

NEW YORK STATE BRIDGE AUTHORITY

**REQUEST FOR PROPOSALS
MAY 9, 2011**

Contract:

BA2011-OA002-IN	General Liability
BA2011-OA003-IN	Umbrella & Excess Liability
BA2011-OA004-IN	Business Automobile
BA2011-OA005-IN	Commercial Package
BA2011-OA006-IN	Police Professional Liability

The New York State Bridge Authority is seeking proposals to provide insurance for each of the above referenced risks.

The individual Insurance Specifications, dated May 9, 2011, setting forth the requirements of each insurance policy sought by this Request for Proposals (RFP), include specimen policy terms, are a part of this RFP. The Insurance Specifications should be closely studied by all potential proposers before the submission of any proposals.

THE BRIDGE AUTHORITY

Information on the Authority, including its Annual Report, may be obtained from its website at www.NYSBA.net.

DESIGNATED CONTACT

State Finance Law restricts all offerors (proposers) from making contacts to other than designated Bridge Authority staff. For purposes of these contracts the designated Bridge Authority contact is Brian Bushek, Treasurer, New York State Bridge Authority, P.O. Box 1010, Highland, NY 12528. Telephone - (845) 691-7245, Facsimile - (845) 691-3560, E-mail - bbushek@nysba.net. **(Fax and email for inquiries only; the response to RFP may not be submitted via email.)**

No contact with any Authority personnel or Authority consultants other than the authorized contact person is allowed until such time as an award has been made. Violation of this provision may be grounds for immediate disqualification.

PROPOSERS/ASSIGNED COMPANIES

Proposers must be licensed to do business in the State of New York and have knowledge and expertise specific to the exposures and risks similar to those of the New York State Bridge Authority. Upon receipt of this RFP, for each contract, the proposer should list up to three insurance companies, and up to two alternate companies, from which they wish to solicit coverage. These should be listed in order of preference, by parent company only. The use of

subsidiary insurance companies may result in the selection being disallowed. Proposers who currently provide the Authority with any of these insurances will be given first preference for the incumbent insurance company. The Authority will determine which companies each proposer will have the sole right to access and broker of record letters will be provided, if requested. Proposers should indicate any special relationships, which could be helpful in obtaining coverage, they may have with companies. Following this process, any insurance companies not assigned may be approached by any proposer.

Proposers, who provide the Authority with a list of preferred insurance companies by May 27, 2011, will be advised by June 3, 2011 which companies have been assigned, and to which agency. There will be no further assignments after June 3, 2011. Proposers who do not submit such a list may only solicit unassigned companies.

PROPOSALS

The Authority is seeking one-year contracts of insurance and will retain the right to renew, at its option, any contract awarded for three additional one-year periods, if the vendor subsequently offers renewal in a timely manner at substantially the same terms, conditions and rates – subject to modification for actual loss experience.

Proposers may submit offers for any or all of the above-referenced contracts. Proposals for each contract will be evaluated separately and the contracts will be awarded individually. No offer, rate or pricing associated with any one contract may be contingent upon any other award. Any proposal contingent upon a package or lined to any other proposal may be deemed unresponsive.

The successful proposer for each contract will have met all the criteria set forth in this RFP and the appropriate Insurance Specifications. Proposals that offer less insurance than specified (including, but not limited to, what the Authority may determine are additional or materially different exclusions, reduced coverage, and more restrictive terms or conditions) may be deemed unresponsive. However, if no proposers are able to meet the criteria set forth in the RFP and Specifications, then the Authority may consider other proposals in its discretion.

Proposals that exceed the specifications and/or offer more insurance than required may be considered by the Authority, but credit for additional coverage may not be recognized in the course of evaluation. Features that enhance a policy beyond the specified insurance will have a negative impact on the evaluation of the proposal if they contribute to additional cost.

Proposals that offer insurance policies that fully meet the criteria set forth in the Specifications may offer alternatives, enhancements or improvements in coverage, as options. The Authority will consider such options in its discretion, as supplements to the awarded contract after the determination to award has been made.

Alternative billing schemes may be offered as options, but such options may not be considered in the course of evaluations. Risk sharing, pooling, and multi-year joint risk ventures will not be considered consistent with the Insurance Specifications and will be deemed unresponsive.

Unless addressed in the Insurance Specifications for a specific contract, proposals offering “claims made” policies, that limit coverage to those claims actually made during the coverage

period, rather than to claims arising from incidents during the coverage period, will be deemed unresponsive.

The Authority will consider proposals both with and without terrorist coverage. The cost of this coverage will be weighed carefully with its benefit.

All information included in the responses to this RFP shall become property of the Authority. The Authority shall not, in any event, be liable for any pre-contractual expenses incurred by the Proposers in the preparation of their proposals. The Authority and its respective officials, agents, representatives and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the Authority does not warrant nor make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or other facet of this RFP once it has been downloaded or printed from this or any server, and hereby disclaims any liability for technical errors or difficulties of any nature that may arise in connection with a website on which this RFP is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.

All proposals submitted to the Authority in response to this RFP may be disclosed in accordance with the standards specified in the Freedom of Information Law, Article 6 of the Public Officers Law of the State of New York ("FOIL"). A Proposer may provide in writing, at the time of its submission, a detailed description of the specific information contained in its submission, which it has determined is a trade secret and which, if disclosed, would cause substantial injury to such organization's competitive position, using **Form E**. This characterization shall not be determinative, and the Authority assumes no responsibility for any disclosure or use of data submitted.

The Authority reserves the right, for any or no reason and in its sole and absolute discretion, (1) to amend, in whole or part, withdraw or cancel this RFP, (2) waive irregularities in the proposals, (3) to meet with selected Proposers prior to the designation of a best qualified Proposer, (4) to accept or reject any proposals and any proposed exceptions, and (5) to accept or reject any or all proposals for any or no reason and with no penalty to the Authority.

INSURERS

Only proposals offering insurance policies issued by insurers listed and rated A-/X or better in the latest edition of Best's Key rating guide will be considered responsive in regard to any and all of the available contracts. Preference will be given to insurers admitted in New York to write policies of the type proposed.

EVALUATION OF PROPOSALS

Responsive proposals will be evaluated with consideration for the following factors:

1. Conformity with the request for Proposals, including the Insurance Specifications, and the specimen policy terms;
2. Cost; and,

3. Unsatisfactory past experience, if any, with the proposing parties.

By submission of its proposal, the Proposer authorizes the Authority to investigate the qualifications of the Proposer under consideration, including pending criminal or civil investigations, to require confirmation of information furnished by a Proposer, and to require additional evidence of qualifications to perform the work described in this RFP or information clarifying their submissions. The Authority reserves the right to reject any and all proposals submitted and/or to request additional information from all proposers.

Authority staff will promptly review each submission and evaluate all those deemed responsive. The Treasurer and Executive Director will recommend to the Authority Board the proposal they believe best meets the needs of the Authority on the basis of the criteria enumerated above. The Authority Board will make any and all final determinations and contract awards. The Authority Board reserves absolute discretion to accept or reject any and all proposals and recommendations, and to award or reject any contract, and to waive any irregularity in the proposals.

Information concerning the availability of New York State subcontractors and suppliers is available from the New York State Department of Economic Development, which includes the directory of certified minority and women owned businesses. **It is the policy of the New York State Bridge Authority to encourage the use of New York State subcontractors and suppliers, and to promote the participation of minority and women owned businesses where possible, in the procurement of goods and services.**

PROPOSAL CONTENT

Proposals responding to this RFP must be in writing, concise in format and composed in clear English grammar. The Authority reserves the right to reject any proposal that is, in its judgment, unclear about any terms, obscure, or confusing.

Each proposal must contain all the information necessary to enable the Authority to evaluate it without further inquiry.

The following items are required:

- A Summary Statement of the coverage offered explicitly reciting whether or not the proposed policy(s) conform to the Specifications and the details of any variation in form or content with the Specifications or the current policy;
- The names and addresses of all parties included in the proposal and their roles in providing the insurance (broker, agent, insurer, etc);
- NAIC Number and A.M. Best rating of all insurance companies participating in the proposal;
- Cost of coverage, considering whether coverage is purchased jointly for multiple types of coverage listed in this RFP or by individual coverage.

- Any additional information the proposer believes the Authority should have to assist it in evaluating the proposal.
- Any brokerage fee to provide the required services associated with marketing and placement of insurance for the Authority. The lump sum amount must include all costs associated with providing the services, including direct and indirect costs, travel, fees, overhead and profit. The Proposer must disclose any commission or percentage for the placement of any insurance policy. A lump sum annual brokerage fee will be paid on August 1 coinciding with each new policy year for each year during the term of the contract.
- Offerer disclosure and certification Forms A-1, A-2, A-3, B, C, D, & E.

COST

For all contracts the cost will be evaluated based on a lump sum for all coverage identified in the Insurance Specifications including any brokerage fees.

In each case, pricing should be provided and calculated assuming a full lump sum payment upon receipt of invoice by the Authority within 30 days of the start of the coverage year.

STATE FINANCE LAW § 139 LOBBYING LAW; ETHICS AND CONFLICTS

Pursuant to New York State Finance Law §139-j and §139-k, this RFP includes and imposes certain restrictions on communications between the Authority and a Proposer during the procurement process. A Proposer is restricted from making contacts from the earliest date of notice of intent to solicit a “request for proposal” through final award and approval of the Contract by the Authority (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is identified in Section 1 of this solicitation. Authority employees and Board Members are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Respondent pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period, the Respondent is debarred from obtaining governmental Procurement Contracts as defined in State Finance Law Section §139-j. Further information about these requirements can be found on the NYS Office of General Services website at www.ogs.state.ny.us. The Respondent is required to include **Forms A-1, A-2 and A-3** with its proposal.

During the term of any contract resulting from this RFP, the Proposer shall not engage any person who is or has been at any time in the employ of the Authority or New York State to perform services under the contract, without the consent of the Authority. Further, during the term of any such contract, no person who is employed by the Proposer and who is disqualified from providing services under the Agreement pursuant to the New York State Public Officers Law or any other applicable laws, rules, regulations, guidelines or policies may share in any net

revenues the Proposer derives from the Agreement. By submission of its proposal, the Proposer represents and certifies that it has not employed or retained any company or person, other than a bona fide employee working for the Proposer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent on or resulting from the award or making of the contract. The Proposer is required to include **Form B** with its proposal.

QUESTIONS AND CLARIFICATIONS

Questions regarding this Request for Proposals may be submitted to Brian Bushek, Treasurer, via email to bbushek@nysba.net, for receipt not later than May 27, 2011. Written responses to questions submitted by such date will be distributed to the parties who have been furnished with a copy of this RFP. Questions submitted after the due date for questions may not receive an official response. If a Proposer believes there is any ambiguity or error in this RFP, the Proposer should immediately notify the Authority contact person and request clarification or modification of the RFP. Any modifications or clarifications will be made in writing distributed to all parties who have been furnished with this RFP.

SUBMISSIONS

Offerers/Proposers, who wish to be assigned exclusive rights to insurance companies, must provide a list of preferred companies for each insurance contract they intend to offer a proposal for. This list must be received by Brian Bushek, Treasurer of the New York State Bridge Authority, at the Bridge Authority's main office, at the Mid-Hudson Bridge Plaza, P.O. Box 1010, Highland, New York 12528, no later than 10:00 A.M., May 27, 2011.

Proposals must be submitted in hard copy form, in duplicate, signed by an authorized officer of the proposer and received by Brian Bushek, Treasurer of the New York State Bridge Authority, at the Bridge Authority's main office, at the Mid-Hudson Bridge Plaza, P.O. Box 1010, Highland, New York 12528, no later than 10:00 A.M., June 29, 2011.

Per the requirements of State Finance Law § 139 it is mandatory that each offerer (proposer) submits, together with the proposal, the following completed forms:

- 1) **Offerer's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139 Forms A-1, A-2, A-3**
- 2) FORM B Conflict of Interest Affidavit
- 3) FORM C Certificate of Non-Collusion
- 4) FORM D Vendor Information Form
- 5) FORM E FOIL Confidentiality Notice

ATTACHMENTS

1. EXHIBIT 1: Insurance Specifications
2. EXHIBIT 2: 5-Year Loss Runs
3. EXHIBIT 3: Policy Specimens

4. EXHIBIT 4: 2010 Financial Statements. The 2010 Financial Statements are available online at www.nysba.net
5. FORM A-1 State Finance Law Section 139 Certification
6. FORM A-2 Offeror Certification of Compliance with State Finance Law §139-k(5)
7. FORM A-3 Offeror Disclosure of Prior Non-Responsibility Determinations
8. FORM B Conflict of Interest Affidavit
9. FORM C Certificate of Non-Collusion
10. FORM D Vendor Information Form
11. FORM E FOIL Confidentiality Notice

**NEW YORK STATE BRIDGE AUTHORITY
MID-HUDSON BRIDGE PLAZA
HIGHLAND, NEW YORK 12528
May 9, 2011
INSURANCE SPECIFICATIONS**

Contract Number: BA2011-OA-002-IN
Contract Title: General Liability Insurance

The facilities that comprise the New York State Bridge Authority and their locations are as follows:

- A) **Rip Van Winkle Bridge**
Catskill, NY 12414
(Greene County)
- B) **Kingston-Rhinecliff Bridge**
Kingston, NY 12401
(Ulster County)
- C) **Mid-Hudson Bridge** (including Headquarters Buildings)
Highland, NY 12528
(Ulster County)
- D) **Newburgh-Beacon Bridge**
Beacon, NY 12508
(Dutchess County)
- E) **Bear Mountain Bridge**
Stony Point, NY 10980
(Rockland County)
- F) **Walkway Over The Hudson**
Highland, NY 12528
(Ulster County)

Coverage:

- A) Commercial General Liability

General Liability Insurance Policy

Limits of Insurance:

General Aggregate Limit (Other Than Products – Completed Operations)	\$2,000,000 per location / \$10,000,000 Policy Aggregate
Products – Completed Operations Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Fire Damage Limit	\$ 250,000 Any One Fire
Terrorism Coverage pursuant to the Terrorism Risk Insurance Act of 2002	

Deductible:

The current policy has a self-insured retention in the amount of \$100,000 per claim. Proposers are encouraged to provide proposals with the current self-insured retention, as well as lower retentions or deductibles.

Premium Basis:

The current policy premium is based on traffic. In the past, the premium has also been based on Authority toll revenue. Proposers may use either basis. Attached is the Authority's 2010 traffic and toll revenue figures which should be used for your proposal.

Policy Period: August 1, 2011 – August 1, 2012

Please refer to expiring policy for further detail.

Submission of Proposals:

Proposals must be provided in duplicate signed by an authorized officer of the proposer and received by Brian Bushek, Treasurer, at the New York State Bridge Authority's Headquarters Office, Mid-Hudson Bridge Plaza, Highland, New York 12528, (mailing address: P.O. Box 1010, Highland, New York 12528) no later than 10:00 A.M., Wednesday, June 29, 2011.

Any inquiries concerning this contract should be directed to Brian Bushek at the above address, bbushek@nysba.net, or at (845) 691-7245, fax (845) 691-3560.

**NEW YORK STATE BRIDGE AUTHORITY
MID-HUDSON BRIDGE PLAZA
HIGHLAND, NEW YORK 12528
May 9, 2011
INSURANCE SPECIFICATIONS**

Contract Number: BA2011-OA-003-IN
Contract Title: Umbrella Liability Insurance

The facilities that comprise the New York State Bridge Authority and their locations are as follows:

- A) **Rip Van Winkle Bridge**
Catskill, NY 12414
(Greene County)
- B) **Kingston-Rhinecliff Bridge**
Kingston, NY 12401
(Ulster County)
- C) **Mid-Hudson Bridge** (including Headquarters Buildings)
Highland, NY 12528
(Ulster County)
- D) **Newburgh-Beacon Bridge**
Beacon, NY 12508
(Dutchess County)
- E) **Bear Mountain Bridge**
Stony Point, NY 10980
(Rockland County)
- F) **Walkway Over The Hudson**
Highland, NY 12528
(Ulster County)

Coverage:

Bodily Injury, Personal Injury, Property Damage and Advertising Liability for each occurrence and annual aggregate in amounts totaling \$25,000,000. This may be done in total or on an incremental basis up to \$25,000,000. Presently, the Authority maintains a \$25,000,000 umbrella policy.

Retained Limit: \$10,000 each occurrence

Terrorism Coverage pursuant to the Terrorism Risk Insurance Act of 2002.

Umbrella Liability Insurance

Underlying Insurance:

Comprehensive General Liability

- \$ 1,000,000 Each occurrence
- \$ 2,000,000 General aggregate per location
- \$ 2,000,000 Products / completed operations aggregate limit
- \$ 1,000,000 Personal & advertising
- \$10,000,000 Overall general policy aggregate.

Employer Liability

- \$500,000 Each employee.
- \$500,000 Each accident
- \$500,000 Policy limit

Automobile Liability

- \$1,000,000 Combined Single Limit Bodily Injury and Property Damage.

Watercraft Liability

- \$1,000,000 Each occurrence.
- \$1,000,000 General aggregate.

Law Enforcement Liability

- \$1,000,000 Each occurrence.
- \$1,000,000 General policy aggregate.

Policy Period: August 1, 2011 – August 1, 2012

Please refer to copy of expiring policy for further detail.

Submission of Proposals:

Proposals must be provided in duplicate signed by an authorized officer of the proposer and received by Brian Bushek, Treasurer, at the New York State Bridge Authority's Headquarters Office, Mid-Hudson Bridge Plaza, Highland, New York 12528, (mailing address: P.O. Box 1010, Highland, New York 12528) no later than 10:00 A.M., Wednesday, June 29, 2011.

Any inquiries concerning this contract should be directed to Brian Bushek at the above address, bbushek@nysba.net, or at (845) 691-7245, fax (845) 691-3560.

**NEW YORK STATE BRIDGE AUTHORITY
MID-HUDSON BRIDGE PLAZA
HIGHLAND, NEW YORK 12528
May 9, 2011
INSURANCE SPECIFICATIONS**

Contract Number: BA2011-OA-004-IN
Contract Title: Business Automobile Policy

The facilities that comprise the New York State Bridge Authority and their locations are as follows:

- A) **Rip Van Winkle Bridge**
Catskill, NY 12414
(Greene County)

- B) **Kingston-Rhinecliff Bridge**
Kingston, NY 12401
(Ulster County)

- C) **Mid-Hudson Bridge** (including Headquarters Buildings)
Highland, NY 12528
(Ulster County)

- D) **Newburgh-Beacon Bridge**
Beacon, NY 12508
(Dutchess County)

- E) **Bear Mountain Bridge**
Stony Point, NY 10980
(Rockland County)

- F) **Walkway Over The Hudson**
Highland, NY 12528
(Ulster County)

Coverage:

Liability – bodily injury and property damage in the combined single limit of \$1,000,000 for each accident.

Uninsured and Underinsured Motorists – Bodily injury in the amount of \$1,000,000 for each accident.

\$150,000 Maximum Personal Injury Protection.

Business Automobile Policy

Physical Damage

- A) Comprehensive on all vehicles. 2008 and later models, \$200 deductible. All others \$1,000 deductible.
- B) Collision on all 2008 and later model vehicles, \$250 deductible. Collision as well on all 2007 and earlier model vehicles weighing over 10,000 pounds (GVW), \$1,000 deductible.
- C) Full glass coverage on all passenger vehicles.

Vehicles Covered: See current policy. In addition, the following vehicles should be added:

<u>Vehicle/Location</u>	<u>Yr</u>	<u>Description</u>	<u>Vehicle ID Number</u>	<u>GVW</u>	<u>Cost</u>
280/01	2002	Chevrolet	1GCDL19XX2B151109	5,850	\$19,457
334/02	2011	Ford	1FTBF2B63BEB82299	10,000	\$21,749
335/04	2011	Ford	1FTBF2B6XBEB82302	10,000	\$21,749
336/05	2011	Ford	1FTBF2B68BEB82301	10,000	\$21,749
337/05	2011	Ford	1FTBF2B66BEB82300	10,000	\$21,749
338/06	2011	Ford	1FTBF2B61BEB82303	10,000	\$21,749

Policy Period: August 1, 2011 – August 1, 2012

Please refer to copy of expiring policy for further detail.

Submission of Proposals:

Proposals must be provided in duplicate signed by an authorized officer of the proposer and received by Brian Bushek, Treasurer, at the New York State Bridge Authority's Headquarters Office, Mid-Hudson Bridge Plaza, Highland, New York 12528, (mailing address: P.O. Box 1010, Highland, New York 12528) no later than 10:00 A.M., Friday, Wednesday 29, 2011.

Any inquiries concerning this contract should be directed to Brian Bushek at the above address, bbushek@nysba.net, or at (845) 691-7245, fax (845) 691-3560.

**NEW YORK STATE BRIDGE AUTHORITY
MID-HUDSON BRIDGE PLAZA
HIGHLAND, NEW YORK 12528
May 9, 2011
INSURANCE SPECIFICATIONS**

Contract Number: BA2011-OA-005-IN
Contract Title: Commercial Insurance Package Policy

The facilities that comprise the New York State Bridge Authority and their locations are as follows:

- A) **Rip Van Winkle Bridge**
Catskill, NY 12414
(Greene County)
- B) **Kingston-Rhinecliff Bridge**
Kingston, NY 12401
(Ulster County)
- C) **Mid-Hudson Bridge** (including Headquarters Buildings)
Highland, NY 12528
(Ulster County)
- D) **Newburgh-Beacon Bridge**
Beacon, NY 12508
(Dutchess County)
- E) **Bear Mountain Bridge**
Stony Point, NY 10980
(Rockland County)
- F) **Walkway Over The Hudson**
Highland, NY 12528
(Ulster County)
- F) **Walkway Over The Hudson**
Highland, NY 12528
(Ulster County)

Coverage:

- A) Property - Blanket Building and Contents agreed value replacement coverage. See attachment containing values for 2010. Values for 2011 added to the RFP on or about June 1, 2011 once finalized. Proposals should be based on 2010 values as attached.
- B) Crime – Same as expiring limits. See current policy.
- C) Inland Marine

Commercial Insurance Package Policy

- D) Electric Data Processing (EDP) and other replacement cost coverage. Same as expiring limits. See current policy.
- E) Miscellaneous Equipment. Same as expiring limits. See current policy.
Deductible - \$250.
- F) Boiler and Machinery. Same as expiring. See current policy. Comprehensive coverage for each of the five locations.
\$500,000 Limit of Insurance.
Deductible - \$1,000.

Policy Period: August 1, 2011 – August 1, 2012

Please refer to copy of expiring policy for further detail.

Submission of Proposals:

Proposals must be provided in duplicate signed by an authorized officer of the proposer and received by Brian Bushek, Treasurer, at the New York State Bridge Authority's Headquarters Office, Mid-Hudson Bridge Plaza, Highland, New York 12528, (mailing address: P.O. Box 1010, Highland, New York 12528) no later than 10:00 A.M., Wednesday, June 29, 2011.

Any inquiries concerning this contract should be directed to Brian Bushek at the above address, bbushek@nysba.net, or at (845) 691-7245, fax (845) 691-3560.

NEW YORK STATE BRIDGE AUTHORITY
INSURANCE STATEMENT OF VALUES
 ASSOCIATES OF GLENS FALLS - 228 GLEN STREET - GLENS FALLS NY 12801
 GENERAL LEDGER ADDRESS: 3255
 POLICY PERIOD: 08-01-10 TO 08-01-11

PREMIUM: \$

PREMISES LOCATION	INSURANCE ITEM #	BLDG ID #S	BLDG NUMBER	AGE	ALARM PROTECTION		CONSTRUCTION CODE	NUMBER OF STORIES	SQUARE FT AREA	BUILDING VALUE	BUILDING CONTENTS	YARD & OUTSIDE CONTENTS	PREMISES SUMMARY
					FIRE	BURGLARY							
COMMERCIAL PACKAGE													
ALARM PROTECTION CODES:													
BLANKET BUILDING AND CONTENTS	1				1	FIRE - CENTRAL	1		FRAME (F)		CONSUANCE		100%
HEADQUARTERS	2				2	LOCAL ONLY	2		MASONRY (M)				REPLACEMENT COST
RIP VAN WINKLE BRIDGE	3				3	BURGLARY - CENTRAL STATION	3		SPRINKLERED (S)		VALUATION		SPECIAL FORM
KINGSTON-RHINECLIFF BRIDGE	4				4		4		MNC		CAUSE OF LOSS		\$150,000
MID-HUDSON BRIDGE	5				5		5		FIRE RESISTIVE (FR)		DEDUCTIBLE		\$150,000
NEWBURGH-BEACON BRIDGE	6				6		6		OTHER		EMPLOYEE DISHONESTY		\$150,000
BEAR MOUNTAIN BRIDGE											MONEY & SECURITY		\$150,000
CHECK TOTAL											FORGERY OR ALTERATION		\$150,000

NO. 1 - RIP VAN WINKLE	NO. 2 - KINGSTON-RHINECLIFF	NO. 3 - HEADQUARTERS	NO. 3 - MID-HUDSON
1-1 R21 201	2-1 K31 301	3-1 A74 401	3-2 M67 402
1-2 R22 202	2-2 K32 302	3-11 M65 414	3-3 M66 405
1-3 R23 203	2-3 K33 303	M1 406-410	3-4 M74 415
1-4 R24 204	2-4 K34 304	412	3-5 A57 406
1-5 205	2-5 --- 305		3-6 M58 407
1-6 206	2-6 K35 306		
1-7 207	2-7 K36 307		
	2-8 399		

R V W TOTALS
 \$ 4,120,617 \$ 267,620 \$ 161,261 \$ 4,549,498
 COMBINED BUILDING CONTENTS AND YARD CONTENTS: \$ 428,881

ADMINISTRATION BUILDING	1957	1	4	1	3,600	1,052,753	88,479	1,141,232
GARAGE-MAINTENANCE OFFICES	1957	1	4	2	4,500	1,323,144	73,785	1,396,929
TOLL PLAZA (2 BOOTHS)	1957	4	4	1	2-BOOTHS	1,032,589	41,118	1,073,707
METAL STORAGE BUILDING	1975	1	5	1	5,000	230,398	110,289	340,687
SALT SHED (BIG)	1992	1	1	1	1,320	17,422	0	17,422
SALT SHED (SMALL)	1990	1	1	1	360	3,122	0	3,122
NEW STORAGE BUILDING	1985	1	5	1	2,000	137,863	32,864	170,527
YARD AND OUTSIDE CONTENTS								104,402

K R B TOTALS
 \$ 3,797,091 \$ 346,535 \$ 104,402 \$ 4,248,028
 COMBINED BUILDING CONTENTS AND YARD CONTENTS: \$ 450,937

ADMINISTRATIVE HEADQUARTERS	1974	1	3	1	5,000	2,545,461	312,195	2,857,656
OPERATIONS BUILDING	1999	1	3	1	4,400	1,385,055	793,227	2,178,282
TRAINING CENTER & GARAGE	1955	1	1	1	2,290 / 400	115,229	24,843	140,072
GARAGE NO. 2 - OPERATIONS	1955	1	1	1	400	13,306	1,590	14,896

H D Q TOTALS
 \$ 4,059,051 \$ 1,131,855 \$ 104,402 \$ 5,190,906
 COMBINED BUILDING CONTENTS AND YARD CONTENTS: \$ 1,131,855

MHB ADMINISTRATION & GARAGE	1967	1	4	1	2,100	1,297,260	135,843	1,433,203
NORTH METAL STAR BUILDING	1997	1	5	1	5,000	563,643	126,895	690,538
TOLL PLAZA (5 BOOTHS)	1974 / 1997	4	4	1	5-BOOTHS	1,384,250	78,706	1,462,956
MAINTENANCE BUILDING *	2009	415	2009	1	1,442,756	77,734	1,520,490	
OLD ADMINISTRATION BUILDING	1957	1	4	1	4,000	1,067,414	41,433	1,108,847
OLD GARAGE (POUGHKEEPSIE)	1957	1	4	1	3,700	93,581	17,319	110,900

SAND - SALT SHED * 3-8 2008 14,000 0 317,568 14,000 317,568
 YARD AND OUTSIDE CONTENTS 3-12 497-499 317,568

M H B TOTALS
 \$ 5,862,904 \$ 478,030 \$ 317,568 \$ 6,658,502
 COMBINED BUILDING CONTENTS AND YARD CONTENTS: \$ 795,598

COMBINED: H D Q AND M H B TOTALS
 \$ 9,921,955 \$ 1,609,885 \$ 317,568 \$ 11,849,408
 COMBINED BUILDING CONTENTS AND YARD CONTENTS: \$ 1,927,453

NO. 4 - NEWBURGH-BEACON	4-1	N51	501	1980	1	3	4	4	1	3,220	1,576,075	157,617	1,733,692
ADMINISTRATION BUILDING	4-2	N52	502	1980	1		4	4	1	8-BOOTH	3,442,899	136,386	3,579,285
TOLL PLAZA (8 BOOTHS)	4-3	N53	503	1963	1		4	4	1	7,800	1,763,514	74,337	1,837,851
MAINTENANCE BUILDING	4-4	N54	504	1972			5	5	1	5,000	242,211	71,276	313,487
METAL STORAGE BUILDING-LOWER	4-5	N55	505	1963			4	4	1	500	12,490	0	12,490
SALT SHED	4-6	N56	506	1880	1		1	1	2	4,700	304,759	23,717	328,476
OLD STORAGE BUILDING-BARN	4-7	N57	507	1958			2	2	1	1,500	167,501	31,517	199,018
RANCH HOUSE	4-8	N58	508	1958			2	2	1	600	32,785	1,743	34,528
GARAGE TO RANCH HOUSE	4-9	N59	510	2008					1	344,511	22,416		366,927
METAL STORAGE BUILDING-UPPER	4-10		599										248,422
YARD AND OUTSIDE CONTENTS													8,654,176

N B B TOTALS
 \$ 7,886,745 \$ 519,009 \$ 248,422 \$ 8,654,176
 COMBINED BUILDING CONTENTS AND YARD CONTENTS: \$ 767,431

NO. 5 - BEAR MOUNTAIN	5-1	B1	601	1935	2		2	2	2	1,820	1,037,777	109,138	1,140,915
ADMINISTRATION BUILDING	5-2	B6	602	1993	1		4	4	1	2-BOOTH	1,757,579	31,262	1,788,841
TOLL PLAZA (2 BOOTHS)	5-3		603							20,604	8,805	8,805	29,409
STORAGE SHED	5-4	B2	604	1924			4	4	1	1,200	285,713	58,139	343,852
MAINTENANCE GARAGE-OLD	5-5	B7	605	2001	2		5	5	2	2,500	1,409,111	41,977	1,451,088
MAINTENANCE GARAGE-NEW	5-6		899										68,933
YARD AND OUTSIDE CONTENTS													4,823,038

B M B TOTALS
 \$ 4,510,784 \$ 243,321 \$ 68,933 \$ 4,823,038
 COMBINED BUILDING CONTENTS AND YARD CONTENTS: \$ 312,254

GRAND TOTALS
 \$ 30,237,192 \$ 2,986,370 \$ 900,586 \$ 34,124,148
 COMBINED BUILDING CONTENTS AND YARD CONTENTS: \$ 3,886,956

CHECK TOTAL: \$ 34,124,148
 DIFFERENCE: 0

INSURED'S SIGNATURE:  TITLE: _____ DATE: 05-09-11
 TREASURER: _____

**NEW YORK STATE BRIDGE AUTHORITY
MID-HUDSON BRIDGE PLAZA
HIGHLAND, NEW YORK 12528
May 9, 2011
INSURANCE SPECIFICATIONS**

Contract Number: BA2011-OA-006-IN
Contract Title: Police Professional Liability Insurance

The facilities that comprise the New York State Bridge Authority and their locations are as follows:

- A) **Rip Van Winkle Bridge**
Catskill, NY 12414
(Greene County)
- B) **Kingston-Rhinecliff Bridge**
Kingston, NY 12401
(Ulster County)
- C) **Mid-Hudson Bridge (including Headquarters Buildings)**
Highland, NY 12528
(Ulster County)
- D) **Newburgh-Beacon Bridge**
Beacon, NY 12508
(Dutchess County)
- E) **Bear Mountain Bridge**
Stony Point, NY 10980
(Rockland County)
- F) **Walkway Over The Hudson**
Highland, NY 12528
(Ulster County)

Coverage:

\$1,000,000 each person, each occurrence and aggregate for wrongful acts which result in bodily injury or property damage.

The Authority has 1 individual designated as a police officer.

Please see attachment for description of police duties

Police Professional Liability Insurance

Deductible

\$5,000 per claim.

Policy Period: August 1, 2011 – August 1, 2012

Please refer to copy of expiring policy for further detail.

Submission of Proposals:

Proposals must be provided in duplicate signed by an authorized officer of the proposer and received by Brian Bushek, Treasurer, at the New York State Bridge Authority's Headquarters Office, Mid-Hudson Bridge Plaza, Highland, New York 12528, (mailing address: P.O. Box 1010, Highland, New York 12528) no later than 10:00 A.M., Wednesday, June 29, 2011.

Any inquiries concerning this contract should be directed to Brian Bushek at the above address, bbushek@nysba.net, or at (845) 691-7245, fax (845) 691-3560.

**New York State Bridge Authority
Insurance Specifications May 9, 2011
Police Professional Liability Policy**

Policy Duties:

The Authority appointed toll collectors Police Officers by virtue of the Public Authorities Law of the State of New York until 2011. The principal purpose of those appointments was to allow collectors, who carried no weapons, to write tickets citing toll evasion for patrons who pass through the booth without paying. Since 2000, when the Authority installed gates in all of its toll lanes, there have been no citations issued by Authority personnel. In 2011, the number of Police Officers was reduced to 1, the Security Coordinator.

The Security Coordinator is the Authority's liaison with Homeland Security and other law enforcement agencies. The Security Coordinator carries no weapons and issues no citations, however the role is responsible for coordinating Authority efforts with State and Local law enforcement in issuing summons related to traffic violations.



Standard Loss Report

LOSSES FOR NEW YORK STATE BRIDGE AUTHORITY as of 3/31/2011

York Fees Not Included

Claim # Carrier #	Claimant Coverage	Loss Date Report Date	Status Close Date	LOB State	Reserves			Exp Rsv	Ind Paid	Exp Paid	Recoveries	Incurred
					As of	This Month	Last Month					
Policy Year 2002												
NVSA-0001A1	FELDMAN, ANDREW	6/28/2003	C	GL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$354,495.08	\$0.00	\$354,495.08
	BODILY INJURY - GL	8/1/2003	2/5/2008		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$354,495.08	\$0.00	\$354,495.08
CLMT STRUCK TOLL GATE ARM CAUSING HIM TO FALL TO THE GROUND WITH MOTORCYCLE					Change	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Policy Year 2002 Total												
Open Claims: 0					Closed Claims: 1	Total Claims: 1	\$0.00	\$0.00	\$0.00	\$354,495.08	\$0.00	\$354,495.08
Open Claims: 0					Closed Claims: 1	Total Claims: 1	\$0.00	\$0.00	\$0.00	\$354,495.08	\$0.00	\$354,495.08
Open Change: 0					Closed Change: 0	Total Change: 0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

TPA Loss Runs - (\$100,000 SIA)

These York loss runs to the NYSBA show a total of 5 claims reported with loss dates for the policy years covering 2002, 2003, 2004, 2005 and 2007. The loss run provided by York is valued as of 3/31/2011. The loss run does not display policy years during which there were no claims filed.

Attachment 2



Standard Loss Report

Losses for NEW YORK STATE BRIDGE AUTHORITY as of 3/31/2011

York Fees Not Included

Claim #	Carrier #	Claimant Coverage	Loss Date Report Date	Status Close Date	LOB State	As of	Reserves	Exp Rsv	Ind Paid	Exp Paid	Recoveries	Incurred		
Policy Year 2003														
NYSB-0002A1		YATES III, JAMES A.	10/2/2003	C.S	GL	This Month	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
		BODILY INJURY - GL	12/8/2003	10/13/2005		Last Month	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
						Change	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
CLMT: ALLEGES HE WAS STRUCK WHEN A BAG OF TOOLS BEING HOISTED FELL ON HIM														
NYSB-0003A1		MARTIN, VIVIAN	1/12/2004	C	GL	This Month	\$0.00	\$0.00	\$858.39	\$858.39	\$(859.39)	\$(1.00)		
		BODILY INJURY - GL	1/29/2004	2/25/2005		Last Month	\$0.00	\$0.00	\$858.39	\$858.39	\$(859.39)	\$(1.00)		
						Change	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
clmt (passenger in unde veh)sustained fatal injuries when r/e d tractor trailer owned by H& T trucking														
Policy Year 2003 Total														
			Open Claims: 0		Closed Claims: 2		Total Claims: 2		This Month		\$0.00		\$0.00	
			Open Claims: 0		Closed Claims: 2		Total Claims: 2		Last Month		\$(859.39)		\$(1.00)	
			Open Change: 0		Closed Change: 0		Total Change: 0		Change		-\$0.00		-\$1.00	
			Open Change: 0		Closed Change: 0		Total Change: 0		Change		-\$0.00		-\$0.00	



Standard Loss Report

Losses for NEW YORK STATE BRIDGE AUTHORITY as of 3/31/2011

York Fees Not Included

Claim # Carrier #	Claimant Coverage	Loss Date Report Date	Status Close Date	LOB State	Reserves			Exp Rsv	Ind Paid	Exp Paid	Recoveries	Incurred
					As of	This Month	Policy Year 2007					
NYSF-0060A1	GERCHAK, RICHARD	12/28/2007	C	GL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	BODILY INJURY - GL	1/15/2008	3/28/2008		\$0.00	Last Month	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	ALLEGED GATE ARM CAME DOWN ON MOTORCYCLIST CAUSING INJURIES TO HIS RIGHT ELBOW AND KNEE											
Policy Year 2007 Total												
Open Claims: 0					Closed Claims: 1					Total Claims: 1		
Open Claims: 0					Closed Claims: 1					Total Claims: 1		
Open Change: 0					Closed Change: 0					Total Change: 0		
Grand Total												
Open Claims: 0					Closed Claims: 5					Total Claims: 5		
Last Month					\$0.00					\$355,353.47		
Change					\$0.00					\$(859.39)		
Open Claims: 0					Closed Claims: 5					Total Claims: 5		
Last Month					\$0.00					\$355,353.47		
Change					\$0.00					\$(859.39)		
Open Claims: 0					Closed Claims: 5					Total Claims: 5		
Last Month					\$0.00					\$354,494.08		
Change					\$0.00					\$(859.39)		
Open Claims: 0					Closed Claims: 5					Total Claims: 5		
Last Month					\$0.00					\$354,494.08		
Change					\$0.00					\$(859.39)		

Arch Specialty Insurance Company Loss Run

Insured Name : New York State Bridge Authority
 Policy Number : 12ULP1411300
 Policy Period : 08/01/2003 - 08/01/2004



Claim	Handler	Date Closed	Claimant	Additional State Insured/ Location	Date of Loss Reported	Loss Description	Indemnity Reserve	Expense Reserve	Medical Reserve	Indemnity Paid	Expense Paid	Medical Paid	Gross Incurred	Recoveries	Net Incurred
Total Claims							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Umbrella Loss Run
 " 25m from 8/1/03 - 8/1/07
 " 10m from 8/1/09 - 8/1/11

The reserves reflected on this loss run represent estimates of exposure and expenses based upon currently available information. Final incurred amounts for these claims may be less than, equal to, or greater than currently posted reserves as investigation and/or litigation continues. No representation is therefore made as to their ultimate accuracy. Arch Insurance Group considers these reserve figures to be proprietary information, that should not be disclosed to third parties without the express written consent of Arch.

Arch Specialty Insurance Company Loss Run

Insured Name : New York State Bridge Authority
 Policy Number : 12ULP1411301
 Policy Period : 08/01/2004 - 08/01/2005



Claim	Handler	Date Closed	Claimant	Additional Insured/Location	State	Date of Loss	Date Reported	Loss Description	Indemnity Reserve	Expense Reserve	Medical Reserve	Indemnity Paid	Expense Paid	Medical Paid	Gross Incurred	Recoveries	Net Incurred
16574	Mueller, Barbara	08/01/06	Hernandez, Glensia & Lisa Cowles & Doreen Dugard		NY	05/05/05	07/20/05	Automobile accident	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Claims:									1								

The reserves reflected on this loss run represent estimates of exposure and expenses based upon currently available information. Final incurred amounts for these claims may be less than, equal to, or greater than currently posted reserves as investigation and/or litigation continues. No representation is therefore made as to their ultimate accuracy. Arch Insurance Group considers these reserve figures to be proprietary information, that should not be disclosed to third parties without the express written consent of Arch.

Arch Specialty Insurance Company Loss Run

Insured Name : New York State Bridge Authority
 Policy Number : ULP000745900
 Policy Period : 08/01/2005 - 08/01/2006



Claim	Handler	Date Closed	Claimant	Additional Insured/Location	State	Date of Loss	Date Reported	Loss Description	Indemnity Reserve	Expense Reserve	Medical Reserve	Indemnity Paid	Expense Paid	Medical Paid	Gross Incurred	Recoveries	Net Incurred
Total Claims:									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

The reserves reflected on this loss run represent estimates of exposure and expenses based upon currently available information. Final incurred amounts for these claims may be less than, equal to, or greater than currently posted reserves as investigation and/or litigation continues. No representation is therefore made as to their ultimate accuracy. Arch Insurance Group considers these reserve figures to be proprietary information, that should not be disclosed to third parties without the express written consent of Arch.

Arch Specialty Insurance Company Loss Run

Insured Name : New York State Bridge Authority
 Policy Number : ULP000745901
 Policy Period : 08/01/2006 - 08/01/2007



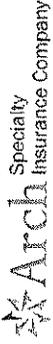
Claim	Handler	Date Closed	Claimant	Additional Insured/Location	State	Date of Loss	Date Reported	Loss Description	Indemnity Reserve	Expense Reserve	Medical Reserve	Indemnity Paid	Expense Paid	Medical Paid	Gross Incurred	Recoveries	Net Incurred
Total Claims:	0								\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

The reserves reflected on this loss run represent estimates of exposure and expenses based upon currently available information. Final incurred amounts for these claims may be less than, equal to, or greater than currently posted reserves as investigation and/or litigation continues. No representation is therefore made as to their ultimate accuracy. Arch Insurance Group considers these reserve figures to be proprietary information, that should not be disclosed to third parties without the express written consent of Arch.

FILES LISTED ARE THOSE FILES REPORTED TO ARCH PURSUANT TO THE POLICY. THIS POLICY IS AN EXCESS OR UMBRELLA POLICY AND THIS RUN DOES NOT REFLECT CLAIMS WHICH MAY HAVE BEEN REPORTED BY THE INSURED TO A PRIMARY CARRIER.

Arch Specialty Insurance Company Loss Run

Insured Name : New York State Bridge Authority
 Policy Number : ULP000745902
 Policy Period : 08/01/2007 - 08/01/2008



Claim	Handler	Date Closed	Claimant	Additional Insured/ Location	State	Date of Loss	Date Reported	Loss Description	Indemnity Reserve	Expense Reserve	Medical Reserve	Indemnity Paid	Expense Paid	Medical Paid	Gross Incurred	Reserves	Net Incurred
Total Claims:									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

The reserves reflected on this loss run represent estimates of exposure and expenses based upon currently available information. Final incurred amounts for these claims may be less than, equal to, or greater than currently posted reserves as investigation and/or litigation continues. No representation is therefore made as to their ultimate accuracy. Arch Insurance Group considers these reserve figures to be proprietary information, that should not be disclosed to third parties without the express written consent of Arch.

Arch Specialty Insurance Company Loss Run

Insured Name : New York State Bridge Authority
 Policy Number : ULP000745903
 Policy Period : 08/01/2008 - 08/01/2009



Claim	Handler	Date Closed	Claimant	Additional Insured/Location	State	Date of Loss	Date Reported	Loss Description	Indemnity Reserve	Expense Reserve	Medical Reserve	Indemnity Paid	Expense Paid	Medical Paid	Gross Incurred	Recoveries	Net Incurred
Total Claims:									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

The reserves reflected on this loss run represent estimates of exposure and expenses based upon currently available information. Final incurred amounts for these claims may be less than, equal to, or greater than currently posted reserves as investigation and/or litigation continues. No representation is therefore made as to their ultimate accuracy. Arch Insurance Group considers these reserve figures to be proprietary information, that should not be disclosed to third parties without the express written consent of Arch.

FILES LISTED ARE THOSE FILES REPORTED TO ARCH PURSUANT TO THE POLICY. THIS POLICY IS AN EXCESS OR UMBRELLA POLICY AND THIS RUN DOES NOT REFLECT CLAIMS WHICH MAY HAVE BEEN REPORTED BY THE INSURED TO A PRIMARY CARRIER.

Apr 15, 2011

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Source: CPAS

Arch Insurance Company Loss Run



Insured Name : New York State Bridge Authority
 Policy Number : ULP000745904
 Policy Period : 08/01/2009 - 08/01/2010

Claim	Handler	Date Closed	Claimant	Additional Insured/ Location	Date of Loss	Date Reported	Loss Description	Indemnity Reserve	Medical Reserve	Expense Reserve	Indemnity Paid	Medical Paid	Expense Paid	Gross Incurred	Recoveries	Net Incurred
Total Claims:								\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
								\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

FILES LISTED ARE THOSE FILES REPORTED TO ARCH PURSUANT TO THE POLICY. THIS POLICY IS AN EXCESS OR UMBRELLA POLICY AND THIS RUN DOES NOT REFLECT CLAIMS WHICH MAY HAVE BEEN REPORTED BY THE INSURED TO A PRIMARY CARRIER.

The reserves reflected on this loss run represent estimates of exposure and expenses based upon currently available information. Final incurred amounts for these claims may be less than, equal to, or greater than currently posted reserves as investigation and/or litigation continues. No representation is therefore made as to their ultimate accuracy. Arch Insurance Group considers these reserve figures to be proprietary information, that should not be disclosed to third parties without the express written consent of Arch.

Arch Insurance Company Loss Run



Insured Name : New York State Bridge Authority
 Policy Number : ULP000745905
 Policy Period : 08/01/2010 - 08/01/2011

Claim	Handler	Date Closed	Claimant	Additional Insured/Location	State	Date of Loss	Date Reported	Loss Description	Indemnity Reserve	Expenses Reserve	Medical Reserve	Indemnity Paid	Expense Paid	Medical Paid	Gross Incurred	Recoveries	Net Incurred
									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Total Claims: 0

The reserves reflected on this loss run represent estimates of exposure and expenses based upon currently available information. Final incurred amounts for these claims may be less than, equal to, or greater than currently posted reserves as investigation and/or litigation continues. No representation is therefore made as to their ultimate accuracy. Arch Insurance Group considers these reserve figures to be proprietary information, that should not be disclosed to third parties without the express written consent of Arch.

FILES LISTED ARE THOSE FILES REPORTED TO ARCH PURSUANT TO THE POLICY. THIS POLICY IS AN EXCESS OR UMBRELLA POLICY AND THIS RUN DOES NOT REFLECT CLAIMS WHICH MAY HAVE BEEN REPORTED BY THE INSURED TO A PRIMARY CARRIER.

ArchLink Policy Limits and Retention Information

Policy Number	Policy Limit Defense Cost	Policy Retention Defense Cost	Coverage Type	Application	LimitAmt	PartOfAmt	ExcessOfAmt	SIR/ Deductible	SIR/ Deductible Amount	SIR/Deductible Aggregate Amount
12ULP1411300					0	0	0		0	0
12ULP1411301					0	0	0		0	0
ULP000745900			Policy	Per Occurrence	25,000,000	25,000,000	0	SIR	10,000	0
ULP000745900			Policy General Aggregate	Per Policy	25,000,000	25,000,000	0	SIR	0	0
ULP000745900			Products/Completed Ops Aggregate		25,000,000	25,000,000	0	SIR	0	0
ULP000745901			Policy	Per Occurrence	25,000,000	25,000,000	0	SIR	10,000	0
ULP000745901			Policy General Aggregate	Per Policy	25,000,000	25,000,000	0	SIR	0	0
ULP000745901			Products/Completed Ops Aggregate		25,000,000	25,000,000	0	SIR	0	0
ULP000745902			Policy	Per Occurrence	25,000,000	25,000,000	0	SIR	10,000	0
ULP000745902			Policy General Aggregate	Per Policy	25,000,000	25,000,000	0	SIR	0	0
ULP000745902			Products/Completed Ops Aggregate		25,000,000	25,000,000	0	SIR	0	0
ULP000745903			Policy	Per Occurrence	25,000,000	25,000,000	0	SIR	10,000	0
ULP000745903			Policy General Aggregate	Per Policy	25,000,000	25,000,000	0	SIR	0	0
ULP000745903			Products/Completed Ops Aggregate		25,000,000	25,000,000	0	SIR	0	0
ULP000745904			Each Occurrence Limit	Each Occurrence	10,000,000	10,000,000	0	SIR	10,000	0
ULP000745904			Policy General Aggregate	Per Policy Period	10,000,000	10,000,000	0	SIR	0	0
ULP000745904			Products/Completed Ops Aggregate	Per Policy Period	10,000,000	10,000,000	0	SIR	0	0
ULP000745905			Each Occurrence Limit	Each Occurrence	10,000,000	10,000,000	0	SIR	10,000	0
ULP000745905			Policy General Aggregate	Per Policy Period	10,000,000	10,000,000	0	SIR	0	0
ULP000745905			Products/Completed Ops Aggregate	Per Policy Period	10,000,000	10,000,000	0	SIR	0	0



AXIS INSURANCE LOSS RUN

INSURED: NEW YORK STATE BRIDGE AUTHORITY
PRODUCER: CRUMP INSURANCE SERVICES, INC. (NEW YORK)

REPORT RUN DATE: 4/14/2011
OF POLICY TERMS: 2

Loss Run Summary

Policy Term	Policy Type	# of Claims	Open Claims	Loss Reserve	Losses Paid	Expense Reserve	Expenses Paid	Recovered	Total Incurred
Policy #: 717967/01/2009/0000/0000									
8/1/2009 -	8/1/2010 UMBRELLA	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Policy #: 717967/01/2010/0000/0000									
8/1/2010 -	8/1/2011 UMBRELLA	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS:		0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

*Excess Umbrella Loss Run
\$ 15 M Excess of 10 M*

IMPORTANT NOTICE

The information in this report is the property of AXIS. The information contained herein is provided "as is" and had not been audited or reviewed. AXIS makes no representation as to the accuracy of this information. It is being made available for information purposes only and is not intended to and should not be relied on to comply with any statute, regulation or other legal or regulatory requirement. AXIS reserves the right at our discretion to withhold specific loss information. By receiving this information, recipient acknowledges and agrees that: 1) AXIS is providing this information based on the recipient's expressed representation that recipient is requesting such information on behalf of and/or with the consent of recipient's customer; 2) Recipient will use this information only for its own internal purposes or for such purposes authorized by recipient's customer; 3) Such information is confidential and proprietary and may be subject to privacy laws, regulations or other legal requirement; 4) Recipient agrees to protect and safeguard the information from unauthorized use or disclosure.

Please contact your AXIS representative/office with any questions regarding the content of this AXIS Loss Run report



AXIS INSURANCE LOSS RUN

INSURED: NEW YORK STATE BRIDGE AUTHORITY
PRODUCER: CRUMP INSURANCE SERVICES, INC. [NEW YORK]

REPORT RUN DATE: 4/14/2011
OF POLICY TERMS: 2

Loss Run Detail - Policy Term: 8/1/2009 - 8/1/2010 Policy #: 717967/01/2009/0000/000

Claim #:	Loss State:	Loss Date:	Claims Status:	Claimant(s):
Loss Reserve:	Total Loss Paid:	Expense Reserve:	Total Expenses Paid:	Total Recovered:
Coverage:	Loss Description:			Total Incurred:

No losses for this period

Loss Run Detail - Policy Term: 8/1/2010 - 8/1/2011 Policy #: 717967/01/2010/0000/000

Claim #:	Loss State:	Loss Date:	Claims Status:	Claimant(s):
Loss Reserve:	Total Loss Paid:	Expense Reserve:	Total Expenses Paid:	Total Recovered:
Coverage:	Loss Description:			Total Incurred:

No losses for this period

IMPORTANT NOTICE

The information in this report is the property of AXIS. The information contained herein is provided "as is" and had not been audited or reviewed. AXIS makes no representation as to the accuracy of this information. It is being made available for information purposes only and is not intended to be relied on to comply with any statute, regulation or other legal or regulatory requirement. AXIS reserves the right at our discretion to withhold specific loss information. By receiving this information, recipient acknowledges and agrees that: 1) AXIS is providing this information based on the recipient's expressed representation that recipient is requesting such information on behalf of and/or with the consent of recipient's customer; 2) Recipient will use this information only for its own internal purposes or for such purposes authorized by recipient's customer; 3) Such information is confidential and proprietary and may be subject to privacy laws, regulations or other legal requirement; 4) Recipient agrees to protect and safeguard the information from unauthorized use or disclosure.

Please contact your **AXIS representative/office** with any questions regarding the content of this **AXIS Loss Run report**

Policy No	Policy Eff Dt	Div.	Co.	Insured Name	Indemnity O/S Reserve	Medical O/S Reserve	Expense O/S Reserve	Paid Indemnity	Paid Medical	Paid Expenses	Salvage	Subrogation	Other Recoveries
0155661	2002-08-01	92	41	NEW YORK STATE BRI	0.00	0.00	0.00	500,000.00	0.00	186,608.99	0.00	0.00	0.00
4016527	2004-08-01	92	41	NEW YORK STATE BRI	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4147361	2005-08-01	92	41	NEW YORK STATE BRI	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0321178	2006-08-01	92	41	NEW YORK STATE BRI	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0105825	2007-08-01	92	41	NEW YORK STATE BRI	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1033827	2008-08-01	92	41	NEW YORK STATE BRIDGE AUTHORIT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1049606	2009-08-01	92	41	NEW YORK STATE BRIDGE AUTHORIT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
37666081	2010-08-01	92	41	NEW YORK STATE BRIDGE AUTHORIT	0.00	0.00	0.00	500,000.00	0.00	186,608.99	0.00	0.00	0.00

Commercial General Liability Loss Run



Insured Name: NEW YORK STATE BRI

Policy Number	EF DI	2002/08/01	Client Nbr	FELDMAN ANDREW R	DDSP P/C	Div	92	12	30591 NEW YORK STATE BRI	Insured Name	Loss Caption	Claim Create Dt	8/19/2003	Claims Rec Dt	8/19/2003	Loss Date	6/28/03	030-152856	1	C	013	013	LIABILITY (OT AUTO) P.D.	Open Reserves	500,000	Ind Pd	0	Med Pd	0	Leg Pd	186,609	Adj Pd	0	Incurrd	686,609																					
Totals for Policy Number 000155661 Effective Date 2002-08-01																																																								
Totals for Policy Number 000155661																																																								
4016527	2004/08/01		LUCAS MARIO		551				30591 NEW YORK STATE BRI	CLMT FELL FROM SCAFFOLDING	8/10/2006	8/10/2006	6/12/05	030-228382	1	C	012	012	LIABILITY (OT AUTO) B.I.	0	0	0	0	0	500,000	0	0	0	0	0	0	0	0	0	686,609																					
Totals for Policy Number 004016527 Effective Date 2004-08-01																																																								
Totals for Policy Number 004016527																																																								
REPORT TOTALS																																																								
																												2			0	186,609	0	686,609																						

Total Claim(s) Found: 2

PRAETORIAN INSURANCE COMPANY
 BRAC LOSS RUNS AS OF 02/28/11
 NY STATE BRIDGE AUTHORITY

CLAIM	CCLMNTNM	CREDTDE	CACODTE	POLICY	App. Descr. Fix	Insd. Name, Fix	EFY, Fix	AY, Fix	Incurred	T PAID	LOSS	LAERE	LOSSR	LAERE	LOSSR	LAERE	LOSSR	LAERE	SUBSALV	
:831000009035	SGRO, MICHAEL K	20080812	20080812	H63100006700	IV BACKED OVER ANOTHER EMPLOYEE'S FOOT IV - 7	NY STATE BRIDGE AUTHORITY	2007	2008	C AL	0	0	0	0	0	0	0	0	0	0	
:831000009036	CARPINO, CHRISTINE L	20080812	20080812	H63100006700	3 VEHICLE ACCIDENT DURING MERGE ON RAMP/BRT	NY STATE BRIDGE AUTHORITY	2007	2008	C AL	0	0	0	0	0	0	0	0	0	0	
:831000006378	NEW YORK STATE BRIDGE	20070809	20070807	H63100005700	FIRE IN METAL GARAGE - DAMAGE TO VEHICLES	NY STATE BRIDGE AUTHORITY	2007	2007	C APD	582,233	583,533	4,150	0	0	0	0	0	0	0	(55,450)
:831000006927	NEW YORK STATE BRIDGE	20071008	20071006	H63100006700	IV STRUCK DEER - 2005 CHEV #288859	NY STATE BRIDGE AUTHORITY	2007	2007	C APD	753	753	0	0	0	0	0	0	0	0	0
:831000009226	NEW YORK STATE BRIDGE	20080830	20080825	H63100006700	IV STRUCK IN REAR BY CV ON BRIDGE/TRAFFIC STO	NY STATE BRIDGE AUTHORITY	2007	2008	C APD	0	0	0	0	0	0	0	0	0	0	0
:831000010688	BEERS, BARBARA	20080102	20081220	H63100006701	IV BACKED INTO CV WHILE CLEARING SNOW IV 2008	NY STATE BRIDGE AUTHORITY	2008	2008	C AL	760	760	0	0	0	0	0	0	0	0	0
:831000012727	JOY, JUANITA	20080727	20080723	H63100006701	REAR END COLLISION IN SUNOCO PARKING LOT IV 2	NY STATE BRIDGE AUTHORITY	2008	2009	C AL	3,121	3,050	51	0	0	0	0	0	0	0	0
:833000012658	IRWINMICHAEL	20080721	20080716	H63100006701	MA#1 WAS E/S WENT TO CHANGE LANE FROM PASS	NY STATE BRIDGE AUTHORITY	2008	2009	C AL	0	0	0	0	0	0	0	0	0	0	0
:833000012658	MICHAEL D IRWIN	20080721	20080716	H63100006701	MA#1 WAS E/S WENT TO CHANGE LANE FROM PASS	NY STATE BRIDGE AUTHORITY	2008	2009	C AL	4,805	4,827	78	0	0	0	0	0	0	0	0
:831000011007	NY STATE BRIDGE AUTHORITY	20080120	20080114	H63100006701	IV STRUCK BY CV THAT ATTEMPTED TO MERGE INTO	NY STATE BRIDGE AUTHORITY	2008	2009	C APD	0	0	0	0	0	0	0	0	0	0	0
:833000012658	NY STATE BRIDGE AUTHORITY	20080721	20080716	H63100006701	MA#1 WAS E/B WENT TO CHANGE LANE FROM PASS	NY STATE BRIDGE AUTHORITY	2008	2009	C APD	0	0	0	0	0	0	0	0	0	0	0
:831000014537	NELLIE MENDEZ	20100303	20100225	H63100006702	MA#1 TURNING LEFT MV#2 GOING STRAIGHT WESTER	NY STATE BRIDGE AUTHORITY	2009	2010	C AL	5,864	4,231	1,684	0	0	0	0	0	0	0	0
:831000014538	PETCHUJA MARTIN	20100303	20100225	H63100006702	MV #1 HIT MV#2 IN REAR WHILE WAITING TO PAY TO	NY STATE BRIDGE AUTHORITY	2009	2010	C AL	0	0	0	0	0	0	0	0	0	0	0
:831000014889	ELRAC INC	20100407	20100402	H63100006702	MV #1 BACKED INTO MV #2	NY STATE BRIDGE AUTHORITY	2009	2010	C AL	0	0	0	0	0	0	0	0	0	0	0
:831000013608	NY STATE BRIDGE AUTHORITY	20081109	20081022	H63100006702	INSURED HAD WINDSHIELD REPAIRED	NY STATE BRIDGE AUTHORITY	2008	2009	C APD	85	85	0	0	0	0	0	0	0	0	0

Auto Loss Run

NO LOSSES HAVE BEEN REPORTED ON THE BELOW POLICIES AS OF 02/28/11



Harleysville Insurance - Policyholder Report

Valued: Apr 26, 2011 7:33:57 AM

All Policies for a Selected Insured Account

Branch: Watertown

Insured: NEW YORK STATE BRIDGE (100983384)

Agency: ASSOCIATES OF GLENS FALLS INC (815710)

Policy Number: 7G1487

Policy Term	Prefix	Line of Business	Injured Losses	Loss Payments	Loss Reserves	Loss Expenses
08/01/2007 to 08/01/2008	CI1	Inland Marine	\$67,199	\$65,648	\$0	\$1,551
Term Totals						
08/01/2006 to 08/01/2007	BA	Auto Liability	\$9,645	\$9,424	\$0	\$221
	BA	Auto Physical Damage	\$2,815	\$2,358	\$0	\$457
PFX Totals						
	CI1	Inland Marine	\$0	\$0	\$0	\$0
Term Totals						
08/01/2005 to 08/01/2006	BA	Auto Liability	\$3,667	\$3,526	\$0	\$141
	BA	Auto Physical Damage	\$1,010	\$988	\$0	\$22
PFX Totals						
Term Totals						

Prefix	Injured Losses	Loss Payments	Loss Reserves	Loss Expenses
BA	\$17,137	\$16,296	\$0	\$842
CI1	\$67,199	\$65,648	\$0	\$1,551
\$84,336				

Recap for Report Years

Type of Accident	Policy Terms
01 HEAD ON	05 - 06 06 - 07
05 STRUCK FIXED OBJECT	0 1
12 ALL OTHER	1 1
Totals:	4 6
	5 8

Auto Loss Description Summary

Claim Experience Detail - BA 08/01/2006 to 08/01/2007

Claim Number	Suffix	Loss Date	Reported Date	Store	Operator	Loss Description	Type	Status	Reserves	Payments	Expenses
ND689960	01	10/26/2006	10/30/2006		ROBERT QUINN	IV WAS TRYING TO MERGE AND MERGE INTO CLMT LANE LOCATION 004 VEH 66	COLL	CLOS	\$0	\$2,358	\$130
	02	10/26/2006	10/30/2006				ALBI	CLOS	\$0	\$0	\$3



Harleysville Insurance - Policyholder Report

Valid: Apr 26, 2011 7:33:57 AM

All Policies for a Selected Insured Account

Branch: Watertown

Insured: NEW YORK STATE BRIDGE (100983384)

Agency: ASSOCIATES OF GLENS FALLS INC (815710)

Claim Number	Suffix	Loss Date	Reported Date	Store	Operator	Loss Description	Type	Status	Reserves	Payments	Expenses
N0689960	03	10/26/2006	10/30/2006				ALPD	CLOS	\$0	\$5,104	\$95
N0693235	01	11/13/2006	11/16/2006		JOSEPH COLANGELO	DCV ALLEGES THAT A ROCK FLEW FROM THE TIRE OF IV AND DAMAGED CV HOOD	ALPD	CLOS	\$0	\$0	\$95
N0695304	01	11/28/2006	11/30/2006		CHARLES VANDEBORGART	IV WAS STOPPED IN LEFT LANE (CONSTRUCTION LANE / CONED OFF) WHEN CV CAME THROUGH CONES AND HIT IV	COLL	CLOS	\$0	\$0	\$100
N10707805	01	02/14/2007	02/16/2007		WILLIAM FRANCK	CV CROSSED INTO INS LANE CAUSING HEAD ON COLLISION	ALPD	CLOS	\$0	\$0	\$6
N0712673	01	03/13/2007	03/15/2007		JANUSZ ZADLO	IV BACKED OUT OF PSPACE AND COLLIDED WITH CV THAT WAS TRAVELING THRU PILOT	ALPD	CLOS	\$0	\$1,420	\$5
N0713418	01	03/16/2007	03/20/2007		JANUSZ ZADLO	IV ATTEMPTED LEFT TURN AND STRUCK CV FRONT END	ALPD	CLOS	\$0	\$2,187	\$14
T0720851	01	04/30/2007	05/01/2007		JOSEPH COLANGELO	3 CAR LOSS CV1 HIT CV2 AND PUSHED CV2 INTO IV	COLL	CLOS	\$0	\$0	\$29
T0731566	01	06/29/2007	07/03/2007		RIK HARD MATTHEWS	IV STRUCK PARKED UNOCC CV IN PARKING LOT	ALPD	CLOS	\$0	\$713	\$0

Claim Experience Detail - BA 08/01/2005 to 08/01/2006

Claim Number	Suffix	Loss Date	Reported Date	Store	Operator	Loss Description	Type	Status	Reserves	Payments	Expenses
73091526	01	11/29/2005	12/13/2005		N/A	GLASS LOSS	COMP	CLOS	\$0	\$178	\$22
N06409888	01	01/04/2006	01/23/2006		EDWARD SCHRÖDER	CVMT STATES THAT THE INSURED WAS FLOWING AND THE SNOW HIT HER FRONT BUMPER AND LAMP CAUSING DAMAGE - BOTH CARS WERE MOVING	ALPD	CLOS	\$0	\$1,117	\$32
N0659759	01	05/15/2006	05/16/2006		DAVID HAWKINS	DIV WAS GOING STRAIGHT; CVT WAS MAKING A LEFT TURN; DIV STRUCK THE PASS SIDE REAR OF CVT VEH	ALPD	CLOS	\$0	\$2,409	\$106
N0661822	01	05/26/2006	05/26/2006		RYAN GRIFFITHS	OV STRUCK REAR OF PARKED IV	PIP	CLOS	\$0	\$0	\$3
T0560005	03	05/26/2006	05/26/2006		RONALD CORRADO	IV STRUCK PARKED IV2	ALB	CLOS	\$0	\$0	\$0
N0738643	01	08/08/2007	08/13/2007		NEW YORK STATE BRIDGE	FIRE - MISCELLANEOUS OR UNDETERMINED	COLL	CLOS	\$0	\$810	\$0

Claim Experience Detail - C11 08/01/2007 to 08/01/2008

Claim Number	Suffix	Loss Date	Reported Date	Store	Operator	Loss Description	Type	Status	Reserves	Payments	Expenses
N0738643	01	08/08/2007	08/13/2007		NEW YORK STATE BRIDGE	FIRE - MISCELLANEOUS OR UNDETERMINED	FM	CLOS	\$0	\$63,648	\$1,551



Harleysville Insurance - Policyholder Report

Account Summary - Part 1

Branch: Watertown

Insured: NEW YORK STATE BRIDGE (100983384)

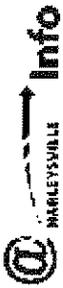
Agency: ASSOCIATES OF GLENS FALLS INC (815710)

By Policy Term

Policy Term	Incurred Losses	Loss Payments	Loss Reserves	Loss Expenses
08/01/2007 to 08/01/2008	\$67,199	\$65,648	\$0	\$1,551
08/01/2006 to 08/01/2007	\$12,460	\$11,782	\$0	\$678
08/01/2005 to 08/01/2006	\$4,677	\$4,514	\$0	\$163
All Terms Totals	\$84,336	\$81,943	\$0	\$2,393

By Line of Business (for all terms)

LOB Desc	Incurred Losses	Loss Payments	Loss Reserves	Loss Expenses
Auto Liability	\$13,312	\$12,950	\$0	\$362
Auto Physical Damage	\$3,825	\$3,346	\$0	\$479
Inland Marine	\$67,199	\$65,648	\$0	\$1,551
All Line of Business Totals	\$84,336	\$81,943	\$0	\$2,393



Harleysville Insurance - Policyholder Report

Branch: Watertown

Account Summary - Part 2

Agency: ASSOCIATES OF GLENS FALLS INC (815710)

Insured: NEW YORK STATE BRIDGE (100983384)

By Term and Line of Business

Policy Term	LOB Desc	Incurred Losses	Loss Payments	Loss Reserves	Loss Expenses
08/01/2007 to 08/01/2008	Inland Marine	\$67,199	\$65,648	\$0	\$1,551
08/01/2007 to 08/01/2008		\$67,199	\$65,648	\$0	\$1,551
08/01/2006 to 08/01/2007	Auto Liability	\$9,645	\$9,424	\$0	\$221
	Auto Physical Damage	\$2,815	\$2,358	\$0	\$457
	Inland Marine	\$0	\$0	\$0	\$0
08/01/2006 to 08/01/2007		\$12,460	\$11,782	\$0	\$678
08/01/2005 to 08/01/2006	Auto Liability	\$3,667	\$3,526	\$0	\$141
	Auto Physical Damage	\$1,010	\$986	\$0	\$22
08/01/2005 to 08/01/2006		\$4,677	\$4,514	\$0	\$163
Totals		\$84,336	\$81,943	\$0	\$2,393



Harleysville Insurance - Policyholder Inquiry Report

Run Date: Apr 26, 2011 7:33:57 AM

Disclaimer and Report Element Definitions

Branch: Watertown

Insured: NEW YORK STATE BRIDGE (100983384)

Agency: ASSOCIATES OF GLENS FALLS INC (815710)

This loss and limit information is subject to additions, corrections and/or changes. There are no representations or warranties as to its accuracy, and the information shall not be interpreted as an admission of liability.

Report Element Definitions:

- Incurred Losses** Total of the Loss Payments, Loss Reserves and Loss Expenses Amounts
- Loss Payments** Loss Transaction Amount for Loss Transaction Codes beginning with '72'
- Loss Reserves** Loss Transaction Amount for Loss Transaction Codes beginning with '71'
- Loss Expenses** Loss Transaction Amount for Loss Transaction Codes beginning with '73'



North Island Group, Inc.

NIF Governmental Services, Inc., 103 Spring Valley Road, Montvale, NJ 07645
201 391 5900 800 691 5903 fax 201 391 5959
bschapira@nifgroup.com

05/10/11

Fr: Belkis Schapira

Praetor Professional

Re: NY STATE BRIDGE AUTHORITY

As of 03/31/11 no losses has been reported under the above referenced Praetorian Insurance Company policy(ies).

07-08	08-09	09-10	10-11
RENEWS	RENEWS	RENEWS	RENEWS
H631-000068-00	H631-000068-01	H631-000068-02	H631-000068-03

Anthony Kaprowski

Underwriting Manager for Praetorian Insurance Company.

NEW YORK STATE BRIDGE AUTHORITY

**UMBRELLA LIABILITY
ARCH INSURANCE COMPANY**

Limit: \$10,000,000

Term: 8/1/2010 – 2011

Annual Premium (incl. Walkway over the Hudson): \$92,500

Annual Premium, 85,000 plus 7,500 annualized premium
 for addition of Walkway over Hudson - Endt No 12
 Total Annual Premium - 92,500



Home Office Address:
 3100 Broadway, Suite 511
 Kansas City, MO 64111

Administrative Address:
 Northeast Region - One Liberty Plaza, 53rd Floor
 New York, NY 10006
 Tel: (646) 822-6700

COMMERCIAL LIABILITY UMBRELLA POLICY

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

DECLARATIONS

POLICY NUMBER: ULP0007459-05 ✓ RENEWAL OF: ULP0007459-04 ✓
 EFFECTIVE DATE: August 01, 2010 ✓ PRODUCER CODE: P351
 EXPIRATION DATE: August 01, 2011 ✓
 12:01 AM STD Time at the Address of the Named Insured

Item 1. Named Insured and Producer

Named Insured: New York State Bridge Authority
 Mailing Address: Mid-Hudson Bridge Plaza ✓ PD B-1010
 HIGHLAND, NY 12528

 Producer Name: Crump Insurance Services, Inc.
 Mailing Address: 199 Water Street
 28th Floor
 New York, NY 10038

Item 2. Named Insured is classified as:

Individual Partnership Joint Venture Corporation Other

Item 3. Limits of Insurance

(a) Each Occurrence Limit \$10,000,000 ✓
 (b) Products-Completed Operations Aggregate Limit \$10,000,000 ✓
 (c) General Aggregate Limit \$10,000,000 ✓ End 9
 (Other than Products-Completed Operations) 20

Item 4. Self-Insured Retention

Each Occurrence or Offense \$10,000 ✓

Item 5. Limits of Liability of Underlying Insurance: (See Schedule A – Schedule of Underlying Insurance)

Item 6. Policy Provisions, Forms and Endorsements Attached to this Policy at Inception: (See Commercial Umbrella Liability Policy Schedule Of Endorsements)

Item 7. Policy Premium: \$80,000.00 (See rate)
Premium for Certified Acts of Terrorism: \$5,000.00 Premium is Flat
Total Premium Payable: \$85,000.00 ✓

Flat Auditable

Minimum Premium \$0.00

Item 8. Rate: Flat

92,500*

THESE DECLARATIONS, TOGETHER WITH COMMERCIAL UMBRELLA POLICY PROVISIONS, SCHEDULE A – SCHEDULE OF UNDERLYING INSURANCE AND ENDORSEMENTS, IF ANY, ARE ISSUED AS PART OF, AND IN COMPLETION OF THE ABOVE NUMBERED POLICY.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In consideration of an additional premium charge of \$4,583, it is here by agreed that the following endorsement has been added effective 12/21/2010:

DESIGNATED ENDORSEMENT FOLLOW FORM ENDORSEMENT 00EXU0197 00 12 06

All other terms and conditions of this Policy remain unchanged.

Issued By: ARCH INSURANCE COMPANY

Endorsement Number:12

Policy Number: ULP0007459-05

Named Insured: NEW YORK STATE BRIDGE AUTHORITY

Endorsement Effective Date: DECEMBER 21, 2010



President

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is agreed that Form # 05 EXU0082 00 12 06 – Commercial Liability Umbrella Policy Schedule A – Schedule of Underlying Insurance – is hereby amended as follows:

A. COMMERCIAL GENERAL LIABILITY

Insurer: Lexington Insurance Company
Policy Number: 037666081
Effective Date: August 01, 2010
Expiration Date: August 01, 2011

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate – per location
\$2,000,000 Products – Completed Operations Aggregate
\$1,000,000 Personal & Advertising Injury
\$10,000,000 Overall General Aggregate

D. WATERCRAFT LIABILITY

Insurer: The Continental Insurance Company
Policy Number: H0876130
Effective Date: May 02, 2010
Expiration Date: May 02, 2011

\$1,000,000 Each Occurrence
\$1,000,000 General Aggregate

All other terms and conditions of this Policy remain unchanged.

Issued By: ARCH INSURANCE COMPANY

Endorsement Number: 11-REVISED

Policy Number: ULP0007459-05

Named Insured: NEW YORK STATE BRIDGE AUTHORITY

Endorsement Effective Date: AUGUST 01, 2010



President

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby understood and agreed that the mailing address is amended to read as:

PO Box 1010
Mid-Hudson Bridge Plaza
Highland, NY 12528

It is also agreed that Item 2. on the Dec Page is amended as follows:

Item 2. Named Insured is classified as:

Individual Partnership Joint Venture Corporation Other

It is further agreed that the Form Number – 05 EXU0082 00 12 06 – Commercial Liability Umbrella Policy Schedule A – Schedule of Underlying Insurance – is hereby amended as follows:

A. COMMERCIAL GENERAL LIABILITY

Insurer: Lexington Insurance *Company*
Policy Number: 037666081
Effective Date: August 01, 2010
Expiration Date: August 01, 2011

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate – per location
\$2,000,000 Products – Completed Operations Aggregate
\$1,000,000 Personal & Advertising Injury
\$10,000,000 Overall General Aggregate

B. AUTOMOBILE LIABILITY

Insurer: Praetorian Insurance Company
Policy Number: H631-000067-03
Effective Date: August 01, 2010
Expiration Date: August 01, 2011

\$1,000,000 Combined Single Limit

C. LAW ENFORCEMENT LIABILITY

Insurer: Praetorian Insurance Company
Policy Number: H631-000068-03
Effective Date: August 01, 2010
Expiration Date: August 01, 2011

\$1,000,000 Each Occurrence
\$1,000,000 General Aggregate

D. WATERCRAFT LIABILITY

Insurer: The Continental Insurance Company
Policy Number: ~~H0875759~~ H0876130
Effective Date: May 02, 2010
Expiration Date: May 02, 2011

\$1,000,000 Each Occurrence
\$1,000,000 General Aggregate

E. EMPLOYERS LIABILITY

Insurer: The New York State Insurance Fund
Policy Number: A111014-7
Effective Date: 10/21/2009
Expiration Date: 10/21/2010

\$500,000 Each Employee
\$500,000 Each Accident
\$500,000 Policy Limit

All other terms and conditions of this Policy remain unchanged.

Issued By: ARCH INSURANCE COMPANY

Endorsement Number: 11

Policy Number: ULP0007459-05

Named Insured: NEW YORK STATE BRIDGE AUTHORITY

Endorsement Effective Date: AUGUST 01, 2010



President

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENDORSEMENT(S) FOLLOW FORM ENDORSEMENT

This endorsement modifies insurance provided under the **COMMERCIAL LIABILITY UMBRELLA POLICY**.

Schedule

"Designated Endorsement(s)":

<u>"Underlying Policy"</u>	<u>Endorsement Title</u>	<u>Endorsement Form Number</u>
Lexington Insurance Company	Amendatory Endorsement	LEXDOC021 - #011

With respect to the "Designated Endorsement(s)" described in the Schedule above, it is agreed that by incorporating reference to such "Designated Endorsement(s)" any modification of coverages, definitions, terms, conditions, limitations and exclusions of the "Underlying Policy" by such "Designated Endorsement(s)" shall apply to this policy as if the provisions of such "Designated Endorsement(s)" had been endorsed to this policy.

To the extent that any reference to section, heading, item or paragraph lettering or numbering sequence contained in any "Designated Endorsement(s)" is inconsistent with the section, heading, item or paragraph lettering or numbering sequence of this policy, such inconsistency shall not affect the modification intended by such "Designated Endorsement(s)" and such reference to section, heading, item or paragraph lettering or numbering sequence of the "Designated Endorsement(s)" is amended to comply with the section, item and paragraph lettering or numbering sequence of this policy.

The Named Insured agrees to notify us promptly of all changes that in any manner may affect the coverages, definitions, terms, conditions, limitations and exclusions provided by "Designated Endorsement(s)". Any change that restricts coverage will automatically apply to this policy. Any change that broadens coverage will not apply to this policy unless and until our consent is provided in writing and made a part of this policy.

However, this policy will not recognize reduction or exhaustion of the "retained limit" by payment of costs, expenses, fees, damages, settlements or judgments because of "bodily injury", "property damage" or "personal and advertising injury" when such payment of costs, expenses, fees, damages, settlements or judgments are, by virtue of a sub-limit of liability in a "Designated Endorsement", limited by a limit of liability that is less than the per occurrence limit of the "Underlying Policy".

The following definitions apply to this endorsement:

"Designated Endorsement(s)" means the specified endorsement listed by Endorsement Title and Endorsement Form Number in the Schedule above.

"Underlying Policy" means the specified policy of insurance listed in Schedule A – Schedule of Underlying Insurance and listed in the Schedule above to which the "Designated Endorsement(s)" applies.

All other terms and conditions of this policy remain unchanged.

Endorsement Number: 13

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: ULP0007459-05

Named Insured: NEW YORK STATE BRIDGE AUTHORITY

Endorsement Effective Date: DECEMBER 21, 2010



Arch

 Insurance Group®

ARCH INSURANCE COMPANY

 (A Missouri Corporation)

Home Office Address:
 3100 Broadway
 Suite 511
 Kansas City, MO 64111

Administrative Address:
 Northeast Region - One Liberty Plaza
 53rd Floor
 New York, NY 10006
 (646) 822-6700

COMMERCIAL LIABILITY UMBRELLA POLICY
SCHEDULE A – SCHEDULE OF UNDERLYING INSURANCE

NAMED INSURED: New York State Bridge Authority
 POLICY NUMBER: ULP0007459-05
 EFFECTIVE DATE: August 01, 2010 EXPIRATION DATE: August 01, 2011

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

A. COMMERCIAL GENERAL LIABILITY

Insurer: Lexington Insurance Company ✓
 Policy Number: *037666081*
 Effective Date: August 01, 2010
 Expiration Date: August 01, 2011 ✓

10,000,000 Overall General Agg
 \$1,000,000 Each Occurrence ✓
 \$2,000,000 General Aggregate - *per Location*
 \$2,000,000 Products - Completed Operations Aggregate ✓
1,000,000 Personal & Advertising Injury

B. AUTOMOBILE LIABILITY

Insurer: Praetorian Insurance Company ✓
 Policy Number: *H631-000067-03*
 Effective Date: August 01, 2010 ✓
 Expiration Date: August 01, 2011 ✓
 \$1,000,000 Combined single Limit ✓

C. LAW ENFORCEMENT LIABILITY

Insurer: Praetorian Insurance Company ✓
 Policy Number: *H631-000068-03*
 Effective Date: August 01, 2010 ✓
 Expiration Date: August 01, 2011 ✓
 \$1,000,000 Each Occurrence ✓
 \$1,000,000 General Aggregate ✓

D. WATERCRAFT LIABILITY

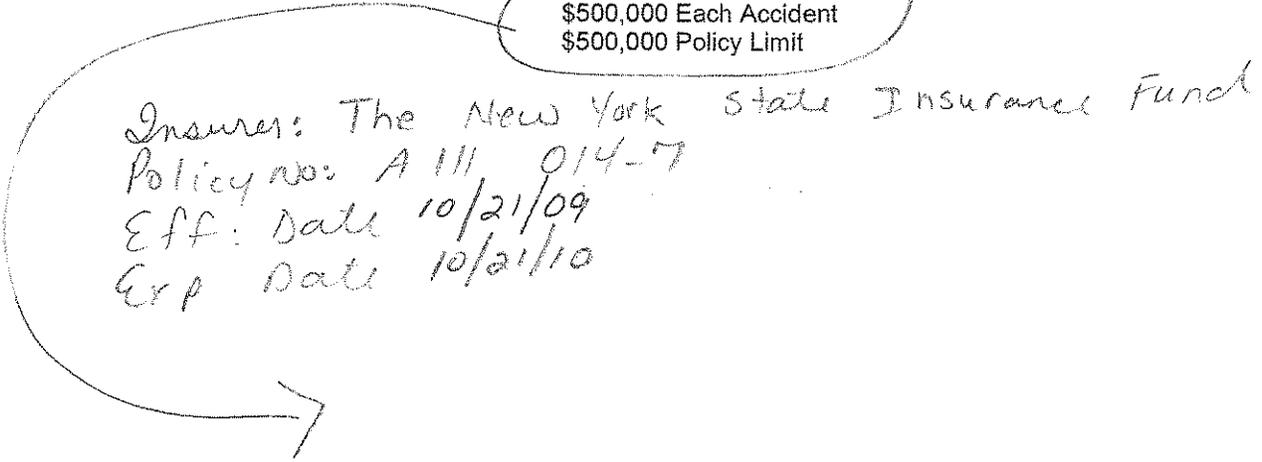
Insurer: The Continental Insurance Company ✓

Policy Number: H0875759
Effective Date: ~~August 01, 2010~~ May 2, 2010
Expiration Date: ~~August 01, 2011~~ May 2, 2011
\$1,000,000 Each Occurrence ✓
\$1,000,000 General Aggregate ✓

E.

~~Annotations to Schedule of Underlying:~~ Employers Liability
TBD
\$500,000 Each Employee
\$500,000 Each Accident
\$500,000 Policy Limit

Insurer: The New York State Insurance Fund
Policy no: A III 014-7
Eff: Date 10/21/09
Exp Date 10/21/10





Home Office Address:
 3100 Broadway
 Suite 511
 Kansas City, MO 64111

Administrative Address:
 Northeast Region - One Liberty Plaza
 53rd Floor
 New York, NY 10006
 (646) 822-6700

**COMMERCIAL UMBRELLA LIABILITY POLICY
 SCHEDULE OF ENDORSEMENTS**

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

NAMED INSURED: New York State Bridge Authority

POLICY NUMBER: ULP0007459-05

POLICY TERM: August 01, 2010 TO August 01, 2011

ENDORSEMENTS ATTACHED TO AND FORMING A PART OF THIS POLICY:

END'T NO.	FORM NUMBER	TITLE
	05 ML0014 00 03 03 ✓	CLAIMS HANDLING PROCEDURES (Arch Ins. Co.)
	00 ML0065 00 06 07 ✓	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")
	05 ML0002 00 12 06 ✓	SIGNATURE PAGE
1	00 EXU0245 00 11 09 ✓	VIOLATION OF COMMUNICATION OR INFORMATION LAWS EXCLUSION ENDORSEMENT
2	00 EXU0189 00 12 06 ✓	CROSS SUITS EXCLUSION ENDORSEMENT (NAMED INSURED)
3	00 EXU0222 00 02 07 ✓	PRIOR INJURY OR DAMAGE AMENDMENT
4	00 EXU0252 33 01 09 ✓	NEW YORK CHANGES ENDORSEMENT
5	00 EXU0020 00 12 06 ✓	ABUSE OR MOLESTATION EXCLUSION ENDORSEMENT
6	00 EXU0081 00 12 06 ✓	PUNITIVE DAMAGES FOLLOW FORM ENDORSEMENT
7	00 EXU0075 00 12 06 ✓	WATERCRAFT LIABILITY FOLLOW FORM ENDORSEMENT
8	00 EXU0066 00 12 06 ✓	ERROR OR OMISSION EXCLUSION FOLLOW FORM-
		DESIGNATED OPERATIONS OR SERVICES ENDORSEMENT
9	00 EXU0108 00 12 06 ✓	AMENDMENT OF GENERAL AGGREGATE LIMIT WITH LOSS CAP ENDORSEMENT
10	00 EXU0227 00 01 06 ✓	EXCLUSION OF TERRORISM OTHER THAN A CERTIFIED ACT OF TERRORISM
	00 MLT0031 00 01 08 ✓	TERRORISM COVERAGE DISCLOSURE NOTICE

COMMERCIAL LIABILITY UMBRELLA POLICY

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

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

BODILY INJURY, PROPERTY DAMAGE AND 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 "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages when the "underlying insurance" or any applicable "other insurance" does not provide coverage or the limits of "underlying insurance" and any applicable "other 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", "property damage" or "personal and advertising injury" to which this insurance does not apply. At our discretion, we may investigate any "occurrence" or 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 ends when we have used up the applicable limit of insurance in the payment of judgments or settlements to which this insurance applies.

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

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

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
 - d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
 - e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
 - f. This insurance applies to "personal and advertising injury" only if:
 - (1) The "personal and advertising injury" is caused by an enumerated offense arising out of your business and committed in the "coverage territory";
 - (2) The enumerated offense is committed during the policy period.

2. Exclusions

The exclusions contained herein and any exclusions contained in endorsements to this policy apply regardless of whether any cause, event, material or product contributed concurrently or in any sequence to the injury or damage. This policy will not recognize reduction or exhaustion of the "retained limit" by payment of costs, expenses, fees, damages, settlements or judgments because of "bodily injury", "property damage" or "personal and advertising injury" excluded by this policy or any endorsements to this policy.

This insurance does not apply to any claim, "suit", demand or loss that alleges:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" that, in any way, in whole or in part, arises out of, relates to or results from injury or 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 attorney 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 attorney 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.

Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise provided by the terms of this policy. However, the insurance provided by this policy will be no broader than the coverage provided by the "underlying insurance".

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 does not apply to the extent that applicable and collectible "underlying insurance" for such "bodily injury" or "property damage" exists or would have existed but for the exhaustion of the underlying limits for "bodily injury" and "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise provided by the terms of this policy. However, the insurance provided by this policy will be no broader than the coverage provided by the "underlying 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. E.R.I.S.A.

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Any obligation of the insured under the Employees' Retirement Income Security Act (E.R.I.S.A.), and any amendments thereto or any similar federal, state or local statute.

f. Auto Coverages

- (1) "Bodily injury" or "property damage" that, in any way, in whole or in part, arises out of, relates to or results from 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.

Coverage for a "covered auto" provided in (1) above will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise provided by the terms of this policy. However, the insurance provided by this policy will be no broader than the coverage provided by the "underlying insurance".

g. Employer's Liability

"Bodily injury" that, in any way, in whole or in part, arises out of, relates to or results from 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 applicable and collectible "underlying insurance" for such "bodily injury" exists or would have existed but for the exhaustion of the underlying limits for "bodily injury". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise provided by the terms of this policy. However, the insurance provided by this policy will be no broader than the coverage provided by the "underlying insurance".

h. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" that, in any way, in whole or in part, arises out of, relates to or results from or 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".

i. Aircraft Or Watercraft

"Bodily injury" or "property damage" that, in any way, in whole or in part, arises out of, relates to or results from 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 does not apply to a watercraft while ashore on premises you own or rent.

j. Racing Activities

"Bodily injury" or "property damage" that, in any way, in whole or in part, arises out of, relates to or results from 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.

k. War

"Bodily injury", "property damage" or "personal and advertising injury" that, in any way, in whole or in part, arises out of, relates to or results from:

(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.

l. 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) 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".

m. Damage To Your Product

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

n. 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.

o. 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.

p. 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.

q. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" that in any way, in whole or in part, arises out of, relates to or results from the rendering 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, drawings, opinions, reports, surveys, change orders, designs or specifications;
- (3) Engineering services, including related supervisory or inspection services;
- (4) Medical, surgical, dental, x-ray or nursing services, treatment, advice, instruction, demonstration or assistance in any demonstration;
- (5) Any health or therapeutic service treatment, advice, instruction, demonstration or assistance in any demonstration;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) 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;
- (8) Body piercing services;
- (9) Services in the practice of pharmacy; but this exclusion does not apply if you are a retail druggist or your operations are those of a retail drugstore;
- (10) Law enforcement or firefighting services; and
- (11) Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

r. Asbestos

"Bodily injury", "property damage" or "personal and advertising injury" that in any way, in whole or in part, arises out of, relates to or results from the "asbestos hazard".

This exclusion includes, but is not limited to, compliance with any request, demand, order, or statutory or regulatory requirement, or any other action authorized or required by law, or any other claim, "suit", demand, loss, cost, or expense arising out of, relating to or resulting from the investigation of, abating, 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 "asbestos", as well as any loss, costs, fees, expenses, penalties, judgments, fines, or sanctions arising or resulting therefrom or relating thereto.

As used in this exclusion, "asbestos hazard" means:

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- (1) The actual, alleged or threatened exposure to, consumption, ingestion of, inhalation of, absorption of, existence of, or presence of, "asbestos" in any manner or form whatsoever, either directly or indirectly;
- (2) The actual or alleged failure to warn, advise or instruct related to "asbestos" in any manner or form whatsoever;
- (3) The actual or alleged failure to prevent exposure to "asbestos" in any manner or form whatsoever;
- (4) The actual or alleged presence of "asbestos" in any manner or form whatsoever, in any place whatsoever, whether or not within a building or structure, including its contents.

As used in this exclusion, "asbestos" means any substance, regardless of its form or state, containing asbestos.

s. Nuclear Liability

Any injury or 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; or
- (3) Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization; or
- (4) Under any Liability Coverage, to any injury or damage resulting from "hazardous properties" of "nuclear material", if:
 - (a) 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;
 - (b) 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
 - (c) The injury or 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 (c) applies only to "property damage" to such "nuclear facility" and any property thereat.

As used in this exclusion:

- (1) "Hazardous properties" includes radioactive, toxic or explosive properties.
- (2) Nuclear material" means "source material", "Special nuclear material" or "by-product material".
- (3) "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.
- (4) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".
- (5) "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".
- (6) "Nuclear facility" means:
 - (a) Any "nuclear reactor";
 - (b) Any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing "spent fuel", or (iii) 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.
- (7) "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.
- (8) "Property damage" includes all forms of radioactive contamination of property.

t. Employment Related Practices

Any injury or damage to:

- (1) A person arising out of any:
 - (a) Refusal to employ;
 - (b) Termination of that person's employment; or

- (c) Employment-related practices, policies, act or omissions such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person;
 - (d) Action under Title VII of the 1964 Civil Rights Act and/or any amendments thereto; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of any injury or damage to that person at whom any of the employment-related practices described in **Paragraphs (a), (b), (c) or (d)** above is directed.

This exclusion applies:

- (1) Whether the insured may be held liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

u. Fungi or Bacteria

"Bodily injury", "property damage" or "personal and advertising injury" that in any way, in whole or in part, arises out of, relates to or results from the "fungi or bacteria hazard".

This exclusion includes, but is not limited to,, compliance with any request, demand, order, or statutory or regulatory requirement, or any other action authorized or required by law, or any other claim, "suit", demand, loss, cost, or expense arising out of, relating to or resulting from the investigation of, abating, 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 or bacteria", as well as any loss, costs, fees, expenses, penalties, judgments, fines, or sanctions arising or resulting therefrom or relating thereto.

This exclusion does not apply to any fungi or bacteria that are on or are contained in food or beverages.

As used in this exclusion, "fungi or bacteria hazard" means:

- (1) Actual, alleged or threatened exposure to, consumption, ingestion of, inhalation of, absorption of, existence of, or presence of, "fungi or bacteria" in any manner or form whatsoever, either directly or indirectly;
- (2) The actual or alleged failure to warn, advise or instruct related to "fungi or bacteria" in any manner or form whatsoever;
- (3) The actual or alleged failure to prevent exposure to "fungi or bacteria" in any manner or form whatsoever; or
- (4) The actual or alleged presence of "fungi or bacteria" in any manner or form whatsoever, in any place whatsoever, whether or not within a building or structure, including its contents.

As used in this exclusion, "fungi or bacteria" include, without limitation, mold, mildew, yeast, spores, mycotoxins, endotoxins, or other pathogens, as well as any particulates or byproducts of any of the foregoing, either directly or indirectly.

v. Lead

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"Bodily injury", "property damage", or "personal and advertising injury" that in any way, in whole or in part, arises out of, relates to, or results from the "lead hazard".

This exclusion includes, but is not limited to, compliance with any request, demand, order, or statutory or regulatory requirement, or any other action authorized or required by law, or any other claim, "suit", demand, loss, cost, or expense arising out of, relating to or resulting from the investigation of, abating, 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 lead, as well as any loss, costs, fees, expenses, penalties, judgments, fines, or sanctions arising or resulting therefrom or relating thereto.

As used in this exclusion, "lead hazard" means:

- (1) The actual, alleged or threatened exposure to, consumption, ingestion of, inhalation of, absorption of, existence of, or presence of, lead in any manner or form whatsoever, either directly or indirectly;
- (2) The actual or alleged failure to warn, advise or instruct related to lead in any manner or form whatsoever;
- (3) The actual or alleged failure to prevent exposure to lead in any manner or form whatsoever; or
- (4) The actual or alleged presence of lead in any manner or form whatsoever, in any place whatsoever, whether or not within a building or structure, including its contents.

w. Intellectual Property

"Bodily injury", "property damage", or "personal and advertising injury" that, in any way, in whole or in part, arises out of, relates to or results from the actual or alleged publication or utterance or oral or written statements which are claimed as an infringement, violation or defense of any of the following rights or laws:

- (1) copyright, other than infringement in your "advertisement" of copyright or slogan;
- (2) patent;
- (3) trade secrets;
- (4) trade dress; or
- (5) trademark, service mark, certification mark, collective mark or trade name, other than trademarked or service marked titles or slogans.

x. Various Personal and Advertising Injury Offenses

"Personal and advertising injury":

- (1) 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) That, in any way, in whole or in part, arises out of, relates to or results from oral or written publication, television, radio or other electronic publication, or other publication of any kind of material (including but not limited to publication by means of Internet, extranet, e-mail or website), if done by or at the direction of the insured with

knowledge of its falsity;

- (3) That, in any way, in whole or in part, arises out of, relates to or results from oral or written publication, television, radio or other electronic publication, or other publication of any kind of material (including but not limited to publication by means of Internet, extranet, e-mail or website) whose first publication took place before the beginning of the policy period;
- (4) That, in any way, in whole or in part, arises out of, relates to or results from a criminal act committed by or at the direction of the insured;
- (5) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
- (6) That, in any way, in whole or in part, arises out of, relates to or results from a breach of contract;
- (7) That, in any way, in whole or in part, arises out of, relates to or results from the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (8) That, in any way, in whole or in part, arises out of, relates to or results from the wrong description of the price of goods, products or services stated in your "advertisement";
- (9) 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 16. a., b. and c. of "personal and advertising injury" under Section V – DEFINITIONS.

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.

- (10) That, in any way, in whole or in part, arises out of, relates to or results from an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control; or
- (11) That, in any way, in whole or in part, arises out of, relates to or results from 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.

y. Silica

"Bodily injury", "property damage", or "personal and advertising injury" that in any way, in whole or in part, arises out of, relates to or results from:

- (1) The actual, alleged or threatened exposure to, consumption of, ingestion of, inhalation of, or absorption of "silica", either directly or indirectly;

- (2) The actual, alleged or threatened exposure to, consumption of, ingestion of, inhalation of, absorption of, existence of or presence of, "silica dust" either directly or indirectly;
- (3) The actual or alleged failure to warn, advise or instruct related to "silica" in any manner or form whatsoever; or
- (4) The actual or alleged failure to prevent exposure to "silica".

This exclusion includes, but is not limited to, compliance with any request, demand, order, or statutory or regulatory requirement, or any other action authorized or required by law, or any other claim, "suit", demand, loss, cost, or expense arising out of, relating to or resulting from the investigation of, abating, 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 "silica", as well as any loss, costs, fees, expenses, penalties, judgments, fines, or sanctions arising or resulting therefrom or relating thereto.

As used in this exclusion:

- (1) "Silica" means any substance containing silicon dioxide (SiO₂), including, but not limited to, crystalline or non-crystalline silica, silica particles, silica compounds, "silica dust" or synthetic silica, including but not limited to precipitated silica, silica gel, fumed silica or silica-flour.
- (2) "Silica dust" means dust containing "silica" alone or mixed with any other dust or fiber(s).

z. Electronic Data

Damages that, in any way, in whole or in part, arises out of, relates to or results from the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

aa. Discrimination

"Bodily injury", "property damage", or "personal and advertising injury" that in any way, in whole or in part, arises out of, relates to or results from discrimination. Discrimination includes but is not limited to, discrimination on the basis of age, sex, race, color, creed or religious affiliation, physical or mental hardship or disability, national or ethnic origin, marital status, sexual orientation or preference, potential terrorist threat, or any other discrimination prohibited by any law.

SUPPLEMENTARY PAYMENTS

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 \$2000 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 costs taxed against the insured in the "suit".
- 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. However, if the defense expenses or payments as described above reduce the applicable limits of the "underlying insurance", then such defense expenses or payments we incur or make shall reduce the applicable Limits of Insurance of this policy.

- 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 – **COVERAGES**, 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, 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 Paragraphs (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 policy.

c. Any organization you newly acquire or form during the policy period, other than a partnership, joint venture or limited liability company, and in which you maintain an interest of more than fifty (50) percent, 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) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

(3) Does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

Further:

(1) Any newly acquired or formed organization that is not reported within the time period described in subparagraph c. 1. above is not an insured under this policy; and

- (2) Following the notification by the insured of such newly acquired or formed organization, we reserve the right to exclude coverage, or to charge additional premium, or to amend the terms and conditions of coverage with respect to such newly acquired or formed 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 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.
 - 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.

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 required by the contract, less any amounts payable by any "underlying insurance".

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;

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- b. Claims made, "suits" brought, or number of vehicles involved; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for all "ultimate net loss", except for:
- a. Damages covered under the "products-completed operations hazard"; and,
 - b. Damages covered in "underlying insurance" to which no underlying aggregate limit applies.
3. The Products-Completed Operations Aggregate Limit is the most we will pay for all "ultimate net loss" as a result of "bodily injury" or "property damage included in the "products-completed operations hazard".
4. Subject to Paragraphs 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for all "ultimate net loss" for "bodily injury"; "property damage" and "personal and advertising injury" arising out of any one "occurrence" or offense.

Any amount paid for "ultimate net loss" arising out of an "occurrence" or offense will reduce the amount of the applicable aggregate limit of insurance available for payment of damages arising out of any other "occurrence" or offense.

If the applicable aggregate limit of insurance has been reduced by payment of "ultimate net loss" to an amount that is less than the limit for Each Occurrence stated in Item 3.a. of the Declarations, the remaining aggregate limit of insurance is the most that will be available for payment of damages arising out of any other "occurrence" or offense.

5. The Limits of Insurance of this policy apply only in excess of the "retained limit". If, however, the "underlying insurance" has a limit of insurance that is:
- a. Greater than the amount shown in the Schedule A - Schedule of Underlying Insurance, this policy will apply in excess of the greater amount and any applicable "other insurance" ; or
 - b. Less than the amount shown in the schedule of "underlying insurance", this policy will apply in excess of the amount shown in the Schedule A - Schedule of Underlying Insurance and any applicable "other insurance".
6. If the total applicable limits of insurance of the "underlying insurance" are reduced or exhausted by payment of "ultimate net loss" to which this policy applies, this policy will:
- a. In the event of such reduction, subject to the terms and conditions of this policy, pay excess of the remaining total applicable limits of insurance of the "underlying insurance" and any applicable "other insurance".
 - b. In the event of exhaustion of the total applicable limits of insurance of the "underlying insurance" and any applicable "other insurance", continue in force as underlying insurance, subject to the terms and conditions of this policy.

However, if the limits of insurance of the "underlying insurance" are not collectible for any reason, other than reduction or exhaustion by the payment of "ultimate net loss", our obligations under this policy will not be increased and we will only pay those amounts in excess of the limits of insurance of the "underlying insurance" shown in the Schedule A - Schedule of Underlying Insurance.

The Aggregate Limit, as described in Paragraph 2. and 3. 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

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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 be liable for taxable costs, pre-judgment and post judgment interest and disbursements.

2. Bankruptcy

a. Bankruptcy Of Insured

Bankruptcy, insolvency or other financial impairment of the insured or of the insured’s estate will not relieve us of our obligations under this policy.

b. Bankruptcy Of Underlying Insurer

Bankruptcy, insolvency or other financial impairment of the “underlying insurer” will not relieve us of our obligations under this policy.

However, this insurance will not replace the “underlying insurance” in the event of bankruptcy, insolvency or other financial impairment of the “underlying insurer”. This insurance will not replace any “underlying insurance” which is comprised in whole or in part of self-insurance in the event of bankruptcy, insolvency or other financial impairment of the insured. This insurance will apply as if the “underlying insurance” or self-insurance were in full effect.

3. Cancellation

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Insured’s last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. 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.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

4. Changes

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

5. 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.

6. 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.

7. Inspections And Surveys

a. We have the right to:

- (1) Make inspections and surveys at any time;
 - (2) Give you reports on the conditions we find; and
 - (3) Recommend changes.
- b. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
- (1) Are safe or healthful; or
 - (2) Comply with laws, regulations, codes or standards.
- c. 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.
- d. 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.

8. Legal Action Against Us

No person or organization has a right under this policy:

- 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 policy 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 policy 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.

9. 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 policy.

When this insurance is excess, we will have no duty 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 this insurance; and

- (2) The total of all deductible and self-insured amounts under all that "other insurance".

10. Premiums

The first Named Insured shown in the Declarations:

- a. Is responsible for the payment of all premiums; and
- b. Will be the payee for any return premiums we pay.

11. Premium Audit

- a. We will compute all premiums for this policy in accordance with our rules and rates.
- b. Premium shown in this policy 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.

12. 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.

13. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy 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.

14. 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 policy, 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.

15. Loss Payable

Liability under this policy shall not apply unless and until the insured or insured's "underlying insurer" has become obligated to pay the "retained limit". Such obligation by the insured to pay part of the "ultimate net loss" shall have been previously determined by a final settlement or judgment after an actual trial or written agreement between the insured, claimant, and us.

16. 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.

17. 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.

18. Maintenance Of Underlying Insurance

We have issued this insurance in reliance upon the representations made by you or your representatives about "underlying insurance" and your "retained limit". During the policy period, you agree that:

- a. "Underlying insurance" is and remains valid and in full force and effect;
- b. "Underlying insurance" will not be cancelled, non-renewed or rescinded without replacement by coverage to which we agree;
- c. The terms and conditions of "underlying insurance" will not materially change, unless we agree otherwise;
- d. "The terms and conditions of renewals or replacements of "underlying insurance", shown in the Schedule A - Schedule of Underlying Insurance, will be materially the same as prior coverage and afford limits of insurance equal to or greater than the policy being replaced, unless we agree otherwise;
- e. The limits of insurance of the "underlying insurance" are and remain available, regardless of any bankruptcy, insolvency or other financial impairment of any "underlying insurer" or any other person or organization; and
- f. The limits of insurance of the "underlying insurance" shown in the Schedule A - Schedule of Underlying Insurance will not be reduced or exhausted, except for the reduction or exhaustion by payments of judgments, settlements, or related costs or expenses (if such costs or expenses reduce such limits).

Failure to comply with this condition will not invalidate this insurance. But in the case of any such failure, our obligation or liability will not exceed that which would have applied absent any failure to comply with this condition.

You must notify us as soon as practicable if any "underlying insurance" is no longer valid or in full

force or effect.

19. 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.

20. When We Do Not Renew

If we decide not to renew this policy, 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.

21. Disclosures and Representations

We have issued this insurance based upon representations made to us by you or your representatives.

Unintentional failure of an "employee" of the insured to disclose a hazard or other material information will not violate this condition, unless an "executive officer" (whether or not an "employee") or an "executive officer's" designee knows about such hazard or other material information.

SECTION V – DEFINITIONS

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with its permission.

1. "Advertisement" means a notice that is broadcast, published or distributed to market segments or to the general public, 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;
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state 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. "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.

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

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

9. "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.

10. "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.

11. "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".

12. "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 or watercraft;
- b. While it is in or on an aircraft or watercraft; or
- c. While it is being moved from an aircraft or watercraft 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 or watercraft.

13. "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 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 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 in the state 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".

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

15. "Other Insurance" means a valid and collectible policy of insurance providing coverage for damages covered in whole or in part by this policy. Other insurance also means any type of

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self-insurance or other mechanism by which the insured arranges for funding of legal liabilities or any retention in a policy other than this policy whereby a party other than insurer is responsible for all or a part of any sums payable.

"Other insurance" does not mean "underlying insurance", "self-insured retention", or any policy specifically purchased to be excess of this policy affording coverage that this policy also affords.

16. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following enumerated offenses (referred to throughout this policy as offense):
- 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".

All "personal and advertising injury" arising out of the same or similar material, regardless of the mode in which such material is communicated, including but not limited to publication by means of Internet, extra-net, email or website, will be considered as arising solely out of one offense.

17. "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.
18. "Pollution cost or expense" means any claim, "suit", demand, loss, cost or expense that, in any way, in whole or in part, arises out of, relates to or results from any:
- a. Request, demand, order or statutory or regulatory requirement, or any other action authorized or required by law, that any insured or others investigate, abate, test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate or dispose of, or in any way respond to, or assess the effects of "pollutants" as well as any loss, costs, fees, expenses, penalties, judgments, fines, or sanctions arising out of, relating thereto or resulting therefrom; or
 - b. Claim or "suit" by or on behalf of a govern-mental authority for damages arising out of, relating to or resulting from the investigation of, abating, 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 "pollutants".
19. "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.

20. "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 "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, "electronic data" is not tangible property.

- 21. "Retained limit" means the total available limits of "underlying insurance" shown in the Schedule A - Schedule of Underlying Insurance and any applicable "other insurance" providing coverage to the insured or the "self-insured retention", whichever applies.
- 22. "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" or applicable "other 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.
- 23. "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.
- 24. "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.
- 25. "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. "Ultimate net loss" shall also mean defense expenses and payments incurred by us with respect to any claim we investigate or settle, or any "suit" against an insured we defend, when such expenses or payments reduce the applicable limits of the "underlying insurance".
- 26. "Underlying insurance" means any policies of insurance listed in the Schedule A - Schedule of Underlying Insurance.
- 27. "Underlying insurer" means any insurer who provides any policy of insurance listed in the Schedule A - Schedule of Underlying Insurance.
- 28. "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.
- 29. "Your product":
 - a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) "Your product" includes the providing of or failure to provide warnings or instructions.
 - (c) Does not include vending machines or other property rented to or located for the use of others but not sold.
- 30. "Your work":
 - a. Means:

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

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2) The providing of or failure to provide warnings or instructions.

Claims Handling Procedures

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

An important value of your insurance coverage is the ability of the insurance company to respond when you have a claim. Arch Insurance Company is committed to providing its insureds with effective claim services.

Notices of each incident, claim or suit must be sent immediately to:

Arch Insurance Company
Casualty Claims
10909 Mill Valley Road, Suite 210
P.O. Box 542033
Omaha, NE 68154
Phone: 877 688-ARCH (2724)
Fax: 866 266-3630
E-mail: Claims@ArchInsurance.com

You will be contacted by a representative of the company's Claim Department. This representative will confirm receipt of the loss notice directly to you, provide a company claim number for all future correspondence, refer to legal counsel if necessary, and discuss further handling of the claim.

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

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

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

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

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

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



Signature Page

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

IN WITNESS WHEREOF, Arch Insurance Company has caused this policy to be executed and attested.

A handwritten signature in cursive script that reads "Mark D. Lyons".

Mark D. Lyons
President

A handwritten signature in cursive script that reads "Martin J. Nilsen".

Martin J. Nilsen
Secretary

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**VIOLATION OF COMMUNICATION OR INFORMATION LAWS
EXCLUSION ENDORSEMENT**

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

This endorsement modifies insurance provided under the **COMMERCIAL LIABILITY UMBRELLA POLICY**.

Under **SECTION I – COVERAGES, 2. Exclusions** is amended to include the following additional exclusion:

This insurance does not apply to any claim, "suit", demand or loss that alleges "bodily injury", "property damage", or "personal and advertising injury" that in any way, in whole or in part, arises out of, relates to or results from the violation or alleged violation of:

- (1) The Telephone Consumer Protection Act (TCPA), the Controlling the Assault of Non-Solicited Pornography and Marketing Act (CAN-SPAM), or the Drivers Privacy Protection Act, including any amendments or additions to the foregoing; or
- (2) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (3) Any other federal, state or local statute, regulation or ordinance that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

This policy will not recognize reduction or exhaustion of the "retained limit" by payment of costs, expenses, fees, damages, settlements or judgments because of "bodily injury", "property damage" or "personal and advertising injury" excluded by this endorsement.

All other terms and conditions of the Policy remain unchanged.

Endorsement Number: 1

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: ULP0007459-05

Named Insured: New York State Bridge Authority

Endorsement Effective Date: August 01, 2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CROSS SUITS EXCLUSION ENDORSEMENT
(NAMED INSURED)**

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

This endorsement modifies insurance provided under the **COMMERCIAL LIABILITY UMBRELLA POLICY**.

Under **SECTION I – COVERAGES, 2. Exclusions** is amended to include the following additional exclusion:

This insurance does not apply to any claim, "suit", demand or loss that alleges "bodily injury", "property damage" or "personal and advertising injury" that, in any way, in whole or in part, arises out of, relates to or results from any claim or demand made, "suit" brought, or loss alleged by one Named Insured against another Named Insured.

This policy will not recognize reduction or exhaustion of the "retained limit" by payment of costs, expenses, fees, damages, settlements or judgments because of "bodily injury", "property damage" or "personal and advertising injury" excluded by this endorsement.

All other terms and conditions of this policy remain unchanged.

Endorsement Number: 2

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: ULP0007459-05

Named Insured: New York State Bridge Authority

Endorsement Effective Date: August 01, 2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIOR INJURY OR DAMAGE AMENDMENT

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

This endorsement modifies insurance provided under the **COMMERCIAL LIABILITY UMBRELLA POLICY**.

A. Under **SECTION I – COVERAGES, 1. Insuring Agreement**, paragraphs b., c., d., e. and f. are deleted and replaced by the following paragraphs:

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

- (1) The “bodily injury” or “property damage” is caused by an “occurrence” that takes place in the “coverage territory”;
- (2) The “bodily injury” or “property damage” occurs during the policy period; and
- (3) The “bodily injury” or “property damage” does not, in whole or in part, first commence or is alleged or deemed to have commenced prior to the Effective Date of this policy. “Bodily injury” or “property damage” which, in whole or in part, is a continuation of or arises out of, relates to or results from injury or damage, whether known or unknown, that first commences before the Effective Date of this policy shall be deemed to have commenced prior to the Effective Date of this policy and not on or after the Effective Date of this policy.

c. In the event of continuing or progressively deteriorating “bodily injury” or “property damage” over any length of time, such “bodily injury” or “property damage” shall be deemed to arise from one “occurrence” and shall be deemed to take place only when such injury or damage first commences or is alleged or deemed to have commenced.

d. 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”.

e. This insurance applies to “personal and advertising injury” only if:

- (1) The “personal and advertising injury” is caused by an enumerated offense arising out of your business and committed in the “coverage territory”;
- (2) The enumerated offense is committed during the policy period.

B. Under **SECTION IV – CONDITIONS**, the following condition is hereby added:

Non-Cumulation of Liability

This policy shall not apply to any “bodily injury”, “property damage” or “personal and advertising injury” which is either covered in whole or in part under any other umbrella or excess policy:

- a. issued by us; or
- b. any other insurer

for which the effective date is prior to the Effective Date of this policy or which would have been covered under such policy with an effective date prior to the Effective Date of this policy but for the exhaustion of the limit of liability.

All other terms and conditions of this policy remain unchanged.

Endorsement Number: 3

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: ULP0007459-05

Named Insured: New York State Bridge Authority

Endorsement Effective Date: August 01, 2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES ENDORSEMENT

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA POLICY

- I. If you are an individual and a "covered auto" you own is predominantly used for non-business purposes, the **Cancellation** Condition is replaced by the following:

A. Cancellation

1. You may cancel the entire policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.
2. When this policy is in effect less than 60 days and is not a renewal or continuation policy, we may cancel the entire policy for any reason provided we mail you notice within this period. If we cancel for nonpayment of premium, we will mail you at least 15 days notice. Payment of premium will be considered on time if made within 15 days after we mail you notice of cancellation. If we cancel for any other reason, we will mail you at least 20 days notice.
3. When this policy is in effect 60 days or more or is a renewal or continuation policy, we may cancel it or any insurance deemed severable only for one or more of the following reasons:
 - a. Nonpayment of premium, provided, however, that a notice of cancellation on this ground shall inform you of the amount due. If we cancel for this reason we will mail you at least 15 days notice. Payment of premium will be considered on time if made within 15 days after we mail you notice of cancellation.
 - b. Your driver's license or that of a driver who lives with you or customarily uses the "covered auto" has been suspended or revoked during the policy period, other than a suspension issued pursuant to subdivision (1) of section 510(b) of the Vehicle and Traffic Law, or one or more administrative suspensions arising out of the same incident which has or have been terminated prior to the effective date of cancellation. If we cancel for this reason we will mail you at least 20 days notice.
 - c. We replace this policy with another one providing similar coverages and the same limits for a "covered auto" of the private passenger type. The replacement policy will take effect when this policy is cancelled, and will end a year after this policy begins or on this policy's expiration date, whichever is earlier.
 - d. This policy has been written for a period of more than one year or without a fixed expiration date. We may cancel for this reason, subject to New York Laws, only at an anniversary of its original effective date. If we cancel for this reason we will mail you at least 45 but not more than 60 days notice.

- e. This policy was obtained through fraud or material misrepresentation. If we cancel for this reason, we will mail you at least 20 days notice.
- f. Any insured made a fraudulent claim. If we cancel for this reason, we will mail you at least 20 days notice.

If one of the reasons listed in this Paragraph 3. exists, we may cancel the entire policy.

- 4. Instead of cancellation, we may condition continuation of this policy on a reduction of Liability Coverage or elimination of any other coverage. If we do this we will mail you notice at least 20 days before the date of the change.
- 5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 6. If this policy is cancelled, we will send you any premium refund due. The refund will be pro rata.

However, when the premium is advanced under a premium finance agreement, we will be entitled to retain a minimum earned premium of 10% of the total policy premium or \$60, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

B. Nonrenewal

- 1. If this policy is written for a period of less than one year and we decide, subject to New York Laws, not to renew or continue it, or to condition renewal or continuation on a reduction of Liability Coverage or elimination of any other coverage, we will mail or deliver to you written notice at least 45 but not more than 60 days before the end of the policy period.
- 2. We will have the right not to renew or continue a particular coverage, subject to New York Laws, only at the end of each 12 month period following the effective date of the first of the successive policy periods in which the coverage was provided.
- 3. We do not have to mail notice of non-renewal if you, your agent or broker or another insurance company informs us in writing that you have replaced this policy or that you no longer want it.

C. Mailing of Notices

We will mail or deliver our notice of cancellation, reduction of limits, elimination of coverage or nonrenewal to the address shown on the policy. However, we may deliver any notice instead of mailing it. If notice is mailed, a United States Postal Service certificate of mailing will be sufficient proof of notice.

- II. For all policies other than those specified in Section I., the **Cancellation** Condition is completely replaced by the following:

A. Cancellation

- 1. The first Named Insured shown in the Declarations may cancel this entire policy by mailing or delivering to us advance written notice of cancellation.
- 2. **Cancellation Of Policies In Effect**
 - a. **60 Days Or Less**

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 30 days before the effective date of cancellation if we cancel for any reason not included in Paragraph **A.2.a.(2)** below.
- (2) 15 days before the effective date of cancellation if we cancel for any of the following reasons:
 - (a) Nonpayment of premium;
 - (b) Conviction of a crime arising out of acts increasing the hazard insured against;
 - (c) Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim;
 - (d) After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and that occurred subsequent to inception of the current policy period;
 - (e) Cancellation is required pursuant to a determination by the Superintendent that continuation of our present premium volume would jeopardize our solvency or be hazardous to the interest of our policyholders, our creditors or the public;
 - (f) A determination by the Superintendent that the continuation of the policy would violate, or would place us in violation of, any provision of the Insurance Code; or
 - (g) Suspension or revocation during the required policy period of the driver's license of any person who continues to operate a "covered auto", other than a suspension issued pursuant to subdivision one of section 510b of the Vehicle and Traffic Law or one or more administrative suspensions arising from the same incident which has or have been terminated prior to the effective date of cancellation.
 - (h) Cancellation of one or more of the underlying policies providing primary or intermediate coverage where:
 - (1) Such cancellation is based upon Paragraphs (a) through (g) of this subsection; and
 - (2) Such policies are not replaced without lapse.

b. For More Than 60 Days

If this policy has been in effect for more than 60 days, or if this policy is a renewal or continuation of a policy we issued, we may cancel only for any of the reasons listed in Paragraph **A.2.a.(2)** above, provided:

- (1) We mail the first Named Insured written notice at least 15 days before the effective date of cancellation; and
 - (2) If we cancel for nonpayment of premium, our notice of cancellation informs the first Named Insured of the amount due.
3. We will mail or deliver our notice, including the reason for cancellation, to the first Named Insured at the address shown in the policy and to the authorized agent or broker.

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.

However, when the premium is advanced under a premium finance agreement, the cancellation refund will be pro rata. Under such financed policies, we will be entitled to retain a minimum earned premium of 10% of the total policy premium or \$60, whichever is greater. 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.
7. Regardless of the number of days this policy has been in effect, if:
 - a. This policy covers "autos" subject to the provisions of Section 370 (a) and (b) of the New York Vehicles and Traffic Laws; and
 - b. The Commissioner of the Department of Motor Vehicles deems this policy to be insufficient for any reason,

we may cancel this policy by giving you notice of such insufficiency 45 days before the effective date of cancellation to permit you to replace this policy.

8. The effective date of cancellation stated in the notice shall become the end of the policy period.
9. Notice will include the reason for cancellation. We will mail or deliver our notice to the first Named Insured at the address shown in the policy and to the authorized agent or broker. However, we may deliver any notice instead of mailing it. Proof of mailing will be sufficient proof of notice.

III. The **Legal Action Against Us** Condition is deleted and replaced by the following:

- a. Except as provided in Paragraph **b.**, no person or organization has a right under this policy:
 - (1) To join us as party or otherwise bring us into a "suit" asking for damages from an insured; or
 - (2) To sue us on this policy 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 policy 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.

- b. With respect to "bodily injury" claims, if we deny coverage or do not admit liability because an insured or the injured person, someone acting for the injured person or other claimant fails to give us written notice as soon as practicable, then the injured person, someone acting for the injured person or other claimant may bring an action against us, provided the sole question is whether the denial of coverage or non-admission of liability is based on the failure to provide timely notice.

However, the injured person, someone acting for the injured person or other claimant may not bring an action if within 60 days after we deny coverage or do not admit liability, we or an insured:

- (1) Brings an action to declare the rights of the parties under the policy; and
- (2) Names the injured person, someone acting for the injured person or other claimant as a party to the action.

IV. The following Conditions are added:

1. **Nonrenewal**

If we decide not to renew this policy we will send notice as provided in Paragraph **B.3.** below.

2. **Conditional Renewal**

If we conditionally renew this policy subject to a:

- a. Change of limits;
- b. Change in type of coverage;
- c. Reduction of coverage;
- d. Increased deductible;
- e. Addition of exclusion; or
- f. Increased premiums in excess of 10%, exclusive of any premium increase due to and commensurate with insured value added or increased exposure units; or as a result of experience rating, loss rating, retrospective rating or audit;

we will send notice as provided in Paragraph **B.3.** below.

We may conditionally renew this policy subject to the requirements stipulated by the Maintenance Of Underlying Insurance condition of the policy to which this endorsement is attached. Failure to comply with the aforementioned condition as of the expiration date of the policy, or sixty days after mailing or delivering the notice of conditional renewal, the conditional renewal shall be deemed to be an affective notice of nonrenewal.

3. **Notices of Nonrenewal and Conditional Renewal**

- a. If we decide not to renew this policy or to conditionally renew this policy as provided in Paragraphs **B.1.** and **B.2.** above, we will mail or deliver written notice to the first Named Insured shown in the Declarations at least 30 but not more than 120 days before:

- (1) The expiration date; or
- (2) The anniversary date if this is a continuous policy.

- b. Notice will be mailed or delivered to the first Named Insured at the address shown in the policy and to the authorized agent or broker. If notice is mailed, proof of mailing will be sufficient proof of notice.
- c. Notice will include the specific reason(s) for nonrenewal or conditional renewal, including the amount of any premium increase for conditional renewal and description of any other changes.
- d. If we violate any of the provisions of Paragraphs **B.3.a., b.** or **c.** above by sending the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice:

- (1) Coverage will remain in effect at the same terms and conditions of this policy at

the lower of the current rates or the prior period's rates until 60 days after such notice is mailed or delivered, unless the first Named Insured, during this 60 day period, has replaced the coverage or elects to cancel.

(2) On or after the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy for another policy period, at the lower of the current rates or the prior period's rates, unless the first Named Insured, during this additional policy period, has replaced the coverage or elects to cancel.

e. If you elect to renew on the basis of a late conditional renewal notice, the terms, conditions and rates set forth in such notice shall apply:

(1) Upon expiration of the 60 day period; or

(2) Notwithstanding the provisions in Paragraphs d.(1) and d.(2), as of the renewal date of the policy if we send the first Named Insured the conditional renewal notice at least 30 days prior to the expiration or anniversary date of the policy.

f. We will not send you notice of nonrenewal or conditional renewal if you, your authorized agent or broker or another insurer of yours mails or delivers notice that the policy has been replaced or is no longer desired.

V. The following provision is added to Conditions and supersedes any provision to the contrary:

Timely Notice Amendment

Failure to give notice to us as required under this policy shall not invalidate any claim made by the insured, injured person or any other claimant, unless the failure to provide such timely notice has prejudiced us. However, no claim made by the insured, injured person or other claimant will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 4

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: ULP0007459-05

Named Insured: New York State Bridge Authority

Endorsement Effective Date: August 01, 2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABUSE OR MOLESTATION EXCLUSION ENDORSEMENT

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

This endorsement modifies insurance provided under the **COMMERCIAL LIABILITY UMBRELLA POLICY**.

Under **SECTION I – COVERAGES, 2. Exclusions** is amended to include the following additional exclusion:

This insurance does not apply to any claim, "suit", demand or loss that alleges "bodily injury", "property damage" or "personal and advertising injury" that, in any way, in whole or in part, arises out of, relates to or results from:

1. The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, or
2. The negligent:
 - a. Employment;
 - b. Investigation;
 - c. Supervision;
 - d. Reporting to the proper authorities, or failure to so report; or
 - e. Retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph 1. above.

This policy will not recognize reduction or exhaustion of the "retained limit" by payment of costs, expenses, fees, damages, settlements or judgments because of "bodily injury", "property damage" or "personal and advertising injury" excluded by this endorsement.

All other terms and conditions of this policy shall remain the same.

Endorsement Number: 5

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: ULP0007459-05

Named Insured: New York State Bridge Authority

Endorsement Effective Date: August 01, 2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUNITIVE DAMAGES FOLLOW FORM ENDORSEMENT

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

This endorsement modifies insurance provided under the **COMMERCIAL LIABILITY UMBRELLA POLICY**.

Under **SECTION I – COVERAGES, 2. Exclusions** is amended to include the following additional exclusion:

This insurance does not apply to any claim, "suit", demand or loss for punitive damages, treble damages, fines, penalties or exemplary damages.

This policy will not recognize reduction or exhaustion of the "retained limit" by payment of costs, expenses, fees, damages, settlements or judgments because of punitive damages, treble damages, fines, penalties or exemplary damages excluded by this endorsement.

This exclusion does not apply to the extent:

1. That applicable and collectible "underlying insurance" provides coverage for punitive damages, treble damages, fines, penalties or exemplary damages or would have provided such coverage but for the exhaustion of the underlying limits; and
2. The award of punitive damages is insurable pursuant to the public policy of the state where the court order, award or judgment is issued and where the loss occurred.

Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise provided by the terms of this policy. However, the insurance provided by this policy will be no broader than the coverage provided by the "underlying insurance".

All other terms and conditions of this policy remain unchanged.

Endorsement Number: 6

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: ULP0007459-05

Named Insured: New York State Bridge Authority

Endorsement Effective Date: August 01, 2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATERCRAFT LIABILITY FOLLOW FORM ENDORSEMENT

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

This endorsement modifies insurance provided under the **COMMERCIAL LIABILITY UMBRELLA POLICY**.

Under **SECTION I – COVERAGES, 2. Exclusions**, Exclusion i. **Aircraft or Watercraft** is amended to include the following additional provision:

This exclusion does not apply to watercraft to the extent that applicable and collectible “underlying insurance” for such “bodily injury” or “property damage” exists or would have existed but for the exhaustion of the underlying limits for “bodily injury” or “property damage”. Coverage provided will follow the provisions, exclusions and limitations of the “underlying insurance” unless otherwise provided by the terms of this policy. However, the insurance provided by this policy will be no broader than the coverage provided by the “underlying insurance”.

All other terms and conditions of this policy remain unchanged.

Endorsement Number: 7

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: ULP0007459-05

Named Insured: New York State Bridge Authority

Endorsement Effective Date: August 01, 2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ERROR OR OMISSION EXCLUSION FOLLOW FORM- DESIGNATED OPERATIONS
OR SERVICES ENDORSEMENT**

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

This endorsement modifies insurance provided under the **COMMERCIAL LIABILITY UMBRELLA POLICY**.

Under **SECTION I – COVERAGES, 2. Exclusions** is amended to include the following additional exclusion:

This insurance does not apply to any claim, "suit", demand or loss that alleges injury or damage that, in any way, in whole or in part, arises out of, relates to or results from any "wrongful act" of the insured or of any other person for whom the insured is legally liable in the rendering of or failure to render the operations or services designated below:

Designated Operations or Services

All Professional Services

For the purposes of this endorsement, the following definition applies:

"Wrongful act" means:

- a. Any breach of responsibility, obligation or duty;
- b. Any negligent act, error or omission; or
- c. Any other allegation claimed against any insured arising out of, relating to or resulting from the rendering of or failure to render the operations or services designated above.

This policy will not recognize reduction or exhaustion of the "retained limit" by payment of costs, expenses, fees, damages, settlements or judgments because of injury or damage excluded by this endorsement.

This exclusion does not apply to the extent that applicable and collectible "underlying insurance" for such injury or damage exists or would have existed but for the exhaustion of the underlying limits for such injury or damage. Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise provided by the terms of this policy. However, the insurance provided by this policy will be no broader than the coverage provided by the "underlying insurance".

All other terms and conditions of this policy remain unchanged.



Endorsement Number: 8

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: ULP0007459-05

Named Insured: New York State Bridge Authority

Endorsement Effective Date: August 01, 2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF GENERAL AGGREGATE LIMIT WITH LOSS CAP
ENDORSEMENT

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

This endorsement modifies insurance provided under the **COMMERCIAL LIABILITY UMBRELLA POLICY**.

A. Under **Section III – LIMITS OF INSURANCE**, Paragraph 2. is deleted in its entirety and replaced by the following paragraphs:

2. The General Aggregate Limit is the most we will pay for all "ultimate net loss", except for:

- a. Damages covered under the "products-completed operations hazard"; and,
- b. Damages covered in "underlying insurance" to which no underlying aggregate limit applies.

The General Aggregate Limit (Other than Products-Completed Operations) shown in Item 3.(c) of the Declarations applies for the policy period separately in excess of each aggregate limit provided by and in the same manner as the "underlying insurance" shown in Schedule A – Schedule of Underlying Insurance.

Subject to the paragraph above, if there is a specific limit stated in Item 2. (d) of the Declarations, as shown below, for the Total Policy General Aggregate Limit (Other than Products-Completed Operations), then that specific limit is the most we will pay for all "ultimate net loss", except for damages within the "products-completed operations hazard", that are subject to the aggregate limits provided by the "underlying insurance".

B. Item ³2. of the Declarations is amended to include the following:

(d) Total Policy General Aggregate Limit (Other than Products-Completed Operations):

\$20,000,000

(If the Total Policy General Aggregate Limit does not apply, insert "Not Applicable".)

All other terms and conditions of this policy remain unchanged.

Endorsement Number: 9

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: ULP0007459-05

Named Insured: New York State Bridge Authority

Endorsement Effective Date: August 01, 2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION OF TERRORISM
OTHER THAN A CERTIFIED ACT OF TERRORISM**

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

This endorsement modifies insurance provided under this policy.

A. The following definitions are added and apply under this endorsement whenever the term terrorism, the phrase any injury or damage, or the phrase certified act of terrorism are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:
 - a. That involve the following or preparation for the following:
 - (1) use or threat of force or violence; or
 - (2) commission or threat of a dangerous act; or
 - (3) commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - b. When:
 - (1) the effect is to intimidate or coerce a government or a civilian population or any segment thereof, or to disrupt any segment of the economy; and/or
 - (2) it appears that the intent is to intimidate or coerce a government or a civilian population, or to further a philosophical, political, ideological, religious, social or economic objective or to express (or express opposition to) a philosophical, political, ideological, religious, social or economic objective.
2. "Any injury or damage" means any injury or damage covered under this policy 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 this policy or "underlying insurance".
3. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an "act of terrorism" pursuant to the federal Terrorism Risk Insurance Act of 2002 and any amendment(s) thereto.

B. The following exclusion is added:

EXCLUSION OF TERRORISM OTHER THAN A CERTIFIED ACT OF TERRORISM

This insurance does not apply to any claim, "suit", demand, or loss that alleges "any injury or damage" that, in any way, in whole or in part, arises out of, relates to or results from "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes

concurrently or in any sequence to such injury or damage.

This exclusion does not apply to a "certified act of terrorism".

But, this exclusion also applies when one or more of the following are attributed to an incident of "terrorism", including a "certified act of terrorism":

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

Further, this exclusion also applies to any claim, "suit", demand, or loss that alleges "any injury or damage" that is afforded by Commercial Automobile Insurance or Professional Liability Insurance regardless of whether or not coverage is afforded in the "underlying insurance".

- C. Coverage provided by this endorsement for "any injury or damage" arising out of a "certified act of terrorism", other than "terrorism" excluded in B. above, is afforded only to the same extent that applicable and collectible "underlying insurance" for "any injury or damage" exists or would have existed but for the exhaustion of the underlying limits for "any injury or damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise provided by the terms of this policy. However, the insurance provided by this policy will be no broader than the coverage provided by the "underlying insurance". If there is a reduction or exhaustion of the "underlying insurance" as a result of a sub-limit of liability applicable to a "certified act of terrorism" which sub-limit of liability is less than the total Limits of Liability of the Underlying Insurance as stated in Schedule A – Schedule of Underlying Insurance, any difference between the total Limits of Liability of the Underlying Insurance as stated in Schedule A – Schedule of Underlying Insurance and sub-limit of liability applicable to a "certified act of terrorism" available in the "underlying insurance" shall be paid by the insured before coverage under this endorsement becomes applicable.

Further, coverage provided by this endorsement will not recognize reduction or exhaustion of the "underlying insurance" by any claim or suit or any payment of loss, cost or expense whether:

1. Excluded by this endorsement; or
2. As a result of the application of the aggregate limit(s) of the "underlying insurance".

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 10

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: ULP0007459-05

Named Insured: New York State Bridge Authority

Endorsement Effective Date: August 01, 2010

TERRORISM COVERAGE DISCLOSURE NOTICE

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

TERRORISM COVERAGE PROVIDED UNDER THIS POLICY

The Terrorism Risk Insurance Act of 2002 and amendments thereto (collectively referred to as the "Act") established a program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. An act of terrorism is defined as any act certified by the Secretary of the Treasury, in concurrence with the Secretary of State 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 an air carrier or vessel 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.

In accordance with the Act we are required to offer you coverage for losses resulting from an act of terrorism **that is certified under the federal program** as an act of terrorism. The policy's other provisions will still apply to such an act. **This offer does not include coverage for incidents of nuclear, biological, chemical, or radiological terrorism which will be excluded from your policy.** Your decision is needed on this question: do you choose to pay the premium for terrorism coverage stated in this offer of coverage, or do you reject the offer of coverage and not pay the premium? You may accept or reject this offer.

If your policy provides commercial property coverage, in certain states, statutes or regulations may require coverage for fire following an act of terrorism. In those states, if terrorism results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms, or to Legal Liability coverage forms or Leasehold Interest coverage forms.

Your premium **will** include the additional premium for terrorism as stated in the section of this Notice titled **DISCLOSURE OF PREMIUM.**

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 85% of that portion of the amount of such insured losses that exceeds the applicable insurer deductible during Program Year 2008 and each Program Year thereafter through 2014.**

DISCLOSURE OF CAP ON ANNUAL LIABILITY

If the aggregate insured terrorism losses of all insurers exceed \$100,000,000,000 during any Program Year provided in the Act, the Secretary of the Treasury shall not make any payments for any portion of the amount of such losses that exceed \$100,000,000,000, and if we have met our insurer deductible, we shall not be liable for the payment of any portion of such losses that exceeds \$100,000,000,000.

DISCLOSURE OF PREMIUM

Your premium for terrorism coverage is: \$5,000.00

Premium charged is for the policy period up to your policy expiration.

(This charge/amount is applied to obtain the final premium.)

You may choose to reject the offer by signing the statement below and returning it to us. Your policy will be changed to exclude the described coverage. If you chose to accept this offer, this form does not have to be returned.

REJECTION STATEMENT

I hereby decline to purchase coverage for certified acts of terrorism. I understand that an exclusion of certain terrorism losses will be made part of this policy.

Policyholder/Legal
Representative/Applicant's Signature

New York State Bridge Authority
Named Insured

Print Name of Policyholder/Legal
Representative /Applicant

Date:

Arch Insurance Company

Insurance Company

Policy Number: ULP0007459-05

NEW YORK STATE BRIDGE AUTHORITY

**EXCESS UMBRELLA LIABILITY
AXIS INSURANCE COMPANY**

Limit: \$15,000,000 Excess of \$10,000,000

Term: 8/1/2010 – 2011

Annual Premium (incl. Walkway over the Hudson): \$55,000



POLICY NUMBER: MNU717967/01/2010 ✓

RENEWAL OF: ENU717967/01/2009 ✓

EXCESS LIABILITY POLICY DECLARATIONS

COMPANY:
AXIS INSURANCE COMPANY
(A STOCK COMPANY)
303 WEST MADISON #500
CHICAGO, IL 60606

BROKER:
CRUMP INSURANCE SERVICES INC
199 WATER STREET, 28TH FLOOR
NEW YORK, NY 10038

Item 1. NAMED INSURED: NEW YORK STATE BRIDGE AUTHORITY ✓

MAILING ADDRESS: MID-HUDSON BRIDGE TOLL PLAZA ✓
HIGHLAND, NY 12528

Item 2. POLICY PERIOD: FROM 08/01/2010 ✓ TO 08/01/2011 ✓ AT 12:01 A.M. TIME AT
YOUR MAILING ADDRESS SHOWN ABOVE

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

Item 3. LIMITS OF INSURANCE

EACH OCCURRENCE LIMIT:	\$15,000,000 ✓
GENERAL AGGREGATE LIMIT:	\$15,000,000 ✓
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT:	\$15,000,000 ✓

Annual Premium \$50,000 plus \$5,000 Annualized Premium for walkway over Hudson addition - End of 1

Total Annual Premium - 55,000

Item 4. DESCRIPTION OF BUSINESS

FORM OF BUSINESS:

INDIVIDUAL PARTNERSHIP / JOINT VENTURE TRUST

LIMITED LIABILITY COMPANY CORPORATION OTHER : _____

BUSINESS DESCRIPTION: OPERATOR OF TOLL BRIDGES

Class 1:
Class 2:
Class Code:
2-13000 XDEC-0002-11-04

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. Page 1 of 3



Named Insured New York State Bridge Authority		Endorsement Number 1
Policy Number MNU717967/01/2010	Policy Period 08/01/2010 to 08/01/2011	Effective Date 12/21/2010
Issued By AXIS Insurance Company		Broker Crump Insurance Services, Inc

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This policy is amended as follows:

In consideration of the additional premium amount of \$3,055. The Walkway over the Hudson Bridge is added to the policy.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

August W. Springer

Authorized Representative

Class 1:
Class 2:
Class Code:
2-13000

All other terms and conditions remain unchanged.

POLICY NUMBER: MNU717967/01/2010

Item 5. POLICY PREMIUM			
INSURED PURCHASED TRIA TERRORISM COVERAGE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
EXCESS LIABILITY COVERAGE PREMIUM:		\$ 50,000	✓
TRIA TERRORISM COVERAGE PREMIUM:		\$ 0	
MINIMUM & DEPOSIT PREMIUM:		\$ 50,000	✓ \$ 55,000 +
FLAT PREMIUM: <input checked="" type="checkbox"/>	or	ADJUSTABLE PREMIUM: <input type="checkbox"/>	
(check flat or adjustable)		MINIMUM EARNED PREMIUM	0%
If Adjustable: N/A			
Rate: FLAT			
Per: N/A Basis: N/A			
AUDIT PERIOD (IF APPLICABLE)	<input type="checkbox"/> ANNUALLY	<input type="checkbox"/> SEMI-ANNUALLY	<input checked="" type="checkbox"/> NOT AUDITABLE
Item 6. RETROACTIVE DATE: N/A			

Item 7. ENDORSEMENTS ATTACHED TO THIS POLICY:

- XDEC-0002-11-04 ✓ EXCESS LIABILITY POLICY DECLARATIONS
- XLP-0002-11-06 ✓ EXCESS LIABILITY POLICY
- A. XLX-4001-09-04 ✓ NOTICE TO POLICYHOLDER
- B. XLX-4004-01-03 ✓ ABUSE OR MOLESTATION EXCLUSION
- C. XLX-4006-01-03 ✓ ARCHITECTS & ENGINEERS PROFESSIONAL LIABILITY EXCLUSION
- D. XLX-4020-01-03 ✓ AUTO NO-FAULT AND SIMILAR LAWS EXCLUSION
- E. XLX-4044-01-04 ✓ PUNITIVE OR EXEMPLARY DAMAGES EXCLUSION
- F. XLX-4054-06-04 ✓ LEAD EXCLUSION
- G. XLX-4059-01-05 ✓ SILICA EXCLUSION
- H. XLE-5009-12-07 ✓ EXCLUSION - VIOLATION OF STATUTES THAT GOVERN E-MAILS, FAX, OR PHONE CALLS
- I. XLG-6029-07-10 ✓ WAR OR TERRORISM EXCLUSION WITH EXCEPTION FOR CERTIFIED ACTS OF TERRORISM; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
- J. ALE-7003-07-08 ✓ NEW YORK CHANGES
- K. ALE-7004-07-09 ✓ NEW YORK CONFORMITY TO STATUTE
- CLM-0001-09-02 ✓ NEW YORK LIMITS OF INSURANCE ENDORSEMENT
- LI-FS 001-12-09 ✓ CLAIM NOTICE
- STATE FRAUD STATEMENTS

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

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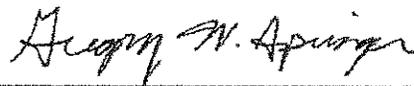
Item 8. SCHEDULE A. - UNDERLYING INSURANCE			
Carrier, Policy Number, Period	Type of Policy	Applicable Limits or Amounts of Insurance	
First Underlying Insurance			
ARCH Insurance Company Policy # ULP0007459-05 ✓ 08/01/2010 to 08/01/2011 ✓	Umbrella ✓ Liability ✓ (Occurrence) ✓	\$10,000,000 ✓ \$10,000,000 ✓ \$10,000,000 ✓	Each Occurrence General Aggregate Products/Completed Operations Aggregate
Defense Expense: In Addition to Limits ✓			

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY. PLEASE SEE ATTACHED FORMS AND ENDORSEMENTS SCHEDULE.

Countersigned:

By:



(Date)

(Authorized Representative)

Class 1:
Class 2:
Class Code:
2-13000

NOTICE TO POLICYHOLDER

This policy is composed of various forms explaining the insurance coverage provided. It may also include one or more endorsements. Endorsements are documents that change the policy. Endorsements may provide additional coverage to the policy. Endorsements can also restrict or remove coverage provided in the policy. **THE POLICY SHOULD BE READ CAREFULLY TO DETERMINE WHAT IS AND WHAT IS NOT COVERED.**

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2-13000

POLICY NUMBER:
MNU717967/01/2010

NEW YORK STATE BRIDGE AUTHORITY

ENDORSEMENT
A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Abuse or Molestation Exclusion

This insurance does not apply to any liability or damage arising out of :

1. The actual, alleged, or threatened abuse or molestation by anyone of any person;
2. Any actual, alleged or threatened defamation or emotional distress which arises out of any abuse or molestation of any person;
3. Any actual alleged or threatened sexual misconduct by anyone committed against any person;
4. The negligent employment, supervision, retention, investigation or reporting to the proper authorities or failure to so report of a person for whom any insured is, or ever was, legally responsible and whose conduct would be excluded by items 1. through 3. above.

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

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

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MNU717967/01/2010

NEW YORK STATE BRIDGE AUTHORITY

ENDORSEMENT
B

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Architects & Engineers Professional Liability Exclusion

This insurance does not apply to any liability or damage arising out of the rendering or failure to render any professional services, by any insured or anyone working on behalf of any insured, including but not limited to:

1. a. Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and
- b. Providing, or hiring independent professionals to provide engineering architectural or surveying services in construction work you perform.
2. Subject to paragraph 3. below, professional services include:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - b. Supervisory or inspection activities performed as a part of any related architectural or engineering activities.
3. Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

Class 1:
Class 2:
Class Code:
2-13000

XLX - 4004-01-03

POLICY NUMBER:
MNU717967/01/2010

NEW YORK STATE BRIDGE AUTHORITY

ENDORSEMENT
C

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Auto No-Fault and Similar Laws Exclusion

This insurance does not apply to any liability imposed by law under any auto no-fault, uninsured or underinsured motorists or similar laws or statutes.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

Class 1:
Class 2:
Class Code:
2-13000

XLX - 4006-01-03

POLICY NUMBER:
MNU717967/01/2010

NEW YORK STATE BRIDGE AUTHORITY

ENDORSEMENT
D

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Punitive or Exemplary Damages Exclusion

This insurance does not apply to fines, penalties, punitive damages, exemplary damages, treble damages or the multiplication of compensatory damages.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

Class 1:	
Class 2:	
Class Code:	KLX-4020-01-03
2-13000	

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MNU717967/01/2010

NEW YORK STATE BRIDGE AUTHORITY

ENDORSEMENT
E

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEAD EXCLUSION

This insurance does not apply to any liability or damage arising directly or indirectly out of:

1. The actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of lead or products or materials containing lead regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to any injury or damage;
2. Any loss, cost, or expenses arising out of the abating, 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 lead by any insured or by any other person or entity;
3. Any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connections with 1. and 2. above; or
4. Any obligation to share damages with or repay someone else who must pay lead damages because of lead or products or materials containing lead.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT, HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

Class 1:
Class 2:
Class Code:
2-13000

XLX-4044-01-04

POLICY NUMBER:
MNU717967/01/2010

NEW YORK STATE BRIDGE AUTHORITY

ENDORSEMENT
F

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA EXCLUSION

This insurance does not apply to any actual, alleged or threatened past, present or future claims for any liability or damage related to or arising in whole or in part, either directly or indirectly, out of the manufacture, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement or handling of, exposure to, inhalation of, ingestion of, contact with, existence of, testing for or failure to disclose the presence of, failure to warn or advise of silica, products containing silica, or products designed or used to protect from the inhalation, ingestion, contact with or any other exposure to silica, whether or not the silica is or was at any time air-borne as a fiber or particle, contained in a product, carried on clothing, inhaled, transmitted in any fashion or found in any form whatsoever.

It is further agreed that this insurance does not apply to any loss, cost or expense including, but not limited to, payment for investigation or defense, fines, penalties, interest and other costs or expenses, arising out of or related to any:

- (1) Clean up or removal of silica or products and materials containing silica;
- (2) Such actions as may be necessary to monitor, assess and evaluate the release or threat of same, of silica or products and material containing silica;
- (3) Disposal of silica substances or the taking of such other action as may be necessary to temporarily or permanently prevent, minimize or mitigate damage to the public health or welfare or to the environment, which may otherwise result;
- (4) Compliance with any law or regulation regarding silica;
- (5) Existence, storage, handling or transportation of silica;
- (6) Any supervision, instructions, recommendations, warranties (express or implied), warnings or advice given or which should have been given; or
- (7) Any obligation to share damages with or repay someone else who must pay damages because of silica.

It is further agreed that for any claim made or suit brought which is excluded under the terms of this endorsement, the Company shall not have the obligation to defend, adjust, investigate or pay any cost for investigation, defense, attorney fees or adjustment arising out of such claims.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

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XLX-4054-06-04

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MNU717967/01/2010

NEW YORK STATE BRIDGE AUTHORITY

ENDORSEMENT
G

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
EXCLUSION – VIOLATION OF STATUTES THAT GOVERN E-MAILS,
FAX, OR PHONE CALLS**

This insurance does not apply to any liability or 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; or
3. Any statute, ordinance, or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating, or distribution of material or information.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

Class 1:
Class 2:
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2-13000

XLX - 4059-01-05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAR OR TERRORISM EXCLUSION WITH EXCEPTION FOR
CERTIFIED ACTS OF TERRORISM;
CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

I. Exclusion 3. of this policy is deleted in its entirety and replaced by the following:

This insurance does not apply to:

3. A. Any liability or damages 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;
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
- (4) "Terrorism", including any action taken in hindering or defending against an actual or expected incident of "terrorism";

regardless of any other cause or event that contributes concurrently or in any sequence to any injury or damage.

B. Provision 3. A. (4) of this exclusion does not apply to the extent that "underlying insurance" is applicable for injury and damage arising out of a "certified act of terrorism". Any coverage provided under this insurance will follow the provisions, exclusions, and limitations of the applicable "underlying insurance" unless otherwise directed by more specific provisions, terms or conditions of this insurance. Such applicable "underlying insurance" must be scheduled in Schedule A. of this policy for this exception to apply.

C. If aggregate insured losses attributable to "certified acts of terrorism" exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the federal Terrorism Risk Insurance Act of 2002, as amended, we shall not be liable for the payment of any portion of the amount of such losses that exceed \$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. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002, as amended. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "certified act of terrorism":

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Class 2:	
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- (1) The act resulted in aggregate losses in excess of \$5 million; 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.

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NEW YORK STATE BRIDGE AUTHORITY

ENDORSEMENT I

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

NEW YORK CHANGES

Paragraph 2.b. of Section V, CONDITIONS is deleted in its entirety and replaced with the following:

2. Cancellation:

b. If this policy is in force for 60 days or less we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 30 days before the effective date of cancellation if we cancel for any reason not included in Paragraph (2) below.
- (2) 15 days before the effective date of cancellation if we cancel for any of the following reasons:
 - (a) Nonpayment of premium. If we cancel for non payment, we will inform you of the amount due.;
 - (b) Conviction of a crime arising out of acts increasing the hazard insured against;
 - (c) Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim;
 - (d) After issuance of the policy or after the last renewal date, discovery or an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and that occurred subsequent to inception of the current policy period.
 - (e) Cancellation is required pursuant to a determination by the Superintendent that continuation of our present premium volume would jeopardize our solvency or be hazardous to the interest of our policyholders, our creditors or the public;
 - (f) A determination by the Superintendent that the continuation of the policy would violate, or would place us in violation of, any provision or the Insurance Code; or
 - (g) Suspension or revocation during the required policy period of the driver's license of any person who continues to operate a "covered auto", other than a suspension pursuant to subdivision one of section 510b of the Vehicle and Traffic Law or one or more administrative suspensions arising from the same incident which has or have been terminated prior to the effective date of cancellation.

NOTICE. THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

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2-13000

XLG-6029-07-10

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POLICY NUMBER: NEW YORK STATE BRIDGE AUTHORITY ENDORSEMENT I
MNU717967/01/2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

(h) Cancellation of one or more of the underlying policies providing primary or intermediate coverage where:

- (i) Such cancellation is based upon Paragraphs (a) through (g) of this subsection; and
- (ii) Such policies are not replaced without lapse.

The following is added to Paragraph 2. Cancellation, of Section V, CONDITIONS:

g. If this policy has been in effect for more than 60 days, or if this policy is a renewal or continuation of a policy we issued, we may cancel only for any of the reasons listed in Paragraph (2) above, provided:

- (1) We mail the first Named Insured written notice at least 15 days before the effective date of cancellation; and
- (2) If we cancel for nonpayment of premium, our notice of cancellation informs the first Named Insured of the amount due.

We will mail or deliver our notice, including the reason for cancellation, to the first Named Insured at the address shown in the policy and to the authorized agent or broker.

h. 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.

However, when the premium is advanced under a premium finance agreement, the cancellation refund will be pro rata. Under such financed policies, we will be entitled to retain a minimum earned premium of 10% of the total policy premium or \$60, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

i. If we decide not to renew this policy we will send notice as provided in Paragraph g. below

j. If we conditionally renew this policy subject to a:

- (1) Change of limits;
- (2) Change in type of coverage;
- (3) Reduction of coverage;
- (4) Increased deductible;

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

(5) Addition of exclusion, or

(6) Increased premiums in excess of 10%, exclusive of any premium increase due to and commensurate with insured value added or increased exposure units; or as a result of experience rating, loss rating, retrospective rating or audit; we will send notice as provided in Paragraph g. below.

We may conditionally renew this policy subject to the requirements stipulated by the Maintenance of Underlying insurance condition of Section V. CONDITIONS Failure to comply with the aforementioned condition as of the expiration date of the policy, or sixty days after mailing or delivering the notice of conditional renewal, the conditional renewal shall be deemed to be an affective notice of nonrenewal.

k. Notices of Nonrenewal and Conditional Renewal

(1) If we decide not to renew this policy or to conditionally renew this policy as provided in Paragraphs i. and j. above, we will mail or deliver written notice to the first Named Insured shown in the Declarations at least 30 but not more than 120 days before:

(a) The expiration date; or

(b) The anniversary date if this is a continuous policy

(2) Notice will be mailed or delivered to the first Named Insured at the address shown in the policy and to the authorized agent or broker. If notice is mailed, proof of mailing will be sufficient proof of notice.

(3) Notice will include the specific reason(s) for nonrenewal or conditional renewal, including the amount of any premium increase for conditional renewal and description of any other changes.

(4) If we violate any of the provisions of Paragraphs g.(1) or (2) above by sending the first Named Insured an incomplete renewal notice or a late renewal notice:

(a) Coverage will remain in effect at the same terms and conditions of this policy at the lower of the current rates or the prior period's rates until 60 days after such notice is mailed or delivered, unless the first Named Insured, during the 60 day period, has replaced the coverage or elects to cancel.

(b) On or after the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy for another policy period, at the lower of the current rates or the prior period's rates, unless the first Named Insured, during this additional policy period, has replaced the coverage or elects to cancel.

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POLICY NUMBER: NEW YORK STATE BRIDGE AUTHORITY ENDORSEMENT I
MNU717967/01/2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

l. If you elect to renew on the basis of a late conditional renewal notice, the terms, conditions and rates set forth in such notice shall apply:

(1) Upon expiration of the 60 day period

(2) Notwithstanding the provisions in Paragraphs (4.)(a) and (4.)(b), as of the renewal date of the policy if we send the first Named Insured the conditional renewal notice at least 30 days prior to the expiration or anniversary date of the policy.

m. We will not send you notice of nonrenewal or conditional renewal if you, your authorized agent or broker or another insurer of yours mails or delivers notice that the policy has been replaced or is no longer desired.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

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POLICY NUMBER:
MNU717967/01/2010

NEW YORK STATE BRIDGE AUTHORITY

ENDORSEMENT
J

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**NEW YORK
CONFORMITY TO STATUTE**

It is hereby understood and agreed that, notwithstanding anything in this policy to the contrary, with respect to such insurance as is afforded by this policy, the terms of this policy, as respects coverage for operations in the State of New York, shall conform to the coverage requirements of the applicable insurance laws of the State of New York, or the applicable regulations of the New York Insurance Department; provided, however, that the company's limit of liability, as stated in this policy, shall be excess of the limits of liability of any underlying insurance, or self insurance, as stated in the Declarations, or in any endorsement attached hereto.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

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NEW YORK BRIDGE AUTHORITY

ENDORSEMENT
K

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**NEW YORK
LIMITS OF INSURANCE ENDORSEMENT**

Excess Coverage for Employers Liability is not applicable in situations where an employee is subject to New York Workers Compensation Law, because Employers' Liability Coverage is unlimited in nature in New York State.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

Class 1:
Class 2:
Class Code:
2-13000

AXIS
EXCESS LIABILITY POLICY

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

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PLEASE READ YOUR POLICY CAREFULLY

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- Item 7. – Endorsements Attached
- Item 8. – Schedule A. – Schedule of Underlying Insurance

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EXCESS LIABILITY POLICY

INTRODUCTION

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", "your" and "Named Insured" refer to the "Named Insured" shown in Item 1. of the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI. DEFINITIONS.

I. INSURING AGREEMENT

1. The coverage provided by this policy is excess insurance and, except as otherwise stated in this policy, follows the terms, conditions, exclusions, and endorsements of the "first underlying insurance" as shown in Item 8. of the Declarations. Further, this policy will follow any additional exclusions included in any other "underlying insurance". Under no circumstances will this coverage be broader than any "underlying insurance".
2. We will pay those sums in excess of the "underlying insurance" that you become legally obligated to pay as damages because of injury or damage to which this insurance applies, provided that the "underlying insurance" also applies, or would have applied but for the exhaustion of the applicable Limits of Insurance.
3. The amount we will pay as damages shall not exceed the Limits of Insurance stated in Item 3. of the Declarations. In certain instances, as further specified in Section IV. LIMITS OF INSURANCE, the amount we will pay as damages and defense expenses shall not exceed the Limits of Insurance as stated in Item 3. of the Declarations.
4. As respects any "underlying insurance" that applies on a claims-made basis, this insurance will also apply on a claims-made basis. Any extended reporting periods that may be endorsed to any "underlying insurance" shall not apply to this insurance. For any supplemental extended reporting period to apply to this insurance, such extended reporting period must be requested by you, negotiated with us and endorsed to this policy.
5. As respects any "underlying insurance" that applies on a claims-made basis, this insurance will not apply to any injury, damage, offense, or wrongful act that first occurred before the Retroactive Date shown in Item 7. of the Declarations or after the end of the policy period.
6. We have no other obligations or liabilities to pay sums or perform services, except as described in Section II. DEFENSE AND DEFENSE EXPENSE.
7. Where any terms of this policy are more restrictive than any terms of any "underlying insurance", the terms of this policy will apply.

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8. Settlement of any claim or suit for an amount in excess of any "underlying insurance" shall not be binding on us unless we consent in writing.

II. DEFENSE AND DEFENSE EXPENSES

1. Defense

We shall not be called upon to assume charge of the settlement or defense of any claim made, suit brought, or proceeding instituted against you. However, we will have the right and opportunity to associate with you in the defense and control of any claim, suit, or proceeding we reasonably think likely will involve us.

2. Defense Expense

If all "underlying insurance" has been exhausted by payment of damages, then we will pay the necessary defense expenses for other such claims, suits or proceedings to which this insurance applies.

a. Our obligation to pay defense expenses is subject to the following limitations and conditions:

- (1) At our election, we will have the right and opportunity, but not the obligation, to assume charge of the defense and control of any claim, suit or proceeding.
- (2) You must obtain our written consent before any defense expense is incurred.
- (3) We have no obligation to pay for defense expenses incurred by you where any "underlying insurance" is not available or collectible because of the bankruptcy or insolvency of any underlying insurer or you, for any reason. Further, we have no obligation to pay for defense expenses if you are unable or have failed to comply with the terms, conditions or obligations of any "underlying insurance" or this policy.

b. Defense expense payments will be made as follows:

- (1) When defense expense payments of the "first underlying insurance" do not reduce the limits of insurance provided by that policy, then any such expense payments made under this policy will not reduce the limits of insurance as stated in Item 3. of the Declarations.
- (2) When defense expense payments of the "first underlying insurance" reduce the limits of insurance provided by that policy, then any such expense payments made under this policy will reduce the limits of insurance as stated in Item 3. of the Declarations.

c. We will not pay any defense expense or participate in any claim, suit, or proceeding after we have exhausted the limits of liability shown in Item 3. of the Declarations.

For the purposes of this policy, defense expenses include, but are not limited to, legal and other expenses incurred in the investigation or defense of claims or suits to which this insurance applies, including court costs and interest on judgments. Defense expense does not include salaries and expenses of our employees or your employees.

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III. EXCLUSIONS

Any exclusions applicable to the "first underlying insurance" and to any other "underlying insurance" also apply to this insurance. In addition, this insurance does not apply to:

1. Pollution

- a. Any liability or damages arising, directly or indirectly, out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- (1) 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;
 - (2) 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;
 - (3) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (a) Any insured; or
 - (b) Any person or organization for whom any insured may be legally responsible.
 - (4) At or from any premises, site or location on which any insured or any contractors or subcontractors are 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.
 - (5) At or from any premises, site or location on which any insured or any contractors or subcontractors are 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".
- b. Any loss cost or expense arising out of any:
- (1) 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
 - (2) Claim or suit by or on behalf of a governmental authority or others 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".

Subparagraph 1. a. (1) does not apply to the extent that "underlying insurance" exists for, or would have existed but for the exhaustion of the limits of insurance of the "underlying insurance" for:

- (1) Injury if sustained within a building owned, rented or occupied by the insured and caused by smoke, fumes, vapors or soot caused by equipment used to heat the building; or
- (2) Injury or damage arising out of heat, smoke or fumes from a "hostile fire".

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Subparagraph 1. a. (4) does not apply to the extent that "underlying insurance" exists for, or would have existed but for the exhaustion of the limits of insurance of the "underlying insurance" for:

- (1) Injury or 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
- (2) Injury or damage arising out of heat, smoke or fumes from a "hostile fire".

This exclusion applies regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to any injury or damage.

2. Asbestos

- a. Any liability or damages arising, directly or indirectly, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of asbestos, asbestos fibers, or any other form of asbestos regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to any injury or damage;
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediation or disposing of, or in any way responding to, or assessing the effects of asbestos, asbestos fibers or any other form of asbestos by any insured or by any other person or entity;
- c. Any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with 2. a. or b. above; or
- d. Any obligation to share damages with or repay someone else who must pay damages because of asbestos.

This exclusion applies regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to any injury or damage.

3. War or Terrorism

Any liability or damages 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;
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
- d. "Terrorism", including any action taken in hindering or defending against an actual or expected incident of "terrorism", regardless of any other cause or event that contributes concurrently or in any sequence to any injury or damage.

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THE POLICY CONTAINS ANOTHER PROVISION WHICH MAY BE SUBJECT TO THE SAME REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH PROVISIONS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

This exclusion applies regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to any injury or damage.

4. Fungi or Bacteria

- a. Any liability or damages arising, directly or indirectly, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to any injury or damage.
- b. Any loss, cost or expenses arising out of the abating, 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" or bacteria, by any insured or by any other person or entity.

This exclusion applies regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to any injury or damage. However, this exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for consumption.

5. Cyber Liability

- a. Any liability or damages arising, directly or indirectly, out of the loss of or alteration of any electronic data, electronic information, computer applications software, computer operations software or any other similar data, information or software in any computer hardware, computer system, computer network, or the Internet; or
- b. Any liability or damages arising, directly or indirectly, out of damage to any computer hardware, computer system, computer network, or the Internet as a result of 5.a. above.

This exclusion applies regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to any injury or damage.

IV. LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay, regardless of the number of:
 - a. Insureds;
 - b. Claims made or suits brought; or
 - c. Persons or organizations making claims or bringing suits.

2. If there is a limit stated in Item 3. of the Declarations for the General Aggregate Limit (Other than Products-Completed Operations), that amount is the most that we will pay for all damages under this insurance, except for: (1) injury and damage included within the products-completed

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operations hazard and (2) coverage included in the "underlying insurance" for automobile liability.

3. If there is a limit stated in Item 3. of the Declarations for the Products-Completed Operations Aggregate Limit, that amount is the most that we will pay under this insurance for any injury and damage included within the products-completed operations hazard.
4. If there is a limit stated in Item 3. of the Declarations for the Combined Aggregate Limit, that amount is the most we will pay under this insurance for all coverage except coverage included in the "underlying insurance" for automobile liability.
5. Subject to Paragraphs 2., 3., and 4. above, the Each Occurrence Limit stated in Item 3. of the Declarations is the most we will pay for:
 - (1) any injury and damage arising out of one occurrence or offense, or
 - (2) any wrongful act, error or omission.
6. If the applicable limits of insurance of the "underlying insurance" are reduced or exhausted by payments of damages from one or more occurrences covered by this policy, the limits of insurance of this policy will apply in excess of such reduced or exhausted limits.
7. If any Supplementary Payments made under this policy do not reduce the limits of insurance of the "underlying insurance", those payments will not reduce the limits of insurance of this policy. If any Supplementary Payments made under this policy do reduce the limits of insurance of the "underlying insurance", those payments will also reduce the limits of insurance of this policy.
8. The limits of insurance of this policy 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, unless the policy period is extended after the issuance of this policy for an additional period of less than 12 months. In that case, the additional period will be deemed to be part of the last preceding policy period for the purposes of determining the limits of insurance.

V. CONDITIONS

1. 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 policy.

b. Bankruptcy of Underlying Insurer:

Bankruptcy or insolvency of any underlying insurer will not relieve us of our obligations under this policy. However, this insurance will not replace the "underlying insurance" in the event of bankruptcy or insolvency of any underlying insurer. This insurance will apply as if the otherwise applicable limits of insurance of such "underlying insurance" were available and in full effect. It shall be your sole responsibility to provide other insurance or self-insurance (including the corresponding defense obligations) to replace such "underlying insurance".

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2. Cancellation:

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance notice of cancellation.

Such advance notice of cancellation should be mailed or delivered to the following address:

AXIS Insurance
11680 Great Oaks Way, Suite 500
Alpharetta, GA 30022

- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation, if we cancel for non-payment of premium;
or

(2) 30 days before the effective date of cancellation, if we cancel for any other reason.

- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

- d. Notice of cancellation will state the effective date of cancellation and will be effective for all insureds. All coverage will end on the effective date of cancellation.

- e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the premium 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 premium refund.

- f. If notice of cancellation is mailed, proof of mailing shall be considered sufficient proof of notice.

3. Changes:

This policy (including the Declarations, Schedules and any endorsements attached hereto) contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations may request changes in the terms of this policy. This policy's terms and conditions can be amended or waived only by endorsement issued by us and made a part of this policy.

4. Duties in the Event of Occurrence, Offense, Wrongful Act, Error, Omission, Claim or Suit:

- a. You must see to it that we are notified as soon as practicable of an occurrence, offense, wrongful act, error or omission which is reasonably likely to result in a claim or suit affecting this policy. To the extent possible, notice should include:

(1) How, when and where the occurrence, offense, wrongful act, error or omission took place;

(2) The names and addresses of any injured persons and witnesses; and

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(3) The nature and location of any injury or damage arising out of the occurrence, offense, wrongful act, error or omission.

b. If a claim is made or suit is brought against any insured which is reasonably likely to result in a claim or suit effecting this policy, 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.

5. 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 for up to three years afterward.

6. Inspection and Surveys:

We have the right, but are not obligated, to:

a. Make inspections and surveys at any time;

b. Give you reports on the conditions we find; and

c. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public.

We do not warrant that conditions are safe or healthful or comply with laws, regulations, codes or

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standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization that makes insurance inspections, surveys, reports or recommendations.

7. Legal Action Against Us:

No person or organization has a right under this policy:

- 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 policy 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 policy 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.

8. Loss Payable:

- a. Liability under this policy shall not apply unless and until the insured and the underlying insurer has become obligated to pay the amount of the "underlying insurance". Such obligation by the underlying insurer and us to pay damages shall have been previously determined by a final settlement or judgment after an actual trial or written agreement between the insured, the claimant or the claimant's legal representative, the underlying insurer and us.
- b. If we are obligated to indemnify the insured for any payment of judgments or settlements, the insured must make a written claim within 12 months of:
 - (1) actually paying any amount in excess of the "underlying insurance"; or
 - (2) The insured's liability being made certain by:
 - i. the final written judgment of a trial; or
 - ii. the written agreement of the insured, the claimant, the underlying insurer and us.

If any later payments are made by the insured for the same occurrence, offense, wrongful act, error, or omission, written claim for these payments must likewise be made. We will reimburse you for these payments within 30 days of confirming that they are payable by this policy.

9. Maintenance Of Underlying Insurance:

The "underlying insurance" listed in the Schedule of Underlying in the Declarations shall remain in effect throughout the policy period except for the reduction of the aggregate limits due to payment of damages.

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Failure to maintain "underlying insurance" will not invalidate this insurance. However, this insurance will apply as if the "underlying insurance" were in full effect.

You must notify us as soon as practicable when any "underlying insurance" is no longer in effect.

10. Unimpaired Aggregates of Underlying Insurance:

If an aggregate limit of any "underlying insurance" has been reduced below the aggregate amount shown in the Schedule of Underlying Insurance for that "underlying insurance" as a result of losses occurring prior to the inception date of this policy or as a result of losses not covered by this insurance, we will apply all insurance provided by this policy as if the aggregate of the "underlying insurance" had not been reduced below the limit amount shown in the Schedule of Underlying Insurance.

This condition does not apply to losses subject to claims-made coverage and occurring after the retroactive date of this policy (if any).

11. Underlying Insurance Sublimits:

Unless specifically included within the Schedule of Underlying Insurance of this policy, coverage is excluded by this policy for any coverage for which any "underlying insurance" imposes a limit of insurance of less than \$1,000,000 per occurrence, per event, per claim, or per wrongful act (commonly called a sublimit) and over which this policy is excess.

Any losses related to any sub limited coverage excluded by this policy, but provided by any "underlying insurance", shall not be recognized by this policy as eroding or exhausting the limits of insurance of the "underlying insurance".

12. Other Insurance:

This insurance is excess over, and shall not contribute with any other insurance, whether primary, excess, contingent or on any other basis. This condition applies to any duty to indemnify and to any duty to defend. This condition will not apply to insurance specifically written as excess over this policy.

13. Premium Computation:

The rate, rating basis and estimated units of exposure for the Policy Period will be stated in Item 5. of the Declarations. We will compute the premium for this policy by applying the rate to each unit of exposure of the rating basis. The estimated units of exposure will be used to determine the advance premium. The actual units of exposure will be used to determine the earned premium.

When this policy expires or if it is cancelled, we will compute the earned premium. If the earned premium is more than the advance premium, you will pay us the additional premium immediately. If the earned premium is less than the advance premium, we may return the excess premium to you (subject to the minimum premium). Regardless of the earned premium, the minimum premium stated in the Declarations will apply.

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14. Representations or Fraud:

By accepting this policy, you agree:

- a. The statements in the Application and 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.

15. 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 policy, 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 to help us enforce them.

VI. DEFINITIONS

1. "First underlying insurance" means the policy or policies of insurance listed in the Declarations under the Schedule of Underlying Insurance and identified as the "First Underlying Insurance", including any self-insured retentions or deductibles that are a part of such policies.
2. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents, or byproducts produced or released by fungi.
3. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.
4. "Pollutants" means 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.
5. "Terrorism" means activities against persons, organizations or property of any nature:
 - a. That involve the following or preparation for the following:
 - (1) Use or threat of force or violence;
 - (2) Commission or threat of a dangerous act; or
 - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

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b. When one or both of the following applies:

- (1) The effect of such activities is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- (2) It appears that the intent of such activities is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

6. "Underlying insurance" means the policy or policies of insurance listed in the Declarations under the Schedule of Underlying Insurance, including any self-insured retentions or deductibles that are a part of such policies.

VII. EXTENDED REPORTING PERIOD OPTION

- 1. We will provide an Extended Reporting Period, as described below, if:
 - a. This policy is cancelled or non-renewed by us; or
 - b. We renew or replace this policy with insurance that:
 - (1) Does not apply on a claims-made basis; or
 - (2) Has a retroactive date later than the date shown in the Declarations applying to this policy.

- 2. Any Extended Reporting Period included within or endorsed to this policy applies only as respects excess insurance over "underlying insurance" written on a claims-made basis.
- 3. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims for injury or damage caused by an occurrence which occurs after the retroactive date and before the end of the policy period. For this insurance to apply, claims must be first made within the applicable Extended Reporting Period.

Once in effect, Extended Reporting Periods may not be cancelled, except as a result of non-payment of premium.

4. If also provided in the "underlying insurance", a Basic Extended Reporting Period is automatically provided without an additional premium charge. This period starts with the end of the policy period and lasts for sixty (60) days.

The Basic Extended Reporting Period does not apply to claims that are covered under any subsequent insurance that you purchase, or that would be covered but for the exhaustion of the amount of insurance applicable to such claims.

5. A Supplemental Extended Reporting Period of up to three (3) years duration is available, but only by endorsement to this policy and for an additional premium charge. This Supplemental Extended Reporting Period starts when the Basic Extended Reporting Period, set forth in Subparagraph VII.3.

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above, ends. You must provide us with a written request for the Supplemental Extended Reporting Period within thirty (30) 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. The additional premium for the Supplemental Extended Reporting Period will be due within sixty (60) days after the end of the policy period. If the additional premium for the Supplemental Extended Reporting Period is not paid promptly when due, the Supplemental Extended Reporting Period will be cancelled flat.

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;
- (b) Previous types and amounts of insurance;
- (c) Limits of insurance available under the policy for future payment of damages; and
- (d) Any other factors deemed by us to be related to the additional premium charge.

The additional premium for the Supplemental Extended Reporting Period will not exceed 200% of the total annual premium for this policy. The additional premium for the Supplemental Extended Reporting Period will be fully earned when the endorsement takes effect.

This endorsement shall define the terms, not consistent with this section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims first made during such period is excess over any other valid insurance available under policies in force after the Supplemental Extended Reporting Period takes effect.

6. The Basic Extended Reporting Period and the Supplemental Extended Reporting Period, if any, do not reinstate or increase the limits of insurance of this policy.

NUCLEAR ENERGY LIABILITY EXCLUSION

This insurance does not apply to:

- 1. Any liability or damage:
 - a. With respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, or the Nuclear Insurance Association of Canada, or would be an insured under such policy but for its termination upon exhaustion of its limits of insurance; or
 - b. Resulting from the "hazardous properties" of "nuclear material" 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 its 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.

Class 1:
Class 2:
Class Code:
2-13000

SLP-0002 11-06

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2. Any liability or damage resulting from the "hazardous properties" of "nuclear material", if:
 - a. The "nuclear material": (1) is at any "nuclear facility" owned by, or operated by or on behalf of, any insured, or (2) has been discharged or dispersed there from;
 - b. The "nuclear material" is contained in "spent fuel" or "waste" at any time processed, handled, used, processed, stored, transported, or disposed of by or on behalf of an insured; or
 - c. The injury, sickness, disease, death, destruction or loss arising 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 Subparagraph c. applies only to injury to or destruction of or loss of property at such "nuclear facility".

As used in this exclusion:

1. "Hazardous properties" includes radioactive, toxic or explosive properties;
2. "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 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; or
 - d. any structure, basin, excavation, premises, 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 site and all premises used for such operations;
3. "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;
4. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission self-supporting chain reaction or to contain critical mass of fissionable material;
5. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

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6. "Waste" means any waste material: (1) containing by-product material, and (2) resulting from the operation by any person or organization of any "nuclear facility" included within the definition of "nuclear facility".

With respect to injury to or destruction of or loss of property, the word "injury" or "destruction" or "loss" includes all forms of radioactive contamination of property.

All other terms and conditions of this policy remain unchanged.

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Class 1:

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2-13000

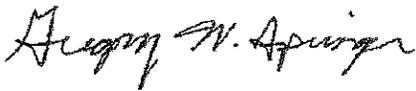
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Page 17 of 17

IN WITNESS WHEREOF, the Company has caused the facsimile signatures of its President and Secretary to be affixed hereto, and has caused this policy to be signed on the Declarations Page by an authorized representative of the Company.

AXIS Insurance Company



Gregory W. Springer
President



Andrew Weissert
Secretary

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Class 1:
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Class Code:
2-13000



CLAIM NOTICE

Please notify:

AXIS U.S. INSURANCE

During business hours of 8:30 am est. to 4:30 pm est.

11680 Great Oaks Way
Suite 500
Alpharetta, GA 30022
PH (678) 746-9400
FAX (678) 746 9315

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Class 1:
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2-13000

CLM-0001-09-02

STATE FRAUD STATEMENTS

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

Applicable in Arkansas

Arkansas Fraud Statement

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

Applicable in Colorado

Colorado Fraud Statement

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

Applicable in District of Columbia

District of Columbia Fraud Statement

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

Applicable in Florida

Florida Fraud Statement

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

Applicable in Kentucky

Kentucky Fraud Statement

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

Applicable in Louisiana and New Mexico

Louisiana and New Mexico Fraud Statement

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

Applicable in Maine

Maine Fraud Statement

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

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Class 1:

Class 2:

Class Code:

2-13000

I-FS 001 1209

STATE FRAUD STATEMENTS

Applicable in Maryland

Maryland Fraud Statement

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

Applicable in New Jersey

New Jersey Fraud Statement

"Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties."

Applicable in New York

New York Fraud Statement

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

Applicable in Ohio

Ohio Fraud Statement

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

Applicable in Oklahoma

Oklahoma Fraud Statement

"Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony."

Applicable in Pennsylvania

Pennsylvania Fraud Statement

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

Applicable in Rhode Island

Rhode Island Fraud Statement

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

Applicable in Tennessee, Virginia and Washington

Tennessee, Virginia and Washington Fraud Statement

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

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Class 1:
Class 2:
Class Code: LI-FS 001 1209
2-13000

NEW YORK STATE BRIDGE AUTHORITY

**COMMERCIAL GENERAL LIABILITY
LEXINGTON INSURANCE COMPANY**

Term: 8/1/2010 – 2011

Annual Premium (incl. Walkway over the Hudson): \$143,125

LEXINGTON INSURANCE COMPANY

Administrative Offices: 100 Summer Street, Boston, Massachusetts 02110-2103
(hereinafter called the Company)

**COMMERCIAL GENERAL LIABILITY POLICY
OCCURRENCE FORM
DECLARATIONS**

Policy Number: 037666081 ✓

Renewal of: 001049606

Item 1. Named Insured and Address:
NEW YORK STATE BRIDGE AUTHORITY

P.O. BOX 1010
HIGHLAND, NY 12528

The Named Insured is: Individual Partnership Joint Venture Limited Liability Company
 Organization (Other Than a Partnership or Joint Venture) Trust

The Business of the Named Insured is:
BRIDGE AUTHORITY

Item 2. Policy Period: ✓ ✓

From: 08/01/2010 To: 08/01/2011
(12:01 a.m., Standard Time at the Address of the Named Insured shown in Item 1. above.)

Item 3. Limits of Insurance:

Each Occurrence Limit:	\$ 1,000,000 ✓	
Damage to Premises Rented to You Limit:	\$ 250,000 ✓	- Any one premises
Personal and Advertising Injury Limit:	\$ 1,000,000 ✓	- Any one person or organization
General Aggregate Limit:	\$ 2,000,000 ✓	
Products-Completed Operations Aggregate Limit:	\$ 2,000,000 ✓	

Item 4. Premium:

A. Total Advance Premium:	\$ 130,265 ✓	143,125 - see below
B. Annual Minimum Premium:	\$ 130,265	
C. Minimum Earned Premium at Inception:	\$ 65,133 ✓	

Item 5. Audit Period: Annual

Item 6. Endorsements: Per Schedule

This Policy is comprised of this Declarations Page, the policy form, the Schedules, and endorsements.

Annual Premium - 130,625 plus annualized premium
of 12,500 for addition of walkway over the
Hudson - Endt No. 11

Total Annual Premium 143,125

David Bressler

Authorized Representative OR
Countersignature (In states where applicable)

THE INSURER(S) NAMED HEREIN IS (ARE) NOT LICENSED BY THE STATE OF NEW YORK, NOT SUBJECT TO ITS SUPERVISION, AND IN THE EVENT OF THE INSOLVENCY OF THE INSURER(S), NOT PROTECTED BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE INSURANCE DEPARTMENT PERTAINING TO POLICY FORMS.

POLICYHOLDER NOTICE

Thank you for purchasing insurance from the Chartis companies. Chartis insurance companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by Chartis insurance companies to brokers and independent agents in the United States by visiting our website at www.chartisinsurance.com/producercompensation or by calling 1-800-706-3102.

FORMS SCHEDULE

Named Insured: NEW YORK STATE BRIDGE AUTHORITY

Policy No: 037666081

Effective Date: 08/01/2010

Form Number	Edition Date	Endorsement Number	Title
LX9640 ✓	05/10		CGL OCCURRENCE DEC
✓ LX9907 ✓	02/06		CGL COMPOSITE RATE SCHEDULE
LX9641 ✓	05/10		CGL OCCURRENCE TEXT
✓ LEXCME094 ✓	03/86	001	PROFESSIONAL LIABILITY EXCL
✓ LX9488 ✓	04/06	002	SELF-INSURED RETENTION (SIMP)
✓ LEXCAS032 ✓	11/03	003	CROSS SUITS ENDORSEMENT
✓ LX9466 ✓	10/03	004	A.I. REQ'D BY WRITTEN CONTRACT
✓ LX9827 ✓	01/05	005	TERRORISM PREMIUM CHARGE END
✓ LX9606 ✓	06/03	006	EMPLOYEE BENEFITS LIAB COV
✓ LEXOCC218 ✓	04/90	007	SEXUAL & PHYSICAL ABUSE EXCL
✓ LX9493 ✓	02/04	008	AGGREGATE LIMITS PER LOCATION
✓ LX8416 ✓	09/08	009	ACCIDENT INSURANCE ENDT

SCHEDULE
Commercial General Liability
Composite Rate Endorsement

Classification Description	Estimated Exposure Basis	Rate Basis	Total Advance Premium	Annual Minimum Premium
VEHICLE CROSSING	58,024,282 ✓	2.245 ✓ *other (see below)	\$130,265	\$130,265

The following definitions apply to the endorsement:

1. "Sales" means the entire description of Gross Sales as stated in Rule 24 of the General Liability Section of the Insurance Services Office ("ISO") Commercial Lines Manual.
2. "Payroll" means the entire description of Payroll as stated in Rule 24 of the General Liability Section of the ISO Commercial Lines Manual.
3. *Other means \$ 1,000 per VEHICLE CROSSINGS ✓

All other terms and conditions of the policy remain the same.

LEXINGTON INSURANCE COMPANY

Administrative Offices: 100 Summer Street, Boston, Massachusetts 02110-2103

COMMERCIAL GENERAL LIABILITY POLICY - OCCURRENCE 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 IV - DEFINITIONS.

SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in SECTION III - LIMITS OF INSURANCE; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements 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" 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 described in Paragraph 1 of SECTION II - WHO IS AN INSURED and no "employee" authorized by you to give or receive notice of an "occurrence", claim or "suit", knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the "policy period".

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of SECTION II. WHO IS AN INSURED or any "employee" authorized by you to give or receive notice of an "occurrence" claim, or "suit", includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of SECTION II - WHO IS AN INSURED or any "employee" authorized by you to give or receive notice of an "occurrence", claim or "suit":

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services, loss of consortium 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 attorney 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 attorney 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 only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

- (1) "Bodily injury" to 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) Any claim or "suit" brought by the spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (1) above.

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

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

f. 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;

- (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 effect 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" not otherwise excluded 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.

g. Aircraft, Auto Or Watercraft

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

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

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on or on the ways next to premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or any insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. 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.

This exclusion does not apply to the use or threatened use of "terrorism".

As used in this exclusion, "terrorism" means the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in any connection with any organization, government, power, authority or military force, when the effect is to intimidate, coerce or harm:

- (1) A government;
- (2) The civilian population of a country, state or community; or
- (3) To disrupt the economy of a country, state or community.

So long as the Terrorism Risk Insurance Act of 2002 (the "Act") is in effect, "terrorism" includes an act of terrorism as defined by Section 102. Definitions of the Act and any revisions or amendments thereto.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (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.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. However, a separate Limit of Insurance applies to Damage To Premises Rented To You as described in SECTION III – LIMITS OF INSURANCE.

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

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

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

k. Damage To Your Product

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

i. Damage To Your Work

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

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

m. 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.

n. 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.

o. Personal And Advertising Injury

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

p. 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.

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.

q. Fungus/Mold

"Bodily injury" or "property damage" or any other loss, cost or expense, including, but not limited to, losses, costs or expenses related to, arising from or associated with clean-up, remediation, containment, removal or abatement, caused directly or indirectly, in whole or in part, by:

- (1) Any "fungus(i)", "mold(s)", mildew or yeast, or
- (2) Any "spore(s)" or toxins created or produced by or emanating from such "fungus(i)", "mold(s)", mildew or yeast, or
- (3) Any substance, vapor, gas, or other emission or organic or inorganic body substance produced by or arising out of any "fungus(i)", "mold(s)", mildew or yeast, or
- (4) Any material, product, building component, building or structure, or any concentration of moisture, water or other liquid within such material, product, building component, building or structure, that contains, harbors, nurtures or acts as a medium for any "fungus(i)", "mold(s)", mildew, yeast or "spore(s)" or toxins emanating therefrom,

regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that "bodily injury" or "property damage", loss, cost or expense.

For the purposes of this exclusion, the following definitions are added to the policy:

"Fungus(i)" includes, but is not limited to, any of the plants or organisms belonging to the major group fungi, lacking chlorophyll, and including molds, rusts, mildews, smuts, and mushrooms.

"Mold(s)" includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce molds.

"Spore(s)" means any dormant or reproductive body produced by or arising or emanating out of any "fungus(i)", "mold(s)", mildew, plants, organisms or microorganisms.

r. Employment Related Practices

Any claim or "suit" alleging or asserting in any respect loss, injury, or damage (including consequential "bodily injury") in connection with "wrongful termination", and/or "discrimination", and/or "sexual harassment".

The following definitions apply to this exclusion:

"Wrongful termination" means termination of an employment relationship in a manner which is against the law, wrongful, or in breach of an implied or written agreement to continue employment.

"Discrimination" means termination of an employment relationship or a demotion, or a failure or refusal to hire or promote an individual because of race, color, religion, age, sex, disability, pregnancy, natural origin, sexual orientation or other protected category or characteristic established pursuant to any applicable United States federal, state, or local law, regulation or ordinance.

"Sexual harassment" means unwelcome sexual advances and/or requests for sexual favors

and/or other verbal or physical conduct of a sexual nature that: (1) are made a condition of employment and/or (2) are used as a basis for employment decisions and/or (3) create a work environment that interferes with performance.

s. Asbestos

- (1) "Bodily injury" in any way arising out of the use by any person or organization of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust;
- (2) "Property damage" to real property arising out of the use by any person or organization of asbestos, asbestos products, asbestos fibers, asbestos dust, including, without limitation, the costs incurred with respect to the removal or abatement of asbestos, asbestos products, asbestos fibers or asbestos dust from or in such real property;
- (3) Any obligation of the insured to indemnify any party because of damages arising out of such "property damage", "bodily injury", sickness, disease, occupational disease, disability, shock, death, mental anguish or mental injury, at any time as a result of the manufacture of, mining of, use of, sale of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust; or
- (4) Any obligation to defend any "suit" or claim against the insured alleging "bodily injury", sickness, disease, occupational disease, disability, shock, death, mental anguish or mental injury or "property damage" resulting from or contributed to, by any and all manufacture of, mining of, use of, sale of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust.

t. Lead

- (1) "Bodily injury" or "property damage", for past, present or future claims arising in whole or in part, either directly or indirectly, out of the manufacture, distribution, sale, resale, re-branding, installation, repair, removal, encapsulation, abatement, replacement or handling of, exposure to, ingestion of or testing for, lead whether or not the lead is or was at any time airborne as a particle, contained in a product, carried on clothing, inhaled, transmitted in any fashion or found in any form whatsoever;
- (2) The costs of clean up or removal of lead or products and materials containing lead;
- (3) The costs of such actions as may be necessary to monitor, assess and evaluate the release or threat of same, or lead or products and material containing lead;
- (4) The cost of disposal of lead substances or the taking of such other action as may be necessary to temporarily or permanently prevent, minimize or mitigate damage to the public health or welfare or to the environment, which may otherwise result;
- (5) The cost of compliance with any law or regulation regarding lead.

u. Nuclear

- (1) "Bodily injury" or "property damage":
 - (a) With respect to which an insured under this 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
 - (b) Resulting from the "hazardous properties" of "nuclear material" and with respect to which: (i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (ii) 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.
- (2) "Bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material", if:

- (a) The "nuclear material": (i) is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or (ii) has been discharged or dispersed therefrom;
 - (b) The "nuclear material" is contained in "spent fuel" or "waste" at anytime possessed, handled, used, processed, stored, transported or disposed of by or on behalf of the insured; or
 - (c) 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 subparagraph (2)(c) applies only to "property damage" to such "nuclear facility" and any property thereat.
- (3) "Bodily injury" or "property damage" arising out of the intentional or unintentional detonation of any nuclear bomb or nuclear device or release of radioactive matter.
- (4) As used in this exclusion, the following definitions apply:
- (a) "Hazardous properties" include radioactive, toxic or explosive properties;
 - (b) "Nuclear material" means "source material", "special nuclear material" or "by-product material";
 - (c) "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;
 - (d) "Spent fuel" means any fuel element of fuel component, solid or liquid which has been used or exposed to radiation in a "nuclear reactor";
 - (e) "Waste" means any waste material: (i) 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 (ii) 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".
 - (f) "Nuclear facility" means:
 - (i) Any "nuclear reactor";
 - (ii) Any equipment or device designed or used for: (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing "spent fuel", or (c) handling, processing or packaging "waste";
 - (iii) 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;
 - (iv) 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.
 - (g) "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.

v. Securities And Financial Interest

- (1) Any violation of any securities law or similar law or any regulation promulgated thereunder;
- (2) The purchase, sale, offer of sale or solicitation of any security, debt, insurance policy, bank

deposit or financial interest or instrument;

- (3) Any representation made at any time in relation to the price or value of any security, debt, insurance policy, bank deposit or financial interest or instrument; or
- (4) Any depreciation or decline in price or value of any security, debt, insurance policy, bank deposit or financial interest or instrument.

w. Silica

- (1) "Bodily injury" or "property damage" or any other loss, cost or expense arising out of the presence, ingestion, inhalation, or absorption, of or exposure to silica products, silica fibers, silica dust or silica in any form; or
- (2) Any obligation of the insured to defend and/or indemnify any party because of damages arising out of such "bodily injury" or "property damage" arising out of the presence, ingestion, inhalation, or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form.

x. Violation Of Statutes In Connection With Sending, Transmitting Or Communicating Any Material Or Information

Any loss, injury, damage, claim, "suit", cost or expense arising out of or resulting from, caused directly or indirectly, in whole or in part by, any act that violates any statute, ordinance or regulation of any federal, state or local government including, any amendment of or addition to such laws, that includes, addresses or applies to the sending, transmitting or communicating of any material or information, by any means whatsoever.

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages 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 those damages. 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. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in SECTION III - LIMITS OF INSURANCE and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements 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" 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. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" 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.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of websites for others; or
- (3) An internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of the definition of "personal and advertising injury" in SECTION IV - DEFINITIONS.

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.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) 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
- (2) 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".

Exclusions i. War, q. Fungus/Mold, r. Employment Related Practices, s. Asbestos, t. Lead, u. Nuclear, v. Securities and Financial Interest, w. Silica and x. Violation of Statutes in Connection With Sending, Transmitting or Communicating Any Material or Information pertaining to "bodily injury" or "property damage" under COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY shall apply equally to "personal and advertising injury" under this COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY.

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:
 - a. All expenses we incur.
 - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. 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. Interest on that part of any judgment we pay that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of paragraph 2.b.(2) of SECTION I COVERAGES - 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 subparagraph 2.f. above, are no longer met.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
 - a. 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" is an insured for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business.

In addition, this insurance does not apply to any claim or "suit" brought by the spouse, child, parent, brother or sister of you, your partner, your member, your co-"employee" or your "volunteer worker" as a consequence of the above paragraph.

- (b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) above; or

- (c) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", or "volunteer workers"; or any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and

- (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.

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

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;

- b. Claims made or "suits" brought; or

- c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - b. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
 4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
 5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for damages under Coverage A because of all "bodily injury" and "property damage" arising out of any one "occurrence".
 6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner. No "defense expenses" shall be paid under the Damage To Premises Rented To You Limit.

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

SECTION IV - 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 websites, only that part of a website 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 in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America, including its territories and possessions, Puerto Rico and Canada;

- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. Anywhere else 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 if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in Paragraph a. above;

(2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; and

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

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

- 5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 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 other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
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 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 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 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 in the state 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 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" means 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. "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 deemed as completed.
 - b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

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

For the purposes of this insurance, electronic data is not tangible property.

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

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

19. "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.

20. "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.

21. "Your product"

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You;
- (b) Others trading under your name; or
- (c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work"

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

SECTION V - CONDITIONS

1. Bankruptcy

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

2. 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 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.

3. Legal Action Against Us

No person or organization has a right under this policy:

- 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 policy 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 policy or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this policy, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. Excess Insurance, below, applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. Method of Sharing, below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations for which you have been added as an additional insured by attachment of an endorsement.

(2) 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.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

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

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this policy.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium and Audit

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

b. If the premium for this policy is a flat premium, it is not subject to adjustment, except that additional premiums may be required for any additional exposure and/or insureds, or as provided for in Condition 9 Cancellation.

The Premium shown in Item 4.A. of the Declarations as the Total Advance Premium is a deposit premium only. If the policy is subject to audit adjustment, the actual exposure base will be used to compute the earned premium. If the earned premium is greater than the Total Advance Premium,

the first Named Insured will pay the difference to us due and payable upon notice. Subject to the Annual Minimum Premium shown in Item 4.B. of the Declarations, if the earned premium is less than the Total Advance Premium, we will return the difference 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. The first Named Insured shown on the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums we pay.

6. Representations

By accepting this policy, you agree that:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

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

9. Cancellation

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this policy is canceled, 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, earned premium will be calculated in accordance with the customary short-rate table and procedure, or the Minimum Earned Premium at Inception of the policy shown in Item 4.C. of the Declarations, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

10. Changes

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

11. 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 this policy period and up to three years afterward.

12. Change In Control

- a. If the first "Named Insured" designated in Item 1. of the Declarations consolidates with or merges into, or sells all or substantially all of its assets to any person or entity; or
- b. If any person or entity acquires an amount of the outstanding ownership interests representing more than 50% of the voting or designation power for the election of directors of the first "Named Insured" designated in Item 1. of the Declarations, or acquires the voting or designation rights of such an amount of ownership interests;

this policy will continue in full force and effect as to "bodily injury" and "property damage" that occur prior to the effective date of such transaction and "personal and advertising injury" caused by an "occurrence" that takes place prior to the effective date of such transaction. There will be no coverage afforded by this policy for "bodily injury" or "property damage" that occurs on or after the effective date such transaction and "personal and advertising injury" caused by an "occurrence" that takes place on or after the effective date of such transaction.

13. Inspections and Surveys

We have the right but are not obligated to:

- a. Make inspections and surveys at any time;
- b. Give you reports on the conditions we find; and
- c. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public, and we do not warrant that conditions:

- a. Are safe or healthful; or
- b. Comply with laws, regulations, codes or standards. This condition applies not only to us, but also to any rating advisory, rate service or similar organization which make insurance inspections, surveys, reports or recommendations.

14. 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 representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

15. Service Of Suit

In the event of the failure of the Company to pay any amount claimed to be due hereunder, we, at the request of the Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver by us of our rights to commence an action in any court of competent jurisdiction in the United States to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Counsel, Legal Department, Lexington Insurance Company, 100 Summer Street, Boston, Massachusetts, 02110-2103 or his or her representative, and that in any suit instituted against us upon this policy, we will abide by the final decision of such court or of any appellate court in the event of an appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefor, we hereby designate the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his or her successor or successors in office as our true and lawful attorney upon whom may be served any lawful process in any action,

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suit, or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this policy of insurance, and hereby designates the above named Counsel, Legal Department, Lexington Insurance Company, 100 Summer Street, Boston, MA 02110-2103, as the person to whom the said officer is authorized to mail such process or a true copy thereof.

16. Arbitration

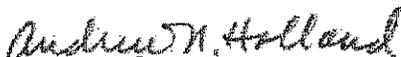
Notwithstanding Condition 15. Service of Suit, above, in the event of a disagreement as to the interpretation of this policy (except with regard to whether this policy is void or voidable), it is mutually agreed that such dispute shall be submitted to binding arbitration before a panel of three (3) Arbitrators consisting of two (2) party-nominated (non-impartial) Arbitrators and a third (impartial) Arbitrator (hereinafter "umpire") as the sole and exclusive remedy.

The party desiring arbitration of a dispute shall notify the other party, said notice including the name, address and occupation of the Arbitrator nominated by the demanding party. The other party shall, within 30 days following receipt of the demand, notify in writing the demanding party of the name, address and occupation of the Arbitrator nominated by it. The two (2) arbitrators so selected shall, within 30 days of the appointment of the second Arbitrator, select an umpire. If the Arbitrators are unable to agree upon an umpire, the selection of the umpire shall be submitted to the Judicial Arbitration and Mediation Services (hereinafter, "JAMS"). The umpire shall be selected in accordance with Rule 15 (as may be amended from time to time) of the JAMS Comprehensive Arbitration Rules and Procedures for the selection of a sole arbitrator.

The parties shall submit their cases to the panel by written and oral evidence at a hearing time and place selected by the umpire. Said hearings shall be held within 30 days of the selection of the umpire. The panel shall be relieved of all judicial formality, shall not be obligated to adhere to the strict rules of law or of evidence, shall seek to enforce the intent of the parties hereto and may refer to, but are not limited to, relevant legal principles. The decision of at least two (2) of the three (3) panel members shall be binding and final and not subject to appeal except for grounds of fraud and gross misconduct by the Arbitrators. The award will be issued within 30 days of the close of the hearings. Each party shall bear expenses of its designated Arbitrator and shall jointly and equally share with the other the expense of the umpire and the arbitration.

The arbitration proceeding shall take place in the vicinity of the first Named Insured's mailing address as shown in the Declarations or such other place as may be mutually agreed by the first Named Insured and us. The procedural rules applicable to this arbitration shall, except as provided otherwise herein, be in accordance with the JAMS Comprehensive Arbitration Rules and Procedures.

IN WITNESS WHEREOF, the Insurance Company identified on the Declarations has caused this policy to be signed by its President, Secretary and a duly authorized representative of the Insurance Company.


Secretary


President

ENDORSEMENT # 001

This endorsement, effective 12:01 AM 08/01/2010

Forms a part of policy no.: 037666081

Issued to: NEW YORK STATE BRIDGE AUTHORITY

By: LEXINGTON INSURANCE COMPANY

PROFESSIONAL LIABILITY EXCLUSION

It is agreed that this policy shall not apply to liability arising out of the rendering of or failure to render professional services, or any error or omission, malpractice or mistake of a professional nature committed by or on behalf of the "Insured" in the conduct of any of the "Insured's" business activities.



David Bressan

Authorized Representative OR
Countersignature (In states where applicable)

ENDORSEMENT # 002

This endorsement, effective 12:01 AM 08/01/2010

Forms a part of policy no.: 037666081

Issued to: NEW YORK STATE BRIDGE AUTHORITY

By: LEXINGTON INSURANCE COMPANY

SELF-INSURED RETENTION ENDORSEMENT

This endorsement modifies insurance provided by the policy:

COMMERCIAL GENERAL LIABILITY POLICY

I. LIMITS OF INSURANCE

The LIMITS OF INSURANCE as set forth in Item 3 of the Declarations shall apply excess of a Self-Insured Retention (hereinafter referred to as the "Retained Limit") in the amount of :

\$ 100,000 each "occurrence"
\$ per "claim"
\$ per claimant

and you agree to assume the Retained Limit. The Retained Limit, or any part of it, shall not be insured without our prior written approval.

II. DEFENSE AND SETTLEMENT - COVERAGES A AND B

The defense and settlement obligations as set forth in **Section I - Coverages A and B** are deleted and replaced by the following defense and settlement obligation:

A. WITHIN THE RETAINED LIMIT:

We do not have the duty to investigate or defend any "occurrence", claim or "suit" unless and until the Retained Limit is exhausted with respect to that "occurrence", claim or "suit". However, we may, at our discretion and expense, participate with you in the investigation of any such "occurrence" and the defense of any such claim or "suit" that may result.

B. IN EXCESS OF THE RETAINED LIMIT:

1. Once the Retained Limit is exhausted, with respect to any specific "occurrence", claim or "suit", we shall thereafter have the right and duty to defend that "occurrence", claim or "suit".
2. When we have the duty to investigate and/or defend pursuant to subparagraph II. B.1. above, we may, at our sole discretion, settle any such "occurrence", claim or "suit".

C. If you refuse to agree to a settlement we recommend and the resulting judgment or settlement exceeds our recommended settlement, our liability for that "occurrence", claim or "suit", subject to the Limits of Insurance, will not exceed our recommended settlement amount (less any amount of the Retained Limit remaining). In such event the company will have no further obligation with respect to "Allocated Loss Adjustment Expense" subsequent to the date of such refusal.

D. In no event shall you agree to a settlement in excess of the Retained Limit without our prior written approval.

E. There will be no reduction of the Retained Limit because of payment of claims or "suits" arising from claims or "suits" for which coverage is not afforded by the policy.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Section III. **ALLOCATED LOSS ADJUSTMENT EXPENSES - COVERAGES A AND B**.

III. **ALLOCATED LOSS ADJUSTMENT EXPENSES - COVERAGES A AND B**

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is deleted in its entirety and replaced with the following:

ALLOCATED LOSS ADJUSTMENT EXPENSES - COVERAGES A AND B

You are responsible for "Allocated Loss Adjustment Expenses" according to your election as indicated by an "X" below. If no election is indicated, election i. below shall apply.

- i. All "Allocated Loss Adjustment Expenses" up to the Retained Limit. However, the most you are responsible for with respect to damages and "Allocated Loss Adjustment Expenses" combined shall not exceed the Retained Limit.
- ii. A part of "Allocated Loss Adjustment Expenses". That part will be calculated by dividing the smaller of the Retained Limit or the damages by the damages. If we pay no damages you are responsible for all "Allocated Loss Adjustment Expenses".
- iii. All "Allocated Loss Adjustment Expenses".

If a Retained Limit is shown either on a per "claim" basis or a per "occurrence" basis in Section I. LIMITS OF INSURANCE above, your duty to pay for "Allocated Loss Adjustment Expenses" applies separately to each "occurrence" for "bodily injury" or "property damage", or to each offense for "personal and advertising injury". If the Retained Limit is shown on a per "occurrence" basis in Section I. LIMITS OF INSURANCE, above, we will apply the Retained Limit to each "occurrence" regardless of the number of persons or organizations who sustain damages as a result of any one "occurrence". If the Retained Limit is shown on a per "claim" basis in Section I. LIMITS OF INSURANCE, above, we will apply the Retained Limit to each and every "claim".

If a Retained Limit is shown on a per claimant basis in Section I. LIMITS OF INSURANCE, above, your duty to pay for "Allocated Loss Adjustment Expenses" applies separately to each and every claimant who makes a "claim" or brings a "suit" for "bodily injury", "property damage", or "personal and advertising injury". If multiple claimants are joined in one "claim" or "suit" or are members of a class action "suit", we will apply the Retained Limit separately to each and every claimant and your duty to pay "Allocated Loss Adjustment Expenses" will apply separately to each and every claimant (whether or not, in the case of a class action "suit", such claimant is a named class member).

IV. **INDEMNITEE PROVISION**

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:

1. 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";
2. This insurance applies to such liability assumed by the insured;
3. 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";
4. 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;
5. 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
6. The indemnitee:
 - a. Agrees in writing to:
 - (1) Cooperate with us in the investigation, settlement or defense of the "suit";

- (2) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (3) Notify any other insurer whose coverage is available to the indemnitee; and
 - (4) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
- b. Provides us with written authorization to:
- (1) Obtain records and other information related to the "suit"; and
 - (2) Conduct and control the defense of the indemnitee in such "suit".

"Allocated Loss Adjustment Expenses" pertaining to the defense of the indemnitee will be handled in accordance with the Named Insured's election in Section III. **ALLOCATED LOSS ADJUSTMENT EXPENSES - COVERAGES A AND B**. We will not provide a defense to the indemnitee if option iii. in Section III. **ALLOCATED LOSS ADJUSTMENT EXPENSES - COVERAGES A AND B** is selected.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as "Allocated Loss Adjustment Expenses" ends when:

1. We have used up the applicable limit of insurance in the payment of judgments and/or settlements (and/or "Allocated Loss Adjustment Expenses", if defense is within the limits of insurance on the policy); or
2. The conditions set forth above, or the terms of the agreement described in Paragraph 6. above, are no longer met.

V. INSOLVENCY

Your bankruptcy, insolvency, inability to pay, failure to pay, or refusal to pay the Retained Limit will not increase our obligations under the policy. In the event there is insurance, whether or not applicable to an "occurrence", claim or "suit" within the Retained Limit, you will continue to be responsible for the full amount of the Retained Limit before the limits of insurance under this policy apply. In no case will we be required to pay the Retained Limit or any portion thereof.

VI. NOTICE PROVISIONS

- A. You shall immediately notify us in writing, in accordance with the terms of the policy, of any "occurrence" or any offense which may result in a "claim" which:
1. involves serious "bodily injury", including but not limited to, burns, spinal cord injury, amputation, brain damage, loss of eyesight or hearing, a fatality, or any claim which is likely to exceed 50% of the Retained Limit, or for which you have established a reserve (including Indemnity and "Allocated Loss Adjustment Expense") at or more than 50% of the Retained Limit;
 2. you receive notice of a "suit" in which the damage demand exceeds the Retained Limit; and/or
 3. you receive notice of a "suit" which requests Punitive Damages.
- B. On a quarterly basis, you must provide us with a written summary (loss run) of all "occurrences", offenses, claims, or "suits" which have or may result in payments within the Retained Limit.

This written summary must show:

1. The date of the "occurrence", offenses, claims or "suits"; and
2. The name(s) of the injured person(s) or identification of the damaged property; and
3. A description of the injury or damage; and
4. The amount paid or reserved, including "allocated loss adjustment expense", resulting from the "occurrence", offenses, claim or "suit".

VII. SPECIAL CONDITIONS

- A. It is required that you contract with and pay, without reimbursement from us, a firm acceptable to us for the purpose of providing claims services (hereinafter, such firm is referred to as the "TPA"). You shall maintain a written service agreement with such TPA as named below. The service agreement shall require that all claims or "suits" shall be administered by the TPA.
- B. You may not, without our written consent, cancel, amend, or suspend the service agreement between you and the TPA.
- C. Loss settlements made by you or the TPA will be made in accordance with the terms and conditions of the policy.

TPA: YORK INSURANCE SERVICES GROUP, INC.
Address: 99 CHERRY HILL ROAD
PARSIPPANY, NJ 07054

VIII. ADDITIONAL DEFINITIONS

SECTION IV - DEFINITIONS of the policy is amended to include the following additional definitions:

1. "Allocated Loss Adjustment Expenses" means all fees for service of process and court costs and court expenses; pre- and post-judgment interest; attorneys' fees; cost of undercover operative and detective services; costs of employing experts; costs for legal transcripts, copies of any public records, and costs of depositions and court reported or recorded statements; costs and expenses of subrogation; and any similar fee, cost or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a loss or a claim or "suit" against you or any insured under the policy, or for the protection and perfection of your or our subrogation rights.

"Allocated Loss Adjustment Expenses" shall not include your or our general overhead, the salary and employee benefits of any of our employees, nor the fees of any attorney who is our employee or under our permanent retainer; nor the fees of any attorney we retain to provide counsel to us about our obligations, if any, under any policy issued by us or our affiliated company (ies), with respect to a claim or "suit" against you.
2. "Claim" means a written demand for monetary damages, and shall include service of suit or institution of arbitration proceedings against the insured.

All other terms and conditions of the policy remain the same.



Authorized Representative OR
Countersignature (In states where applicable)

ENDORSEMENT # 003

This endorsement, effective 12:01 AM 08/01/2010

Forms a part of policy no.: 037666081

Issued to: NEW YORK STATE BRIDGE AUTHORITY

By: LEXINGTON INSURANCE COMPANY

CROSS SUITS ENDORSEMENT

The coverage afforded by this policy does not apply to any claim or "suit" or cross "suit" alleged, initiated, brought or caused to be brought by a Named Insured or Additional Named Insured covered by this policy against any other Named Insured or Additional Named Insured covered by this policy.

All other terms and conditions remain unchanged.



Authorized Representative OR
Countersignature (In states where applicable)

ENDORSEMENT # 004

This endorsement, effective 12:01 AM 08/01/2010

Forms a part of policy no.: 037666081

Issued to: NEW YORK STATE BRIDGE AUTHORITY

By: LEXINGTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT

- A. **Section II - Who Is An Insured** is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage."
- B. The insurance provided to the above described additional insured under this endorsement is limited as follows:
1. COVERAGE A BODILY INJURY AND PROPERTY DAMAGE (Section I - Coverages) only.
 2. The person or organization is only an additional insured with respect to liability arising out of "your work" or "your product" for that additional insured.
 3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance stated in the Declarations under Item 3. Limits of Insurance pertaining to the coverage provided herein.
 4. The insurance provided to such an additional insured does not apply to "bodily injury" or "property damage" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:
 - i The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - ii Supervisory, inspection, architectural or engineering activities.
 5. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "products-completed operations hazard" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy.

6. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary or non-contributory basis.
- C. Subparagraph (1)(a) of the Pollution exclusion paragraph 2.f., Exclusions of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages) does not apply to you if the "bodily injury" or "property damage" arises out of "your work" or "your product" performed on premises which are owned or rented by the additional insured at the time "your work" or "your product" is performed.
- D. In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions.



Authorized Representative OR
Countersignature (In states where applicable)

ENDORSEMENT # 005

This endorsement, effective 12:01 AM 08/01/2010

Forms a part of policy no.: 037666081

Issued to: NEW YORK STATE BRIDGE AUTHORITY

By: LEXINGTON INSURANCE COMPANY

TERRORISM PREMIUM CHARGE ENDORSEMENT

The "Terrorism" charge is \$ 1,289 , and is included in the Policy Premium shown on the Declarations Page of this policy.

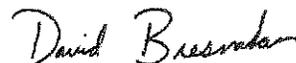
DEFINITION - The following definition of terrorism shall apply:

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

- (1) A government;
- (2) The civilian population of a country, state or community; or
- (3) To disrupt the economy of a country, state or community.

So long as the Terrorism Risk Insurance Act of 2002 (the "Act") is in effect, "Terrorism" includes a certified act of terrorism defined by Section 102. Definitions, of the Act and any revisions or amendments thereto.

All other terms and conditions of the policy are the same.



Authorized Representative OR
Countersignature (In states where applicable)

EMPLOYEE BENEFITS LIABILITY COVERAGE

**THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage	Limit Of Insurance		Deductible		Premium
Employee Benefits Programs	\$1,000,000	each employee	\$1,000 ✓	each employee	\$ INCLUDED
	\$1,000,000	aggregate			
Retroactive Date: 08/01/2002					

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

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

COVERAGE - EMPLOYEE BENEFITS LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages 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 those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph E. (Section III - Limits Of Insurance); and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

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

b. This insurance applies to damages 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, did not take place before the Retroactive Date, if any, shown in the Schedule nor after the end of the policy period; and
- (3) A "claim" for damages, because of an act, error or omission, is first made against any insured, in accordance with Paragraph c. below, during the policy period or an Extended Reporting Period we provide under Paragraph G. of this endorsement.

c. A "claim" 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 us, whichever comes first; or

- (2) When we make settlement in accordance with Paragraph 1.a. above.

A "claim" received and recorded by the insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the claim.

- d. All "claims" for damages made by an "employee" because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such "employee's" dependents and beneficiaries, will be deemed to have been made at the time the first of those "claims" is made against any insured.

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

C. For the purposes of the coverage provided by this endorsement, Paragraphs 2. and 4. of Section II - Who Is An Insured are replaced by the following:

2. Each of the following is also an insured:
 - a. Each of your "employees" who is or was authorized to administer your "employee benefit program".
 - b. 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.

- c. 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.
- 4. 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:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
 - b. 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, Paragraph 3. of **Section II - Who Is An Insured** does not apply.
- E. For the purposes of the coverage provided by this endorsement, **Section III - Limits Of Insurance** is replaced by the following:

1. Limits Of Insurance

- a. The Limits of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:
 - (1) Insureds;
 - (2) "Claims" made or "suits" brought;
 - (3) Persons or organizations making "claims" or bringing "suits";
 - (4) Acts, errors or omissions; or
 - (5) Benefits included in your "employee benefit program".
- b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- c. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
 - (1) An act, error or omission; or
 - (2) 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 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.

2. Deductible

- a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Schedule as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
- b. The deductible amount stated in the Schedule applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- c. The terms of this insurance, including those with respect to:
 - (1) Our right and duty to defend any "suits" seeking those damages; and
 - (2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or "claim"
 apply irrespective of the application of the deductible amount.
- d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

F. For the purposes of the coverage provided by this endorsement, Conditions 2. and 4. of Section IV - Conditions are replaced by the following:

2. 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.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Schedule of this insurance and that applies to an act, error or omission on other than a claims-made basis, if:

(a) No Retroactive Date is shown in the Schedule of this insurance; or

(b) The other insurance has a policy period which continues after the Retroactive Date shown in the Schedule of this insurance.

(2) When this insurance is excess, we will have no duty 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.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of the total amount that all such other insurance would pay for the loss in absence of this insurance; and the total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Schedule of this endorsement.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance of all insurers.

- G.** For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provision are added, or, if this endorsement is attached to a claims-made Coverage Part, replaces any similar Section in that Coverage Part:

EXTENDED REPORTING PERIOD

1. You will have the right to purchase an Extended Reporting Period, as described below, if:
 - a. This endorsement is canceled or not renewed; or
 - b. We renew or replace this endorsement with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or
 - (2) Does not apply to an act, error or omission on a claims-made basis.
2. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to "claims" for acts, errors or omissions that were first committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Schedule. Once in effect, the Extended Reporting Period may not be canceled.
3. An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The 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 "employee benefit programs" insured;
- b. Previous types and amounts of insurance;
- c. Limits of insurance available under this endorsement for future payment of damages; and
- d. Other related factors.

The additional premium will not exceed 100% of the annual premium for this endorsement.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this Section, applicable to the Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

- H.** 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 or added thereto by endorsement.
- I. For the purposes of the coverage provided by this endorsement, Definitions 5. and 18. in the **Definitions** Section are replaced by the following:
 5. "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".
 18. "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.

ENDORSEMENT # 007

This endorsement, effective 12:01 AM 08/01/2010

Forms a part of policy no.: 037666081

Issued to: NEW YORK STATE BRIDGE AUTHORITY

By: LEXINGTON INSURANCE COMPANY

SEXUAL & PHYSICAL ABUSE EXCLUSION

This policy does not apply to any injury sustained by any person arising out of or resulting from the physical and/or sexual abuse of any person by:

1. any Insured;
2. any employee of any Insured;
3. any person performing volunteer services for or on behalf of any Insured.

The Company shall not have any duty to defend any suit against the Insured seeking damages on account of any such injury.



Authorized Representative OR
Countersignature (In states where applicable)

ENDORSEMENT # 008

This endorsement, effective 12:01 AM 08/01/2010

Forms a part of policy no.: 037666081

Issued to: NEW YORK STATE BRIDGE AUTHORITY

By: LEXINGTON INSURANCE COMPANY

**AGGREGATE LIMITS OF INSURANCE - PER LOCATION AMENDMENT AND
OVERALL GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the policy:

Subject to the Overall General Aggregate Limit stated in Item 3 of the Declarations, the General Aggregate Limit under LIMITS OF INSURANCE (Section III) applies separately to each of your "locations".

It is further understood and agreed that the following changes are made to the policy:

- (1) Item 3, Limits of Insurance in the Declarations is amended by the addition thereto of the following Limit:

Overall General Aggregate Limit - \$10,000,000 ✓

- (2) SECTION III-LIMITS OF INSURANCE is amended by the addition thereto of the following paragraph under paragraph 6.

7. The Overall General Aggregate Limit is the most we will pay under Coverages A and B for the sum of all Limits of Insurance as provided in this SECTION III regardless of the number of your "locations"; except for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

For the purpose of this endorsement, "locations" means premises involving the same lot, or connecting lots or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

All other terms and conditions remain unchanged.

David Bresnahan

Authorized Representative OR
Countersignature (In states where applicable)

ENDORSEMENT # 009

This endorsement, effective 12:01 AM 08/01/2010

Forms a part of policy no.: 037666081

Issued to: NEW YORK STATE BRIDGE AUTHORITY

By: LEXINGTON INSURANCE COMPANY

THIS ENDORSEMENT ADDS ACCIDENT INSURANCE TO THE POLICY UNDER THE TERMS AND CONDITIONS STATED HEREIN, PLEASE READ IT CAREFULLY.

ACCIDENT INSURANCE ENDORSEMENT

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

NOTICE: COVERAGE IS NOT PROVIDED TO ANY OTHERWISE ELIGIBLE PERSON IF THE NAMED INSURED IS DOMICILED IN INDIANA, IOWA, MASSACHUSETTS, MISSOURI, NORTH CAROLINA, PENNSYLVANIA, OR RHODE ISLAND.

The words we, us and our refer to the company providing this insurance as stated above. Other words and phrases that appear in bold face print in this endorsement have special meaning within this endorsement. Refer to the Accident Insurance Declarations and Accident Insurance Definitions below.

The Policy is amended as follows:

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

(a) Accident Insurance Effective Date: *"Same as Policy Effective Date"*

(b) Classification of Eligible Persons:

Class 1: All third parties, excluding Class 2. Class 1 does not include firefighters, police officers, emergency medical technicians or any other emergency services personnel who may be called to the venue or location(s) in the event of an emergency. Additionally, Class 1 does not include prisoners, inmates or detainees of any kind when the Covered Premises is a prison, jail, detention center, lock down facility or any other correctional institution of any kind.

Class 2: All employees of the **Named Insured** working at least 20 hours per week and who are permanently employed inside the U.S., its territories and possessions, Puerto Rico and Canada.

(c) Covered Activity (ies): Coverage is provided for Injury sustained by a **Covered Person** while:

Covered Activity 1: (Class 1) Lawfully in or on the **Covered Premises** of the **Named Insured**.

Covered Activity 2: (Class 2) Actively performing the duties of his or her occupation for the **Named Insured**.

(d) Principal Sum Amount (per Covered Person): \$50,000

(e) Accident Insurance Aggregate Limit: \$5,000,000 per occurrence

ENDORSEMENT # INTERNAL

This endorsement, effective 12:01 AM 08/01/2010

Forms a part of policy no.: 037666081

Issued to: NEW YORK STATE BRIDGE AUTHORITY

By: LEXINGTON INSURANCE COMPANY

Adding Additional Insured - Central Hudson Gas & Electric Corporation

POLICYNUMBER: 037666081

ENDORSEMENT# 010

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

CENTRAL HUDSON GAS & ELECTRIC CORPORATION

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

ENDORSEMENT # 011

This endorsement, effective 12:01 AM 12/21/2010

Forms a part of policy no.: 037666081

Issued to: NEW YORK STATE BRIDGE AUTHORITY

By: LEXINGTON INSURANCE COMPANY

AMENDATORY ENDORSEMENT

In consideration of an additional premium charge of \$7,638, it is hereby agreed that the Walkway over the Hudson Bridge will be added to the policy effective 12/21/2010.

All other terms and conditions remain the same.



Authorized Representative OR
Countersignature (In states where applicable)

ENDORSEMENT # INTERNAL

This endorsement, effective 12:01 AM 08/01/2010

Forms a part of policy no.: 037666081

Issued to: NEW YORK STATE BRIDGE AUTHORITY

By: LEXINGTON INSURANCE COMPANY

ADDED ENDORSEMENTS LX9838 AND OCC234 TO THE POLICY EFFECTIVE INCEPTION

ENDORSEMENT # 012

This endorsement, effective 12:01 AM 08/01/2010

Forms a part of policy no.: 037666081

Issued to: NEW YORK STATE BRIDGE AUTHORITY

By: LEXINGTON INSURANCE COMPANY

PRIMARY/NON CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided by the policy:

Notwithstanding any other provision of the policy to the contrary, the insurance afforded by this policy for the benefit of the Additional Insured shall be primary insurance, but only with respect to any claim, loss or liability arising out of the Named Insured's operations; and any insurance maintained by the Additional Insured shall be non-contributing.

All other terms and conditions of the policy remain the same.

Authorized Representative OR
Countersignature (In states where applicable)

ENDORSEMENT # 013

This endorsement, effective 12:01 AM 08/01/2010

Forms a part of policy no.: 037666081

Issued to: NEW YORK STATE BRIDGE AUTHORITY

By: LEXINGTON INSURANCE COMPANY

WAIVER OF SUBROGATION
(BLANKET)

It is agreed that we, in the event of a payment under this policy, waive our right of subrogation against any person or organization where the insured has waived liability of such person or organization as part of a written contractual agreement between the insured and such person or organization entered into prior to the "occurrence" or offense.

All other terms and conditions remain unchanged.



Authorized Representative OR
Countersignature (In states where applicable)

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

A. **ACCIDENT INSURANCE INSURING AGREEMENT**

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

Accidental Death & Dismemberment and Paralysis Benefit. If **Injury** to a **Covered Person** results, within 365 days of the date of the accident that caused the **Injury**, in that **Covered Person** suffering any one of the losses or any type of paralysis specified below, the benefit we will pay will be based upon the indicated percentage of the **Principal Sum Amount** shown below for that loss or paralysis:

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

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

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

B. **ACCIDENT INSURANCE EXCLUSIONS**

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

1. suicide or any attempt at suicide or intentionally self-inflicted Injury or any attempt at intentionally self-inflicted Injury or any act of autoeroticism.
2. sickness or disease, or mental incapacity or bodily infirmity whether the loss results directly or indirectly from any of these.
3. the **Covered Person's** commission of or attempt to commit a crime.
4. declared or undeclared war, or any act of declared or undeclared war regardless of whether the Policy to which this endorsement is attached provides such coverage.

5. infections of any kind regardless of how contracted, except bacterial infections that are directly caused by botulism, ptomaine poisoning or an accidental cut or wound independent and in the absence of any underlying sickness, disease or condition including but not limited to diabetes.
6. participation in any team sport or any other athletic activity.
7. full-time active duty in the armed forces, National Guard or organized reserve corps of any country or international authority. (Loss caused while on short-term National Guard or reserve duty for regularly scheduled training purposes is not excluded).
8. travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if the **Covered Person** is:
 - a) riding as a passenger in any aircraft not intended or licensed for the transportation of passengers; or
 - b) performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft; or
 - c) riding as a passenger in an aircraft owned, leased or operated by the **Named Insured** or the **Covered Person's** employer.
9. the **Covered Person** being under the influence of intoxicants.
10. the **Covered Person** being under the influence of drugs unless taken under the advice of and as specified by a **Physician**.
11. the medical or surgical treatment of sickness, disease, mental incapacity or bodily infirmity whether the loss results directly or indirectly from the treatment.
12. stroke or cerebrovascular accident or event; cardiovascular accident or event; myocardial infarction or heart attack; coronary thrombosis; aneurysm.
13. the **Covered Person** riding in or driving any type of motor vehicle as part of a speed contest or scheduled race, including testing such vehicle on a track, speedway or proving ground.

C. ACCIDENT INSURANCE LIMITATIONS

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

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

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

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

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

D. ACCIDENT INSURANCE DEFINITIONS

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

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

Covered Premises - means the physical location of all premises owned by, rented to, leased by the **Named Insured** located inside the U.S., its territories and possessions, Puerto Rico and Canada (including parking lots next to buildings that are maintained by the **Named Insured**). **Covered Premises** does not include any public road or highway, beach, reservoir or lake. In addition, **Covered Premises** does not include any vehicle or mode of transportation once it has left the premises of the **Named Insured**. For construction "wrap-up" business, **Covered Premises** is deemed to be the physical project worksite location(s) covered in the Policy to which this endorsement is attached, during the project term.

Named Insured - means the **Named Insured** shown in the **Declarations** of the Policy to which this endorsement is attached.

Hemiplegia - means the complete and irreversible paralysis of the upper and lower **Limbs** of the same side of the body.

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

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

Limb - means entire arm or entire leg.

Paraplegia - means the complete and irreversible paralysis of both lower **Limbs**.

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

Quadriplegia - means the complete and irreversible paralysis of both upper and both lower **Limbs**.

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

E. ACCIDENT INSURANCE CLAIMS PROVISIONS

Notice of Claim. Written notice of a claim for benefits must be given to us within 20 days after a **Covered Person's** loss, or as soon thereafter as reasonably possible. Such written notice given by or on behalf of the claimant to us in care of Chartis Claims Department, P.O. Box 25987, Shawnee Mission, KS 66225, or by fax to 1-866-831-3636 or by calling 1-800-551-0824 or by e-mail to A&HAD&DClaims@chartisinsurance.com with information sufficient to identify the **Covered Person**, is deemed notice to us.

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

Proof of Loss. Written proof of loss must be furnished to us within 90 days after the date of the loss. Failure to furnish proof within the time required neither invalidates nor reduces any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required.

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

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

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

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

Time of Payment of Claims. Benefits payable for any loss will be paid immediately upon our receipt of due written proof of the loss.

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

F. ACCIDENT INSURANCE ADDITIONAL PROVISIONS

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

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

Covered Person Termination Date. A **Covered Person's** coverage under this endorsement ends on the earliest of: (1) the date the Policy is terminated; (2) the date this endorsement is terminated; or (3) the date the **Covered Person** ceases to be a member of any eligible class of persons as described in the **Classification of Eligible Persons** section of the **Schedule**.

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

All other terms, conditions, and exclusions of the Policy shall remain unchanged.



Authorized Representative OR
Countersignature (in states where applicable)