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Your Great American Insurance Policy



CLAIMS

Report All Claims To

GREAT AMERICAN CUSTOM INSURANCE SERVICES

c/o CLAIMS OPERATIONS

725 S. Figueroa Street, Suite 3400

Los Angeles, CA 90017

***In an effort to adhere to our paperless environment,
please e-mail claims to the following address:
claims@gamcustom.com or eFax: (213) 430-8459**

GreatAmericanInsuranceGroup.com

There are over **3,000** property and casualty insurance companies in the United States.

Only **50** are included on the Ward's 50 List for safety, consistency and performance.

Only **4** have been rated "A" or better by A.M. Best for over 100 years.

Only **2** are on both lists.

Great American Insurance Company is **1** of the two.



Source: Ward Group®, 2011 Ward's 50 Property and Casualty Companies, and A.M. Best®. Great American Insurance Company is rated "A"(Excellent) by A.M. Best® as of February 14, 2011. 790EXL (8/11).

ORIGINAL POLICY

GAI 6001 (Ed. 06 97)

Policy No. UMB 1910640 -
 Renewal Of UMB 4646992 -

THE PROTECTOR COMMERCIAL UMBRELLA DECLARATIONS PAGE

1. NAMED INSURED AND ADDRESS:
 The Home Depot, Inc.
 See Named Insured Endorsement
 2455 Paces Ferry Road NW
 Atlanta, GA 30339-1834

2. POLICY PERIOD:
 12:01 A.M. Standard Time at the
 address of the Named Insured
 shown at left.
 From 03/01/2014 To 03/01/2015

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

PRODUCER'S NAME AND ADDRESS:
 Marsh USA, Inc.
 3560 Lenox Road, Suite 2400
 Atlanta, GA 30326

Insurance is afforded by:
 Great American Assurance Company

3. PREMIUM:	Commercial Umbrella Premium	\$	490,000
	Personal Umbrella Premium	\$	
	Total Advance Premium	\$	490,000
	Service Charge	\$	
	Taxes	\$	
	Surcharge	\$	
	Total	\$	490,000

In the event of cancellation by the Named Insured, the company will receive and retain no less than \$ _____ as a policy minimum premium.

BASIS OF PREMIUM: Non-Auditable (X) Auditable ()

4. LIMITS OF INSURANCE: \$25,000,000 Each Occurrence
 \$25,000,000 General Aggregate (Where Applicable)
 \$25,000,000 Products-Completed Operations Aggregate

5. SELF-INSURED RETENTION: \$ Per SIR Endt.

6. FORMS AND ENDORSEMENTS applicable to all Coverage Forms and made part of this Policy at time of issue are listed on the attached Forms and Endorsements Schedule, GAI 6013 (Ed. 06/97).

Countersigned 6-11-14
 Date

BY *Frankie C Honeycutt*
 Authorized Representative



Administrative Offices
301 E 4th Street
Cincinnati, Ohio 45202-4201
Tel: 1-513-369-5000

GAI 6013 (Ed. 06 97)

FORMS AND ENDORSEMENTS SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

	Form and Edition	Date Added* or ST Date Deleted	Form Description
1.	SDM676 05/08	GA	GA Policyholder Notification-Deregulation
2.	GAI6001 06/97	GA	Commercial Umbrella Declarations
3.	GAI6008 06/97	GA	Schedule of U/L Insurance (Supplemental)
4.	GAI6008 06/97	GA	Schedule of U/L Insurance (Supplemental)
5.	GAI6008 06/97	GA	Schedule of U/L Insurance (Supplemental)
6.	GAI6008 06/97	GA	Schedule of U/L Insurance (Supplemental)
7.	GAI6008 06/97	GA	Schedule of U/L Insurance (Supplemental)
8.	GAI6008 06/97	GA	Schedule of U/L Insurance (Supplemental)
9.	GAI6008 06/97	GA	Schedule of U/L Insurance (Supplemental)
10.	GAI6005 06/97	GA	Named Insured
11.	GAI6102 06/97	GA	Aircraft Products/Grounding Liab. Exclusion
12.	GAI6026 06/97	GA	Cross Suits Exclusion
13.	GAI6388 06/97	GA	Directors & Officers Liability Exclusion
14.	GAI6011 06/97	GA	Fungi, Mold or Spores Exclusion Exceptio
15.	GAI6079 04/10	GA	Additional Insured Limitation-Follow Form
16.	GAI6047 04/10	GA	Advertising Injury - Follow Form
17.	GAI6391 04/10	GA	Aircraft Liability - Following Form
18.	GAI6420 04/10	GA	Amend. of Pollution Exclusion-Follow Form
19.	GAI6153 04/10	GA	Employee Benefit Liability - Follow Form
20.	GAI6129 04/10	GA	Personal Injury - Following Form
21.	GAI6134 04/10	GA	Products-Completed Operations - FF
22.	GAI6011 06/97	GA	Amendment of Definitions

*If not at inception

GAI 6013 (Ed. 06/97) PRO

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GAI 6013 (Ed. 06/97)

FORMS AND ENDORSEMENTS SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

	Form and Edition	Date Added* or ST Date Deleted	Form Description
1.	GAI6011 06/97	GA	Anti Stacking Endorsement
2.	GAI6011 06/97	GA	Batch Clause Endorsement
3.	GAI6011 06/97	GA	Defense Expense Included in Company's Limit
4.	GAI6011 06/97	GA	Maintenance Self-Insured Retention Endorsement
5.	GAI6011 06/97	GA	Miscellaneous Professional Liability - Hol
6.	GAI6011 06/97	GA	Non-Drop Down Endorsement
7.	GAI6011 06/97	GA	Texas Employers Liability Endorsement
8.	GAI6011 06/97	GA	Workers Comp./Empl. Liability Limitation
9.	GAI6452 04/10	GA	Cap on Losses from Certified Acts
10.	GAI6472 04/10	GA	Disclosure Pursuant to TRIA Act
11.	GAI6011 06/97	GA	Amendment of Cancellation Condition - Geor
12.	GAI6002 04/10	GA	Umbrella Coverage Form
13.	IL7268DL 09/09	GA	In Witness Signature Form
14.			
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19.			
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21.			
22.			

*If not at inception



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GAI 6008
 (Ed. 06 97)

SCHEDULE A - SCHEDULE OF UNDERLYING INSURANCE (SUPPLEMENTAL)

Carrier, Policy Number and Period	Type of Coverage	Limits of Insurance
a) New Hampshire Insurance Company 03/01/2014-2015 Pol.# WC049101887 (WI)	Employers Liability Defense outside Limits	Bodily Injury By Accident \$5,000,000 each accident Bodily Injury By Disease \$5,000,000 policy limit \$5,000,000 each employee
----- b) New Hampshire Insurance Company 03/01/2014-2015 Pol.# WC049101882 (ALL OTHER STATES)	----- Employers Liability Defense outside Limits	----- Bodily Injury By Accident \$5,000,000 each accident Bodily Injury By Disease \$5,000,000 policy limit \$5,000,000 each employee
----- c) National Union Fire Insurance Company of Pittsburgh, PA 03/01/2014-2015 Pol.# XWC6636267 (CA,CO,CT,GA,IL,ME,MI, NV,OH,OR,PA,UT,WA)	----- Employers Liability Defense outside policy limits, inside SIR Limits	----- Bodily Injury By Accident \$4,000,000 each accident Bodily Injury By Disease \$4,000,000 each employee \$1,000,000 SIR all other applicable states \$ 750,000 State of GA SIR \$ 350,000 State of CT SIR



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GAI 6008
 (Ed. 06/97)

SCHEDULE A - SCHEDULE OF UNDERLYING INSURANCE (SUPPLEMENTAL)

Carrier, Policy Number and Period	Type of Coverage	Limits of Insurance
d) Illinois National Insurance Company 03/01/2014-2015 Pol.# WC049101883 (FL)	Employers Liability Defense outside Limits	Bodily Injury By Accident \$5,000,000 each accident Bodily Injury By Disease \$5,000,000 policy limit \$5,000,000 each employee

e) National Union Fire Insurance Company of Pittsburgh, Pa. 03/01/2014-2015 Pol.# XWC6636268 (MA)	Employers Liability Defense outside policy Limits, inside SIR Limits	Bodily Injury By Accident \$4,500,000 each accident Bodily Injury By Disease \$4,500,000 each employee \$500,000 SIR

f) Illinois Union Insurance Company 03/01/2014-2015 Pol.# TNSC47869638 (TX)	Employers Liability Defense inside policy Limits & SIR Limit	\$10,000,000 Each Accident or Each Employee for Disease \$30,000,000 Policy Aggregate \$1,000,000 SIR or Each Employee for Disease

g) Essex Insurance Company 03/01/2014-2015 Pol.# TBD (TX)	Excess Employers Liability	\$10,000,000 Per Occurrence \$10,000,000 Policy Aggregate Excess of Item f) above.

h) Zurich American Insurance Company 03/01/2014-2015 Pol.# BAP2938863-11 (All States(US)& GUAM)	Automobile Liability Defense outside Limits	(X) Combined Single Limit \$1,000,000 each accident



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SCHEDULE A - SCHEDULE OF UNDERLYING INSURANCE (SUPPLEMENTAL)

Carrier, Policy Number and Period	Type of Coverage	Limits of Insurance
i) HomeRisk Assurance Ltd. 03/01/2014-2015 Pol.# 297-1-10011-00-2014 (All States(US)& GUAM)	Excess Automobile Liability Defense is Pro Rata in addition to the policy Limit	(X) Combined Single Limit \$9,000,000 each accident Excess of item h) above.

j) Steadfast Insurance Company 03/01/2014-2015 Pol.# GLO4887714-04 (US,PR,USVI,GUAM)	Commercial General Liability (X) Occurrence Form (X) Defense inside policy and SIR Limits Employee Benefits Liability	Aggregate applicable to Batch Clause Losses only \$9,000,000 Each Occurrence Limit \$9,000,000 General Aggregate \$9,000,000 Product Aggregate \$9,000,000 Personal and Advertising Injury Limit Excess of a \$1,000,000 Self-Insured Retention Each and Every Occurrence ----- US\$9,000,000 Each Claim US\$9,000,000 Aggregate Shares Limits with item j)



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Carrier, Policy Number and Period	Type of Coverage	Limits of Insurance
k) Zurich Insurance Co. Ltd. 03/01/2014-2015 Pol.# 8838254 (Canada)	General Liability and Non-Owned Auto ----- Employee Benefits Liability -----	Aggregate applicable to Batch Clause Losses only US\$9,500,000 Each Occurrence Limit US\$9,500,000 Products-Completed Operation Aggregate Limit US\$9,500,000 Personal and Advertising Injury Limit Excess of a US\$500,000 Self-Insured Retention Each and Every Occurrence ----- US\$9,500,000 Each Claim US\$9,500,000 Aggregate Shares Limits with item i) -----
l) Zurich Insurance Co. Ltd. 03/01/2014-2015 Pol.# 9801176 (Canada)	Owned Automobile Liability (X) Combined Single Limit (X) Defense inside Limits and inside SIR -----	CDN\$5,500,000 each accident CDN\$250,000 SIR per Occurrence -----
m) The Home Depot Self Insuring 03/01/2014-2015 (US)	Racing Owners & Sponsors General Liability Defense outside Limits -----	NO GENERAL AGGREGATE \$5,000,000 Products-Completed Operation Aggregate Limit \$1,000,000 Personal and Advertising Injury Limit \$1,000,000 Each Occurrence Limit -----



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SCHEDULE A - SCHEDULE OF UNDERLYING INSURANCE (SUPPLEMENTAL)

Carrier, Policy Number and Period	Type of Coverage	Limits of Insurance	
n) The Home Depot Self Insuring 03/01/2014-2015 (US)	Racing Owners & Sponsors Excess Liability Defense outside Limits	\$1,000,000 \$1,000,000	Each Occurrence Limit General Aggregate Limit
o) Insurance Co State of PA (Chartis 03/01/2014-2015 Pol.# 83-70180	Foreign Employers Liability Defense inside Limits	\$1,000,000	Each Occurrence
p) Insurance Co State of PA (Chartis Worldsource) 03/01/2014-2015 Pol.# 80-0271455	Foreign Automobile Liability Defense inside Limits	(X) Combined \$1,000,000	Single Limit each accident
	Foreign General Liability Defense inside Limits	\$2,000,000 \$4,000,000 \$2,000,000 \$1,000,000 \$1,000,000	General Aggregate Limit Master Control Program Aggregate Products-Completed Operation Aggregate Limit Personal and Advertising Injury Limit Each Occurrence Limit



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SCHEDULE A - SCHEDULE OF UNDERLYING INSURANCE (SUPPLEMENTAL)

Carrier, Policy Number and Period	Type of Coverage	Limits of Insurance
p) (continued) Insurance Co State of PA (Chartis Worldsource) 03/01/2014-2015 Pol.# 80-0271455	Foreign Employee Benefits Liability Defense inside Limits	\$1,000,000 Each Wrongful Act \$1,000,000 General Aggregate -----
q) Tokio Marine Pacific Insurance Limited 03/01/2014-2015 Pol.# WC-000000916 (Guam)	Foreign Employers Liability Defense inside Limits	\$1,000,000 Each Occurrence -----
r) United States Aircraft Insurance Group 03/01/2014-2015 Pol.# SIHL1-105Q (WORLDWIDE)	Aircraft Hull & Liability Defense outside Limits	(X) Combined Single Limit \$200,000,000 each accident -----
s) Sedgwick TPA- US Gallagher Bassett Service TPA - Canada 03/01/2014-2015	Self Insured Retention Defense inside Limits and inside SIR	Aggregate applicable to Batch Clause Losses only \$15,000,000 Each & Every Occurrence \$15,000,000 Aggregate Excess of items i) & j) above. -----
t) New Hampshire Insurance Company 03/01/2014-2015 Pol.# WC 049101884 (AK, AZ, VA)	Employers Liability Defense outside Limits	Bodily Injury By Accident \$5,000,000 each accident Bodily Injury By Disease \$5,000,000 policy limit \$5,000,000 each employee



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SCHEDULE A - SCHEDULE OF UNDERLYING INSURANCE (SUPPLEMENTAL)

Carrier, Policy Number and Period	Type of Coverage	Limits of Insurance
u) New Hampshire Insurance Company 03/01/2014-2015 Pol.# WC 049101885 (KY, NC, NH, VT)	Employers Liability Defense outside Limits	Bodily Injury By Accident \$5,000,000 each accident Bodily Injury By Disease \$5,000,000 policy limit \$5,000,000 each employee
----- v) New Hampshire Insurance Company 03/01/2014-2015 Pol.# WC 049101886 (NJ)	Employers Liability Defense outside Limits	Bodily Injury By Accident \$5,000,000 each accident Bodily Injury By Disease \$5,000,000 policy limit \$5,000,000 each employee
----- w) Steadfast Insurance Company (Integrated Policy) 02/01/2013-03/01/2016 Pol.# 1PR3757608-04	Excess Liability Defense inside policy Limits	\$25,000,000 Per Loss \$25,000,000 General Aggregate Limit \$25,000,000 Product Aggregate Limit Excess of primary limits (above items a - v)



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GAI 6005
(Ed. 06/97)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED

The Named Insured listed in Item 1 of the Declarations is changed to the following:

THE HOME DEPOT, INC.

But only to the extent that such Named Insureds are scheduled as Named Insureds on the policies listed in the Schedule of Underlying Insurance policies and for no broader coverage than is provided by such policies.

This endorsement does not change any other provision of the policy.



Administrative Offices
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GAI 6102
(Ed. 06/97)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AIRCRAFT PRODUCTS AND GROUNDING LIABILITY EXCLUSION

The following exclusion is added to Section IV - EXCLUSIONS:

Any liability arising out of "aircraft products" or reliance upon any representation or warranty made with respect thereto, or any liability arising out of the "grounding" of any aircraft (including missiles and spacecraft).

"Aircraft products" means aircraft (including missiles or spacecraft) or any ground support or control equipment used therewith, any aircraft part and goods or products installed in or on aircraft or used in connection with aircraft manufactured, sold, handled or distributed or services provided or recommended by any "Insured" or by others trading under any "Insured's" name. "Aircraft products" includes tooling used in the manufacture of "aircraft products" and also includes ground handling tools and equipment, training aids instructions, manuals, blueprints, engineering and other data engineering and other advice and services and labor relating to "aircraft products."

"Grounding" means the withdrawal of one or more aircraft (including missiles or spacecraft) from flight operations, or the imposition of speed, passenger or load restrictions on such aircraft, by reason of the actual, alleged, or suspected existence of any defect, fault, or condition in such aircraft or any part thereof (a) sold, handled or distributed by any "Insured" or (b) manufactured, assembled or processed by any other person or organization according to specifications, plans, suggestions, orders or drawings of any "Insured" or with tools, machinery or other equipment furnished to such persons or organizations by any "Insured," whether such aircraft so withdrawn or restricted is or are owned or operated by the same or other persons or organizations.

This endorsement does not change any other provision of the policy.

GAI 6102 (Ed. 06/97) XS



Administrative Offices
901 E 4th Street
Cincinnati, Ohio 45202-4201
Tel. 1-513-369-5000

GAI 6026
(Ed. 06/97)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CROSS SUITS EXCLUSION

The following exclusion is added to Section IV - EXCLUSIONS:

Any liability of any "Insured" covered under this policy to any other "Insured" covered under this policy.

This endorsement does not change any other provision of the policy.

GAI 6026 (Ed. 06/97) XS



Administrative Offices
301 E 4th Street
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GAI 6388
(Ed. 06/97)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DIRECTORS AND OFFICERS LIABILITY EXCLUSION

The following exclusion is added to Section IV - EXCLUSIONS:

Any liability arising out of or related in any way, either directly or indirectly, to any "wrongful act" of any director or officer of any "Insured" in the discharge or performance of any duties as such a director or officer.

As used in this endorsement, "wrongful act" means any actual or alleged error, misstatement, misleading statement, act, or omission, neglect, breach of duty by any director or officer in the discharge of any duty as a director or officer, or any matter claimed against such a director or officer by reason of such director's or officer's being a director or officer of any "Insured."

This endorsement does not change any other provision of the policy.

GAI 6388 (Ed. 06/97) XS



Administrative Offices
301 E 4th Street
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GAI 6011
(Ed. 06/97)

GENERAL ENDORSEMENT

FUNGI, MOLD OR SPORES EXCLUSION

The following is added to Section IV - EXCLUSIONS:

Any and all liability of any nature including, but not limited to, settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, consultants or medical personnel, arising out of, caused by, resulting from, contributed to, aggravated by or related in any way, either directly or indirectly, and either in whole or in part, to:

1. Any actual, alleged or threatened exposure to, existence of, presence of, ingestion of, inhalation of or contact with any "fungi", mold, or "spores", whether or not occurring alone, in combination with, before, after or concurrently with any other cause, contributing condition or circumstance, or aggravating factor, whether man-made, natural or any combination of man-made or natural.
2. Any request, demand, or order that any "Insured" or others test for, monitor, clean up, remove, contain, make repairs, treat, decontaminate, detoxify, neutralize, abate, or in any way respond to or assess any effects of any "fungi", mold or "spores". This includes, but is not limited to, any demand, directive, complaint, suit, order or request by any governmental or non-governmental entity or by any organization, person or group of persons.
3. Steps taken or amounts incurred by any governmental or non governmental entity or by any organization, person or group of persons to test for, monitor, clean up, remove, contain, repair, treat, decontaminate, detoxify, neutralize, abate, or in any way respond to or assess any effects of any "fungi", mold or "spores".

This exclusion applies regardless of whether or not the "fungi", mold or "spores", or any of their effects, were sudden, accidental, gradual, intended, expected, unexpected, preventable, not preventable, man-made, naturally occurring, or any combination of the foregoing.

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.

As used in this exclusion:

"Fungi" include, but are not limited to, any major group of saprophytic and parasitic spore producing organisms usually classified as plants that lack chlorophyll including, but not limited to, molds, rusts, mildews, smuts, mushrooms, and yeasts, and any toxins, mycotoxins, "spores", scents, waste products or by-products produced or released by "fungi", mold, or "spores", or by the metabolism, death or decay of any "fungi", mold, or "spores".



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GAI 6011
(Ed. 06/97)

GENERAL ENDORSEMENT

FUNGI, MOLD OR SPORES EXCLUSION (Continued)

"Spores" includes, but are not limited to, any reproductive body produced by or arising out of any "fungi".

This endorsement does not change any other provision of the policy.



Administrative Offices
301 E 4th Street
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GAI 6079
(Ed. 04/10)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED LIMITATION - FOLLOW FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

Section V - DEFINITIONS J. "Insured," Paragraph 6 is deleted and replaced by the following:

6. Any person or organization, other than the Named Insured, included as an additional "Insured" solely by virtue of an "Insured Contract" or a contract that includes an "insured contract", and to which coverage is provided by the "underlying insurance," and for no broader coverage than is provided by the "underlying insurance" to such additional "Insured." The Limits of Insurance applicable to the additional "Insured" are the lesser of those specified in the Declarations of this policy or those specified in the "insured contract" or a contract that includes an "insured contract" less the applicable "underlying insurance." The Limits of Insurance applicable to the additional "Insured" are included within, and not in addition to, the Limits of Insurance shown in the Declarations.

This Endorsement does not change any other provision of the policy.

GAI 6079 (Ed. 04/10) XS



Administrative Offices
301 E 4th Street
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GAI 6047
(Ed. 04/10)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADVERTISING INJURY - FOLLOWING FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

The following exclusion is added to Section IV. EXCLUSIONS, AA. Following Form:

Any liability imposed by law, or assumed by any "Insured" under an "insured contract," because of "advertising injury".

This endorsement does not change any other provision of the policy.

GAI 6047 (Ed. 04/10) XS



Administrative Offices
301 E 4th Street
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GAI 6391
(Ed. 04/10)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AIRCRAFT LIABILITY - FOLLOWING FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

Section IV - EXCLUSIONS, AA. Following Form Paragraph 1. Aircraft is replaced by the following exclusion:

Aircraft

Any liability for or arising out of the ownership, maintenance, operation, use, "loading," or "unloading" of any aircraft.

This endorsement does not change any other provision of the policy.

GAI 6391 (Ed. 04/10) XS



Administrative Offices
301 E 4th Street
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Tel: 1-513-389-5000

GAI 6420
(Ed. 04 10)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF POLLUTION EXCLUSION - FOLLOWING FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

Exclusion S. is deleted from Section IV. - EXCLUSIONS.

The following is added to Section IV. - EXCLUSIONS, AA. FOLLOWING FORM:

POLLUTION

1. Any "bodily injury," "property damage," "personal injury," "advertising injury," and any other liability, including, but not limited to, settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, or consultants, arising out of or related in any way, either directly or indirectly, in whole or in part, to the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, presence of, or exposure to, any "pollutant," from any source, at any location, at any time.
2. Any loss, cost, or expense which would not have occurred in whole or in part but for any:
 - a. Request, demand, or order that any "Insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, abate, or neutralize, or in any way respond to or assess the effects of, any "pollutant"; or
 - b. "Claim" or "suit" by or on behalf of any federal, state, or local governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, abating, or neutralizing, or in any way responding to or assessing the effects of, any "pollutant."

This exclusion does not apply to "bodily injury" or "property damage" caused by heat, smoke, or fumes from a "hostile fire" or if sustained within a building and caused by smoke, fumes, vapor, or soot from equipment used to heat that building.

"Hostile fire" means a fire that becomes uncontrollable or breaks out from where it was intended to be.

This endorsement does not change any other provision of the policy.



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GAI 6153
(Ed. 04/10)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFIT LIABILITY - FOLLOWING FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

The following exclusion is added to Section IV - EXCLUSIONS, AA. **Following Form:**

Any actual or alleged act, error, or omission in the administration of any "Insured's" Employee Benefit Programs.

This endorsement does not change any other provision of the policy.

GAI 6153 (Ed. 04/10) XS



Administrative Offices
301 E 4th Street
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GAI 6129
(Ed. 04 10)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL INJURY - FOLLOWING FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

The following exclusion is added to Section IV - EXCLUSIONS, AA. Following Form:

Any liability imposed by law, or assumed by any "Insured" under an "insured contract," because of "personal injury".

This endorsement does not change any other provision of the policy.

GAI 6129 (Ed. 04/10) XS



Administrative Offices
301 E 4th Street
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GAI 6134
(Ed. 04/10)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRODUCTS-COMPLETED OPERATIONS - FOLLOWING FORM

This endorsement modifies insurance provided under the following

COMMERCIAL UMBRELLA COVERAGE FORM

The following exclusion is added to Section IV - EXCLUSIONS, AA. Following Form:

Any liability arising out of the "products-completed operations hazard".

This endorsement does not change any other provision of the policy.

GAI 6134 (Ed. 04/10) XS



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GENERAL ENDORSEMENT
AMENDMENT OF DEFINITIONS

Section V Definitions of Coverage Form GAI6002 0697 is amended to include the following:

- R. Interrelated Event means all Events that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of casually connected facts, circumstances, situations, events, transactions or causes
- S. Event means Bodily Injury, Property Damage, Personal Injury or Advertising Injury occurring during the Policy Period, caused by an Occurrence to which this insurance applies.



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GENERAL ENDORSEMENT
ANTI STACKING ENDORSEMENT

This policy is amended as follows:

Section VI. - CONDITIONS is amended to include the following additional condition:

If this insurance and any other insurance issued to the named insured by us or any of our affiliated companies will apply to the same claim, suit or occurrence, the maximum limit of insurance under all insurance available will not exceed the highest applicable limit of insurance available under any one policy.

This condition does not apply to any other insurance issued by us or any of our affiliated companies specifically to apply as excess insurance over this policy.

All other terms and conditions of this policy remain unchanged.



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GENERAL ENDORSEMENT
BATCH CLAUSE ENDORSEMENT

This endorsement modifies coverage provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

1. Section V. - DEFINITIONS, Paragraph O. - "Occurrence" is amended to include the following:

All damages arising out of "bodily injury" or "property damage" to which this insurance applies, and which arises out of the same

- a. lot of "your product" manufactured, handled, sold, acquired or in any way distributed or disposed of by or for any insured; or
- b. supervision, recommendations, warnings, instructions or advice provided or which should have been provided in connection with "your product" shall be considered as arising out of the same "occurrence".

This definition applies regardless of the number of claims for damages made or "suits" brought, or persons or organizations making claims or bringing "suits".

This definition applies only to "bodily injury" or "property damage" included within the "products-completed operations hazard".

2. This insurance does not apply to any "suit" or claim for damages which is, or was, covered by or, but for the exhaustion of the limits of the insurance, would have been covered by other insurance which had an effective date that precedes the effective date of this policy.

This insurance also does not apply to any "suit" or claim for damages for which there is no insurance available due to

- a. the absence or lapse of coverage; or
- b. the insolvency of or inability of any carrier to pay such insurance.

3. It is further agreed that once the "bodily injury" or "property damage" has been identified as arising out of the same

- a. lot of "your product" manufactured, handled, sold, acquired or in any way distributed or disposed of by or for any insured; or



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GENERAL ENDORSEMENT

BATCH CLAUSE ENDORSEMENT (CONTINUED)

b. supervision, recommendations, warnings, instructions or advice provided or which should have been provided in connection with "your product".

the Insured, at their own expense, shall immediately take all the necessary steps to withdraw the product from the market, whether or not the product has been put to its intended use.



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GENERAL ENDORSEMENT

DEFENSE EXPENSE INCLUDED IN THE COMPANY'S LIMIT OF LIABILITY

It is agreed that Insuring Agreement III - Defense, Item B, Paragraph 2, is deleted and replaced by the following:

B.2. All expenses we incur in the investigation of any "claims" or defense of any "suits" are included within our Limits of Insurance.

It is further agreed the Insuring Agreement III - Defense, Item C, is deleted and replaced by the following:

C. We will not investigate any "claims" or defend any "suit" after our "applicable" Limits of Insurance have been exhausted by the payment of expenses we incur, judgments or settlements.

This endorsement does not change any other provision of the policy.



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GENERAL ENDORSEMENT

MAINTENANCE SELF-INSURED RETENTION ENDORSEMENT (APPLICABLE TO ALL UNDERLYING PERILS)

It is agreed that you will retain, as a self-insured retention, the first \$25,000,000 of any loss before we shall have any obligation under this policy. This self-insured retention (SIR) of \$25,000,000 per occurrence for Umbrella Liability applies to each occurrence separately and is not subject to an aggregate limitation. The term self-insured retention means the sum or sums which you shall become legally obligated to pay in settlement or satisfaction of claims, suits or judgments after making deductions for all salvages and recoveries and shall not include any allocated "claims", expenses or legal costs. Your self-insured retention under this endorsement is governed by the provisions below:

1. Our limit of liability as stated in the Declarations shall apply excess of a self-insured retention of \$25,000,000 per occurrence and you agree to assume this self-insured retention.
2. Our obligation under this policy applies only to the amount excess of the self-insured retention.
3. As respects this endorsement only, the defense settlement provisions of this policy are deleted. We do not have a duty to defend or a duty to reserve our rights to you under this endorsement.

You shall be solely responsible for the investigation, settlement, defense and final disposition of any "claim" made or "suit" brought or proceeding instituted against you to which the policy would apply. You shall use due diligence and prudence to settle all such "claims" and "suits" which, in the exercise of sound judgment should be settled. Provided, however, that you shall not make or agree to any settlement for any sum in excess of the self-insured retention without our approval.

You shall have the obligation to provide at your own expense, adequate defense and prompt and diligent investigation of any "claim", to evaluate "claims" realistically and without regard to policy limit, and to accept any reasonable offer or settlement within the self-insured retention. The cost of defense and investigation shall be borne by you in addition to the self-insured retention. If you fail to comply with this clause, without our consent, no loss, cost or expense shall be payable by us if the claim should exceed the self-insured retention.



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GENERAL ENDORSEMENT

MAINTENANCE SELF-INSURED RETENTION ENDORSEMENT (CONTINUED) (APPLICABLE TO ALL UNDERLYING PERILS)

4. Allocated claims expense and legal costs:

- A. Allocated claims expenses and legal costs shall mean expenses incurred by you or us in connection with the investigation of occurrences, adjustments of claims and the defense and settlement of trials or suits. Allocated claims expenses and legal costs do not include work originally done by a claims department, nor expenses incurred by any of the Insured's employees. To summarize, allocated claims expenses and legal costs include the following:
- i. Payments to attorneys, law firms, doctors, experts, appraisers, photographers, adjusters, investigators, printers, stenographers (not on salary or in the employment of the Company) and all other services and expenses in connection with the investigation and settlement of "claims" and the defense or legal proceedings as defined in the policy.
 - ii. Costs for release of attachments, removal and appeal bonds, and post-judgment interest.
 - iii. Fees and expenses of witnesses, lay and expert.
 - iv. Pre-judgment interest.
- B. Allocated claims expenses and legal costs that are incurred by you with our consent shall be apportioned only where expressly provided for as follows:
- i. In the event a "claim" or "suit" arises which appears likely to exceed the self-insured retention, no costs shall be incurred by you without our written consent.
 - ii. Should such "claim" or "suit" be settled for not more than the self-insured retention, then no costs shall be payable by us.
 - iii. Should, however, the sum for which the said "claim" or "suit" is settled or satisfied exceed the self-insured retention, then we, if we approve such settlement or consented to the proceedings continuing, shall contribute to the costs incurred by you in the ratio that our proportion of the ultimate loss, as finally adjusted, bears to the whole amount of such ultimate loss.



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GENERAL ENDORSEMENT

MAINTENANCE SELF-INSURED RETENTION ENDORSEMENT (CONTINUED) (APPLICABLE TO ALL UNDERLYING PERILS)

- iv. In the event you elect not to appeal a judgment in excess of the self-insured retention, we may elect to conduct such appeal at our own cost and expense and shall then be liable for the taxable court costs and interests incidental thereto, but in no event shall our total liability exceed our limit or limits of liability as stated herein, plus the costs of such appeal. If you elect to appeal, costs of appeal, including the appeal bond, shall be your responsibility.
- v. In the event a judgment is rendered in excess of the self-insured retention and you elect to appeal such judgment, the duty of obtaining an appeal bond in regard to liability in excess of the self-insured retention shall rest with you.

Whenever the self-insured retention is eroded by an occurrence under the provisions of this policy, and the terms of this endorsement apply:

- A. You shall immediately advise us of any accident or "occurrence" which appears likely to result in our liability under this policy and subsequent developments likely to affect our liability hereunder. Also, immediate written notice shall be given to us when any of the following occur(s):
 - i. A claimant's demand or claimants' demands totals \$25,000,000 or more;
 - ii. A fatality;
 - iii. Amputation of major extremity;
 - iv. Any serious head injury involving brain damage (including skull fracture or loss of sight of either or both eyes);
 - v. Any serious injury to the spinal cord, including paraplegia, quadriplegia and partial paralysis;
 - vi. Any disability of more than six months or where it appears reasonably likely that there will be disability of more than six months;
 - vii. Any burn involving 25% or more of the body;
 - viii. Occurrences where multiple injuries are involved;



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GENERAL ENDORSEMENT

MAINTENANCE SELF-INSURED RETENTION ENDORSEMENT (CONTINUED) (APPLICABLE TO ALL UNDERLYING PERILS)

- ix. Any "claim" for punitive damages or "claim" for damages for bad faith.
- B. Notice shall contain particulars sufficient to identify you and also reasonably obtainable information with respect to the time, place, circumstances of the injury, the names and addresses of the insured and of available witnesses. We have the right to complete access to your claim file, the defense attorney's complete file, and all investigation material and reports, including all evaluations and information on negotiations. At our election, defense attorneys must provide us with simultaneous copies of all correspondence provided to you or your agents.
- C. Except as provided by allocated claims expense and legal costs, paragraphs 4.B.iii. and 4.B.iv., we shall not be called upon to assume charges or settlement or defense of any "claims" made or "suits" brought or proceedings instituted against you, but we shall have the right (but not the obligation) and shall be given the opportunity to associate and participate with you in the control, defense and/or trial of any "claims", "suits" or proceedings which, in our opinion, involve or appear reasonably likely to involve us. If we avail ourselves of such right and opportunity, you and we shall cooperate in the control, defense and/or trial of such "claims", "suits" or proceedings, so as to affect a final determination thereof. It is expressly agreed that we, by electing to associate or participate in accordance with this paragraph, do not enlarge our obligations to pay for allocated claims, expenses and legal costs, except we must pay for our own costs incurred directly by us as a result of our election to associate or participate.
- B. You agree to cooperate with us and, upon our request, assist in making settlements, assist in the conduct of "suits" and in enforcing any right of contribution or indemnity against any person or organization who may be liable to you because of liability with respect to which insurance is afforded under this policy; and you shall attend hearings and trials and assist in securing and giving evidence and obtaining witnesses.
7. Bankruptcy or insolvency:
- The bankruptcy or insolvency of the "Named Insured" or "Insured" shall not relieve us of our obligations hereunder. However, under no circumstances shall we be liable for all or any portion of the



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GENERAL ENDORSEMENT

MAINTENANCE SELF-INSURED RETENTION ENDORSEMENT (CONTINUED) (APPLICABLE TO ALL UNDERLYING PERILS)

"self-insured retention" as stated herein.

8. Should any dispute arise out of or related to this endorsement and contract of insurance which cannot be resolved in the normal course of business with respect to the validity or interpretation of this insurance contract, or the performance of the respective obligations of the parties to this insurance contract, then, upon written demand of either party to the contract, the matter or matters upon which agreement cannot be reached shall be settled by arbitration in accordance with the rules of the American Arbitration Association, or the Defense Research Institute Arbitrations Program. The election as to which of these arbitration programs will be used will be made by the party to this contract who did not make demand for arbitration. If that party fails to make that election within twenty days, then the party making written demand for arbitration shall have the right to make that election. It is agreed that no award for punitive damages may be made in any arbitration proceeding regardless of the rules of the arbitration program selected.
9. This endorsement shall control over anything in any other portion of the policy which conflicts with any provision in this endorsement.



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GAI 6011
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GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISCELLANEOUS PROFESSIONAL LIABILITY - FOLLOWING FORM

It is agreed that Item I., COVERAGE of the Commercial Umbrella Coverage Form is amended to include the following:

E. Miscellaneous Professional Liability Coverage:

1. We shall pay on behalf of the "Insured" those sums in excess of the "Retained Limit" that the "Insured" becomes legally obligated to pay for a "Wrongful Act" but only to the extent that such insurance is provided by a policy listed in the Schedule of "Underlying Insurance" and for no broader coverage than is provided by such coverage.
2. Definitions:
 - (i). "Wrongful Act" means any actual or alleged act, error, omission committed in the performance of, or failure to perform "Miscellaneous Professional Services."
 - (ii). "Miscellaneous Professional Services" means advice, instructions, recommendations, suggestions or opinions provided by or on behalf of the "Insured," not for a fee (other than consideration paid by a customer for product), in connection with home improvement retailing.

All other terms and conditions remain unchanged.

The title and headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.



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GENERAL ENDORSEMENT
NON-DROP DOWN ENDORSEMENT

It is agreed that this policy shall not become excess of any reduced or exhausted underlying aggregate limit to the extent such reduction or exhaustion is the result of claim, damage, loss or expense arising from hazards not covered by this policy.



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GENERAL ENDORSEMENT

TEXAS EMPLOYERS LIABILITY ENDORSEMENT (DEFENSE EXPENSE OUTSIDE RETAINED LIMIT)

This policy is amended as follows:

As respects Bodily Injury to an employee of the Insured in the state of Texas it is agreed:

1. This insurance only applies to Bodily Injury arising out of or in the course of the injured employee's employment by the Insured, or performing duties related to the conduct of the Insured, in the state of Texas. It is further agreed this insurance only applies to:
 - a. Bodily Injury by accident that occurs during the policy period, and
 - b. Bodily Injury by disease that is caused or aggravated by the conditions of the Insured's employment. The employee's last day of last exposure to the conditions causing or aggravating such Bodily Injury by disease must occur during the policy period.
2. This insurance does not apply to any loss that would be payable under the Workers' Compensation Law of Texas but for the Insured's decision to opt out of the Texas Workers' Compensation system.



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GENERAL ENDORSEMENT

WORKERS COMPENSATION / EMPLOYERS LIABILITY LIMITATION

This policy does not apply to injury or death of any officer or employee of the insured, or the spouse, child, parent, brother or sister of any officer or employee of the insured in the event the insured has rejected its common defenses under any worker's compensation or occupational disease law by rejection of such laws or otherwise.



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GAI 6452
(Ed. 04/10)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

The following is added to **SECTION II - LIMITS OF INSURANCE**:

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in 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. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. the act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. the act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

This endorsement does not change any other provision of the policy.



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GAI 6472
(Ed 04 10)

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

This endorsement modifies insurance provided under the following

COMMERCIAL UMBRELLA COVERAGE FORM

Schedule*

Terrorism Premium (Certified Acts) \$ 2,450.00

* Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure Of Premium

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

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

This endorsement does not change any other provision of the policy.



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GENERAL ENDORSEMENT

AMENDMENT OF CANCELLATION CONDITION - GEORGIA

It is hereby understood and agreed that form GAI6002 - Commercial Umbrella Coverage Form, Section VI - CONDITIONS, D. Cancellation, Paragraph 2, is amended to read as follows:

2. We may cancel this Policy before the end of the Policy Period. If we cancel because of nonpayment of premium, we must mail or deliver advance written notice to you stating when, not less than ten (10) days thereafter, the cancellation takes effect. If we cancel for any other reason, we must mail or deliver advance written notice to you stating when, not less than ninety (90) days thereafter, the cancellation takes effect. Mailing that notice to you at your mailing address shown in Item 1, of the Declarations will be sufficient notice of cancellation, and proof of such mailing will be sufficient proof of notice.

It is hereby understood and agreed that Item 2, of the last paragraph of the Cancellation/Nonrenewal section of form GAI6032 - Georgia Changes, Section VI - CONDITIONS, D. Cancellation, is amended to read as follows:

2. 90 days before the effective date of cancellation if this policy has been in effect 60 or more days and we cancel for a reason other than nonpayment of premium; or



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GAI 6002
(Ed 04 10)

THE PROTECTOR COMMERCIAL UMBRELLA COVERAGE FORM

There are provisions in this Policy that 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 as defined in Insuring Agreement, **V. DEFINITIONS**. The words "we," "us," and "our" refer to the Company providing this insurance. The word "Insured" means any person or organization qualifying as such in Insuring Agreement, **V. DEFINITIONS**. Words and phrases that appear in quotation marks have special meanings that can be found in **V. DEFINITIONS** or in the specific Policy provision where those words appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations we agree with you to provide coverage as follows:

INSURING AGREEMENTS

I. COVERAGE

A. We will pay on behalf of the "Insured" those sums in excess of the "retained limit" that the "Insured" becomes legally obligated to pay as damages, by reason of liability imposed by law or assumed by the "Insured" under an "insured contract," because of:

1. "bodily injury" or "property damage" that takes place; or
2. "personal injury" or "advertising injury" arising from an offense committed;

during the Policy Period and caused by an "occurrence" happening anywhere. If we are prevented by law or statute from paying such sums on behalf of the "Insured," then we will indemnify the "Insured" for them. The amount we will pay for damages is limited as described below in **Section II. LIMITS OF INSURANCE**.

B. This insurance applies to "bodily injury," "property damage," "personal injury," or "advertising injury" only if, prior to the Policy Period, no "Insured" knew that the "bodily injury," "property damage," "personal injury," or "advertising injury" had occurred, in whole or in part. If any "Insured" knew, prior to the Policy Period, that the "bodily injury," "property damage," "personal injury," or "advertising injury" had occurred in whole or in part, then any continuation, change, or resumption of such "bodily injury," "property damage," "personal injury," or "advertising injury," during or after the Policy Period, will be deemed to have been known prior to the Policy Period.

C. "Bodily injury," "property damage," "personal injury," or "advertising injury" which occurs during the Policy Period and was not, prior to the Policy Period, known to have occurred by any "Insured," includes any continuation, change, or resumption of that "bodily injury," "property damage," "personal injury," or "advertising injury" after the end of the Policy Period.

- D. "Bodily injury," "property damage," "personal injury," or "advertising injury" will be deemed to have been known by all "Insureds" to have occurred at the earliest time when any "Insured":
1. reports all, or any part, of the "bodily injury," "property damage," "personal injury," or "advertising injury" to us or any other insurer;
 2. receives a written or verbal demand or "claim" for damages because of the "bodily injury," "property damage," "personal injury," or "advertising injury"; or
 3. becomes aware by any other means that "bodily injury," "property damage," "personal injury," or "advertising injury" has occurred or has begun to occur.

II. LIMITS OF INSURANCE

- A. The Limits of Insurance shown in Item 4. of the Declarations and the rules below state the most we will pay regardless of the number of:
1. "Insureds";
 2. "claims" made or "suits" brought; or
 3. persons or organizations making "claims" or bringing "suits."

- B. The General Aggregate Limit is the most we will pay for all damages covered under the Insuring Agreement in **Section I.**, except:
1. damages included in the "products-completed operations hazard"; and
 2. coverages included in the policies listed in the Schedule of Underlying Insurance to which no underlying aggregate limit applies.

The amount stated in the Declarations as the General Aggregate Limit is the most we will pay for all damages arising out of any "bodily injury," "property damage," "personal injury," or "advertising injury" subject to an aggregate limit in the "underlying insurance." The General Aggregate Limit applies separately and in the same manner as the aggregate limits in the "underlying insurance."

- C. The Products-Completed Operations Aggregate Limit stated in the Declarations is the most we will pay for all damages included in the "products-completed operations hazard."
- D. Subject to B. or C. in **Section II. LIMITS OF INSURANCE**, whichever applies, the Each Occurrence Limit stated in the Declarations is the most we will pay for damages covered under the Insuring Agreement in **Section I.** because of all "bodily injury," "property damage," "personal injury," and "advertising injury" arising out of any one "occurrence."
- E. If the applicable Limits of Insurance of the policies listed in the Schedule of Underlying Insurance or of other insurance providing coverage to the "Insured" are reduced or exhausted by actual payment for one or more "claims" or "suits," then, subject to all applicable terms and conditions of this Policy, we will:
1. in the event of reduction, pay in excess of the reduced underlying Limits of Insurance, or;

2. in the event of exhaustion, continue in force as "underlying insurance";

Coverage provided pursuant to E.1. or E.2. above will be subject to the exclusions, terms, and conditions of this Policy.

- F. 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.

G. Retained Limit

Subject to the applicable Limits of Insurance stated in the Declarations and described in A. through F., above, we will be liable only for that portion of damages that is in excess of the "retained limit." The "retained limit" is the greater of:

1. the total amounts stated as the applicable limits of the underlying policies listed in the Schedule of Underlying Insurance and the applicable limits of all other insurance providing coverage to the "Insured" during the Policy Period; or
2. the amount stated in the Declarations as "Self-Insured Retention," as respects any "occurrence" covered by none of the underlying policies listed in the Schedule of Underlying Insurance and by no other insurance providing coverage to the "Insured" during the Policy Period.

Once the "Self-Insured Retention" has been fully exhausted by the Insured's actual payment of damages because of "claims" and "suits," the "Self-Insured Retention" will not be reapplied or again payable by the "Insured" because of any "bodily injury," "property damage," or offense that takes place or is committed during the Policy Period.

III. DEFENSE

- A. We will have the right and duty to investigate any "claim" and defend any "suit" seeking damages covered by the terms and conditions of this Policy when:
 1. the applicable Limits of Insurance of the underlying policies listed in the Schedule of Underlying Insurance and the Limit of Insurance of all other insurance providing coverage to the "Insured" have been exhausted by actual payment of "claims" for any "occurrence" to which this Policy applies; or
 2. damages are sought for any "occurrence" which is covered by this Policy but covered by none of the underlying policies listed in the Schedule of Underlying Insurance and by no other insurance providing coverage to the "Insured."
- B. When we assume the defense of any "claim" or "suit":
 1. we will investigate any "claim" and defend any "suit" against the "Insured" seeking damages on account of any "occurrence" covered by this Policy. We have the right to investigate, defend, and settle the "claim" or "suit" as we deem expedient.
 2. all expenses we incur in the investigation of any "claim" or defense of any "suit" are in addition to our Limits of Insurance.

3. we will pay the following as expenses, but only to the extent they are neither paid nor required to be paid by one or more of the underlying policies listed in the Schedule of Underlying Insurance nor by any other insurance providing coverage to the "Insured":
 - a. premiums on bonds to release attachments, but only for bond amounts within our applicable Limit of Insurance. We are not obligated to apply for or furnish any such bond.
 - b. premiums on appeal bonds required by law to appeal any "claim" or "suit" we defend, but only for bond amounts within our applicable Limit of Insurance. We are not obligated to apply for or furnish any such bond.
 - c. all court costs taxed against the "Insured" in any "claim" or "suit" we defend. However, we will not pay for attorneys' fees or attorneys' expenses taxed against the "Insured."
 - d. pre-judgment interest awarded against the "Insured" on that part of the judgment we pay that is within our applicable Limit of Insurance. If we make an offer to pay the applicable Limit of Insurance, we will not pay any pre-judgment interest based on the period of time after the offer;
 - e. all interest that accrues after entry of judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within our applicable Limit of Insurance;
 - f. the "Insured's" actual and reasonable expenses incurred at our request.
- C. We will not investigate any "claim" or defend any "suit" after our applicable Limits of Insurance have been exhausted by payment of judgments or settlements.
- D. Except for those instances described in Subsection A. in **Section III, DEFENSE**, we will not be obligated to assume charge of the investigation, settlement, or defense of any "claim" or "suit" against the "Insured." We will, however, have the right and will be given the opportunity to participate in the settlement, defense, and trial of any "claim" or "suit" relative to any "occurrence" which, in our opinion, may create liability on our part under the terms of this Policy. If we exercise such right, we will do so at our own expense.

IV. EXCLUSIONS

This insurance does not apply to:

A. Asbestos

"Bodily injury," "property damage," "personal injury," "advertising injury," and any other liability, including, but not limited to, settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, or consultants, arising out of or related in any way, either directly or indirectly, to:

1. asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust, including, but not limited to, any manufacture, mining, use, sale, installation, removal, or distribution activities related to any form of asbestos;
2. exposure to, testing for, monitoring of, cleaning up, removing, containing, or treating of asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust; or

3. any obligation to investigate, settle, or defend, or indemnify any person against, any "claim" or "suit" arising out of, or related in any way, either directly or indirectly, to asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust.

B. Breach of Contract

"Personal injury" or "advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement."

C. Criminal Acts

"Personal injury" or "advertising injury" arising out of a criminal act committed by or at the direction of the "Insured."

D. 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.

E. 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 contractor or subcontractor working directly or indirectly on your behalf is 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 3, 4, 5, and 6. of this exclusion do not apply to liability assumed under a railroad sidetrack agreement.

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

F. Damage to Your Product

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

G. 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.

H. Distribution Of Material In Violation Of Statutes

"Bodily injury," "property damage," "personal injury" or "advertising injury" arising, directly or indirectly, out of any act or omission that violates or is alleged to violate:

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

I. Electronic Chat Rooms or Bulletin Boards

"Personal injury" or "advertising injury" arising out of an electronic chat room, bulletin board, website, social networking site or service, or blog the "Insured" hosts or owns, or over which the "Insured" exercises control.

J. Electronic Data

"Bodily injury," "property damage," "personal injury" or "advertising injury" arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data."

K. Employment-Related Practices

"Bodily injury," "personal injury," or "advertising injury," however caused, arising directly or indirectly out of any:

1. refusal to employ or promote;

2. termination of employment;
3. coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, molestation, humiliation, discrimination, or malicious prosecution, directed at a person, or other employment-related practice, policy, act, or omission; or
4. consequential "bodily injury," "property damage," "personal injury," or "advertising injury," as a result of paragraphs 1. through 3. of this exclusion.

This exclusion applies whether the injury-causing event described in paragraphs 1. through 4. occurs before employment, during employment, or after employment of that person, and 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 because of the "bodily injury," "property damage," "personal injury," or "advertising injury."

L. ERISA

Any obligation of the "Insured" under the Employee Retirement Income Security Act of 1974 (ERISA) or, any amendment to this act, or under any similar law, regulation, or ordinance.

M. 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.

N. Infringement of Copyright, Patent, Trademark or Trade Secret

"Personal injury" or "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."

O. Knowing Violation of Rights of Another

"Personal injury" or "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 injury" or "advertising injury."

P. Material Published Prior to Policy Period

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

Q. Material Published with Knowledge of Falsity

"Personal injury" or "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.

R. Nuclear Energy Liability

1. "Bodily injury," "property damage," "personal injury," "advertising injury," or "nuclear property damage," however caused.

- a. with respect to which an "Insured" under this Policy is also 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 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 (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) any "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," "property damage," "personal injury," "advertising injury," or "nuclear property damage," however caused, arising or resulting from, directly or indirectly, the "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, any "Insured" or (b) has been discharged or dispersed therefrom;
 - b. the "nuclear material" is contained in "spent fuel" or "nuclear waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of any "Insured"; or
 - c. the "bodily injury," "property damage," "personal injury," "advertising injury," or "nuclear property damage" arises out of the furnishing by an "Insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion 2.c. applies only to "property damage" to such "nuclear facility" and any property in or at that "nuclear facility."
3. As used in this Nuclear Energy Liability exclusion:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material," "special nuclear material" or "by-product material."

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

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

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

"Nuclear facility" means:

- a. any "nuclear reactor";

- b. any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing "spent fuel," or (c) handling, processing or packaging "nuclear 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 any "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 "nuclear waste";

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

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

"Nuclear property damage" includes all forms of radioactive contamination of tangible property.

S. Pollution

- 1. Any "bodily injury," "property damage," "personal injury," "advertising injury," and any other liability, including, but not limited to, settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, or consultants, arising out of or related in any way, either directly or indirectly, in whole or in part, to the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, presence of, or exposure to, any "pollutant," from any source, at any location, at any time.
- 2. "Any loss, cost, or expense which would not have occurred in whole or in part but for any:
 - a. Request, demand, or order that any "Insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, abate, or neutralize, or in any way respond to or assess the effects of, any "pollutant"; or
 - b. "Claim" or "suit" by or on behalf of any federal, state, or local governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, abating, or neutralizing, or in any way responding to or assessing the effects of, any "pollutant."

This exclusion does not apply to "bodily injury" or "property damage" caused by smoke, fumes, vapor, or soot from a "hostile fire," or sustained within a building and caused by smoke, fumes, vapor, or soot from equipment used to heat that building.

"Hostile fire" means a fire that becomes uncontrollable or breaks out from where it was intended to be.

T. Quality or Performance of Goods - Failure to Conform to Statements

"Personal injury" or "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."

U. 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.

V. Unauthorized Use of Another's Name or Product

"Personal injury" or "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 tactic to mislead another's potential customers.

W. Un-Insured/Under-Insured Motorists and Similar Laws

Any obligation of the "Insured" under a No Fault, Uninsured Motorist or Underinsured Motorist law, or under any similar law, regulation or ordinance.

X. War

"Bodily injury," "property damage," "personal injury," or "advertising injury," however caused, arising directly or indirectly out of:

1. war, including undeclared or civil war;
2. warlike action by 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.

Y. Workers' Compensation And Similar Laws

Any obligation of the "Insured" under a Workers Compensation, Unemployment Compensation or, Disability Benefits Law, or under any similar law, regulation, or ordinance.

Z. Wrong Description of Prices

"Advertising injury" arising out of the wrong description of the pricing of goods, products or services stated in your "advertisement."

AA. Following Form

The following exclusions 1. through 6. do not apply to the extent that such coverage is provided by "underlying insurance" or would have been provided by "underlying insurance" but for the exhaustion of the applicable limits of the "underlying insurance" by the payment of damages for "bodily injury," "property damage," "personal injury," or "advertising injury" covered

by our Policy. However, under no circumstances will the coverage provided by our Policy for the risks described in the following exclusions 1. through 6. be any broader than the coverage provided for those risks by the "underlying insurance."

Subject to the preceding paragraph, this insurance does not apply to:

1. Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, or "loading or unloading" of any aircraft, if such aircraft is owned, or hired without pilot or crew, by or on behalf of any "Insured."

2. Auto

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, or "loading or unloading" of any "auto."

3. Contractual Liability

"Bodily injury," "property damage," "personal injury" or "advertising injury" for which any "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:

- a. that the "Insured" would have in the absence of the contract or agreement; or
- b. assumed in a written contract or written agreement that is an "Insured contract," but only if the "bodily injury," "property damage," "personal injury" or "advertising injury" occurs after the "Insured" signs or otherwise formally executes that contract or agreement.

4. Employee Liability

Liability of any "employee" with respect to "bodily injury," "property damage," "personal injury" or "advertising injury" to you or to another "employee" of the same employer injured in the course of such employment.

5. Employer's Liability

- a. "Bodily injury" to:
 - (1) an "employee" of any "Insured," arising out of and in the course of:
 - (a) employment by any "Insured"; or
 - (b) performing duties related to the conduct of any "Insured's" business; or
 - (2) the spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. (1) of this exclusion.
- b. This exclusion applies:
 - (1) whether any "Insured" may be 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.

6. Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, or "loading or unloading" of any watercraft, if such watercraft is owned, or chartered without crew, by or on behalf of any "Insured."

This exclusion does not apply to watercraft while ashore on any premises owned by, rented to, or controlled by you.

V. DEFINITIONS

A. "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:

1. notices that are published include material placed on the Internet or on similar electronic means of communication;
2. 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.

B. "Advertising injury" means injury, including consequential "bodily injury," arising out of advertising activities of any "Insured" as a result of one or more of the following offenses committed during the Policy Period in the course of advertising your goods, products or services:

1. oral or written publication, in any manner, that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
2. oral or written publication, in any manner, of material that violates a person's right of privacy;
3. misappropriating another's advertising ideas in your "advertisement"; or
4. infringing upon another's copyright, trade dress, or slogan in your "advertisement."

"Advertising injury" does not include "personal injury."

C. "Auto" means:

1. a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
2. 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."

D. "Bodily injury" means physical injury, sickness, or disease sustained by a person, including death resulting from any of those at any time. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock sustained by a person, if directly resulting from a physical injury, sickness, or disease of that person.

E. "Claim" means a demand, made under an assertion of legal right, for money as compensation for "bodily injury," "property damage," "advertising injury," or "personal injury." "Claim" includes "suit."

- F. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, hardware, or media, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- G. "Employee" includes a "leased worker." "Employee" does not include a "temporary worker."
- H. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
- I. "Impaired property" means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:
1. it incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 2. 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.
- "Impaired property" does not include "electronic data."
- J. "Insured" means each of the following, to the extent set forth:
1. The Named Insured meaning:
 - a. any person or organization listed in Item 1. of the Declarations, and any Company of which you own more than 50% as of the beginning of the Policy Period.
 - b. any organization you newly acquire or form during the Policy Period, other than a partnership, joint venture or limited liability company, and of which you maintain ownership of more than 50%, will qualify to be a Named Insured. However:
 - (1) coverage for such an organization under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the Policy Period, whichever is earlier;
 - (2) coverage under this provision does not apply to any "bodily injury," "property damage," "personal injury" or "advertising injury" that occurred before you acquired or formed the organization; and
 - (3) coverage under this provision applies only if the organization is insured under one or more of the policies listed in the Schedule of Underlying Insurance, and then for no broader coverage than is provided for that organization under such underlying policies.
 2. If you are an individual:
 - a. you and your spouse, but only with respect to the conduct of a business of which you are the sole owner as of the beginning of the Policy Period.
 - b. 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; and
- c. your legal representative if you die, but only with respect to duties as such. That representative will have all of your rights and duties under this insurance.
3. If you are a partnership or joint venture, your partners or members and their spouses, but only as respects the conduct of your business.
4. If you are a limited liability company, your members and your managers, but only as respects the conduct of your business.
5. If you are a trust, you are an "Insured." Your trustees are also "Insureds," but only with respect to their duties as your trustees.
6. Any person or organization, other than a Named Insured, included as an additional "Insured" by virtue of an "insured contract" or a contract that includes an "insured contract," and to which coverage is provided by the "underlying insurance," but for no broader coverage under this Policy than the coverage the "underlying insurance" provides for such additional "Insured."
7. Subject to 12., below, any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company) and any of your "employees," but only while acting within the scope of their duties as such. Your stockholders (if you are an organization other than a partnership, joint venture, or limited liability company) are also "Insureds," but only with respect to their liability as your stockholders. But no person or organization that is an "Insured" solely by virtue of this subparagraph is an "Insured" as respects any:
 - a. "bodily injury" or "property damage" arising out of the ownership, maintenance, use, or "loading or unloading" of any "auto," aircraft or watercraft.

However, if valid "underlying insurance" affords such coverage for that person or organization, or would have afforded such coverage but for the exhaustion of underlying limits for "bodily injury" or "property damage," then, subject to all the other terms and conditions of our Policy, that person or organization is also an "Insured" under our Policy as respects a. In that case, the coverage our Policy provides that person or organization for a. will follow the provisions, exclusions, and limitations of, and be no broader than, the coverage that "underlying insurance" provides that person or organization for a.

8. Subject to 12., below your "volunteer workers," but only while performing duties related to the conduct of your business.
9. Any person or organization, other than one of your "employees," while acting as your real estate manager.
10. Any person or organization (other than your partners, "executive officers," directors, stockholders or "employees") with respect to any "auto" owned by you, loaned to you, or hired by you or on your behalf, and used by that person or organization with your permission. But no person or organization that is an "Insured" solely by virtue of this subparagraph is an "Insured" as respects using an "auto" while working in a business that sells, services, repairs, or parks "autos" unless you are in that business.
11. No person or organization is an "Insured" with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations or unless added via endorsement to this Policy.

12. None of your "employees" or "volunteer workers" is an "Insured" as respects any:

a. "Bodily injury," "personal injury" or "advertising injury":

- (1) 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" while 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;
- (2) to the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of paragraph a. (1) above;
- (3) for which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph a.(1) or a.(2) above; or

b. "Property damage" to property:

- (1) owned, occupied, or used by,
- (2) 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," any of your partners or members (if you are a partnership or joint venture), or any of your members (if you are a limited liability company).

K. "Insured contract" means:

1. 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 while temporarily occupied by you with permission of the owner, is not an "insured contract";
2. a sidetrack agreement;
3. any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. an elevator maintenance agreement;
6. 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," "property damage," "personal injury" or "advertising injury" 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 6. does not include that part of any contract or agreement:

- a. 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;
 - b. that indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (1) preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - c. 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 b. above and supervisory, inspection, architectural or engineering activities.
- L. "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."
- M. "Loading or unloading" means the handling of property:
- 1. after it is removed from the place where it is accepted for movement into or onto an aircraft, watercraft, or "auto";
 - 2. while it is in or on an aircraft, watercraft, or "auto";
 - 3. while it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered.
- However, "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."
- N. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- 1. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - 2. vehicles maintained for use solely on or next to premises you own or rent;
 - 3. vehicles that travel on crawler treads;
 - 4. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. power cranes, shovels, loaders, diggers or drills; or
 - b. road construction or resurfacing equipment such as graders, scrapers or rollers;
 - 5. vehicles not described in paragraphs 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- a. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. cherry pickers and similar devices used to raise or lower workers;
6. vehicles not described in 1., 2., 3., or 4. 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":

- a. equipment designed primarily for:
 - (1) snow removal;
 - (2) road maintenance, but not construction or resurfacing; or
 - (3) street cleaning;
- b. cherry pickers and similar devices mounted on auto or truck chassis and used to raise or lower workers; and
- c. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any 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. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos."

O. "Occurrence" means:

- 1. as respects "bodily injury" or "property damage," an accident, including continuous or repeated exposure to substantially the same general harmful conditions. All such exposure to substantially the same general harmful conditions will be deemed to arise out of one "Occurrence";
- 2. as respects "personal injury," an offense, arising out of your business, that results in "personal injury," but only if that offense is committed during the Policy Period. All "personal injury" that arises from the same offense, or from repeated or related offenses, will be considered as arising out of one and the same "occurrence," regardless of the frequency or repetition thereof, the number or kinds of media, or the number of people or organizations making "claims" or bringing "suits";
- 3. as respects "advertising injury," an offense, committed in the course of advertising your goods, products and services, that results in "advertising injury," but only if that offense is committed during the Policy Period. All "advertising injury" that arises from the same offense, or from repeated or related offenses, will be considered as arising out of one and the same "occurrence," regardless of the frequency or repetition thereof, the number or kinds of media used, or the number of people or organizations making "claims" or bringing "suits."

P. "Personal injury" means injury, including consequential "bodily injury," arising out of one or more of the following offenses committed during the Policy Period:

- 1. false arrest, detention or imprisonment;

2. malicious prosecution;
3. 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;
4. oral, or written publication, in any manner, that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
5. oral or written publication, in any manner, that violates a person's right of privacy.

"Personal injury" does not include "advertising injury."

Q. "Pollutant" 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.

R. "Pollution cost or expense" means 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, abate, or in any way respond to or assess the effects of, any "pollutant"; 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, abating, or in any way responding to or assessing the effects of, any "pollutant."

S. "Products-completed operations hazard":

1. 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:
 - a. products that are still in your physical possession; or
 - b. work that has not yet been completed or abandoned.

"Your work" will be deemed completed at the earliest of the following times:

- (1) when all of the work called for in your contract has been completed
- (2) 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.
- (3) 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.

2. Does not include "bodily injury" or "property damage" arising out of:

- a. 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";

b. the existence of tools, uninstalled equipment or abandoned or unused materials.

T. "Property damage" means:

1. physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
2. loss of use of tangible property that is not physically injured. All such loss will 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.

U. "Self-Insured Retention" means the dollar amount listed in Item 5. of the Declarations that will be paid by the "Insured" before this insurance becomes applicable, with respect to "occurrences" or offenses not covered by "underlying insurance." The "Self-Insured Retention" does not apply to "occurrences" or offenses which would have been covered by "underlying insurance" but for the exhaustion of applicable limits of the "underlying insurance."

V. "Suit" means a civil proceeding which seeks monetary damages because of "bodily injury," "property damage," "personal injury," or "advertising injury" to which this insurance applies. "Suit" includes:

1. an arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
2. any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

W. "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.

X. "Underlying insurance" means the insurance coverage provided under policies shown in the Schedule of Underlying Insurance, or any additional policies agreed to by us in writing. It includes any policy issued to replace one of those policies during the term of this insurance that provides:

1. at least the same policy limits; and
2. insurance for the same hazards, except as to any modifications which are agreed to by us in writing.

"Underlying insurance" does not include any insurance policy specifically purchased to apply only in excess of this Policy.

Y. "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.

Z. "Your product" 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.

"Your product" 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.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

AA. "Your work" 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.

"Your work" 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.

VI. CONDITIONS

A. Appeals

If the "Insured" or an "Insured's" underlying insurers do not appeal an award or judgment in excess of the "retained limit," we have the right to make such an appeal. Whether or not we elect to appeal, and regardless of the result of any appeal we elect to make, the amount we pay in connection with such an award or judgment will not exceed our applicable Limit of Insurance, as stated in Item 4. of the Declarations plus expenses we incur in the defense of the "suit."

B. Audit

We may audit and examine your books and records as they relate to this Policy or the premium to be charged, at any time during the Policy Period of this Policy and for up to three years after the end of that Policy Period.

C. Bankruptcy or Insolvency

The bankruptcy, insolvency or inability to pay of any "Insured," or the bankruptcy, insolvency or inability to pay of any of the Underlying Insurers, will not relieve us from the payment of any "claim" or "suit" covered by this Policy. Under no circumstances will any such bankruptcy, insolvency or inability to pay require us to drop down and replace the "retained limit" or to bear or assume any obligation within the "retained limit."

D. Cancellation

1. You may cancel this Policy before the end of the Policy Period. To do so, you must mail or deliver advance written notice to us stating the day and hour the cancellation takes effect.
2. We may cancel this Policy before the end of the Policy Period. If we cancel because of nonpayment of premium, we must mail or deliver advance written notice to you stating when, not less than ten (10) days thereafter, the cancellation takes effect. If we cancel for any other reason, we must mail or deliver advance written notice to you stating when, not less than thirty (30) days thereafter, the cancellation takes effect. Mailing that notice to you at your mailing address shown in Item 1. of the Declarations will be sufficient notice of cancellation, and proof of such mailing will be sufficient proof of notice.
3. If you or we cancel, the Policy Period ends when the cancellation takes effect.
4. If we cancel, final premium will be calculated pro rata based on the time this Policy was in force. Final premium will not be less than the Minimum Premium shown in Item 3. of the Declarations.
5. If you cancel, final premium may be more than pro rata; it will be based on the time this Policy was in force and may be increased by our short rate cancellation table and procedure. Final premium will not be less than the Minimum Premium shown in Item 3. of the Declarations.
6. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter, but the cancellation will be effective even if we have not made or offered any refund due you. Our check or our representative's check, mailed or delivered, will be sufficient tender of any refund due you.
7. The first Named Insured in Item 1. of the Declarations will act on behalf of all other "Insureds" with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this Policy.
8. Any of these provisions that conflicts with an applicable law that controls the cancellation of this Policy is changed by this statement to comply with the minimum mandatory requirements of that law.

E. Changes

This Policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in Item 1. of the Declarations is authorized to act on behalf of all Insureds in making or agreeing to changes in the terms of this Policy, but only with our consent. Notice to our agent, or knowledge possessed by our agent or any other person, will not effect a waiver or a change in any part of this Policy. This Policy can be changed only by a written endorsement we issue that becomes a part of this Policy and that is signed by one of our authorized representatives.

F. Duties in The Event of An "Occurrence," "Claim" Or "Suit"

1. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a "claim" or "suit" involving this Policy. To the extent possible, such notice should include:
 - a. how, when and where the "occurrence" took place;

- b. the names and addresses of any injured person and witnesses;
 - c. the nature and location of any injury or damage arising out of the "occurrence."
2. If a "claim" or "suit" against any "Insured" is reasonably likely to involve this Policy you must notify us in writing as soon as practicable.
 3. You and any other involved "Insured" must:
 - a. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
 - b. authorize us to obtain records and other information;
 - c. cooperate with us in the investigation, settlement or defense of the "claim" or "suit"; and
 - d. 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.
 4. No "Insured" will voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent, except at their own cost.

G. Inspection

We have the right, but are not obligated, to inspect the premises and operations of any "Insured" at any time. Our inspections are not safety inspections. They relate only to the insurability of the premises and operations of the "Insured" and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While such inspections may help reduce losses, we do not undertake to perform the duty of any person or organization to provide for the health or safety of any employees or the public. We do not warrant that the premises or operations of any "Insured" are safe or healthful or that they comply with laws, regulations, codes or standards.

H. Legal Actions Against Us

There will be no right of action against us under this Policy unless:

1. you and any other involved "Insured" have complied with all the terms of this Policy; and
2. the amount you owe has been determined, either by settlement with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a party in an action against you to determine your liability.

I. Knowledge of "Occurrence"

Knowledge of any "occurrence," "claim," or "suit" by any agent, servant, or employee of the "Insured" does not in and of itself constitute knowledge by the "Insured" unless notice of such "occurrence," "claim," or "suit" has been received by an officer, manager, risk manager, authorized employee, or partner of a Named Insured.

J. Maintenance of "Underlying Insurance"

During the period of this Policy, you agree:

1. to keep the policies listed in the Schedule of Underlying Insurance in full force and effect;
2. that no renewal or replacement of any policy listed in the Schedule of Underlying Insurance will be more restrictive in coverage than the policy it renews or replaces;
3. that the Limits of Insurance of the policies listed in the Schedule of Underlying Insurance will be maintained except for any reduction or exhaustion of aggregate limits by actual payment of "claims" or "suits" for "occurrences" covered by "underlying insurance"; and
4. that the terms, conditions and endorsements of the policies listed in the Schedule of Underlying Insurance will not change during the Policy Period of this Policy in any way that:
 - a. increases the coverage afforded under this Policy; or
 - b. causes the applicable Limits of Insurance of the policies listed in the Schedule of Underlying insurance or of other insurance providing coverage to the "Insured" to be reduced or exhausted at an earlier time than they would have been reduced or exhausted in the absence of such change.

If you fail to comply with any one or more of these requirements, we will be liable only to the same extent we would have been had you fully complied with all of these requirements

K. Nonrenewal

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 end of the Policy Period. If notice is mailed, proof of mailing will be sufficient proof of notice.

L. Other Insurance

If other insurance applies to a liability that is also covered by this Policy, this Policy will apply only in excess of the applicable limits of that other insurance. Nothing in this provision will be construed to make this Policy subject to the terms, conditions and limitations of such other insurance. However, this provision will not apply if the other insurance is specifically written to apply only in excess of the applicable Limits of Liability of this Policy.

M. Policy Period

Subject to Condition **D. Cancellation**, the Policy Period of this Policy:

1. begins at the date and time shown as From; and
2. ends at the date and time shown as To;

in Item 2. of the Declarations.

N. Premium

The first Named Insured designated in Item 1. of the **Declarations** will be responsible for payment of all premiums when due.

The premium for this Policy will be computed on the basis set forth in Item 3. of the

Declarations. At the beginning of the Policy Period, you must pay us the Advance Premium shown in Item 3. of the Declarations.

When this Policy expires or if it is canceled, we will compute the earned premium for the time this Policy was in force. If this Policy is subject to audit adjustment, the actual exposure basis will be used to compute the earned premium. If the earned premium is greater than the Advance Premium, you will promptly pay us the difference. If the earned premium is less than the Advance Premium, we will return the difference to you. But in any event we will retain the Minimum Premium as shown in Item 3. of the Declarations for each twelve months of our Policy Period.

O. Separation of Insureds

Except with respect to our Limits of Insurance and any rights or duties specifically assigned to the first Named Insured designated in Item 1. of the Declarations, this insurance applies:

1. as if each Named Insured were the only Named Insured; and
2. separately to each "Insured" against whom "claim" is made or "suit" brought.

P. Trade Sanctions

This Policy is void from its inception as respects any Policy term or condition that violates any law or regulation of the United States of America (U.S.) concerning economic and trade embargoes including, but not limited to, such laws or regulations respecting any of the following:

1. any "Insured," or any person or entity claiming the benefits of an "Insured," who is or becomes a "Specially Designated National" or "Blocked Person" who is otherwise subject to the economic sanctions of the U.S.;
2. any "claim" or "suit" that is brought in a "Sanctioned Country" or by the government of a "Sanctioned Country," where any action in connection with such "claim" or "suit" is prohibited by U.S. economic or trade sanctions;
3. any "claim" or "suit" that is brought by any "Specially Designated National," "Blocked Person," or any person or entity who is otherwise subject to U.S. economic or trade sanctions;
4. property that is located in a "Sanctioned Country" or that is owned by, rented to or in the care, custody or control of a "Sanctioned Country" government, where any activities related to such property are prohibited by U.S. economic or trade sanctions;
5. property that is owned by, rented to or in the care, custody, or control of a "Specially Designated National," "Blocked Person," or any person or entity who is otherwise subject to U.S. economic or trade sanctions.

As used in this Policy a "Specially Designated National" or "Blocked Person" is any person or entity that is on the list of "Specially Designated Nationals" and "Blocked Persons" issued by the United States Treasury Department's Office of Foreign Asset Control (O.F.A.C.) as it may be amended from time to time.

As used in this Policy a "Sanctioned Country" is any country that is the subject of trade or economic embargoes imposed by the laws of the U.S.

Q. Transfer of Rights of Recovery Against Others to Us

If any "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 those rights and must help us enforce them. At our request, the "Insured" will bring "suit" or transfer those rights to us and help us enforce them.

Any recoveries will be applied as follows:

1. any interests, including the "Insured," that have paid an amount in excess of our payment under this Policy will be reimbursed first;
2. we then will be reimbursed up to the amount we have paid; and
3. lastly, any interests, including the "Insured," over which our insurance is excess, are entitled to claim the residue.

Expenses incurred in the exercise of rights of recovery will be apportioned between the interests, including the "Insured," in the ratio of their respective recoveries as finally settled.

R. Terms Conformed to Statute

The terms of this Policy which are in conflict with the statutes of the state where this Policy is issued are amended to conform to the minimum mandatory requirements of such statutes.

If we are prevented by law or statute from paying on behalf of an "Insured," then we will, where permitted by law or statute, indemnify the "Insured" for those sums in excess of the "retained limit."

S. Titles and Headings

Headings and titles contained in this Policy are for purposes of organization and reference only. They do not, and shall not be deemed to, control or affect the meaning or construction of any provision of this Policy.

T. Transfer of Your Rights And Duties

No "Insured" may transfer any of its rights or duties under this Policy without our written consent.

If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. However, notice of cancellation sent to the first Named Insured designated in Item 1. of the Declarations and mailed to the address shown in this Policy will be sufficient notice to effect cancellation of this Policy, even if you have died or been legally declared bankrupt.

U. Unintentional Failure to Disclose Hazards

An "Insured's" failure to disclose all hazards existing as of the inception date of this Policy will not prejudice that "Insured's" insurance with respect to the coverage afforded by this Policy, provided such failure is both:

- a. not intentional on the part of that "Insured" and

b. reported to us as soon as practicable after its discovery by any Named Insured.

V. When Loss Is Payable

Coverage under this Policy does not apply unless and until the "Insured" or its underlying insurer is obligated to pay the "retained limit."

When the amount of loss has finally been determined, we will promptly pay on behalf of the "Insured" the amount of loss covered under the terms of this Policy.

We may, at our sole discretion, advance on behalf of an "Insured" sums within the "Self-Insured Retention" in order to effect settlement of a "claim" or "suit." If we do so, you will promptly reimburse us for any such amount we advance on behalf of any "Insured."



Administrative Offices
301 E 4th Street
Cincinnati, Ohio 45202-4201
Tel: 1-513-369-5000

IL 72 68
(Ed. 09/09)

In Witness Clause

In Witness Whereof, we have caused this Policy to be executed and attested, and, if required by state law, this Policy shall not be valid unless countersigned by our authorized representative.

A handwritten signature in black ink, appearing to read "Donald D. C.", followed by a horizontal line.

President

A handwritten signature in black ink, appearing to read "Eve Cutler Rosen".

Secretary



Administrative Offices
301 E 4th Street
Cincinnati, Ohio 45202-4201
Tel: 1-513-369-5000

COMMERCIAL UMBRELLA POLICY NOTICE TO POLICYHOLDERS BROADENINGS, CLARIFICATIONS, AND RESTRICTIONS OF COVERAGE

This notice is intended to alert you to changes to your renewal policy. It contains a brief synopsis of the significant broadenings, clarifications, and restrictions of coverage that were made in your policy form. This notice references only the most significant changes to the form.

No coverage is provided by this summary, nor can this notice be construed to replace or otherwise effect any provisions of any insurance policy. This summary is intended only to describe the changes and features of the basic policy. It does not address endorsements attached to the policy which may restrict or broaden coverage. Only the policy itself determines the scope of coverage and the rights and duties of the policyholders.

Please read your policy and the endorsements attached to your policy carefully.

BROADENING OF COVERAGE

- * Coverage is included for bodily injury or property damage caused by heat, smoke or fumes from a hostile fire or if sustained in a building and caused by smoke, fumes, vapor or soot from heating equipment.
- * Insured definition has been expanded to include temporary custodians and your legal representatives in the event of the Named Insured's death
- * Trusts, trustees, stockholders and volunteer workers are included in the definition of insured.
- * A claim cannot be rejected due to the insured's unintentional failure to disclose all hazards.
- * Knowledge of an occurrence is deemed to be received when the Insured becomes aware of or receives a written or verbal demand for damages.
- * The definition of advertising injury has been amended to include consequential bodily injury.
- * If the insurer is prevented by law or statute from paying on behalf of the insured the insurer will then indemnify the insured.

CLARIFICATIONS IN COVERAGE AND OTHER EDITORIAL REVISIONS

In general, the language of the policy has been updated.

- * All Exclusions and Definitions have been placed in alphabetic order.
- * Titles have been added to all Exclusions.
- * The damage to property exclusion clarifies the types of property that are excluded.

- * The policy clarifies that criminal acts committed by or at the direction of the insured are excluded.
- * The exclusion of coverage due to wrong description of prices is only applicable to those in your advertisement.
- * The Nuclear Energy Liability exclusion has been updated.
- * The contractual liability exclusion has been moved to the following form section of the policy and now addresses bodily injury and property damage in addition to advertising injury and personal injury.
- * An automobile following form provision has been added to the policy.
- * Advertisement has been defined as a notice that is broadcast or published to the general public or market segments about an Insured's goods, products or services.
- * The definition of auto has been updated to include any land vehicle that is subject to compulsory or financial responsibility laws or motor vehicle laws.
- * Claim is clarified to mean a demand made under the assertion of a legal right for monetary compensation due to bodily injury, property damage, advertising injury or personal injury.
- * A definition for electronic data has been added to the policy.
- * A definition of executive officer has been added to the policy.
- * The definition of mobile equipment has been clarified to indicate that it does not include any land vehicle that is subject to compulsory or financial responsibility laws or motor vehicle laws.
- * An occurrence for personal injury and advertising injury must be committed during the policy period.
- * Consequential bodily injury has been added to the personal injury definition and "mental injury, mental anguish, humiliation and shock" has been removed since these terms are included in the bodily injury definition.
- * The products-completed operations hazard includes all bodily injury and property damage occurring away from premises you own or rent.
- * The Self Insured Retention is only applied once per policy period.
- * Underlying insurance does not include an insurance policy that is purchased specifically to be excess of this policy.
- * The changes condition indicates that the policy contains all agreements between the Insured and Insurer. Any change made to the terms and conditions of the policy must be made by the First Named Insured with the Insurer's consent.
- * Legal action against the Insurer may be undertaken after the First Named Insured and all other Insureds have complied with all terms of the policy.
- * Changes made to the underlying policies cannot cause their limits to be exhausted more quickly.
- * An explanation of policy period has been added to the policy.

- * The policy will pay for losses that continue, change or resume after the end of the policy period. However, the continuation, change, or resumption of a loss reported prior to the policy period is not covered by this policy.
- * Payments made by the policy due to the reduction or exhaustion of the limits of underlying policies are subject to the terms and conditions of this policy.
- * The term "televised, videotaped or electronic" as used in the exclusions of material published with knowledge of falsity and material published prior to period have been replaced by the terms "oral or written".
- * The exclusion for employment related practices includes molestation, malicious prosecution, and any occurrence that happens before, during or after employment.
- * The definition of Insured does not include an employee that inflicts any bodily injury, personal injury or advertising injury to a co-employee or volunteer worker during the course of employment, or while performing duties related to the Insured's business.
- * The following are added as part of the definition of insured contract:
 - ** A contract for a lease of premises (except for that part of the contract that requires payment for damage to the leased premises by fire);
 - ** A railroad sidetrack agreement,
 - ** An easement or license agreement (except in connection with construction or demolition operations on or within 50 feet of a railroad);
 - ** An obligation required by municipality's ordinance (except in connection with work for a municipality);
 - ** An elevator maintenance agreement;
 - ** Any part of a contract pertaining to the Insured's business under which the Insured assumes tort liability of another policy. This includes an agreement to perform work for a municipality but excludes any agreement that assumes liability for an architect, engineer or surveyor;

REDUCTION OF COVERAGE

- * Coverage for personal injury or advertising injury is excluded for the following:
 - ** 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."
 - ** 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 injury or advertising injury.
 - ** Arising out of an electronic chat room, bulletin board, social networking site or service, or blog that the Insured hosts, owns or controls is excluded from coverage.
 - ** Arising out of the unauthorized use of another's name or product in the Insured's e-mail address, domain name or metatag, or any other similar tactic to mislead another's potential customers is excluded from coverage.

- ** Arising out of a breach of contract, except an implied contract to use another's advertising idea in your advertisement.
- ** Failure to conform with the Insured's advertised statements of quality or performance.
- * The exclusion for war has been changed to include personal injury and advertising injury. It has been clarified to include indirect loss, warlike action by a military force, or actions taken by any government, sovereign or authority using military personnel or other agents.
- * Coverage is excluded for any loss arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.
- * This insurance applies to losses only if the Insured had no knowledge of the loss, in whole or in part, prior to the policy period.
- * Any act or omission that violates the Telephone Consumer Protection Act, CAN-SPAM Act of 2003, the Fair Credit Reporting Act, the Accurate Credit Transaction Act, their amendments, or any federal, state or local law that prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information is excluded.



Administrative Offices
301 E 4th Street
Cincinnati, Ohio 45202-4201
Tel: 1-513-369-5000

**IMPORTANT NOTICE
GEORGIA**

TO OBTAIN INFORMATION OR TO MAKE A COMPLAINT

This notice is to advise you that should any complaints arise regarding this insurance, you may contact Great American Insurance Companies at the following address:

Great American Insurance Group
Administrative Offices
301 East 4th Street
Cincinnati, OH 45202

Or you may call the toll-free telephone number for information or to make a complaint at:

1-800-221-7274

You may write the Georgia Department of Insurance:

Georgia Department of Insurance
2 Martin Luther King Drive, Suite 716 West Tower
Atlanta, GA 30334

Fax: (404) 657-8542

ATTACH THIS NOTICE TO YOUR POLICY

This notice is for information only and does not become a part or condition of the attached document



Administrative Offices
301 E 4th Street
Cincinnati, Ohio 45202-4201
Tel: 1-513-369-5000

PLEASE READ THIS CAREFULLY.

POLICYHOLDER NOTIFICATION - GEORGIA

THE RATES, RATING PLANS OR RESULTING PREMIUMS PROVIDED FOR IN THIS POLICY ARE EXEMPT FROM THE FILING AND APPROVAL REQUIREMENTS OF THE OFFICE OF COMMISSIONER OF INSURANCE FOR THE STATE OF GEORGIA.

ORIGINAL POLICY

GAI 6012 (Ed. 04 10)

Policy No. UMB 1910640 -
Effective Date of Change 03/01/2014

POLICY CHANGES

NAMED INSURED AND ADDRESS: The Home Depot, Inc. See Named Insured Endorsement 2455 Paces Ferry Road NW Atlanta, GA 30339-1834	POLICY PERIOD: 12:01 A.M. Standard Time at the address of the Named Insured shown at left. From 03/01/2014 To 03/01/2015
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	AGENT'S NAME AND ADDRESS: Marsh USA, Inc. 3560 Lenox Road, Suite 2400 Atlanta, GA 30326

Insurance is afforded by company indicated below:

Great American Assurance Company

(Each a capital stock corporation)

It is hereby understood and agreed effective 03/01/2014, Schedule A - Schedule of Underlying Insurance (Supplemental), GAI6008, is amended in part to read as per attached.

Schedule A - Schedule of Underlying Insurance (Supplemental)

- Page 1, Item c)
- Page 2, Item g)
- Page 3, Item j)
- Page 5, Items o) & p)
- Page 6, Items p), r), s) & t)

Change Endorsement No. 1

FORMS AND ENDORSEMENTS hereby added:

FORMS AND ENDORSEMENTS hereby amended: GAI6008

FORMS AND ENDORSEMENTS hereby deleted:



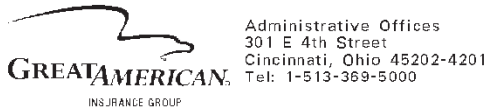
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GAI 6008
 (Ed. 06 97)

SCHEDULE A - SCHEDULE OF UNDERLYING INSURANCE (SUPPLEMENTAL)

Carrier, Policy Number and Period	Type of Coverage	Limits of Insurance
a) New Hampshire Insurance Company 03/01/2014-2015 Pol.# WC049101887 (WI)	Employers Liability Defense outside Limits	Bodily Injury By Accident \$5,000,000 each accident Bodily Injury By Disease \$5,000,000 policy limit \$5,000,000 each employee
----- b) New Hampshire Insurance Company 03/01/2014-2015 Pol.# WC0049101882 (ALL OTHER STATES)	----- Employers Liability Defense outside Limits	----- Bodily Injury By Accident \$5,000,000 each accident Bodily Injury By Disease \$5,000,000 policy limit \$5,000,000 each employee
----- c) National Union Fire Insurance Company 03/01/2014-2015 Pol.# XWC6636267 (AZ,CA,CO,CT,GA,IL,ME, MI,NV,OH,OR,PA,UT,VA WA)	----- Employers Liability Defense outside policy limits, inside SIR Limits	----- Bodily Injury By Accident \$4,000,000 each accident Bodily Injury By Disease \$4,000,000 each employee \$1,000,000 SIR all other applicable states \$ 750,000 State of GA SIR \$ 350,000 State of CT SIR

ORIGINAL POLICY



GAI 6008
(Ed. 06 97)

SCHEDULE A - SCHEDULE OF UNDERLYING INSURANCE (SUPPLEMENTAL)

Carrier, Policy Number and Period	Type of Coverage	Limits of Insurance
d) Illinois National Insurance Company 03/01/2014-2015 Pol.# WC049101883 (FL)	Employers Liability Defense outside Limits	Bodily Injury By Accident \$5,000,000 each accident Bodily Injury By Disease \$5,000,000 policy limit \$5,000,000 each employee

e) National Union Fire Insurance Company of Pittsburgh, PA 03/01/2014-2015 Pol.# XWC6636268 (MA)	Employers Liability Defense outside policy Limits, inside SIR Limits	Bodily Injury By Accident \$4,500,000 each accident Bodily Injury By Disease \$4,500,000 each employee \$500,000 SIR

f) Illinois Union Insurance Company 03/01/2014-2015 Pol.# TNSC47869638 (TX)	Employers Liability Defense inside policy Limits & SIR Limit	\$10,000,000 Each Accident or Each Employee for Disease \$30,000,000 Policy Aggregate \$1,000,000 SIR or Each Employee for Disease

g) Essex Insurance Company 03/01/2014-2015 Pol.# XCB2815 (TX)	Excess Employers Liability	\$10,000,000 Per Occurrence \$10,000,000 Policy Aggregate Excess of Item f) Above.

h) Zurich American Insurance Company 03/01/2014-2015 Pol.# BAP2938863-11 (All States(US)& GUAM)	Automobile Liability Defense outside Limits	(X) Combined Single Limit \$1,000,000 each accident



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SCHEDULE A - SCHEDULE OF UNDERLYING INSURANCE (SUPPLEMENTAL)

Carrier, Policy Number and Period	Type of Coverage	Limits of Insurance
i) HomeRisk Assurance Ltd. 03/01/2014-2015 Pol.# 297-1-10011-00-2014 (All States(US)& GUAM)	Excess Automobile Liability Defense is Pro Rata in addition to the policy Limit	(X) Combined Single Limit \$9,000,000 each accident Excess of item h) above.

j) Steadfast Insurance Company 03/01/2014-2015 Pol.# GLO4887714-04 (US, PR, USVI, GUAM)	Commercial General Liability (X) Occurrence Form (X) Defense inside policy and SIR Limits	Aggregate applicable to Batch Clause Losses only \$9,000,000 Each Occurrence Limit \$9,000,000 General Aggregate \$9,000,000 Product Aggregate \$9,000,000 Personal and Advertising Injury Limit Excess of a \$1,000,000 Self-Insured Retention Each and Every Occurrence

	Employee Benefits Liability	US\$9,000,000 Each Claim US\$9,000,000 Aggregate Shares Limits with item k)



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SCHEDULE A - SCHEDULE OF UNDERLYING INSURANCE (SUPPLEMENTAL)

Carrier, Policy Number and Period	Type of Coverage	Limits of Insurance
n) The Home Depot Self Insuring 03/01/2014-2015 (US)	Racing Owners & Sponsors Excess Liability Defense outside Limits	\$1,000,000 Each Occurrence Limit \$1,000,000 General Aggregate Limit
----- o) Insurance Co State of PA (Chartis 03/01/2014-2015 Pol.# WS20000475	Foreign Employers Liability Defense inside Limits	\$1,000,000 Each Occurrence
----- p) Insurance Co State of PA (Chartis Worldsource) 03/01/2014-2015 Pol.# WS20000474	Foreign Automobile Liability Defense inside Limits	(X) Combined Single Limit \$1,000,000 each accident
----- Pol.# WS20000473	Foreign General Liability Defense inside Limits	\$2,000,000 General Aggregate Limit \$4,000,000 Master Control Program Aggregate \$2,000,000 Products - Com- pleted Operations Aggregate Limit \$1,000,000 Personal and Advertising Injury Limit \$1,000,000 Each Occurrence Limit



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SCHEDULE A - SCHEDULE OF UNDERLYING INSURANCE (SUPPLEMENTAL)

Carrier, Policy Number and Period	Type of Coverage	Limits of Insurance
p) (continued) Insurance Co State of PA (Chartis Worldsource) 03/01/2014-2015 Pol. # WS20000473	Foreign Employee Benefits Liability Defense inside Limits	\$1,000,000 Each Wrongful Act \$1,000,000 General Aggregate

q) Tokio Marine Pacific Insurance Limited 03/01/2014-2015 Pol. # WC-000000916 (Guam)	Foreign Employers Liability Defense inside Limits	\$1,000,000 Each Occurrence

r) United States Aircraft Insurance Group 04/01/2014-2015 Pol. # SIHL1-105Q (WORLDWIDE)	Aircraft Hull & Liability Defense outside Limits	(X) Combined Single Limit \$200,000,000 each accident

s) Sedgwick TPA- US Gallagher Bassett Service TPA - Canada 03/01/2014-2015	Self Insured Retention Defense inside Limits and inside SIR	Aggregate applicable to Batch Clause Losses only \$15,000,000 Each & Every Occurrence \$15,000,000 Aggregate Excess of items j), k) & l) above.

t) New Hampshire Insurance Company 03/01/2014-2015 Pol. # WC 049101884 (AK)	Employers Liability Defense outside Limits	Bodily Injury By Accident \$5,000,000 each accident Bodily Injury By Disease \$5,000,000 policy limit \$5,000,000 each employee

ORIGINAL POLICY

GAI 6012 (Ed. 06 97)

Policy No. UMB 1910640 -
Effective Date of Change 03/01/2014

POLICY CHANGES

NAMED INSURED AND ADDRESS: The Home Depot, Inc. See Named Insured Endorsement 2455 Paces Ferry Road NW Atlanta, GA 30339-1834	POLICY PERIOD: 12:01 A.M. Standard Time at the address of the Named Insured shown at left. From 03/01/2014 To 03/01/2015
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	AGENT'S NAME AND ADDRESS: Marsh USA, Inc. 3560 Lenox Road, Suite 2400 Atlanta, GA 30326

Insurance is afforded by company indicated below:

Great American Assurance Company
(A capital stock corporation)

It is hereby understood and agreed effective 03/01/2014, the following is added as per attached:

1. Amendment of Limits of Insurance, GAI6011

Change Endorsement No. 3

FORMS AND ENDORSEMENTS hereby added: GAI6011

FORMS AND ENDORSEMENTS hereby amended:

FORMS AND ENDORSEMENTS hereby deleted:

Countersigned 2/11/15
Date

By 
Authorized Representative



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GAI 6011
(Ed. 06 97)

GENERAL ENDORSEMENT

Amendment of Limits of Insurance

This policy is amended as follows:

Part H. is added to Section II- Limits of Liability

H. For the purposes of this policy, all Loss arising out of the same "Event" and all "Interrelated Events" shall be deemed one Loss (whether or not such Event gives rise to Loss which is covered under more than one coverage provided by this policy) and such Loss shall be deemed to have originated in the earliest Annual Period in which such "Event" occurs.

The Company's maximum liability for each Loss, whether covered under one or more coverages provided by this policy, shall be the Limit of Liability for each Loss set forth in Item 4 of the Declarations. The Company's maximum liability for all Loss occurring during any Annual Period shall be the Limit of Liability for each Annual Period set forth in Item 4 Limits of Insurance of the Declarations. The Company's maximum applicable aggregate liability under this policy for all Loss Occurring during the Policy Period shall be the Limit of Liability for the Policy Period set forth in Item 4 of the Declarations.

Parts BB. and CC. are added to Section V- Definitions

BB. Interrelated Event means all Events that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of causally connected facts, circumstances, situations, events, transactions or causes.

CC. Event means Bodily Injury, Property Damage, Personal Injury or Advertising Injury occurring during the Policy Period, caused by an Occurrence to which this insurance applies.

ORIGINAL POLICY

GAI 6012 (Ed. 04 10)

Policy No. UMB 1910640 -
Effective Date of Change 03/01/2014

POLICY CHANGES

NAMED INSURED AND ADDRESS: The Home Depot, Inc. See Named Insured Endorsement 2455 Paces Ferry Road NW Atlanta, GA 30339-1834	POLICY PERIOD: 12:01 A.M. Standard Time at the address of the Named Insured shown at left. From 03/01/2014 To 03/01/2015
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	AGENT'S NAME AND ADDRESS: Marsh USA, Inc. 3560 Lenox Road, Suite 2400 Atlanta, GA 30326

Insurance is afforded by company indicated below:

Great American Assurance Company

(Each a capital stock corporation)

It is hereby understood and agreed effective 03/01/2014, the following amendments are made to the policy:

1. Batch Clause Endorsement, GAI6011, is deleted and replaced as per attached.
2. Maintenance Self-Insured Retention Endorsement, GAI6011, is deleted and replaced as per attached.

Change Endorsement No. 2

FORMS AND ENDORSEMENTS hereby added: GAI6011; GAI6011

FORMS AND ENDORSEMENTS hereby amended:

FORMS AND ENDORSEMENTS hereby deleted: GAI6011; GAI6011

ORIGINAL POLICY



Administrative Offices
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GAI 6011
(Ed. 06 97)

GENERAL ENDORSEMENT

BATCH CLAUSE ENDORSEMENT

All damages arising out of one lot of "Your Products" prepared or acquired by the "Insured" or by another trading under the "Insured's" name shall be deemed as arising out of one occurrence resulting from a single incident, regardless of the number of claimants, suits, or events.

For the purposes of this definition, one lot of goods or products means "Your Products" subject to substantially the same error or defect.

Event means Bodily Injury, Property Damage, occurring during the Policy Period, caused by an Occurrence to which this insurance applies.



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GAI 6011
(Ed. 06 97)

GENERAL ENDORSEMENT

MAINTENANCE SELF-INSURED RETENTION ENDORSEMENT

This policy is amended as follows:

Item 5. of the Declarations is amended to include the following Self-Insured Retention:

\$25,000,000 Each Occurrence applicable to US including its territories and possessions, including but not limited to PR, USVI, GUAM Commercial General Liability- including Products Completed Operations and Employee Benefits Liability, and Canada Commercial General Liability including Products Completed Operations, Employee Benefits, and Non Owned Auto

Or

\$25,000,000 Each Occurrence/ \$25,000,000 Aggregate Per Batch with respects to Batch Clause

Section II. LIMITS OF INSURANCE paragraph E. and G. is deleted in their entirety and replaced by the following:

If the total applicable limits of the Schedule of Underlying Insurance and any applicable Other Insurance are reduced or exhausted by the payment of Loss to which this endorsement applies, we will:

1. In the event of reduction, pay in excess of the remaining total applicable limits of the Schedule of Underlying Insurance and any applicable Other Insurance or the Self-Insured Retention, whichever is greater. The Self-Insured Retention will apply per Occurrence, except for Batch Clause related losses as marked above; and
2. In the event of exhaustion of the Schedule of Underlying Insurance and any applicable Other Insurance and then subsequently the exhaustion of the Self-Insured Retention, continue in force as underlying insurance. The Self-Insured Retention will apply per Occurrence, except for Batch Clause related losses as noted above

Coverage under this endorsement will not apply unless and until any "Insured" or an "Insured's" underlying insurer is obligated to pay the Retained Limit.

When the amount of loss has finally been determined, we will promptly pay on behalf of the "Insured" the amount of loss falling within the terms of this policy.

ORIGINAL POLICY



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GAI 6011
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GENERAL ENDORSEMENT

MAINTENANCE SELF-INSURED RETENTION ENDORSEMENT (CONTINUED)

The Insured will promptly reimburse us for any amount within the Self-Insured Retention advanced by us at our discretion on behalf of any "Insured".

Defense expenses will erode the Self-Insured Retention.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.