

CONNECT WITH CERTIFIED CONTRACTORS: YOUR INSURANCE JUST GOT BETTER!

Reduce the Risk from Property Repairs and Remodels

Whenever you repair or remodel your home or building there are risks. Especially if you hire an uninsured, unlicensed contractor to do the work, opening the door to lawsuits and third-party liability.



WITH DISTINGUISHED, YOU GET SEDGWICK REPAIR SOLUTIONS

Mitigate risk and protect your assets with Sedgwick Repair Solutions. Built-in to your Distinguished Programs membership, Sedgwick offers you access to a nationwide network of trusted contractors whose insurance policies have been verified current, comprehensive and complete. In addition, each property owner is assigned a personal concierge as a dedicated single point of contact to quickly address questions or concerns.

What's more, Sedgwick's unique Iron Clad Warranty™ program guarantees the contractor's labor and workmanship. Roofs, siding and gutters – 5 years for replacements and 1 year for repairs; General contracting – 3 years on replacements and repairs. If something happens to the contractor before the warranty ends, Sedgwick assumes the remainder of the warranty period.



To Mitigate Your Liability Risks, Connect with the Right Contractor
CALL SEDGWICK REPAIR SOLUTIONS AT 800.587.4243

TRUSTED CONTRACTORS, PROPERLY LICENSED AND INSURED TO ELIMINATE RISK

Avoid the iffy results and outright nightmares that search engines and unverifiable testimonials can lead to. Licensed and vetted, credentialed and prescreened, the local contractors recruited by Sedgwick represent the very best in the industry. You'll be put in touch with a prequalified, insured professional skilled in the services you need at a fair price.

- General contracting services
- Consulting services
- Remodeling, reconstruction and repair
- Sidewalk repair
- Water damage restoration
- Mold restoration
- Siding and gutter work
- Fire/smoke restoration
- Roof repair
- 24-hour emergency response



STEP 1

General contracting or repair work is needed. Call Sedgwick and have your Distinguished Programs certificate number handy.



STEP 2

Sedgwick representative provides relevant local contractor(s) to review the project.



STEP 3

Contractor reviews the project scope and submits a bid.



STEP 4

You review the bid and decide whether to hire contractor, or go with someone else.



STEP 5

If you select a Sedgwick recommended contractor, Sedgwick benefits kick in.

“Service was exceptional. Neighbors weren't so lucky and are still waiting on contractors. Very pleased with service.”

Hampton - Texas

“The contractor was impeccable! There should have been a 1-50 scale because I would have given a 50. Sedgwick was wonderful!”

Jadhon - New York

“The contractors were amazing and very professional. They made sure that everything was renovated and went the extra mile to make sure that my plants were not destroyed.”

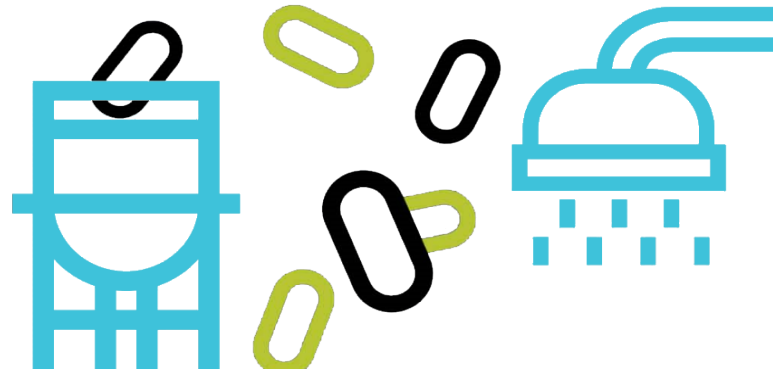
Amalu - Arizona

MANAGING RISK: PREVENTING LEGIONELLA

What's at risk?

Legionella is a type of bacterium found naturally in fresh water. When people are exposed to the bacterium, it can cause illness (Legionnaires' disease and Pontiac fever). This bacterium grows best in warm water, like the kind found in:

- Hot tubs
- Cooling towers
- Hot water tanks
- Large plumbing systems
- Decorative fountains



People are exposed to Legionella when they breathe in a mist or vapor (small droplets of water in the air) containing the bacteria. Each year, 8,000–18,000 people in the United States are hospitalized with Legionnaires' disease. According to the U.S. Centers for Disease Control and Prevention, between 5% and 30% of those afflicted with the disease die.

What are your legal obligations?

More than 120 people in the South Bronx contracted Legionnaires' disease between early July and early August 2015, 12 of whom died. A hotel cooling tower was implicated in the outbreak.

Property owners and managers have a common law duty to exert a high level of care for its employees and visitors to its facilities. Legionella has the potential to surface at any building. Many facilities harbor the bacteria in small quantities without issue, but maintaining proper standards and preventative maintenance of cooling towers and plumbing systems is imperative to keep legionella at bay and help lower risk of an outbreak.

Ongoing testing and upkeep is essential as there is no water treatment and maintenance system guaranteed to fully and permanently eradicate the organism.

If your property resides in New York the NYSDOH put in place emergency regulations, which are directed towards owners of cooling towers, hospitals and residential health care facilities.

How can you better protect your organization?

For some suggestions designed to assist you in developing sound policies and procedures for your organization, please turn this document over and review the attached checklist.

CHECKLIST: CONTROLLING EXPOSURES TO LEGIONELLA

- Disinfect cooling towers regularly. At a minimum twice-yearly washout and cleaning programs should be in place, including oxidizing disinfections.
- Disinfect ice storage chests in ice machines regularly.
- Store domestic hot water at 140°F and deliver it at a minimum of 122°F. High temperatures effectively kill the bacteria. Unfortunately, even a few degrees below 122°F, legionella thrives and multiplies quickly, so it's imperative that temperatures stay in a safe range.
- If cold water tanks are located in direct sunlight insulate them in order to keep temperatures below 68; avoid locating them in sunlight if possible.
- Maintain anti-corrosion and scale prevention programs. Legionella thrives in scale and mineral deposits in water lines – especially warm water lines – so be sure that those lines remain clean. Use scale inhibitors where appropriate.
- Install and maintain high-efficiency mist eliminators on cooling towers. According to early reports, it appears that those who contracted the disease were not in the impacted buildings at all, rather they were exposed to the mist that rained down to the street from the cooling towers.
- Adopt a comprehensive water treatment program and Maintain stringent recording policies to ensure preventative measures are taken in a timely manner. This can include activities like cleanings, biocide addition, etc.
- Control pH levels; pH between 5.0 and 8.5 are most at risk and regularly check the cooling tower for evidence of biofouling (accumulation of microorganisms, plants, algae, or animals on wetted surfaces). Legionella often use common amoebae or protozoa as host organisms, so by controlling the overall microbiological population, you can inhibit legionella growth.
- Create an interdisciplinary response team. Responding to Legionella and other infectious waterborne pathogens found in your water system requires a team effort. This team should include someone in your organization with knowledge of safety and health issues, your water treatment company representative, a laboratory with Legionella expertise, and a Legionella risk management professional. The team can provide a proactive plan for prevention as well as develop an emergency action plan to follow if needed.

New York State Department of Health Emergency Regulations:

The NYSDOH put in place emergency regulations, effective August 17, 2015 which were directed towards owners of cooling towers, hospitals and residential health care facilities all across New York State. The NYSDOH regulations are a more stringent than the NYC order and require:

- Registration of cooling towers.
- Samples to be obtained from the cooler tower and analyzed for Legionella cultures.
- Disinfection and treatment for the cooler tower depending on sampling results.
- Certification to be completed annually indicating that the cooling tower has been inspected, tested, cleaned and disinfected. Implementation of an annual maintenance program including routine sampling and analysis.

UMBRELLA DIRECT CLAIMS REPORTING INSTRUCTIONS
PREMIER HOSPITALITY INSURANCE GROUP, INC.
PURCHASING GROUP

- Email all claim documents directly to the applicable umbrella insurers (see the Members' *Certificate of Coverage* for a list of participating insurers) at the appropriate email addresses listed below.
- Submit a complete first notice of loss (ACORD Notice of Loss form or equivalent) that includes the following information: Insured Name, Date of Loss, Location address, Claimant's name, and description of the loss.
- Please attach a copy of the *Certificate of Coverage* to the Notice of Loss which lists the policy numbers in order for the insurer to verify coverage.
- Attach all other pertinent documents including, but not limited to, Summons & Complaint, Incident Reports, and Policy Reports.
- Where available, provide the primary insurer's contact information including Insurer Name, Policy #, Claim #, Adjuster's name, and phone number.

Reporting Criteria:

The following types of claims require notification to all layers:

1. Death
2. Paralysis, paraplegia, or quadriplegia
3. Loss of eye(s) or limb(s)
4. Loss or impairment of eyesight or hearing
5. Spinal cord or brain injury
6. Dismemberment or amputation
7. Sensory organ or nerve injury or neurological deficit
8. Burns over 50% of the body
9. Severe scarring must be reported
10. Sexual assault or battery, including but not limited to, rape, molestation, or sexual abuse
11. Substantial disability or disfigurement
12. Any class action
13. Any injury to a minor child
14. With estimated damages exceeding 50% of the underlying limits

Claims Reporting Contacts

Insurer	Contact Information
ACE Property & Casualty Ins. Co./Illinois Union P.O. Box 5103, Scranton, PA 18505-0510	Email: CasualtyRiskExcessFirstNotice@Chubb.com Fax: 866-635-5687
Markel Claims P.O. Box 2009, Glen Allen, VA 23058-2009	Email: newclaims@markelcorp.com Fax: 855-662-7535 Phone: 800-362-7535
StarStone National Insurance Company & StarStone Specialty Insurance Company	Email: Claims@StarStone.com
Allied World Assurance Company Attn. To: Claims Department 199 Water Street, 29 th Floor, New York, NY 10038	Email: AWACUS.GeneralCasualtyClaims@awac.com Fax: 646-794-0811
Navigators Ins. Co. Attn. To: Claims Department 83 Wooster Heights Road, Danbury, CT 06810	Email: newloss@navg.com

You will receive an acknowledgement from all applicable Insurers within 72 hours of receipt.

PREMIER HOSPITALITY INSURANCE GROUP, INC. A
DELAWARE RISK PURCHASING GROUP

COMMERCIAL UMBRELLA AND EXCESS LIABILITY
MASTER INSURANCE POLICIES COMBINED

Combined Limit: \$55,000,000

PARTICIPATING INSURERS:

ACE Property and Casualty Insurance Company

Lead Umbrella Limit: \$10,000,000

Markel American Insurance Company

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

StarStone National Insurance Company

Excess Liability Limit: \$5,000,000 Excess \$25,000,000

Allied World Specialty Insurance Company

Excess Liability Limit: \$10,000,000 Excess \$30,000,000

Navigators Insurance Company

Excess Liability Limit: \$15,000,000 Excess \$40,000,000

IMPORTANT NOTICE:

A "CERTIFICATE OF COVERAGE" IS ISSUED TO MEMBERS OF THE PURCHASING GROUP AS EVIDENCE OF INSURANCE.

Refer to the Certificate of Coverage for the applicable Limit of Liability, Participating Insurers, Coverage Period, and any other Terms, Conditions and Exclusions that may apply in addition to those stated in the actual policies.

**CERTIFICATE OF COVERAGE
UMBRELLA AND EXCESS LIABILITY INSURANCE**

Certificate Number	Participating Insurance Company	Master Policy Number
PUMB23-A-G27677162	See Below	See Below

PREMIER HOSPITALITY INSURANCE GROUP, INC.
A Delaware Risk Purchasing Group

Purchasing Group Member and Mailing Address:

Antlers Condominium Association, Inc
680 West Lionshead Place
Vail, CO 81657

Other Named Insured(s): See Member Endorsement.

Coverage Period: 01/01/2024 to 01/01/2025

12:01 AM a.m. Standard Time at the Mailing Address of Purchasing Group Member as stated herein.

APPLICABLE LIMITS OF INSURANCE AND PARTICIPATING INSURERS:

COMBINED LIMIT OF LIABILITY: \$55,000,000 EACH OCCURRENCE AND AGGREGATE AS APPLICABLE

Lead Insurance	Policy Number	Limits of Insurance
ACE Property and Casualty Insurance Co.	G28970304 001	\$10,000,000 Each Occurrence \$10,000,000 General Aggregate \$10,000,000 Products - Completed Operations Aggregate \$250,000 Catastrophe Management

Excess Insurance

Markel American Insurance Company	DPHX002023	\$15,000,000 Each Occurrence and Aggregate Excess of \$10,000,000
StarStone National Insurance Company	D85797231ALI	\$5,000,000 Each Occurrence and Aggregate Excess of \$25,000,000
Allied World Specialty Insurance Company	0313-7704	\$10,000,000 Each Occurrence and Aggregate Excess of \$30,000,000
Navigators Insurance Company	NY23EXCZODV1PIV	\$15,000,000 Each Occurrence and Aggregate Excess of \$40,000,000

SCHEDULE OF UNDERLYING INSURANCE LIMITS OF LIABILITY:

See Member Endorsement

FORMS AND ENDORSEMENTS:

See Master Policy No. G28970304 001; and reference Forms and Endorsements Schedule on the Excess Insurance Policies

ADDITIONAL ENDORSEMENTS, EXTENSIONS, EXCLUSIONS, OR EXCEPTIONS:

Attached to Policy No. G28970304 001. See Member Endorsement

THE MASTER INSURANCE POLICY(IES) STATED ABOVE IS (ARE) ISSUED TO PREMIER HOSPITALITY INSURANCE GROUP, INC., A DELAWARE RISK PURCHASING GROUP. THE INSURANCE APPLIES TO THE PURCHASING GROUP MEMBER(S) NAMED ABOVE AND IS GOVERNED BY AND SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF THE MASTER POLICY(IES) AND ATTACHED MEMBER ENDORSEMENT.

UNDERLYING INSURANCE REQUIREMENTS:

IT IS WARRANTED BY THE PURCHASING GROUP MEMBER AND/OR THEIR PRODUCER THAT THE UNDERLYING INSURANCE MEETS OR EXCEEDS THE MINIMUM REQUIREMENTS AS SHOWN IN SCHEDULE OF UNDERLYING INSURANCE.

Date Issued: 01/28/2024

Authorized Signature:



Member Endorsement
For Purchasing Group Members
Commercial Umbrella Liability Insurance

Premier Hospitality Insurance Group, Inc., a Delaware Risk Purchasing Group

c/o 3H Corporate Services, LLC
 1201 N. Orange Street, Suite 710
 Wilmington, DE 19801-1186

The Master Insurance Policy referenced herein is issued to Premier Hospitality Insurance Group Inc., a Delaware Risk Purchasing Group. The insurance applies to the Insured Member shown below and is governed by and subject to all the terms, exclusions and conditions of the Master Policy and this Member Endorsement.

Master Endorsement Number: 27677162

Policy Period: 01/01/2024 to 01/01/2025 12:01 AM a.m.

Standard Time at the Address of the Insured Member as stated herein.

Previous Member Endorsement Number:

Master Policy Number: G28970304 001

Insurer: ACE Property and Casualty Insurance Company

Insured Member and Address

Antlers Condominium Association, Inc
 680 West Lionshead Place
 Vail, CO 81657

Producer Name and Address

Distinguished Programs Insurance Brokerage LLC
 1180 Avenue of the Americas 16th Floor
 New York, NY 10036

Commercial Umbrella Liability - Limits of Insurance

\$10,000,000 Each Occurrence

\$10,000,000 General Aggregate

\$10,000,000 Products Completed-Operations Aggregate
 \$250,000 Catastrophe Management

\$0 Self-Insured Retention

\$250,000 Fungi Self-Insured Retention
 (applicable per claimant) – New York State

Schedule of Underlying Insurance for Insured Member

General Liability

Insurer: Federal Insurance Company
 Policy No.: 3608-09-16 WUC
 Policy Period: 01/01/2024 to 01/01/2025
 Occurrence Coverage
 GL Policies covering more than one location must contain a Per Location Aggregate endorsement.

Limits of Insurance

\$1,000,000 Each Occurrence
 \$2,000,000 General Aggregate
 \$2,000,000 Products/Compl Ops Agg
 \$1,000,000 Personal & Advertising Injury

Automobile Liability

Insurer: Artisan & Truckers Casualty Company
 Policy No.: 976007786
 Policy Period: 01/01/2024 to 01/01/2025
 Occurrence Coverage

Limits of Insurance

\$1,000,000 BI & PD Combined Limit

Employers Liability

Insurer: Not Covered
 Policy No.: Not Covered
 Policy Term: Not Covered

Employee Benefits Liability

Insurer: Not Covered
 Policy No.: Not Covered
 Policy Term: Not Covered

Liquor Law Legal Liability

Limits of Insurance



Insurer: Federal Insurance Company
Policy No.: 3608-09-16 WUC
Policy Period: 01/01/2024 to 01/01/2025
Occurrence Coverage

\$1,000,000 Each Common Cause
\$2,000,000 Aggregate

Garagekeepers Legal Liability

Insurer: Not Covered
Policy No.: Not Covered
Policy Term: Not Covered

Uninsured/Underinsured Motorist Liability

Insurer: Not Covered
Policy No.: Not Covered
Policy Term: Not Covered

Directors & Officers Liability

Insurer: Cincinnati Insurance Company
Policy No.: EMO 060 06 68
Policy Period: 01/01/2024 to 01/01/2025
Occurrence Coverage

Limits of Insurance

\$2,000,000 Aggregate Each Policy Year

All underlying carriers must be rated A-VI or better by A.M. Best, except for underlying Employers Liability carriers, which must be rated B++ VI or better by A.M. Best, unless a specific exception is granted by the underwriter.



Schedule of Locations for Insured Member

Loc # 1: Antlers Condo, 680 West Lionshead Place, Vail, CO 81657 USA

Schedule of Named Insureds for Insured Member

Antlers Condominium Association, Inc

The coverage provided to Insured Member under the Master Policy and this Member Endorsement is further modified as provided by the Forms and Endorsements shown in the Schedule below:

Title/Form Number

Designated Prem/Proj Limitation Endt (XS-20798 08 06)

Date Issued: 01/28/2024

Authorized Signature:

THIS PARTICIPATION AGREEMENT AND DISCLOSURE STATEMENT MUST BE PROVIDED BY YOU TO THE INSURED PRIOR TO BINDING ANY COVERAGE.

PARTICIPATION AGREEMENT AND DISCLOSURE STATEMENT

Premier Hospitality Insurance Group, Inc. ("Purchasing Group") is a purchasing group as defined in the federal Risk Retention Act Amendments of 1986, and is organized under the laws of the state of Delaware. The Purchasing Group, through authorized brokers, is authorized to purchase insurance for its members (real estate property owners, managers and other controlling interests). The broker purchases master policies of insurance on behalf of the Purchasing Group and its members. The cost of obtaining these policies includes premiums, commissions paid to agents or brokers, fees to third-party claims adjusters and claims payment services, and general administration fees and expenses, including fees paid to the Purchasing Group Manager, which performs various services, including clerical, accounting and statistical services. Purchasing Group's officers or designees may at their discretion allocate such costs associated with obtaining and administering these policies among the members of the Purchasing Group. For example, because some insurers charge a "flat premium" per Member for covering all Purchasing Group Members, in years where the Program either attracts more members than originally budgeted, or for other reasons, the Program can receive "excess premium." In other years, the Program may attract fewer members than budgeted, in which case there may be a deficit, that will have to be made up by the Purchasing Group. Accordingly, the Purchasing Group Officers or their designees must be authorized to retain any "excess premium" to be used to pay a shortfall in another Program Year, or to allocate some of the excess premium to reduce the total premium cost for Members in a particular Program Year, all at the discretion of the Purchasing Group's Officers or their designees. At no time will any excess premium be used to personally benefit any Purchasing Group Officer or their family or affiliates. All such premiums, commission, fees and expenses are non-auditable. By accepting the insurance offered in the Proposal or Certificate, incorporated with this document by reference, the individuals and/or entity(s) identified in the "Named Insured" schedule (hereafter, "Member") becomes a Member of Purchasing Group and agrees to participate in the insurance program offered by Purchasing Group through its authorized insurance broker.

Member hereby acknowledges that the cost to Purchasing Group for securing the insurance policies on behalf of its members includes the premiums, commissions, and the administrative and management fees and expenses referred to above ("Program Costs"). Member (i) understands that the quoted amount payable by the Member includes its share of these Program Costs, as allocated by Purchasing Group's officers or designees, and (ii) agrees to pay its share of these Program Costs, stated in the quotation or invoice, as a condition of membership in the Purchasing Group. Member further acknowledges that the Program Costs may also include taxes and fees assessed by applicable states.

As a member of Purchasing Group, Member shall be entitled to participate in the insurance program offered by Purchasing Group, through its authorized broker, and shall have an opportunity with all other members to apply for and purchase insurance coverages offered on behalf of Purchasing Group. Except as otherwise specified in this document, Member shall have no rights regarding the general governance of Purchasing Group and shall not have or succeed to any voting rights with respect to the corporate affairs of Purchasing Group.

DESIGNATED PREMISES OR PROJECT LIMITATION ENDORSEMENT

Named Insured Antlers Condominium Association, Inc			Endorsement Number 001
Policy Symbol XOO	Policy Number PUMB23-A-G27677162	Policy Period 1/1/2024 to 1/1/2025	Effective Date of Endorsement 1/1/2024
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

This insurance only applies to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule and operations necessary or incidental to those premises; or
2. The project shown in the Schedule.

SCHEDULE

Premises:

Antlers Condo: 680 West Lionshead Place, Vail, CO 81657 USA

Project:



Authorized Representative

**Premier Hospitality Insurance Group, Inc.
A Delaware Purchasing Group**

**Commercial Umbrella and Excess Liability
Master Insurance Policy**

**Limit of Liability:
\$10,000,000**

**Issued By:
ACE Property and Casualty Insurance Company**

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PURCHASING GROUP AS EVIDENCE OF INSURANCE.

Refer to the Certificate of Coverage for the applicable Limit of Liability, Participating Insurers, Coverage Period, and any other Terms, Conditions and Exclusions that may apply in addition to those stated in the actual policy or policies.

Commercial Umbrella Liability Policy





ace group

Declarations ACE Umbrella PlusSM Commercial Umbrella Liability Policy

Policy Symbol: XOO		Previous Policy Symbol: New
Policy Number: G28970304 001		Previous Policy Number: New
COVERAGE IS PROVIDED IN THE COMPANY SHOWN BELOW ACE Property and Casualty Insurance Company		
Named Insured and Address Premier Hospitality Insurance Group, Inc. c/o 3H Corporate Services, LLC 1201 N. Orange Street, Suite 710 Wilmington, DE 19801-1186		Producer Name and Address Distinguished Programs Insurance Brokerage LLC 11245 SE 6th St., Suite 100 Bellevue, WA 98004 PRODUCER CODE Z02124
Policy Period: From 04/01/2023 to 04/01/2025		12:01 A.M Standard Time at the Address of the Named Insured as stated herein
Limits of Insurance		
\$ 10,000,000 Each Occurrence \$ 10,000,000 General Aggregate \$ 10,000,000 Products Completed-Operations Aggregate \$ 0 Self-Insured Retention		
Annual Premium		
\$ <u>On File with the Company</u> Premium		\$ <u>On File with the Company</u> . Terrorism Premium included in Annual Premium
\$ <u>On File with the Company</u> for State Surcharge		
\$ <u>On File with the Company</u> Premium, including all Surcharges and Assessments		
Policy Period Premium		
\$ <u>On File with the Company</u> Premium		\$ <u>On File with the Company</u> Terrorism Premium included in Annual Premium
\$ <u>On File with the Company</u> for State Surcharge		
\$ <u>On File with the Company</u> Premium, including all Surcharges and Assessments		

Schedule of Underlying Insurance

Refer to the attached Schedule of Underlying Insurance, which forms a part of this Policy's Declarations.

Endorsements and Forms

Refer to the attached Schedule of Endorsements for the forms and endorsements forming this policy at inception.



Schedule of Forms and Endorsements

NAMED INSURED Premier Hospitality Insurance Group, Inc.	POLICY NUMBER G28970304 001	POLICY PERIOD 04/01/2023 to 04/01/2025
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Endorsement Number	Form Number - Edition Date	Title
001	TRIA11c (01/15)	Terrorism – Disclosure Pursuant to Terrorism Risk Insurance Act
002	TRIA-11cMA (01/15)	Disclosure Pursuant to Terrorism Risk Insurance Act - Massachusetts
003	TRIA-22a (01/15)	Missouri Disclosure Pursuant to Terrorism Risk Insurance
	ALL-4X07 (07/96)	Alaska Policyholder Notice
	ALL-2Y31b (11/09)	Arkansas Notice to Policyholders
	ALL-22368 (06/07)	Colorado Fraud Notice
	ALL-37505 (01/12)	Delaware Notice To Policyholders Regarding The Civil Union and Equality Act
	ALL-5X45 (11/96)	FL, MO, TN - Questions about your Insurance
	ALL-18653d (07/14)	Illinois - Questions About Your Insurance
	ALL-34772 (11/11)	Illinois Notice To Policyholders
	ALL-30152 (07/10)	Important Information to Idaho Policyholders
	ALL-2Y81 (6/03)	Indiana Notice to Policyholders
004	ALL-25801a (04/12)	Kentucky Local Government Premium Tax Schedule
	XS-6W64b (05/09)	Maine – Policyholder Notice- "Specific" Exclusions
	ALL-2U78b (02/06)	Notice to Oklahoma Policyholders
	ALL-5S54 (07/92)	Pennsylvania Policyholders Notice
	XS-34019 (01/12)	Texas - Policyholder Notice - Specific Exclusions
	XS-1V48b (01/10)	Texas - An Important Message to Texas Policyholders
	ALL-7X47a (2/06)	Virginia Policyholders - Important Information
	ALL-38969 (08/12)	Wisconsin Important Notice
	ALL-5X51a (02/06)	Wisconsin Notice to Policyholders
	XS-22695a (08/09)	Declarations ACE Umbrella Plus
	XS-27991 (08/09)	Schedule of Forms and Endorsements
	XS-9u57b (08/09)	Schedule of Underlying Insurance
	XS-20835 (08/06)	ACE Umbrella Plus Commercial Umbrella Liability Policy
005	XS-43907 (12-14)	Access, Collection and Disclosure of Information and Electronic Data Exclusion – Limited Bodily Injury and Redefined Property Damage Exceptions with Retained Limit

006	XS-41442 (01/14)	Additional Insured Where Required by Agreement Endorsement Oral Agreement Permitted
007	XS-53966 (10/21)	Aircraft Exclusion - Total
008	XS-41459 (05/14)	Amended Bodily Injury Definition Redefined
009	XS-25998 (01/08)	Automobile Follow Form Endorsement
010	MS-1009560 (10/19)	Cannabis Exclusion with Jurisdictional Limitation
011	XS-20782 (08/06)	Cancellation Amendatory Endorsement
012	XS-25279a (08/09)	Cancellation Amendatory Endorsement - Missouri
013	XS-25287 (12/09)	Cancellation Amendatory Endorsement - Virginia
014	XS-22088 (04/07)	Catastrophe Management Endorsement
015	XS-30013 (06/10)	Commercial Umbrella Coverage Limitation Endorsement - No Broader Than Scheduled Underlying Insurance
016	XS-30061 (07/10)	Communicable Disease Exclusion
017	XS-30062 (07/10)	Communicable Disease Exclusion - Alaska
018	XS-53701 (06/20)	Communicable Disease Exclusion (Texas)
019	XS-48914 (03/17)	Condominium/Cooperative D&O Liability Limitation Endorsement Excludes Employment Practices
020	XS-54074 (04/20)	Construction Operations Exclusion (No Broader Than Scheduled Underlying Insurance)
021	XS-23632 (01/08)	Employee Benefit Plan Follow Form Endorsement
022	XS-26426 (02/09)	Employee Benefit Plan Limitation (Claims Made)
023	XS-25272 (04/09)	Employee Benefit Plan Limitation (Claims Made) – Illinois
024	XS-25261 (03/09)	Employee Benefit Plan Limitation (Claims Made) - North Carolina
025	XS-25278 (04/09)	Employee Benefit Plan Limitation (Claims Made) – Texas
026	XS-48915 (03/17)	Exclusion of Sub-limited Underlying Coverages
027	XS-48911 (02/17)	Fungi Exclusion (Habitational locations outside of NYS Except Condo Hotels) - No Broader Than Scheduled Underlying Insurance
028	XS-32666 (01/11)	Garagekeepers Legal Liability Amendatory Endorsement
029	XS-20753 (08/06)	Knowledge of Occurrence Endorsement
030	XS-30051 (07/10)	Lead Exclusion (Habitational built prior to 1980) - No Broader Than Scheduled Underlying Insurance
031	XS-26430 (02/09)	Marine Employers Liability Exclusion
032	XS-53968 (10/21)	Motorized Watercraft Exclusion
033	XS-20755 (08/06)	Non-Concurrence Endorsement (Recognizes Non-Concurrence)
034	XS-48912 (03/17)	Non-Employment Discrimination Follow Form Endorsement
035	XS-41448a (05/14)	Pollution (Hospitality) - Combination Exception Time Element and Named Peril (with Insured's Retained Limit)
036	XS-53960 (01/21)	Purchasing Group Amendatory Endorsement
037	XS-26431 (02/09)	Silica or Silica Related Dust Exclusion
038	XS-48916 (03/17)	Transfer of Rights of Recovery Against Others to Us

039	XS-23669b (01/15)	Terrorism – Cap on Losses from Certified Acts of Terrorism
040	XS-25294a (01/15)	Terrorism – Cap on Losses from Certified Acts of Terrorism - Ohio
041	XS-23501 (04/08)	Unintentional Failure to Disclose Endorsement
042	XS-48941 (06/17)	Unmanned Aircraft Exclusion
043	XS-34018 (01/12)	Unsolicited Communications Exclusion Amendment to Include FACTA
044	XS-15922a (11/14)	Alabama Changes - Cancellation, Nonrenewal, and State Required Conditions
045	ALL-5X26b (11/11)	Alaska Changes - Attorneys Fees
046	XS-1V10d (11/14)	Alaska Changes - Cancellation, Nonrenewal, and State Required Conditions
047	XS-1V11d (12/14)	Arizona Changes- Cancellation and Nonrenewal
048	XS-15921a (11/14)	Arkansas Changes- Cancellation, Nonrenewal, and State Required Conditions
049	XS-1V12c (11/14)	California Changes- Cancellation, Nonrenewal, and State Required Conditions
050	XS-1V13b (11/14)	Colorado Changes- Cancellation, Nonrenewal, and State Required Conditions
051	XS-1V14b (11/14)	Connecticut Changes- Cancellation, Nonrenewal, and State Required Conditions
052	XS-1V15b (11/14)	Delaware Changes- Cancellation, Nonrenewal, and State Required Conditions
053	XS-31640 (06/11)	District Of Columbia Changes – Legal Partner
054	XS-1V16b (11/14)	District Of Columbia Changes- Cancellation, Nonrenewal, and State Required Conditions
055	XS-1V17c (11/14)	Florida Changes- Cancellation, Nonrenewal, and State Required Conditions
056	XS-1V18c (02/15)	Georgia Changes- Cancellation, Nonrenewal, and State Required Conditions
057	XS-15923a (11/14)	Hawaii Changes- Cancellation, Nonrenewal, and State Required Conditions
058	XS-15924a (11/14)	Idaho Changes- Cancellation, Nonrenewal, and State Required Conditions
059	XS-21813 (02/07)	Illinois – Non-Accumulation Of Limits Endorsement
060	XS-1V19c (03/15)	Illinois Changes- Cancellation, Nonrenewal, and State Required Conditions
061	XS-608596 (02/97)	Indiana Amendatory Endorsement
062	XS-15925b (03/15)	Indiana Changes- Cancellation, Nonrenewal, and State Required Conditions
063	XS-15926a (11/14)	Iowa Changes- Cancellation, Nonrenewal, and State Required Conditions
064	XS-1V20b (11/14)	Kansas Changes- Cancellation, Nonrenewal, and State Required Conditions
065	XS-1V21b (11/14)	Kentucky Changes- Cancellation, Nonrenewal, and State Required Conditions
066	XS-1V23c (03/15)	Maine Changes- Cancellation, Nonrenewal, and State Required Conditions
067	XS-1V24b (09/09)	Maryland Changes- Cancellation, Nonrenewal, and State Required Conditions
068	XS-15927a (11/14)	Massachusetts Changes- Cancellation, Nonrenewal, and State Required Conditions
069	XS-606733b (06/11)	Michigan Amendatory Endorsement

070	XS-1V25c (11/15)	Michigan Changes- Cancellation, Nonrenewal, and State Required Conditions
071	XS-1V26b (11/14)	Minnesota Changes- Cancellation, Nonrenewal, and State Required Conditions
072	XS-1V27b (11/14)	Mississippi Changes- Cancellation, Nonrenewal, and State Required Conditions
073	XS-1V28b (11/14)	Missouri Changes- Cancellation, Nonrenewal, and State Required Conditions
074	XS-1V29b (11/14)	Montana Changes- Cancellation, Nonrenewal, and State Required Conditions
075	XS-1V30b (11/14)	Nebraska Changes- Cancellation, Nonrenewal, and State Required Conditions
076	XS-1V31b (11/14)	Nevada Changes- Cancellation, Nonrenewal, and State Required Conditions
077	ALL-25202 (08/08)	New Hampshire Changes - Civil Union
078	XS-1V32c (11/14)	New Hampshire Changes- Cancellation, Nonrenewal, and State Required Conditions
079	XS-1V49b (11/14)	New Jersey Changes- Cancellation, Nonrenewal, and State Required Conditions
080	XS-15928a (11/14)	New Mexico Changes- Cancellation, Nonrenewal, and State Required Conditions
081	XS-1V33b (11/14)	North Carolina Changes- Cancellation, Nonrenewal, and State Required Conditions
082	XS-1V34e (11/15)	North Dakota Changes- Cancellation, Nonrenewal, and State Required Conditions
083	XS-1V35d (03/15)	Ohio Changes- Cancellation, Nonrenewal, and State Required Conditions
084	XS-1V36e (11/14)	Oklahoma Changes- Cancellation, Nonrenewal, and State Required Conditions
085	ALL-22657a (10/12)	Oregon Changes - Domestic Partnership
086	XS-1V37b (11/14)	Oregon Changes- Cancellation, Nonrenewal, and State Required Conditions
087	XS-1V38b (11/14)	Pennsylvania Changes- Cancellation, Nonrenewal, and State Required Conditions
088	XS-5W03b (11/14)	Rhode Island Changes- Cancellation, Nonrenewal, and State Required Conditions
089	XS-15930b (11/14)	South Carolina Changes- Cancellation, Nonrenewal, and State Required Conditions
090	XS-1V39b (11/14)	South Dakota Changes- Cancellation, Nonrenewal, and State Required Conditions
091	XS-1V40b (11/14)	Tennessee Changes- Cancellation, Nonrenewal, and State Required Conditions
092	XS-1X60 (02/96)	Texas Changes - Claims Procedures
093	XS-1V41b (11/14)	Texas Changes- Cancellation, Nonrenewal, and State Required Conditions
094	XS-1V42b (11/14)	Utah Changes- Cancellation, Nonrenewal, and State Required Conditions
095	XS-1V44h (10/15)	Virginia Changes – Cancellation and Nonrenewal
096	XS-25363 (12/09)	Virginia State Amendatory Endorsement
097	XS-1V45c (11/14)	Washington Changes- Cancellation, Nonrenewal, and State Required Conditions
098	XS-25419 (09/10)	Washington State Amendatory Endorsement
099	XS-16113a (11/14)	West Virginia Changes- Cancellation, Nonrenewal, and State Required Conditions

100	XS-1V46b (11/14)	Wisconsin Changes- Cancellation, Nonrenewal, and State Required Conditions
101	XS-1V47b (11/14)	Wyoming Changes- Cancellation, Nonrenewal, and State Required Conditions
102	CC-1k11h (03/14)	Signature Endorsement
	ALL-20887 (10/06)	Producer Compensation Practices Notice
	IL P001 01 04	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders
	XS-54075 (03/20)	CHUBB Claims Loss Notification Form
	XS-22552 (06/07)	Catastrophe Management Policy Holder Notice



ace group

Schedule of Underlying Insurance

NAMED INSURED Premier Hospitality Insurance Group, Inc.	POLICY NUMBER G28970304 001	POLICY PERIOD 04/01/2023 to 04/01/2025
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POLICY TYPE	CARRIER & EFFECTIVE DATES	LIMIT AMOUNT	LIMIT TYPE COVERAGE TRIGGER DEFENSE TREATMENT RETRO ACTIVE DATE
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Commercial General Liability	Refer to Member Endorsement	\$1,000,000	Per Occurrence
		\$1,000,000	Products Completed Operations Aggregate
		\$1,000,000	Personal & Advertising Injury
		\$2,000,000	General Aggregate
		<input checked="" type="checkbox"/>	Defense Costs are in addition to the limits

Employee Benefits Liability (Claims Made)	Refer to Member Endorsement	\$1,000,000	Each Employee
		\$1,000,000	Aggregate Limit
			Retroactive Date: Refer to Member Endorsement

Employee Benefits Liability (Occurrence)	Refer to Member Endorsement	\$1,000,000	Each Claim
		\$1,000,000	Aggregate Limit

Liquor Legal Liability	Refer to Member Endorsement	\$1,000,000*	Each Common Cause
		\$1,000,000*	Aggregate Limit

Commercial Auto Liability	Refer to Member Endorsement	\$1,000,000	Combined Single Limit
Employers Liability (Coverage B)	Refer to Member Endorsement	\$500,000 \$500,000 \$500,000	Bodily Injury by Accident - Per Accident Limit Bodily Injury by Disease - Policy Limit Bodily Injury by Disease - Each Employee Limit
<p>In any jurisdiction, state or province where the amount of Employers Liability Insurance provided by the underlying insurer(s) is by law unlimited, the underlying Employers Liability limit(s) shown in the above schedule do not apply and no coverage shall be provided for Employers Liability under this policy.</p>			

Not for Profit Co-Op / Condo Directors & Officers Liability	Refer to Member Endorsement	\$1,000,000 \$1,000,000	Each Claim Each Aggregate Retroactive Date: Refer to Member Certificate
Garagekeepers Legal Liability	Refer to Member Endorsement	\$1,000,000 \$1,000,000	Comprehensive for Each Customers Auto for Loss Caused by Theft or Mischief or Vandalism Collision for Each Customers Auto

Foreign Commercial General Liability (DIC/DIL)	Refer to Member Endorsement	\$1,000,000	Per Occurrence
		\$1,000,000	Products Completed Operations Aggregate
		\$1,000,000	Personal & Advertising Injury
		\$2,000,000	General Aggregate
		<input checked="" type="checkbox"/>	Defense Costs are in addition to the limits
Foreign Commercial Auto Liability (DIC/DIL)	Refer to Member Endorsement	\$1,000,000	Combined Single Limit
Foreign Employee Benefits Liability (Claims Made) (DIC/DIL)	Refer to Member Endorsement	\$1,000,000	Each Employee
		\$1,000,000	Aggregate Limit
			Retroactive Date: Refer to Member Endorsement
Foreign Employee Benefits Liability (Occurrence) (DIC/DIL)	Refer to Member Endorsement	\$1,000,000	Each Claim
		\$1,000,000	Aggregate Limit
Foreign Employers Liability (Coverage B) (DIC/DIL)	Refer to Member Endorsement	\$500,000	Bodily Injury by Accident - Per Accident Limit
		\$500,000	Bodily Injury by Disease - Policy Limit
		\$500,000	Bodily Injury by Disease - Each Employee Limit
In any jurisdiction, state or province where the amount of Employers Liability Insurance provided by the underlying insurer(s) is by law unlimited, the underlying Employers Liability limit(s) shown in the above schedule do not apply and no coverage shall be provided for Employers Liability under this policy.			

Marine Operators Legal Liability	Refer to Member Certificate	\$5,000,000	Each Occurrence
		\$5,000,000	Aggregate Limit
Protection & Indemnity Liability	Refer to Member Certificate	\$5,000,000	Each Occurrence/Incident
		\$5,000,000	Aggregate Limit

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 001
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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 this endorsement or in the policy Declarations.

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% for year 2015, 84% beginning on January 2016; 83% beginning on January 1 2017, 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020 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 calendar year , the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

Cap On Insurer Participation In Payment Of Terrorism Losses

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

Terrorism Risk Insurance Act premium: On File with the Company

Authorized Representative

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT – MASSACHUSETTS

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 002
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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 this endorsement or in the policy Declarations.

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% for year 2015, 84% beginning on January 2016; 83% beginning on January 1 2017, 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020 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 calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

Cap On Insurer Participation In Payment Of Terrorism Losses

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

IMPACTED POLICY PROVISIONS

If a Certified Act of Terrorism is not covered by “underlying insurance” or any “other insurance” due to any exclusion or exclusions contained therein or because of the exhaustion of the aggregate limits of insurance, The Limits of Insurance of the Declarations will be amended accordingly to reflect a “retained limit”.

The Defense Provisions and Supplemental Payments section is amended to include language defining our obligations when no “underlying insurance” or “other insurance” is in effect and the “retained limit” applies. We will have no duty to defend until after the exhaustion of such “retained limit” by indemnity payments but we will have the right to associate.

Please refer to your policy endorsement for further explanation and clarification.

Terrorism Risk Insurance Act premium: **\$On File with the Company.**

Authorized Representative

MISSOURI - DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 003
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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 this endorsement or in the policy Declarations.

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% for year 2015; 84% beginning on January 2016; 83% beginning on January 1 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020 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 calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

Cap On Insurer Participation In Payment Of Terrorism Losses

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

Terrorism Risk Insurance Act premium: On File with the Company

NOTE: The premium above is for certain losses resulting from certified acts of terrorism as covered pursuant to coverage provisions, limitations and exclusions in this policy. You should read the definition in your policy carefully, but generally speaking, "certified" acts of terrorism are acts that exceed \$5 million in aggregate losses to the insurance industry and which are subsequently declared by the U.S. Secretary of the Treasury as a certified terrorist act under the Terrorism Risk Insurance Act. Some losses resulting from certified acts of terrorism are not covered. Read your policy and endorsements carefully.

Authorized Representative



ACE USA

An Important Notice To Our Alaska Policyholders

ALASKA DEPARTMENT OF COMMERCE AND ECONOMIC DEVELOPMENT DIVISION OF INSURANCE ATTORNEY FEES COVERAGE NOTICE A

THIS POLICY LIMITS COVERAGE FOR ATTORNEY FEES UNDER ALASKA RULE OF CIVIL PROCEDURE 82

In any suit in Alaska in which we have a right or duty to defend an insured in addition to the limits of liability, our obligation under the applicable coverage to pay attorney fees taxable as costs against the insured is limited as follows:

Alaska Rule of Civil Procedure 82 provides that if you are held liable, some or all of the attorney fees of the person making a claim against you must be paid by you. The amount that must be paid by you is determined by Alaska Rule of Civil Procedure 82. We provide coverage for attorney fees for which you are liable under Alaska Rule of Civil Procedure 82 subject to the following limitation:

We will not pay that portion of any attorney's fees that is in excess of fees calculated by applying the schedule for contested cases in Alaska Rule Civil Procedure 82(b)(1) to the limit of liability of the applicable coverage.

This limitation means the potential costs that may be awarded against you as attorney fees may not be covered in full. You will have to pay any attorney fees not covered directly.

For example, the attorney fees provided by the schedule for contested cases in Alaska Rule of Civil Procedure 82(b)(1) are:

- 20% of the first \$25,000 of a judgment;
- 10% of the amounts over \$25,000 of a judgment.

Therefore, if a court awards a judgment against you in the amount of \$125,000, in addition to that amount you would be liable under Alaska Rule of Civil Procedure 82(b)(1) for attorney fees of \$15,000, calculated as follows:

	20% of \$25,000	\$5,000	
	10% of \$100,000	\$10,000	
Total Award	\$125,000		Total Attorney Fees \$15,000

If the limit of liability of the applicable coverage is \$100,000, we would pay \$100,000 of the \$125,000 award, and \$12,500 for Alaska Rule of Civil Procedure 82(b)(1) attorney fees, as calculated as follows:

	20% of \$25,000	\$5,000	
	10% of \$75,000	\$7,500	
Total Limit of Liability	\$100,000		Total Attorney Fees Covered \$12,500

You would be liable to pay, directly and without our assistance, the remaining \$25,000 in liability plus the remaining \$2,500 for attorney fees under Alaska Rule of Civil Procedure 82 not covered by this policy.



Arkansas Notice To Policyholders

QUESTIONS ABOUT YOUR INSURANCE?

If you have questions about your insurance, need coverage information, or require assistance in resolving complaints, do not hesitate to contact either your insurance agent, or ACE USA, Customer Service Department, 436 Walnut Street, Philadelphia, PA 19106-3703, telephone 1-800-352-4462.

If we fail to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201
(501) 371-2640 or 800-852-5494

COLORADO FRAUD STATEMENT

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

DELAWARE NOTICE TO POLICYHOLDERS REGARDING THE CIVIL UNION AND EQUALITY ACT

Dear Policyholder:

This is to provide notice that, pursuant to the Delaware Insurance Department Domestic/Foreign Insurers Bulletin No. 46, this policy is in compliance with the Delaware Civil Union and Equality Act of 2011, 78 Del. Laws Ch. 22 (2011) (the "Act"). The Act, which becomes effective January 1, 2012, creates a form of legal union between two persons of the same sex who establish a civil union in accordance with the requirements of Delaware law.

The Act provides that parties to a civil union shall have all of the same rights, protections and benefits, and shall be subject to the same responsibilities, obligations and duties, under Delaware law as are granted to, enjoyed by, or imposed upon married spouses. The Act further provides that a party to a civil union shall be included in any definition or use of the terms "dependent", "family", "husband and wife", "immediate family", "next of kin", "spouse", "stepparent", "tenants by the entirety", and other terms, whether or not gender-specific, that denote a spousal relationship or a person in a spousal relationship, as those terms are used throughout Delaware law. For all purposes of Delaware laws that refer to marriage or marital status, other than Chapter 1 of Title 13 of the Delaware Code, parties to a civil union will be included in such reference.

In addition, the Act also automatically recognizes as civil unions, for all purposes of Delaware law, legal unions between two persons of the same sex, such as civil unions, marriages and domestic partnerships that are validly formed in jurisdictions other than Delaware and are substantially similar to Delaware civil unions.

The provisions of the Act apply for all purposes of Delaware law, whether derived from statutes, administrative rules or regulations, court rules, governmental policies, common law, court decisions, or any other provisions or sources of law, which includes the Insurance Code and all regulations and bulletins promulgated thereunder.



Questions About Your Insurance?

Answers to questions about your insurance, coverage information, or assistance in resolving complaints can be obtained by calling ACE USA, Customer Support Service Department, at 1-800-352-4462



QUESTIONS ABOUT YOUR INSURANCE?

Answers to questions about your insurance, coverage information, or assistance in resolving complaints can be obtained by contacting:

ACE Customer Support Services Department:
436 Walnut Street
Philadelphia, Pennsylvania 19106-3703

Telephone Number: 1-800-352-4462
Email: ACEUSCustomerServices@ACEgroup.com

The **Illinois Department of Insurance** may also be contacted for assistance. Insurance analysts are available to answer general questions by phone at our toll-free Consumer Assistance Hotline (866) 445-5364. **However, complaints must be submitted in writing.**

How to file a complaint with the Insurance Department:

Complaints may be submitted in the following ways:

- On-line at <https://insurance.illinois.gov/applications/ComplaintForms/default.aspx> and by following the instructions posted.
- By fax: (217) 558-2083
- By email at consumer_complaints@ins.state.il.us
- By mail: 320 W. Washington St. Springfield, IL 62767 or 122 S. Michigan Ave., 19th Floor, Chicago, Illinois 60603

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

Dear Policyholder:

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

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



Important Information to Idaho Policyholders Regarding Your Insurance

In the event you need to contact someone about this insurance for any reason please contact your agent. If no agent was involved in the sale of this insurance, or if you have additional questions you may contact the insurance company issuing this insurance at the following address and telephone number

ACE INA Companies
Customer Support Service Department
436 Walnut Street
PO Box 1000
Philadelphia, PA 19106-3703
1-800-352-4462

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Idaho Department of Insurance at:

Idaho Department of Insurance
Consumer Affairs
700 W. State Street, 3rd Floor
PO Box 83720
Boise, ID 83720-0043

1-800-721-3272 or www.DOI.Idaho.gov

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company or the Idaho Department of Insurance, have your policy number available.



Indiana Notice To Policyholders

We are here to serve you....

As our policyholder, your satisfaction is very important to us. If you have a question about your policy, if you need assistance with a problem, or if you have a claim, you should first contact your insurance agent.

If you are unable to reach your agent, or if you wish to contact us directly, please call our Customer Services Department at 1-800-352-4462. Should you have a valid claim, we fully expect to provide a fair settlement in a timely fashion.

Should you feel you are not being treated fairly with respect to a claim, you may also contact the Indiana Department of Insurance with your complaint.

To contact the Department, write or call:

Consumer Services Division
Indiana Department of Insurance
311 West Washington Street, Suite 300
Indianapolis, IN 46204-2787
317-232-2395 or 1-800-622-4461

Kentucky Local Government Premium Tax Schedule

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 004
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The tax amount shown on the Declarations for the Kentucky Local Government Premium Tax is the sum of the tax amounts for each taxing jurisdiction shown below. Each tax amount includes the tax prescribed by the State of Kentucky in accordance with KRS 91A.080 and a collection fee pursuant to KRS. 91A.080(4) and 806 KAR. 2:090.

Taxing Jurisdiction

On File with the Company

Tax Amount

On-File-with-the Company

Authorized Representative

POLICYHOLDER NOTICE - "SPECIFIC" EXCLUSIONS – MAINE

The Maine Bureau of Insurance requires that policies containing certain exclusionary language be specifically pointed out to our policyholders. In compliance with this provision, this notice is to advise you that the items designated by an X preceding the appropriate provision below are exclusions that are contained in your policy. THESE ARE NOT ALL OF THE EXCLUSIONS CONTAINED IN YOUR POLICY, BUT ONLY THOSE SPECIFICALLY REQUIRED BY THE MAINE BUREAU OF INSURANCE TO BE BROUGHT TO YOUR ATTENTION.

This insurance does not apply:



To any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to pollution, however caused.

Pollution includes the actual, alleged or potential presence in or introduction into the environment of any substance, including pollutants, if such substance has or is alleged to have the effect of making the environment impure, harmful, or dangerous. Environment includes any air, land, structure or the air therein, watercourse or water, including under- ground water.

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



To any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to the toxic properties of lead or lead containing products, materials or substances. This exclusion applies to all forms of lead, including but not limited to solid, liquid, vapor and fumes.

Please refer to **SECTION II (EXCLUSIONS) - WHAT IS NOT COVERED BY THIS POLICY** for the above provision(s).

Acknowledgement: _____
Signature of Insured

NOTICE TO ALL OKLAHOMA POLICYHOLDERS

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

You are insured by the Company listed on the Signature page which is named on the first page of the Declarations of this policy. It is an ACE USA company and has its principal office at 436 Walnut Street, PO Box 1000, Philadelphia, PA 19106-3703.

NOTICE

TO PENNSYLVANIA PROPERTY AND CASUALTY INSURANCE POLICYHOLDERS

A Pennsylvania law known as the "Insurance Consultation Services Exemption Act" has a provision that insurers, their agents, employees or service contractors are not subject to liability for damages from injury, death or loss occurring as a result of any act or omission by any person in the course of performing any survey, consultation, inspection, advisory or related service incident to an application for insurance, a new policy for insurance or an existing policy or insurance for the purpose of reducing the likelihood of injury, death or loss.

This provision shall not apply:

- 1) If the injury, loss or death occurred during the actual performance of consultation services and was caused by the negligence of the insurer, its agent, employees or service contractors which was a proximate cause of the injury, death or loss.
- 2) To any consultation services required to be performed under the provisions of a written service contract not incidental to a policy of insurance.
- 3) In any action against any insurer, its agents, employees or service contractors for damages caused by the act or omission of said insurer, its agents, employees or service contractors in which it is judicially determined that such act or omission constituted a crime, actual malice or gross negligence.

This provision of the "Insurance Consultation Services Exemption Act" applies to all insurance consultation services rendered incident to policies of property or casualty insurance. It does not apply to the immunities and protections provided by section 305, act of June 2, 1915 known as the "Pennsylvania Workmen's Compensation Act."

The provisions of the "Insurance Consultation Services Exemption Act" shall not be effective and applicable unless the insurer furnishes the insured with written notice of the provision of this act at the time the policy is issued or renewed. The Insurance Commissioner has approved the contents of this notice and the manner in which the notice is given.



ACE USA

Policyholder Notice - "Specific" Exclusions – Texas

ACE UMBRELLA PLUSsm COMMERCIAL UMBRELLA LIABILITY POLICY

The Texas Department of Insurance requires that policies containing certain exclusionary language be specifically pointed out to our policyholders. In compliance with this provision, this notice is to advise you that the items designated by an X preceding the appropriate provision below are exclusions that are contained in your policy. THESE ARE NOT ALL OF THE EXCLUSIONS CONTAINED IN YOUR POLICY, BUT ONLY THOSE SPECIFICALLY REQUIRED BY THE TEXAS DEPARTMENT OF INSURANCE TO BE BROUGHT TO YOUR ATTENTION.

This insurance does not apply:

- To any "loss", demand, claim or "suit" arising out of or in any way related to asbestos or asbestos-containing materials.
- To any injury, damage, expense, cost, "loss", liability or legal obligation arising out of or in any way related to the toxic properties of lead or lead containing products, materials or substances. This exclusion applies to all forms of lead, including but not limited to solid, liquid, vapor and fumes.
- To, any injury, damage, expense, cost, "loss", liability or legal obligation arising out of or allegedly arising out of, or in any way related to, any exposure, other than an instantaneous or abrupt exposure, that results in electrocution, electric shock or skin burning to "extremely low frequency electromagnetic fields" or "ELF-EMF".

"Extremely low frequency electromagnetic fields", or "ELF-EMF", means the 60-Hertz power frequency electric and magnetic fields or invisible lines of force that occur wherever electricity is present.

This exclusion applies, but is not limited, to any injury, damage, expense, cost, loss, liability or legal obligation to test for, monitor, abate, weaken, control, or take over any other remedial action with respect to "ELF-EMF."

The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollution exclusion, do not otherwise preclude or exclude coverage for "ELF-EMF" related injury, damage, expense, cost, loss, liability, or legal obligation.

Please refer to **SECTION V. (EXCLUSIONS)** and/or any endorsements to your policy for the above provision(s).

- To any injury, damage, expense, cost, "loss", demand, claim, liability, or legal obligation arising out of or in any way related to discharge, dispersal, seepage, migration, release, escape, spill, leak, handling, sale, distribution, manufacture, remediation, disposal, monitoring, testing, investigation, detoxification, inhalation, consumption or exposure to any substance, product or wastes containing polychlorinated biphenyls (PCBs) of any type, or any other similar chemical formulation.

The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollution exclusion, do not also exclude coverage for PCB related injury, damage, expense, cost, "loss", liability, or legal obligation.

- To "bodily injury", "property damage" or "personal and advertising injury" arising out of, resulting from, or in any way related to, in whole or in part, the respiration, inspiration, inhalation or breathing in of dust or particulate matter. Dust or particulate matter may include, but is not limited to: dust, particulate matter, inspirable dust, respirable dust, smoke, mist, dirt, fibers, grit, soot, salt, acids, bases, metals, aerosols, crystals, minerals, sand, silicates, or silica.

The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollution exclusion or asbestos exclusion, do not also exclude coverage for dust or particulate matter related "bodily injury", "property damage" or "personal and advertising injury".



ACE USA

An Important Message to Our Texas Policyholders

STATE OF TEXAS INFORMATION AND COMPLAINTS

This information is being provided to you pursuant to the requirements of § 521.005, §521.051 - 521.056 and § 521.101 - 521.103 of the Texas Insurance Code relating to our Toll Free information and complaint number.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call the Company's toll-free telephone number for information or to make a complaint at:

1-(800) 352-4462

You may also write to the Company at:

**ACE USA
Customer Services
PO Box 1000
Philadelphia, PA 19106-3703**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-(800) 252-3439

You may write the Texas Department of Insurance

**P. O. Box 149104
AUSTIN, TX 78714-9104
FAX # (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact your agent or the company first. If the dispute is not resolved you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de Compania para informacion o para someter una queja al:

1 (800) 352-4462

Usted tambien puede escribir a la Compania:

**ACE USA
Customer Services
PO Box 1000
Philadelphia, PA 19106-3703**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1 (800) 252-3439

Puede escribir al Departamento de Seguros de Texas

**P.O. Box 149104
AUSTIN, TX 78714-9104
FAX # (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa puede entonces comunicarse con el departamento. (TDI)

UNA ESTE A AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



Important Information to Virginia Policyholders Regarding Your Insurance

In the event you need to contact someone about this insurance for any reason please contact your agent. If no agent was involved in the sale of this insurance, or if you have additional questions you may contact the insurance company issuing this insurance at the following address and telephone number

ACE USA Companies
Customer Support Service Department
436 Walnut Street
PO Box 1000
Philadelphia, PA 19106-3703
1-800-352-4462

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Virginia State Corporation Commission's Bureau of Insurance at:

1300 East Main Street
Tyler Building
Richmond, VA 23219
Consumer Hot Line: 1-800-552-7945
Bureau of Insurance: 804-371-9185

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company or the Bureau of Insurance, have your policy number available.



ace group

Important Notice - Wisconsin

Wisconsin law requires us to notify you that, if you cancel this policy prior to its expiration date, the terms and conditions of your policy may require that you pay a substantial penalty.



Wisconsin Notice To Policyholders

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

PROBLEMS WITH YOUR INSURANCE? -- If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

**ACE USA
Customer Support Service Department
436 Walnut Street
PO Box 1000
Philadelphia, PA 19106-3703
1-800-352-4462**

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by contacting:

Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, WI 53707-7873
1-800-236-8517
608-266-0103



ACE Umbrella PlusSM

COMMERCIAL UMBRELLA LIABILITY POLICY

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

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

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

We, the Company named in the Declarations, relying upon the statements shown on the Declarations page and in the schedule of “underlying insurance” attached to this policy, and in return for the payment of premium and subject to its terms, conditions, and limits of insurance of this policy, agree with you as follows:

I. INSURING AGREEMENT

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

The amount we will pay for damages is limited as described in Section IV - Limits of Insurance.

II. WHO IS AN INSURED

A. The following are "insureds":

1. The Named Insured named in Item 1 of the Declarations of this policy is an "insured".
2. Any subsidiary of the Named Insured named in Item 1 of the Declarations of this policy, and any other organization under your control and active management at the inception date of this policy is an "insured", providing such subsidiary or organization is included as an insured in the "underlying insurance", and was made known to us prior to or at the inception date of this policy;
3. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are "insureds", but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an "insured". Your members, your partners, and their spouses are also "insureds", but only with respect to the conduct of your business.
 - c. A limited liability company, you are an "insured". Your members are also "insureds", but only with respect to the conduct of your business. Your managers are "insureds", but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an "insured". Your "executive officers" and directors are "insureds", but only with respect to their duties as your officers or directors. Your stockholders are also "insureds", but only with respect to their liability as stockholders.
 - e. A trust, you are an "insured". Your trustees are also "insureds", but only with respect to their duties as trustees.

B. Each of the following is also an "insured":

1. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are "insureds" for:
 - a. "Bodily injury" or "personal and advertising injury":
 - (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 Paragraphs a.(1) or (2) above; or
 - (4) Arising out of his or her providing or failing to provide professional health care services.
 - b. "Property damage" to property:
 - (1) Owned, occupied or used by you,
 - (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", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
2. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
3. Any person or organization having proper temporary custody of your property if you die, but only:

- a. With respect to liability arising out of the maintenance or use of that property; and
 - b. Until your legal representative has been appointed.
4. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.
 5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as an "insured" if it also qualifies as an insured in "underlying insurance" and there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the "policy period", whichever is earlier;
 - b. This insurance does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization;
 - c. This insurance does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization; and
 - d. We reserve the right to charge an additional premium if such organization qualifies as an "insured."
 6. Any person or organization, if insured under "underlying insurance", provided that coverage provided by this policy for any such insured will be no broader than coverage provided by "underlying insurance".

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

III. DEFENSE AND SUPPLEMENTARY PAYMENTS

- A. We will have the right and duty to defend the "insured" against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury", even if groundless, false or fraudulent, to which this insurance applies:
 1. When damages sought would be covered by "underlying insurance" but are not covered by that insurance because of the exhaustion of the applicable limits of "underlying insurance" by the payment of "loss" covered by this policy; or
 2. When damages sought would be covered under any "other insurance" but are not covered by that insurance because of the exhaustion of the applicable limits of "other insurance" by the payment of "loss" covered under such "other insurance"; or
 3. When damages sought for "bodily injury", "property damage" or "personal and advertising injury" are not covered by "underlying insurance" or any "other insurance", or any applicable self-insured retention has been exhausted by the payment of "loss" covered by this policy.
- B. We will have no duty to defend the "insured" against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.
- C. We will have the right but not the duty to associate in the investigation of any claim and the defense of any "suit" which may, in our opinion, result in damages to which this insurance applies.
- D. If we assume the defense of any "suit" against the "insured", we will pay in addition to the applicable Limit of Insurance:
 1. All expenses we incur.
 2. Up to \$250 for cost of bail bonds because of an "occurrence" that may result in "bodily injury" or "property damage" covered by this policy. We do not have to furnish these bonds.
 3. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
 4. The cost of appeal bonds required by law to appeal any suit we defend but only for bond amounts within the applicable Limit of Insurance. We do not have to apply for or furnish such bond.
 5. All reasonable expenses incurred by the "insured" at our request to assist us in the investigation of any

claim or the defense of any "suit" covered under this policy, including actual loss of earnings because of time off from work.

6. All costs taxed against the "insured" in the "suit".
 7. Pre-judgment interest awarded against the "insured" on that part of the judgment, within the applicable Limit of Insurance, that we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest accruing after the offer.
 8. Post-judgment interest on that part of any judgment that we become obligated to pay, which accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that we have become obligated to pay, which is within the applicable Limit of Insurance.
- E. Our right and duty to defend ends when the applicable Limit of Insurance of this policy has been exhausted by the payment of "loss".

IV. LIMITS OF INSURANCE

- A. The Limits of Insurance shown in the Declarations and the rules below fix 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 shown in the Declarations is the most we will pay for all damages, except:
1. Damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 2. Damages because of "bodily injury" or "property damage" arising out of the ownership, maintenance or use of a covered "auto".
- C. The Products-Completed Operations Aggregate Limit shown in the Declarations is the most we will pay for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
- D. Subject to Paragraphs B and C above, the Each Occurrence Limit shown in the Declarations is the most we will pay for the sum of all damages because of "bodily injury", "property damage", and "personal and advertising injury" arising out of any one "occurrence".
- E. If the applicable limits of "underlying insurance" have been:
1. Reduced by the payment of "loss" covered by this policy, then this policy will be excess of the reduced limit of "underlying insurance".
 2. Exhausted by the payment of "loss" covered by this policy, then this policy will continue in force as "underlying insurance".
- 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.

V. EXCLUSIONS

This insurance does not apply to:

A. Aircraft or Watercraft

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

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

This exclusion does not apply to:

1. A watercraft while ashore on premises you own or rent; or
2. A watercraft you do not own that is:
 - a. Less than 26 feet long; and
 - b. Not being used to carry persons or property for a charge.

This exclusion does not apply to the extent that such coverage is provided by “underlying insurance” or would have been provided but for the exhaustion of the applicable limits of “underlying insurance” by the payment of “loss” covered by this policy; provided, however, that coverage provided by this policy will be no broader than coverage provided by “underlying insurance.”

B. Asbestos

Any “loss”, demand, claim or “suit” arising out of or related in any way to asbestos or asbestos-containing materials.

C. Contractual Liability

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

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

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 contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the “property damage” arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because “your work” was incorrectly performed on it.

Paragraphs 1, 3 and 4 of this exclusion do not apply to “property damage” (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven (7) or fewer consecutive days.

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

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

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

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. Electronic Chat Rooms or Bulletin Boards

“Personal and advertising injury” arising out of an electronic chat room or bulletin board the “insured” hosts, owns, or over which the “insured” exercises control.

I. Employer's Liability

“Bodily injury” to:

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

This exclusion applies:

1. Whether the “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.

This exclusion does not apply:

1. To liability assumed by the "insured" under an "insured contract".
2. To the extent that such coverage is provided by "underlying insurance" or would have been provided but for the exhaustion of the applicable limits of "underlying insurance" by the payment of "loss" covered by this policy; provided, however, that coverage provided by this policy will be no broader than coverage provided by "underlying insurance".

J. Employment Practices

"Bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. Refusal to employ;
2. Termination of employment;
3. Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, failure to promote, retaliation, violation of civil rights, invasion of privacy, discrimination or other acts or omissions arising out of employment related practices, or other employment related practices, policies, acts or omissions; or
4. Any consequential liability, damages, "loss", cost or expense as a result of 1, 2 or 3 above.

This exclusion applies whether or not the "insured" may be held liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of such injury or damages.

K. 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" or "property damage" resulting from the use of reasonable force to protect persons or property.

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

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

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

M. "Insureds" in Media and Internet-Type Businesses

"Personal and advertising injury" committed by an "insured" whose business is:

1. Advertising, broadcasting, publishing or telecasting;
2. Designing or determining content of web-sites for others; or
3. An Internet search, access, content or service provider.

However, this exclusion does not apply to Section VI - Definitions, R. "Personal and advertising injury", Paragraphs 1, 2 and 3.

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

N. Liquor Liability

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

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

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or

furnishing alcoholic beverages.

This exclusion does not apply to the extent that such coverage is provided by "underlying insurance" or would have been provided but for the exhaustion of the applicable limits of "underlying insurance" by the payment of "loss" covered by this policy; provided, however, that coverage provided by this policy will be no broader than coverage provided by "underlying insurance."

O. **Miscellaneous Laws**

Any "loss", demand, claim, or "suit" under:

1. The Employee Retirement Income Security Act of 1974 including any amendment thereto or any similar law.
2. Any workers' compensation, disability benefits or unemployment compensation laws or any similar laws.
3. Any "auto" no-fault law, any uninsured or underinsured motorist law, any personal injury protection law or similar law.

P. **Nuclear**

1. To any injury or damage:
 - a. With respect to which an "insured" under the policy is also an "insured" under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an "insured" under any such policy but for its termination upon exhaustion of its limit of insurance; or
 - b. Resulting from the "hazardous properties" of "nuclear material" and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. To any injury or damage resulting from the "hazardous properties" of "nuclear material", if:
 - a. The "nuclear material" (1) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (2) has been discharged or dispersed therefrom;
 - b. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured"; or
 - c. The injury or damage arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operations or use of any "nuclear facility".

As used in this exclusion:

- a. "Hazardous properties" include radioactive, toxic or explosive properties;
- b. "Nuclear material" means "source material", "special nuclear material" or "by-product material";
- c. "Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy act of 1954 or in any law amendatory thereof;
- d. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";
- e. "Waste" means any waste material (a) containing "by-product material" other than the tailings or waste 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".
- f. "Nuclear facility" means:
 - (1) Any "nuclear reactor";

- (2) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";
- (3) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
- (4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

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

- g. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- h. Injury or damage includes all forms of radioactive contamination of property.

Q. Other "Personal and Advertising Injury"

1. "Personal and advertising injury" caused by or at the direction of the "insured" with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".
2. "Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the "insured" with knowledge of its falsity.
3. "Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the "policy period".
4. "Personal and advertising injury" arising out of a criminal act committed by or at the direction of the "insured".
5. "Personal and advertising injury" for which the "insured" has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:
 - a. That the "insured" would have in the absence of the contract or agreement; or
 - b. Assumed in a contract or agreement that is an "insured contract", provided the "personal and advertising injury" offense takes place subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an "insured" are deemed to be damages because of "personal and advertising injury", provided:
 - i. Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - ii. Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.
6. "Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".
7. "Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".
8. "Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

R. Pollution

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - a. At or from any premises, site or location which is or was at any time owned or occupied by, or

- b. rented or loaned to, any “insured”;
- c. At or from any premises, site or location which is or was at any time used by or for any “insured” or others for the handling, storage, disposal, processing or treatment of waste;
- d. Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (1) Any “insured”; or
 - (2) Any person or organization for whom you may be legally responsible;
- e. At or from any premises, site or location on which any “insured” or any contractors or subcontractors working directly or indirectly on any “insured’s” behalf are performing operations if the “pollutants” are brought on or to the premises, site or location in connection with such operations by such “insured”, contractor or subcontractor;
- f. At or from any premises, site or location on which any “insured” or any contractors or subcontractors working directly or indirectly on any “insured’s” behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, “pollutants”;
- g. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from, a covered “auto”;
 - (2) Otherwise in the course of transit by or on behalf of the “insured”;
 - (3) Being stored, disposed of, treated or processed in or upon a covered “auto”;
- h. Before the “pollutants” or any property in which the “pollutants” are contained are moved from the place where they are accepted by the “insured” for movement into or onto the covered “auto”; or
- i. After the “pollutants” or any property in which the “pollutants” are contained are moved from a covered “auto” to the place where they are finally delivered, disposed of or abandoned by the “insured”.

However, the following exceptions to this exclusion apply to the extent that such coverage is provided by “underlying insurance” or would have been provided but for the exhaustion of the applicable limits of “underlying insurance” by the payment of “loss” covered by this policy; provided, however, that coverage provided by this policy will be no broader than coverage provided by “underlying insurance”:

1. Paragraph 1.a. of this exclusion does not apply to “bodily injury” if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building.
2. Paragraph 1.a. of this exclusion does not apply to “bodily injury” or “property damage” for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any “insured”, other than that additional insured.
3. Paragraph 1.d. of this exclusion does not apply to “bodily injury” or “property damage” arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of “mobile equipment” or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the “bodily injury” or “property damage” arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such “insured”, contractor or subcontractor.
4. Paragraph 1.d. of this exclusion does not apply to “bodily injury” or “property damage”

sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor.

5. Paragraph 1.d. of this exclusion does not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 6. Paragraph 1.f. of this exclusion does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of a covered "auto" or its parts, if:
 - a. The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
 - b. The "bodily injury", "property damage" or any covered pollution cost or expense does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".
 7. Paragraphs 1.g. and 1.h. of this exclusion do not apply to "occurrences" that take place away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a "covered auto" if:
 - a. The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
 - b. The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
2. Any loss, cost or expense arising out of any:
- a. Request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - b. Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this Paragraph 2. does not apply to liability for damages because of "property damage" that the "insured" would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

S. Recall of Products, Work or Impaired Property

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

T. Trade or Economic Sanctions

To the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims.

U. Unauthorized Use of Another's Name or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or meta-tag, or any other similar tactics to mislead another's potential

customers.

V. Unsolicited Communications

“Bodily injury”, “property damage” or “personal and advertising injury” arising out any form of communication, including but not limited to facsimile, electronic mail, posted mail or telephone, in which the recipient has not specifically requested the communication. This exclusion also applies to communications which are made or allegedly made in violation of the:

1. Telephone Consumer Protection Act (TCPA) including any Amendment of or addition to such law; or
2. The CAN-SPAM Act of 2003, including any amendment of Or addition to such law; or
3. Any statute, ordinance or regulation, other than the TCPA Or CAN-SPAM Act of 2003, which prohibits or limits the sending, transmitting, communicating or distribution of material or information.

W. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, as a result of or in connection with war, whether declared or not, or any act or condition incident to war. War includes civil war, insurrection, civil commotion, rebellion or revolution.

VI. CONDITIONS

A. Appeals

In the event you or any underlying insurer elects not to appeal a judgment in excess of the amount of the “underlying insurance” or “other insurance”, we may elect to appeal. If we elect to appeal, we will be liable for, in addition to the applicable Limits of Insurance of this policy, all court costs, expenses incurred and interest on that amount of any judgment that does not exceed the applicable Limits of Insurance shown in the Declarations related to such an appeal, subject to the limitations set forth in Section III - Defense And Supplementary Payments.

B. Assignment of Your Rights and Duties

Your rights and duties under this policy may not be transferred, except by an endorsement to this policy issued by us. If you die or are legally declared bankrupt, then your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having temporary custody of your property will have your rights and duties, but only with respect to that property.

C. Bankruptcy

Your bankruptcy, insolvency, refusal or inability to pay will not relieve us of our obligations under this policy. In the event of bankruptcy, insolvency, refusal or inability to pay of any underlying insurer, the insurance afforded by this policy will not drop down or replace “underlying insurance”, but will apply as if the limits of such “underlying insurance” are fully available and collectible and we will not assume any obligation under “underlying insurance”.

D. Cancellation

1. You may cancel this policy. You must mail or deliver to us advance written notice stating when cancellation is to take effect.
2. We may cancel this policy. If we cancel because of non-payment of premium, we must mail or deliver to you not less than ten (10) days advance written notice stating when the cancellation is to take effect. If we cancel for any other reason, we must mail or deliver to you not less than sixty (60) days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in the Declarations will be sufficient to prove notice.
3. The “policy period” will end on the day and hour stated in the cancellation notice.
4. If we cancel, final premium will be calculated pro rata based upon the time this policy was in force. Final premium will not be less than the pro rata share of the Minimum Premium as shown in the

Declarations.

5. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force and increased by our short rate cancellation table and procedure. Final premium will not be less than the short rate share of the Minimum Premium as shown in 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 shown in 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.

E. Changes

This policy may be changed only by a written endorsement to this policy issued by us.

F. Duties in the Event of "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 for damages under this policy. To the extent possible, notice should include:
 - a. How, when and where the "occurrence" took place;
 - b. The names and addresses of any injured persons and witnesses; and
 - c. The nature and location of any injury or damage arising out of the "occurrence".
2. If a claim is made or "suit" is brought against any "insured" that is reasonably likely to involve this policy, you must:
 - a. Immediately record the specifics of the claim or "suit" and the date received; and
 - b. 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 or settlement of the claim or defense against the "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, except at that "insured's" own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our written consent.

G. Inspection and Audit

1. We will be permitted, but not obligated to inspect the "insured's" property and operations. Neither our right to make inspections nor the making thereof nor any report thereon will constitute an undertaking, on behalf of or for the benefit of the "insured" or others, to determine or warrant that such property or operations are safe.
2. We may examine and audit the "insured's" books and records during the "policy period" and any extensions thereof within three (3) years after the termination date of this policy.

H. Legal Action Against Us

1. No person or organization has a right under this policy to join us as a party or otherwise bring us into a "suit" asking for damages from an "insured".
2. You will have no right of action against us under this policy unless all of its terms have been fully complied with; and the amount that you seek to recover has been determined by settlement with our

consent or by final judgment against an “insured”.

I. Maintenance of “Underlying Insurance”

During the “policy period”, you agree:

1. To keep “underlying insurance” and renewals or replacements thereof in full force and effect.
2. That the limits of “underlying insurance” will be maintained except for any reduction or exhaustion of such limits by the payment of “loss” that would be covered by this policy.
3. That the terms and conditions of “underlying insurance” will not materially change during the “policy period”.
4. That any renewal or replacement of “underlying insurance” will not be more restrictive in coverage.
5. That “underlying insurance” may not be canceled or non-renewed by you without notifying us, and you agree to notify us in the event an insurance company cancels or declines to renew any “underlying insurance”.

Failure to maintain the “underlying insurance” as provided by this condition will not invalidate this policy. This policy will apply as if the “underlying insurance” were maintained as required by this policy.

J. Other Insurance

If valid and collectible “other insurance” applies to damages that are also covered by this policy, this policy will apply excess of the “other insurance” and will not contribute with such “other insurance”. This provision will not apply if the “other insurance” is written to be excess of this policy.

K. Premium

The first Named Insured shown in the Declarations will be responsible for payment of all premiums when due.

The premium stated in the Declarations is a flat premium. It is not subject to adjustment except as provided herein or as changed by an endorsement to this policy issued by us.

L. Separation of “Insureds”

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to the first Named Insured, 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” is brought.

M. Titles

The titles to the various parts, sections, subsections and endorsements of this policy are intended solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions of such parts, sections, subsections and endorsements.

N. Transfer of Rights of Recovery Against Others to Us

1. If the “insured” has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The “insured” must do nothing after “loss” to impair them. At our request, the “insured” will bring “suit” or transfer those rights to us and help us enforce them.
2. Any amount recovered will be apportioned in the inverse order of payment of “loss” to the extent of actual payment. The expenses of all such recovery proceedings will be apportioned in the ratio of respective recoveries.
3. If you and the insurer of “underlying insurance” waive any right of recovery against a specific person or organization for damages as required under an “insured contract”, we will also waive any such rights we may have against such person or organization provided that the “bodily injury” or “property damage” occurs subsequent to the execution of the “insured contract”.

O. When "Loss" is Payable

Coverage under this policy will not apply until the "insured," or the "insured's" underlying insurer has paid or is obligated to pay the full amount of the "retained limit."

When the amount of damages is determined by an agreed settlement or on a final judgment against an "insured" obtained after an actual trial, we will promptly pay on behalf of the "insured" the amount of damages covered under the terms of this policy. The first Named Insured will promptly reimburse us for any amount within the "retained limit" paid by us.

VII. 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; and
 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. "Auto" means a land motor vehicle, trailer or semi trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or mental injury resulting from bodily injury.
- D. "Coverage territory" means anywhere in the world, except to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including but not limited to the payment of claims.
- E. "Employee" means an individual working for you in return for remuneration. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker" or independent contractor.
- F. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- G. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- H. "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:
1. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 2. Your fulfilling the terms of the contract or agreement.
- I. "Insured" means a person or organization meeting the qualifications set forth in Section II - Who Is An Insured.
- J. "Insured contract" means that part of any contract or agreement pertaining to your business under which any "insured" assumes the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- "Insured contract" does not include that part of any contract or agreement:
1. that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel underpass or crossing;
 2. that indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- a. preparing, approving or failing to approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
3. under which the “insured”, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the “insured’s” rendering or failure to render professional services, including those shown in subparagraph 2 above and supervisory, inspection, architectural or engineering activities.
- K. “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”.
- L. “Loading or unloading” means the handling of property:
- 1. After it is moved 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”; or
 - 3. While it is being moved from an aircraft, watercraft or “auto” to the place where it is finally delivered;
- but “loading or unloading” does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or “auto”.
- M. “Loss” means those sums paid in the settlement a claim or “suit” or satisfaction of a judgment which the “insured” is legally liable to pay as damages because of “bodily injury”, “property damage”, or “personal and advertising injury”, after making proper deduction for all recoveries and salvages.
- 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 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:
 - i. Snow removal;
 - ii. Road maintenance, but not construction or resurfacing; or
 - iii. Street cleaning;
- b. Cherry pickers and similar devices mounted on automobile 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.

- O. "Occurrence" means:
1. With respect to "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 conditions shall be considered as arising out of the same "occurrence", regardless of the frequency or repetition thereof, or the number of claimants.
 2. With respect to "personal and advertising injury", a covered offense. All damages that arise from the same act, publication or general conditions are considered to arise out of the same "occurrence", regardless of the frequency or repetition thereof, the number or kind of media used or the number of claimants.
- P. "Other insurance" means a policy of insurance providing coverage for damages covered in whole or in part by this policy. "Other insurance" does not include "underlying insurance", the amount shown in the Declarations as the Self-Insured Retention or any policy of insurance specifically purchased to be excess of this policy and providing coverage that this policy also provides.
- Q. "Policy period" means the time between the inception date of this policy shown in the Declaration and the expiration date shown or earlier termination date of this policy.
- R. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
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, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 5. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 6. The use of another's advertising idea in your "advertisement"; or
 7. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
- S. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. As used in this definition, waste includes materials to be recycled, reconditioned or reclaimed.
- T. "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. However, "your work" will be deemed completed at the earliest of the following times:
 - i. When all of the work called for in your contract has been completed.
 - ii. 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.
 - iii. 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.

U. "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 of use 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.

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

V. "Retained limit" means either of the following:

1. The total applicable limits of "underlying insurance" and any applicable limit of "other insurance" providing coverage to the "insured"; or
2. The amount shown in the Declarations as the Self-Insured Retention applicable to each "occurrence" that results in damages not covered by "underlying insurance" or "other insurance".

W. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

1. An arbitration proceeding in which such damages are claimed and to which the "insured" must submit or does submit with our consent; or
2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the "insured" submits with our consent.

X. "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.

Y. "Underlying insurance" means the policy or policies of insurance listed in the Schedule of "Underlying Insurance" attached to and forming a part of this policy.

Z. "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.

AA. "Your product":

1. Means:

- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) You;
 - (2) Others trading under your name; or
 - (3) A person or organization whose business or assets you have acquired; and
- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

2. Includes:
 - a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - b. The providing of or failure to provide warnings or instructions.
3. Does not include vending machines or other property rented to or located for the use of others but not sold.

BB. "Your work":

1. Means:
 - a. Work or operations performed by you or on your behalf; and
 - b. Materials, parts or equipment furnished in connection with such work or operations.
2. Includes:
 - a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
 - b. The providing of or failure to provide warnings or instructions.

**ACCESS, COLLECTION AND DISCLOSURE OF INFORMATION AND ELECTRONIC DATA
EXCLUSION – LIMITED BODILY INJURY AND REDEFINED PROPERTY DAMAGE
EXCEPTIONS WITH RETAINED LIMIT**

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 005
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

The policy is amended as follows:

I. The following exclusion is added to the policy:

This insurance does not apply to any injury, damage, cost, "loss", liability or legal obligation arising out of or in any way related to:

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

However, this exclusion does not apply to damages because of "bodily injury" or "property damage".

II. The following definition is added to the policy and applies to this endorsement:

"Electronic data" means any information, facts or programs stored as or on, created or used on, or transmitted to or from any computer software or system, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media that are used with electronically controlled equipment or other electronic backup facilities, and data transmission or storage provided by means of the Internet.

III. When coverage is provided by virtue of the exception to the exclusion in this endorsement, the following provisions will apply:

A. The definition of "property damage" is deleted and replaced by the following:

"Property damage" means physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it. "Electronic data" is not tangible property.

B. The definition of "retained limit" is deleted and replaced by the following:

"Retained limit" means a Self-Insured Retention in the amount of **\$1,000,000**, applicable to each "occurrence". The "retained limit" may be eroded by "loss" only and not defense expenses or supplementary payments.

IV. Notwithstanding anything in this endorsement or elsewhere in this policy, the limited coverage for “bodily injury” and “property damage” provided by virtue of the exceptions in this exclusion does not apply to and no coverage is provided for any notification costs, credit monitoring expenses, forensic expenses or any other similar expenses unless such expenses qualify as covered “catastrophe management expenses” under a **Catastrophe Management Coverage Endorsement** attached to this policy and then subject to all of the terms and limitations of that coverage.

All other terms and conditions of this policy remain unchanged.

Authorized Representative



**ADDITIONAL INSURED WHERE REQUIRED BY AGREEMENT ENDORSEMENT
ORAL AGREEMENT PERMITTED**

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 006
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

The policy is amended as follows:

Section II. WHO IS AN INSURED is amended to add the following:

Any person or organization to whom you become obligated to include as an additional "insured" under this policy, as a result of an agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy. It is not necessary that such agreement be in writing but it must be legally binding on you and in effect prior to the "occurrence" for which coverage is claimed.

Such person or organization is an "insured" subject to the following limitations:

1. The person or organization in an "insured" only with respect to liability arising out of your operations, "products completed operations hazard" or premises owned by or rented to you; and
2. The insurance provided will not exceed the lesser of:
 - a. The limits of this policy, or
 - b. The limits required by the contract.

All other terms and conditions of this policy remain unchanged.

Authorized Representative



TOTAL AIRCRAFT EXCLUSION

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 007
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

The policy is amended as follows:

Solely as respects liability arising out of the ownership, maintenance, use or entrustment to others of an aircraft, the policy is changed as follows. All references to the exclusion as it pertains to watercraft remain unchanged:

This insurance does not apply to:

- Aircraft

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

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

All other terms and conditions of this policy remain unchanged.

Authorized Representative



AMENDED BODILY INJURY DEFINITION ENDORSEMENT

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 008
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

This policy is amended as follows:

SECTION VII. DEFINITIONS Item C. is deleted and replaced with the following:

C. "Bodily Injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily Injury" includes mental anguish, mental injury, emotional distress, shock, or humiliation resulting from bodily injury.

All other terms and conditions of this policy remain unchanged.

Authorized Representative



AUTO LIABILITY FOLLOW FORM ENDORSEMENT

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 009
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies all insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

Automobile Liability

When insurance for "bodily injury" or "property damage" is provided by an automobile liability policy listed in the "scheduled underlying insurance," coverage under this policy for such "bodily injury" or "property damage" will follow the terms, definitions, conditions and exclusions of "scheduled underlying insurance," subject to the "policy period," limits of insurance, premium and all other terms, definitions, conditions and exclusions of this policy. Coverage provided by this policy will be no broader than the coverage provided by "scheduled underlying insurance."

All other terms and conditions of the policy remain unchanged.

Authorized Representative



CANNABIS EXCLUSION WITH JURISDICTIONAL LIMITATION

Named Insured Premier Hospitality Insurance Group Inc.			Endorsement Number 010
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property & Casualty Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

The policy is amended as follows:

A. With respect to all coverages under this policy, the following exclusion is added to the policy:

This insurance does not apply to any "bodily injury, "property damage", "personal and advertising injury", injury, damage, cost, loss, liability or legal obligation arising out of or in any way related to:

1. Use, manufacture, design, distribution, sale, furnishing, serving, marketing, transportation, possession, inhalation, ingestion, absorption, consumption, presence, or existence of "cannabis", or exposure to or contact with "cannabis";
2. Transaction, investment, operations, exposures or involvement directly or indirectly in a "cannabis" related business or industry; or
3. Supervision, hiring, employment, training or monitoring of others by any insured involving that which is described under paragraphs A.1.- 2. above.

B. This exclusion does not apply to any liability arising out of or resulting from any "Cannabis Topical Product".

C. Paragraph B. does not apply to any "bodily injury", "property damage", "personal and advertising injury", injury, damage, cost, loss, liability or legal obligation arising out of or in any way related to:

1. Violation of any statute, regulation, ordinance or other law, or any governmental directive or order applicable to "cannabis" or "industrial hemp";
2. Disposal, distribution, handling, manufacture or sale of "cannabis" or "industrial hemp" without approval by the applicable governmental or regulatory authority having jurisdiction;
3. Distribution, manufacture or sale of "cannabis" or "industrial hemp" after the applicable governmental or regulatory authority has declared such products unsafe; or
4. Violation of any unfair or deceptive trade practices, unfair competition or other consumer protection law committed by or on behalf of the insured in connection with "cannabis" or "industrial hemp".

D. The following definitions are added to the policy and apply to this endorsement:

- "Cannabis" means any and all of the following:

1. Any good or product that consists of or contains any amount of Tetrahydrocannabinol (THC), Cannabidiol (CBD) or any other cannabinoid, regardless of whether any such THC, CBD or cannabinoid is natural or synthetic, including but not limited to:
 - a. Any plant of the genus Cannabis (hereinafter "marijuana"), by whatever name known, in any form, including any part thereof, such as seeds, stems, flowers, stalks and roots and including its presence or

use in any food, cigar, cigarette, or material to be used with a "vaping product", or in chewing or smoking any part thereof, such as seeds, stems, flowers, stalks and roots;

- b. Any compound, byproduct, extract, derivative, mixture or combination, such as, but not limited to:
 - i. Resin, oil or wax;
 - ii. Hash or hemp that is not "industrial hemp"; or
 - iii. Infused liquid or edible "marijuana"; or
 - c. Any chemical, mineral or other material, good or product applied to, found within, sprayed on or used in connection with "marijuana";
2. Any filter, paper, pipe, wrapper, "vaping product" or other "marijuana"-related accessory, including any component or part thereof;
 3. Any items or paraphernalia used to grow or cultivate "marijuana"; and
 4. Any vapor, smoke or other solid, liquid, gaseous or thermal by-product, compound or residue of "marijuana", including waste. Waste includes material to be recycled, reconditioned or reclaimed.
- "Cannabis Topical Product" means any good or product that is derived from "industrial hemp" or contains "industrial hemp" provided that: i) such good or product is only intended for topical application and is not in any way designed, developed, cultivated, manufactured, processed, distributed, marketed, advertised, sold, served or furnished for inhalation, consumption, or oral ingestion; ii) the "insured" has not designed, developed, cultivated, manufactured, processed, distributed, marketed, advertised, sold, served, furnished, used, or possessed such good or product to prevent, diagnose, mitigate, address, treat, or cure any medical condition; and iii) such good or product, or any activity in connection with such good or product, does not violate, or is not prohibited by or under, any federal, state, or local law, statute, regulation, or ordinance, in effect at the time of its sale.
 - "Industrial Hemp" means the plant Cannabis sativa L. and any part of that plant, including the seeds and all derivatives, extracts, cannabinoids, isomers, acids, salts, and salts of isomers, whether growing or not, with a delta-9 tetrahydrocannabinol concentration of not more than 0.3 percent on a dry weight basis.
 - "Vaping product" shall include, without limitation, any electronic device or mechanism used to vaporize "cannabis" for inhalation into lungs, such as e-cigarettes, e-cigars, vaping pens, vaping pipes and other vaping devices, and any pre-filled cartridge or pod intended to hold such "cannabis".

It is understood that to the extent any coverage may otherwise be provided under this policy or any of its endorsements, the provisions of this exclusion will supersede.

Under no circumstances will the insurance coverage provided under this policy be broader than any coverage that may be provided by the "underlying insurance".

This endorsement applies to any and all Insured Members who receive a certificate under this policy that is effective on or after the date of this endorsement.

All other terms and conditions of this policy remain unchanged.

<ENDSIG>

Authorized Representative

CANCELLATION AMENDATORY ENDORSEMENT

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 011
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies all insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

Parts 1., 2., 5 and 6. of Condition D of Section VI CONDITIONS are deleted and replaced by the following:

1. This policy may be cancelled by you by mailing to us written notice stating when such cancellation shall be effective.
2. This policy may be cancelled by us by mailing to you at your last known address, written notice stating when, not less than **ninety (90)** days thereafter, **ten (10)** days if cancellation is for non-payment of any unpaid portion of the premium, such cancellation shall be effective. The mailing of notice shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall be the end of the "policy period". Under no circumstance will our notice of cancellation to you be less than the minimum required by State law or regulation.
5. If you cancel, earned premiums shall be computed in accordance with the applicable short rate table or procedure. If we cancel, earned premium shall be computed pro-rata.
6. Premium adjustment may be made at the time cancellation becomes effective. our check or the check of our representative mailed to you shall be sufficient proof of any refund or premium due you.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

CANCELLATION AMENDATORY ENDORSEMENT - MISSOURI

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 012
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies all insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

Paragraphs 1., 2., 5 and 6. of Condition D of **Section VI CONDITIONS** are deleted and replaced by the following:

1. This policy may be cancelled by you by mailing to us written notice stating when such cancellation shall be effective.
2. This policy may be cancelled by us by mailing to you at your last known address, written notice stating when, not less than **ninety (90)** days, but under no circumstances will notice be less than 60 (sixty) days thereafter, or **ten (10)** days but under no circumstances less than 10 (ten) days thereafter, if cancellation is for non-payment of any unpaid portion of the premium, such cancellation shall be effective. The mailing of notice shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall be the end of the "policy period". Under no circumstance will our notice of cancellation to you be less than the minimum required by State law or regulation.
5. If you cancel, earned premiums shall be computed in accordance with the applicable short rate table or procedure. If we cancel, earned premium shall be computed pro-rata.
6. Premium adjustment may be made at the time cancellation becomes effective. our check or the check of our representative mailed to you shall be sufficient proof of any refund or premium due you.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

CANCELLATION AMENDATORY ENDORSEMENT -VIRGINIA

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 013
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies all insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

Parts 1., 2., 5 and 6. of Condition D Cancellation of Section VI. CONDITIONS are deleted and replaced by the following:

1. This policy may be cancelled by you by mailing to us written notice stating when such cancellation shall be effective.
2. This policy may be cancelled by us by mailing to you at your last known address, written notice stating when, not less than **ninety (90)** days thereafter, **ten (10)** days if cancellation is for non-payment of any unpaid portion of the premium, such cancellation shall be effective. Such number of days notice of cancellation is increased from the number of days required by Virginia statute. The mailing of notice shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall be the end of the "policy period". Under no circumstance will our notice of cancellation to you be less than the 45 days minimum required by Virginia State law or regulation for cancellation or 15 days minimum required by Virginia State law for non-payment of premium.
5. If you cancel, earned premiums shall be computed 90% of pro-rata. If we cancel, earned premium shall be computed pro-rata.
6. Premium adjustment may be made at the time cancellation becomes effective. Our check or the check of our representative mailed to you shall be sufficient proof of any refund or premium due you.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

CATASTROPHE MANAGEMENT COVERAGE ENDORSEMENT

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 014
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies all insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

SECTION I., INSURING AGREEMENT, is amended to include the following:

Catastrophe Management Cost Limit of Insurance

\$250,000 Annual Limit

Catastrophe Management Coverage

- A. Subject to the terms and conditions of this endorsement, we will pay “catastrophe management costs” to third parties at the request of and on behalf of the “insured,” arising from a “catastrophe management event” first commencing during the “policy period,” up to the amount of the “catastrophe management costs” Limit of Insurance shown in the Declarations.
- B. A “catastrophe management event” will be deemed to first commence at the time during the “policy period” when a “key executive” first becomes aware of an “occurrence” that gives rise to the “catastrophe management event” and will end when we determine that any one of the necessary elements listed in the definition of a “catastrophe management event” no longer exists or when the “catastrophe management cost” Limit of Insurance shown in the Declarations has been exhausted, whichever occurs first.
- C. There will be no “retained limit” applicable to “catastrophe management costs”, except as it applies to a determination of whether the definition of “catastrophe management event” applies.
- D. Payment of “catastrophe management costs” will not be applied to or erode the aggregate limits of the policy.
- E. Any payment of “catastrophe management costs” that we make under the coverage provided by this endorsement will not (1) be a determination of any other rights or obligations under this policy, (2) create any duty to defend any “suit” under any other part of this policy, or (3) operate as a waiver of any right or defense we have with respect to the coverage under the policy, including Condition F. (Duties in the event of “occurrence”, claim or “suit.”)
- F. For purposes of this endorsement, the following definitions are added to the policy:

“Adverse media coverage” means national or regional news exposure in television, radio, print or internet media that is reasonably likely to have a negative impact on the “insured” with respect to its income, reputation, community relations, public confidence or good will.

“Catastrophe management event” means an “occurrence” that, in the good faith opinion of a “key executive” of the Named Insured, has resulted in or is reasonably likely to result in: (1) “bodily injury”, “property damage” or “personal and advertising injury” covered by this policy; (2) damages that are in excess of the “retained limit”; and (3) a need for “catastrophe management services” due to “adverse media coverage”. “Catastrophe management event” will include “occurrences” resulting from: explosions and other man-made disasters; serious accidents resulting in multiple deaths, burns, dismemberment injuries; traumatic brain injuries; permanent paralysis injuries; or injuries from contamination of food, drink or pharmaceuticals.

“Catastrophe management firm” means any firm that is approved by us and hired by you or us to perform “catastrophe management services” in connection with a “catastrophe management event.”

“Catastrophe management services” means those services performed by a “catastrophe management firm” in advising the “insured” on minimizing potential harm to the “insured” from a covered “catastrophe management event” by managing “adverse media coverage” and maintaining and restoring public confidence in the “insured.”

“Catastrophe management costs” means the following reasonable and necessary expenses incurred during a “catastrophe management event” and directly caused by the “catastrophe management event,” but only to the extent that the insured or a third party arranges for such services resulting in these expenses and the expenses are pre-approved by us:

1. expenses incurred by a “catastrophe management firm” in the performance of “catastrophe management services” for the “insured”;
2. expenses for printing, advertising, mailing of materials or travel by directors, officers, employees or agents of the “insured” or the “catastrophe management firm” incurred at the direction of a “catastrophe management firm”; expenses to secure the scene of a “catastrophe management event;”
3. medical expenses; funeral expenses; expenses for psychological counseling; travel expenses; temporary living expenses or other necessary response costs and approved by us, incurred by or advanced to third parties directly harmed by the “catastrophe management event.”

“Catastrophe management costs” do not include any defense costs.

“Key executive” means the Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, President, General Counsel or general partner (if the “insured” is a partnership) or sole proprietor (if the “insured” is a sole proprietorship) of the “insured”. A “key executive” also means any other person holding a title designated by you, approved by us, and shown by endorsement to this policy.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

**COMMERCIAL UMBRELLA COVERAGE LIMITATION ENDORSEMENT
(No Broader Than Scheduled Underlying Insurance)**

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 015
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies all insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

Notwithstanding any other endorsement to this policy, the insurance coverage provided by this policy will not be broader than the insurance coverage provided by the "underlying insurance".

In the event of an inconsistency or variance between (a) exclusions, restrictions or limiting terms and conditions in this policy and (b) exclusions, restrictions or limiting terms and conditions in the "underlying insurance" addressing the same general risk or hazard, the more restrictive provision shall apply and shall supersede and be deemed to replace the corresponding less restrictive provision. This applies to supersede endorsements in this policy that may under some circumstances create exceptions to exclusions. Such exceptions shall not apply unless they also appear in and apply to "underlying insurance".

All other terms and conditions of this policy remain unchanged.

Authorized Representative

COMMUNICABLE DISEASE EXCLUSION

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 016
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies all insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

The following exclusion is added to the policy:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of, caused by, or in any way connected to the actual or alleged:

- 1) Transmission of;
- 2) Exposure to; or
- 3) Failure to contain
a "communicable disease."

The following definition is added:

"Communicable disease" means any infectious or contagious disease transmissible from person to person, animal to person or animal to animal, by direct or indirect contact with an infected person or animal or that person's or animal's bodily fluid. "Communicable disease" includes, but is not limited to, acquired immune deficiency syndrome (AIDS), hepatitis, severe acute respiratory syndrome (SARS), herpes virus, any venereal disease or sexually transmitted illness or condition.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

COMMUNICABLE DISEASE EXCLUSION - ALASKA

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 017
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies all insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

The following exclusion is added to the policy:

This insurance does not apply to “bodily injury,” “property damage” or “personal and advertising injury” arising out of or caused by the actual or alleged:

- 1) Transmission of;
- 2) Exposure to; or
- 3) Failure to contain

a “communicable disease.”

The following definition is added:

“Communicable disease” means any infectious or contagious disease transmissible from person to person, animal to person or animal to animal, by direct or indirect contact with an infected person or animal or that person’s or animal’s bodily fluid. “Communicable disease” includes, but is not limited to, acquired immune deficiency syndrome (AIDS), hepatitis, severe acute respiratory syndrome (SARS), herpes virus, any venereal disease or sexually transmitted illness or condition.

All other terms and conditions of this policy remain unchanged.

Authorized Representative



COMMUNICABLE DISEASE EXCLUSION (TEXAS)

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 018
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

The policy is amended as follows:

Section V. EXCLUSIONS is amended to add the following exclusion:

This insurance does not apply to:

Communicable Disease

“Bodily injury”, “property damage”, or “personal and advertising injury” arising out of the actual or alleged transmission of a communicable disease.

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

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing for a communicable disease;
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.

All other terms and conditions of the policy remain unchanged.

Authorized Representative



**CONDOMINIUM/COOPERATIVE D&O LIABILITY LIMITATION ENDORSEMENT
Excludes Employment Practices**

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 019
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

TO THE EXTENT THAT COVERAGE IS PROVIDED UNDER THIS ENDORSEMENT, IT SHALL BE PROVIDED ON A CLAIMS-MADE BASIS. CLAIMS-MADE COVERAGE IS LIMITED TO LIABILITY FOR CLAIMS FIRST MADE AGAINST THE INSURED WHILE THE COVERAGE IS IN FORCE. PLEASE REVIEW THE ENDORSEMENT CAREFULLY AND DISCUSS THIS COVERAGE WITH YOUR INSURANCE AGENT OR BROKER

If a claims-made not-for-profit Directors' and Officers' Liability policy with a not-for-profit Condominium or Cooperative Association as the first named insured is listed in the Schedule of Underlying Insurance as "underlying insurance", coverage under this policy will follow the terms, definitions, conditions and exclusions of such "underlying insurance", subject to the "policy period", Limits of Insurance, premium and "retained limit" of this policy.

Notwithstanding coverage provided by this endorsement or coverage provided by "underlying insurance", nothing under this endorsement shall be interpreted to provide coverage for any liability arising out of:

Employment Practices

any liability, "loss", cost, expense, demand, claim or "suit" arising out of employment practices. Employment practices include but are not limited to:

1. Refusal to employ;
2. Termination of employment;
3. Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, failure to promote, retaliation, violation of civil rights, invasion of privacy, discrimination or other acts or omissions arising out of employment related practices, or other employment related practices, policies, acts or omissions; or
4. Any consequential liability, damages, "loss", cost or expense as a result of 1, 2 or 3 above.

This exclusion applies whether or not the "insured" may be held liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of such injury or damages.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

**CONSTRUCTION OPERATIONS EXCLUSION
(No Broader Than Scheduled Underlying Insurance)**

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 020
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

The policy is amended as follows:

1. Section **V. EXCLUSIONS** is amended to add the following exclusion:

This insurance does not apply to:

Construction Operations

Any liability, "loss", cost, expense, demand, claim or "suit" arising out of the construction, renovation, rehabilitation, demolition, excavation, or remediation of any building, property or structure.

This exclusion, however, shall not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. Routine maintenance activities;
2. Routine renovation that does not involve "structural alteration" and
3. Tenant preparation activities.

However, no exception to this exclusion will apply unless "underlying insurance" also provides the same exception or limitation, and under no circumstances will the insurance coverage provided by this policy be broader than the insurance coverage provided by the "underlying insurance". In the event of a variance between this endorsement and an exclusion or limitation of coverage in the "underlying insurance" addressing the same general risk or hazard, the more restrictive provision shall apply and shall supersede and be deemed to replace the corresponding less restrictive provision.

Notwithstanding the above, there is no coverage under this policy for any liability, "loss", cost, expense, demand, claim or "suit" arising out of:

- a. Ground up construction, demolition, excavation, or remediation of any building, property or structure;
- b. Ground up development and construction of real property;
- c. "Structural alteration" to real property; or
- d. Any work by or on behalf of an "insured" in connection with any project for which coverage is afforded an "insured" under a wrap-up or similar plan, including any OCIP or CCIP.
- e. Any construction defect not addressed in subparagraphs a. through d. above which was first discovered more than 24 months after the work had been completed upon that particular part of the work containing the defect.

2. Section **VII. DEFINITIONS** is amended to add the following definition:

“Structural alteration” means work or operations affecting the structural integrity of real property. “Structural alteration” does not include repairs, maintenance, or renovations that do not affect the structural integrity of real property.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

EMPLOYEE BENEFIT PLAN FOLLOW FORM ENDORSEMENT

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 021
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

Except insofar as coverage is available to you in the “underlying insurance” and for the full limits of liability shown therein, this insurance does not apply to liability arising out of any actual or alleged negligent act, error, omission, misstatement, misleading statement, neglect or breach of duty in the “administration” of any “employee benefit program(s)”.

“Administration” includes but is not limited to performing any of the following functions for an “employee benefit program”:

1. Counseling “employees” on your “employee benefit programs”;
2. Interpreting your “employee benefit programs”;
3. Handling records for your “employee benefit programs”;
4. Effecting enrollment, termination or cancellation of employees under your “employee benefit programs”;
5. Calculation of benefits, periods of service, and compensation credits for your “employee benefit programs”;
6. Collection of contributions and application of contributions as provided in your “employee benefit programs”;
7. Preparation of reports required by government agencies, or “employee” communication materials concerning your “employee benefit programs”; or
8. Processing of claims for your “employee benefit programs”.

“Employee benefit program(s)” include but are not limited to group life insurance, group accident or health insurance, pension plans, stock subscription plans, travel, vacation or saving plans, profit sharing plans, social security benefits, unemployment insurance, workers' compensation and disability benefits insurance, and any other similar benefit program.

**EMPLOYEE BENEFIT PLAN LIMITATION
[CLAIMS MADE]**

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 022
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

SCHEDULE

1. Underlying Insurance Company: Refer to Member Endorsement
Policy Number: Refer to Member Endorsement
Expiration Date: Refer to Member Endorsement
Retroactive Date: Refer to Member Endorsement
Limits of Insurance: Refer to Member Endorsement
Each Employee Refer to Member Endorsement
Aggregate: Refer to Member Endorsement
2. Our Retroactive Date: Refer to Member Endorsement
3. Coverage

Except insofar as coverage is available to you in the “underlying insurance” and for the full limits of insurance shown above, this insurance does not apply to liability arising out of any actual or alleged negligent act, error, omission, misstatement, misleading statement, neglect or breach of duty in the “Administration” of any “Employee benefit programs”.

“Administration” included but is not limited to performing any of the following functions for an “employee benefit program”:

- a. Counseling “employees” on your “employee benefit programs”;
- b. Interpreting your “employee benefit programs”;
- c. Handling records for your “employee benefit programs”;

- d. Effecting enrollment, termination or cancellation of “employees” under your “employee benefit programs”;
- e. Calculation of benefits, periods of service, and compensation credits for your “employee benefit programs”.
- f. Collection of contributions and application of contributions as provided in your “employee benefit programs”;
- g. Preparation of reports required by government agencies, or “employee” communication materials concerning your “employee” benefit programs”; or
- h. Processing of claims for your “employee benefit programs”.

“Employee benefit programs” include but are not limited to group life insurance, group accident or health insurance, pension plans, stock subscription plans, travel, vacation or saving plans, profit sharing plans, social security benefits, unemployment insurance, workers’ compensation and disability benefits insurance, and any other similar benefit program.

4. Claims Made Provision

To the extent that coverage is available to you in the “underlying insurance”, it is agreed as follows:

a. Retroactive Date

If the “underlying insurance” above applies on the basis of claims first made against you during the period of that policy, then this policy shall apply to those claims on the same basis and in like manner, provided:

- i. The date such claim is first made against you is during OUR policy period, and
- ii. The injury, loss, or damage occurs on or after OUR Retroactive Date shown in the Schedule, and prior to the termination of this policy.

b. Extended Reporting Period

If the “underlying insurance” provides coverage under an Extended Reporting Period for a claim, then our policy will apply to that claim on the same basis and in like manner, subject to all of the following:

- i. Coverage we afford will only be excess of coverage afforded under an Extended Reporting Period provided by the “underlying insurance”, and
- ii. The injury or damage must occur on or after our Retroactive Date and prior to the termination of this policy, and
- iii. The Extended Reporting Period will not reinstate or increase the Limits of Insurance of this policy or extend our “policy period”.

c. Aggregate Limits

If the applicable Limits of Insurance shown in the “underlying insurance” above apply on an aggregate limit basis, and if the aggregate limit has been reduced or exhausted by payment for claims expense, then our policy shall apply in excess of such reduced or exhausted aggregate limit provided that:

- i. The claim must first be made against you during our “policy period” or during an Extended Reporting Period provided by this policy, and
- ii. Claims or claims expense must be for injury or damage which occurs on or after our Retroactive Date and prior to the termination of this policy, and
- iii. If such applicable Limits of Insurance have been reduced or exhausted by payments for claims or claims expense other than those specified in c.1) and c.2) above, then our policy shall apply as if such payments had not been made.

- d. Item F. Duties in the Event of "Occurrence", Claim or "Suit" of Section **VI. CONDITIONS** of this policy is amended to add paragraph 5. as follows:

Notice of an "occurrence" is not notice of a claim for coverage as provided by this endorsement.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

**ILLINOIS EMPLOYEE BENEFIT PLAN LIMITATION
[CLAIMS MADE]**

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 023
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

SCHEDULE

1. Underlying Insurance
Company: Refer to Member Endorsement
Policy Number: Refer to Member Endorsement
Expiration Date: Refer to Member Endorsement
Retroactive Date: Refer to Member Endorsement
Limits of Insurance: Refer to Member Endorsement
Each Employee Refer to Member Endorsement
Aggregate: Refer to Member Endorsement
2. Our Retroactive Date: Refer to Member Endorsement
3. Coverage

Except insofar as coverage is available to you in the “underlying insurance” and for the full limits of insurance shown above, this insurance does not apply to liability arising out of any actual or alleged negligent act, error, omission, misstatement, misleading statement, neglect or breach of duty in the “Administration” of any “Employee benefit programs”.

“Administration” included but is not limited to performing any of the following functions for an “employee benefit program”:

- a. Counseling “employees” on your “employee benefit programs”;
- b. Interpreting your “employee benefit programs”;
- c. Handling records for your “employee benefit programs”;
- d. Effecting enrollment, termination or cancellation of “employees” under your “employee benefit programs”;
- e. Calculation of benefits, periods of service, and compensation credits for your “employee benefit programs”.
- f. Collection of contributions and application of contributions as provided in your “employee benefit programs”;

- g. Preparation of reports required by government agencies, or “employee” communication materials concerning your “employee” benefit programs”; or
- h. Processing of claims for your “employee benefit programs”.

“Employee benefit programs” include but are not limited to group life insurance, group accident or health insurance, pension plans, stock subscription plans, travel, vacation or saving plans, profit sharing plans, social security benefits, unemployment insurance, workers’ compensation and disability benefits insurance, and any other similar benefit program.

4. Claims Made Provision

To the extent that coverage is available to you in the “underlying insurance”, it is agreed as follows:

a. Retroactive Date

If the “underlying insurance” above applies on the basis of claims first made against you during the period of that policy, then this policy shall apply to those claims on the same basis and in like manner, provided:

- i. The date such claim is first made against you is during OUR policy period, and
- ii. The injury, loss, or damage occurs on or after OUR Retroactive Date shown in the Schedule, and prior to the termination of this policy.

b. Extended Reporting Period

If the “underlying insurance” provides coverage under an Extended Reporting Period for a claim, then our policy will apply to that claim on the same basis and in like manner, subject to all of the following:

- iv. Coverage we afford will only be excess of coverage afforded under an Extended Reporting Period provided by the “underlying insurance”, and
- v. The injury or damage must occur on or after our Retroactive Date and prior to the termination of this policy, and
- vi. The Extended Reporting Period will not extend our “policy period”.
- vii. If the Extended Reporting Period is in effect, we will provide an extended reporting period aggregate limit of insurance equal to the dollar amount in the Schedule of this endorsement under Limits of Insurance, but only for claims first received and recorded during the Extended Reporting Period.

d. Aggregate Limits

If the applicable Limits of Insurance shown in the “underlying insurance” above apply on an aggregate limit basis, and if the aggregate limit has been reduced or exhausted by payment for claims expense, then our policy shall apply in excess of such reduced or exhausted aggregate limit provided that:

- iv. The claim must first be made against you during our “policy period” or during an Extended Reporting Period provided by this policy, and
- v. Claims or claims expense must be for injury or damage which occurs on or after our Retroactive Date and prior to the termination of this policy, and
- vi. If such applicable Limits of Insurance have been reduced or exhausted by payments for claims or claims expense other than those specified in c.i and c.ii above, then our policy shall apply as if such payments had not been made.

- e. Item F. Duties in the Event of “Occurrence”, Claim or “Suit” of Section **VI. CONDITIONS** of this policy is amended to add paragraph 5. as follows:

Notice of an “occurrence” is not notice of a claim for coverage as provided by this endorsement.

LIMITS OF INSURANCE

Employee Benefits Programs: \$ Refer to Member Endorsement
\$ Refer to Member Endorsement

Retroactive Date: Refer to Member Endorsement

All other terms and conditions of this policy remain unchanged.

Authorized Representative

**NORTH CAROLINA EMPLOYEE BENEFIT PLAN LIMITATION
[CLAIMS MADE]**

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 024
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies all insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

Schedule

1. Underlying Insurance
Company: Refer to Member Endorsement
Policy Number: Refer to Member Endorsement
Expiration Date: Refer to Member Endorsement
Retroactive Date: Refer to Member Endorsement
Limits of Insurance: Refer to Member Endorsement
Each Employee Refer to Member Endorsement
Aggregate: Refer to Member Endorsement
2. Our Retroactive Date: Refer to Member Endorsement
3. Coverage

Except insofar as coverage is available to you in the “underlying insurance” and for the full limits of insurance shown above, this insurance does not apply to liability arising out of any actual or alleged negligent act, error, omission, misstatement, misleading statement, neglect or breach of duty in the “Administration” of any “Employee benefit programs”.

“Administration” included but is not limited to performing any of the following functions for an “employee benefit program”:

- a. Counseling “employees” on your “employee benefit programs”;
- b. Interpreting your “employee benefit programs”;
- c. Handling records for your “employee benefit programs”;
- d. Effecting enrollment, termination or cancellation of “employees” under your “employee benefit programs”;
- e. Calculation of benefits, periods of service, and compensation credits for your “employee benefit programs”.
- f. Collection of contributions and application of contributions as provided in your “employee benefit programs”;
- g. Preparation of reports required by government agencies, or “employee” communication materials concerning your “employee” benefit programs”; or
- h. Processing of claims for your “employee benefit programs”.

“Employee benefit programs” include but are not limited to group life insurance, group accident or health insurance, pension plans, stock subscription plans, travel, vacation or saving plans, profit sharing plans, social

security benefits, unemployment insurance, workers' compensation and disability benefits insurance, and any other similar benefit program.

4. Claims Made Provision

To the extent that coverage is available to you in the "underlying insurance", it is agreed as follows:

a. Retroactive Date

If the "underlying insurance" above applies on the basis of claims first made against you during the period of that policy, then this policy shall apply to those claims on the same basis and in like manner, provided:

- 1) The date such claim is first made against you is during OUR policy period, and
- 2) The injury, loss, or damage occurs on or after OUR Retroactive Date shown in the Schedule, and prior to the termination of this policy.

b. Extended Reporting Period

1) If the "underlying insurance" provides coverage under an Extended Reporting Period for a claim, then our policy will apply to that claim on the same basis and in like manner, subject to all of the following:

- a) Coverage we afford will only be excess of coverage afforded under an Extended Reporting Period provided by the "underlying insurance", and
- b) The injury or damage must occur on or after our Retroactive Date and prior to the termination of this policy, and
- c) The Extended Reporting Period will not extend our "policy period".

In North Carolina in the event of a cancellation permitted by G.S. 58-41-15 or nonrenewal effective under G.S. 58-41-20, there shall be a 30-day period after the effective date of the cancellation or nonrenewal during which the insured may elect to purchase coverage for the extended reporting period.

- 2) That the limit of liability in the policy aggregate for the extended reporting period shall be one hundred percent (100%) of the expiring policy aggregate that was in effect at the inception of the policy.
- 3) Within 45 days after the mailing or delivery of the written request of the insured, the insurer shall mail or deliver the following loss information covering a three-year period:
 - a. Aggregate information on total closed claims, including date and description of occurrence, and any paid losses;
 - b. Aggregate information on total open claims, including date and description of occurrence, and amounts of any payments;
 - c. Information on notice of any occurrence, including date and description of occurrence.

c. AGGREGATE LIMITS

If the applicable Limits of Insurance shown in the "underlying insurance" above apply on an aggregate limit basis, and if the aggregate limit has been reduced or exhausted by payment for claims expense, then our policy shall apply in excess of such reduced or exhausted aggregate limit provided that:

- 1) The claim must first be made against you during our "policy period" or during an Extended Reporting Period provided by this policy, and
- 2) Claims or claims expense must be for injury or damage which occurs on or after our Retroactive Date and prior to the termination of this policy, and
- 3) If such applicable Limits of Insurance have been reduced or exhausted by payments for claims or claims expense other than those specified in c.1) and c.2) above, then our policy shall apply as if such payments had not been made.

- d. Item F. Duties in the Event of "Occurrence", Claim or "Suit" of Section VI. CONDITIONS F. of this policy is amended to add paragraph 5. as follows:

Notice of an "occurrence" is not notice of a claim for coverage as provided by this endorsement.

All other terms and conditions remain unchanged.

Authorized Representative

**TEXAS EMPLOYEE BENEFIT PLAN LIMITATION
[CLAIMS MADE]**

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 025
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

SCHEDULE

1. Underlying Insurance
Company: Refer to Member Endorsement
Policy Number: Refer to Member Endorsement
Expiration Date: Refer to Member Endorsement
Retroactive Date: Refer to Member Endorsement
Limits of Insurance: Refer to Member Endorsement
Each Employee Refer to Member Endorsement
Aggregate: Refer to Member Endorsement
2. Our Retroactive Date: Refer to Member Endorsement
3. Coverage

Except insofar as coverage is available to you in the “underlying insurance” and for the full limits of insurance shown above, this insurance does not apply to liability arising out of any actual or alleged negligent act, error, omission, misstatement, misleading statement, neglect or breach of duty in the “Administration” of any “Employee benefit programs”.

“Administration” included but is not limited to performing any of the following functions for an “employee benefit program”:

- a. Counseling “employees” on your “employee benefit programs”;
- b. Interpreting your “employee benefit programs”;
- c. Handling records for your “employee benefit programs”;
- d. Effecting enrollment, termination or cancellation of “employees” under your “employee benefit programs”;
- e. Calculation of benefits, periods of service, and compensation credits for your “employee benefit programs”;
- f. Collection of contributions and application of contributions as provided in your “employee benefit programs”;

- g. Preparation of reports required by government agencies, or “employee” communication materials concerning your “employee benefit programs”; or
- h. Processing of claims for your “employee benefit programs”.

“Employee benefit programs” include but are not limited to group life insurance, group accident or health insurance, pension plans, stock subscription plans, travel, vacation or saving plans, profit sharing plans, social security benefits, unemployment insurance, workers’ compensation and disability benefits insurance, and any other similar benefit program.

4. Claims Made Provision

To the extent that coverage is available to you in the “underlying insurance”, it is agreed as follows:

a. Retroactive Date

If the “underlying insurance” above applies on the basis of claims first made against you during the period of that policy, then this policy shall apply to those claims on the same basis and in like manner, provided:

- i. The date such claim is first made against you is during OUR policy period, and
- ii. The injury, loss, or damage occurs on or after OUR Retroactive Date shown in the Schedule, and prior to the termination of this policy.

b. Extended Reporting Period

If the “underlying insurance” provides coverage under an Extended Reporting Period for a claim, then our policy will apply to that claim on the same basis and in like manner, subject to all of the following:

- i. Coverage we afford will only be excess of coverage afforded under an Extended Reporting Period provided by the “underlying insurance”, and
- ii. The injury or damage must occur on or after our Retroactive Date and prior to the termination of this policy and be reported within 30 days after the effective date of cancellation or non-renewal, and
- iii. There will be a 30 day period after the effective date of the cancellation or non-renewal during which the “insured” may elect to purchase coverage for an extended period for a period of no less than 1 year, and
- iv. The Extended Reporting Period will not extend our “policy period”, and
- v. If the Extended Reporting Period is in effect, we will provide an extended reporting period aggregate limit of insurance equal to the dollar amount in the Schedule of this endorsement under Limits of Insurance, but only for claims first received and recorded during the Extended Reporting Period.

c. Aggregate Limits

If the applicable Limits of Insurance shown in the “underlying insurance” above apply on an aggregate limit basis, and if the aggregate limit has been reduced or exhausted by payment for claims expense, then our policy shall apply in excess of such reduced or exhausted aggregate limit provided that:

- i. The claim must first be made against you during our “policy period” or during an Extended Reporting Period provided by this policy, and
- ii. Claims or claims expense must be for injury or damage which occurs on or after our Retroactive Date and prior to the termination of this policy, and
- iii. If such applicable Limits of Insurance have been reduced or exhausted by payments for claims or claims expense other than those specified in c.i) and c.ii) above, then our policy shall apply as if such payments had not been made.

- d. Item F. Duties in the Event of "Occurrence", Claim or "Suit" of Section **VI. CONDITIONS** of this policy is amended to add paragraph 5. as follows:

Notice of an "occurrence" is not notice of a claim for coverage as provided by this endorsement.

LIMITS OF INSURANCE

Employee Benefits Programs: \$ Refer to Member Endorsement
 \$ Refer to Member Endorsement

Retroactive Date: Refer to Member Endorsement

All other terms and conditions of this policy remain unchanged.

Authorized Representative

EXCLUSION OF SUB-LIMITED UNDERLYING COVERAGES

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 026
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

It is agreed that the policy is amended as follows:

1. SECTION V. **EXCLUSIONS** is amended by adding the following additional Exclusion:

This insurance does not apply to:

Any injury, damage, expense, cost, "loss", liability or legal obligation arising out of any coverage for which a "sub-limit" is imposed in any "underlying insurance".

2. SECTION VII. **DEFINITIONS** is amended by adding the following additional Definition:

"Sub-limit" means any limit of insurance applicable to a specific hazard, peril, cause of injury or damage or category of "loss" in "underlying insurance" which is less than the Per Occurrence limit applicable in general in such "underlying insurance".

All other terms and conditions of the policy remain unchanged.

Authorized Representative

**FUNGI AND BACTERIA EXCLUSION
HABITATIONAL LOCATIONS OUTSIDE NEW YORK STATE EXCEPT CONDO HOTELS
(No Broader Than Scheduled Underlying Insurance)**

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 027
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies all insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

It is agreed that the policy is amended as follows:

1. **SECTION V. EXCLUSIONS** is amended by adding the following additional exclusion:

With respect to “habitational properties” outside the state of New York, this insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of or in any way related to the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any “fungi” or bacteria, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to “bodily injury”, “property damage” or “personal and advertising injury”.

In the event of a variance between this endorsement and an exclusion or limitation of coverage in the “underlying insurance”, the more restrictive provision shall apply and shall supersede and be deemed to replace the corresponding less restrictive provision.

2. Solely with respect to this endorsement, **SECTION VII. DEFINITIONS** is amended by adding the following additional definitions:
 - “Fungi” means any type or form of fungus, mold, mildew, mycotoxins, spores, or scents or by-products produced or released by “fungi”, but does not include any “fungi” intended by the “insured” for human consumption.
 - “Habitational properties” means any building, property or structure used at any time as, or intended at any time for use as, a residence or dwelling. “Habitational properties” includes any common or shared areas for use by the residents, whether inside or outside the building or structure. “Habitational properties” includes but is not limited to:
 1. Single or multi-family dwellings;
 2. Condominiums;
 3. Townhouses;
 4. Cooperative apartment buildings;
 5. Military housing;
 6. Student housing/dormitories;
 7. Assisted living projects/elder care facilities/nursing homes/retirement facilities;
 8. Correctional facilities; or
 9. Multi-unit rental apartment buildings.
“Habitational properties” does not include any “condominium-hotel” or time-shares.
 - “Condominium-hotel” means a hotel, motel or resort property in which a percentage of the units are deeded to individuals pursuant to a condominium form of ownership, where such units are available for the use of

such individuals or their designees for part of the year, and available to be rented out to hotel, motel or resort guests for the remainder of the year.

“Condominium-hotel” does not include those units that are solely owner-occupied.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

GARAGEKEEPERS LEGAL LIABILITY AMENDATORY ENDORSEMENT

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 028
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

Section **V. EXCLUSIONS**, Paragraph E.4. is replaced by the following:

E. Damage to Property

This insurance does not apply to "property damage" to:

4. Personal property in the care, custody or control of the "insured".

However, if coverage for "property damage" to an "Auto" while such vehicle is on the "insured's" premises or in any other way in the care, custody or control of the "insured", is provided by the schedule "underlying insurance":

- a. This exclusion shall not apply; and
- b. The insurance provided by this policy will not be broader than the insurance coverage provided by such policy of "underlying insurance". Any conditions or exclusions in such policy of "underlying insurance" that limit or restrict the insurance coverage provided thereunder shall also limit and restrict the coverage provided under this policy.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

KNOWLEDGE OF OCCURRENCE

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 029
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

With respect to any loss reporting requirements under this policy, it is understood and agreed that knowledge of an "occurrence" or claim by an agent, servant or employee of yours or any other person shall not in itself constitute knowledge by you, unless a corporate officer of yours shall have received notice from said agent, servant, employee or any other person.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

**LEAD EXCLUSION
HABITATIONAL PROPERTIES BUILT PRIOR TO 1980
(No Broader Than Scheduled Underlying Insurance)**

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 030
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

With respect to “habitational properties” built, in whole or in part, prior to January 1, 1980, this insurance does not apply to any liability, “loss”, cost, expense, demand, claim or “suit” arising out of or in any way related to the toxic properties of lead or lead-containing products, materials or substances. This exclusion applies to all forms of lead, including but not limited to solid, liquid, vapor and fumes.

With respect to this endorsement, “habitational properties” means any building, property or structure used at any time as, or intended at any time for use as, a residence or dwelling. “Habitational properties” includes but is not limited to:

10. Single or multi family dwellings;
11. Condominiums;
12. Townhouses;
13. Cooperative apartment buildings;
14. Military housing;
15. Student housing/dormitories;
16. Assisted living projects/elder care facilities/nursing homes/retirement facilities;
17. Correctional facilities; or
18. Multi-unit rental apartment buildings.

However, no exception to or limitation in this exclusion will apply unless “underlying insurance” also provides the same exception or limitation, and under no circumstances will the insurance coverage provided by this policy be broader than the insurance coverage provided by the “underlying insurance”.

In the event of a variance between this endorsement and an exclusion or limitation of coverage in the “underlying insurance” addressing the same general risk or hazard, the more restrictive provision shall apply and shall supersede and be deemed to replace the corresponding less restrictive provision.

All other terms and conditions of the policy remain unchanged.

Authorized Representative



MARINE EMPLOYERS LIABILITY EXCLUSION

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 031
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

We will not cover any "bodily injury", "property damage" or "personal and advertising injury" to any "insured" under our policy arising out of any Workers' Compensation or Employers' Liability laws including but not limited to Jones Act or Longshore & Harbor Workers' Compensation Act (including any amendments, revisions or extensions thereto and any rules or regulations promulgated thereunder).

All other terms and conditions of this policy remain unchanged.

Authorized Representative



MOTORIZED WATERCRAFT EXCLUSION

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 032
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

The policy is amended as follows:

1. Solely as respects liability arising out of the ownership, maintenance, use or entrustment to others of a watercraft, the policy is changed as follows. All references to the exclusion as it pertains to aircraft remain unchanged:

This insurance does not apply to:

“Motorized Watercraft”

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

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

This exclusion does not apply to “motorized watercraft” while ashore on premises you own or rent.

2. Solely with regard to this endorsement, section VII. DEFINITIONS is amended to add the following definition:

“Motorized watercraft” means any watercraft that is propelled wholly or partially by an internal combustion engine, electric motor, jet pump propulsion system or similar mechanized apparatus, but excluding any watercraft propelled exclusively by manual means such as foot pedals, paddles or oars.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

**NON-CONCURRENCY ENDORSEMENT
(Recognizes Non-Concurrency)**

Named Insured Premier Hospitality Insurance Group Inc.			Endorsement Number 033
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

Whereas, the policy (ies) listed in the schedule of "underlying insurance" are non-concurrent with the "policy period" hereunder;

In the event of reduction or exhaustion of the aggregate limit(s) of the policy (ies) by reason of "occurrences" prior to the inception of this policy, it is agreed that such insurance as is afforded by this policy shall:

- (1) in the event of reduction apply in excess of the reduced underlying limit; or
- (2) in the event of exhaustion continue in force as "underlying insurance".

Anything in this endorsement to the contrary notwithstanding this policy applies only to "occurrences" happening during the "policy period".

"Policy period" means the period stated in the Declarations of this policy.

All other terms and conditions remain unchanged.

Authorized Representative

NON-EMPLOYMENT DISCRIMINATION FOLLOW FORM ENDORSEMENT

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 034
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

Except insofar as coverage is available to you in the “underlying insurance” and for the full limits of insurance shown therein, this insurance does not apply to any claim or “suit” based upon or alleging discrimination against any person.

Discrimination includes but is not limited to discrimination on the basis of age, disability, ethnic origin, marital status, physical or mental hardship, race, religious affiliation, sex or sexual orientation.

However, if coverage for non-employment discrimination is provided by a policy(ies) listed in the schedule of “underlying insurance”:

1. This exclusion shall not apply; and
2. The insurance coverage provided by us will not be broader than the insurance coverage provided by the policy(ies) scheduled as “underlying insurance.” Any conditions, provisions, definitions, or exclusions in the policy(ies) scheduled as “underlying insurance” that limit or restrict the insurance coverage provided thereunder shall also limit and restrict the coverage provided by us.

Notwithstanding this endorsement or coverage provided by “underlying insurance” this insurance shall not apply to any liability, “loss”, cost, expense, demand, claim or “suit” arising out of employment practices. Employment practices include but are not limited to:

1. Refusal to employ;
2. Termination of employment;
3. Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, failure to promote, retaliation, violation of civil rights, invasion of privacy, discrimination or other acts or omissions arising out of employment related practices, or other employment related practices, policies, acts or omissions; or
4. Any consequential liability, damages, “loss”, cost or expense as a result of 1, 2 or 3 above.

This exclusion applies whether or not the “insured” may be held liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of such injury or damages.

All other terms and conditions remain unchanged.

Authorized Representative

**POLLUTION (Hospitality) - COMBINATION EXCEPTION TIME ELEMENT AND
NAMED PERIL
(With Insured's Retained Limit)**

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 035
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

- I. Exclusion R. **Pollution** of Section V. **EXCLUSIONS**, is deleted and replaced by the following:

This insurance does not apply:

1. To any injury, damage, expense, cost, "loss", liability or legal obligation arising out of or in any way related to pollution, however caused.
2. To any "loss", cost or expense arising out of any:
 - a. Directive, request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - b. Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

Pollution includes the actual, alleged, or potential presence in or introduction into the environment of any "pollutants", if such "pollutants" have, or are alleged to have, the effect of making the environment impure, harmful, or dangerous. Environment includes any air, land, structure or the air therein, watercourse or water, including underground water, and biota.

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

This exclusion does not apply to "bodily injury" or "property damage" caused by pollution if the discharge, dispersal, seepage, migration, release or escape of "pollutants":

1. Is both unexpected and unintended from the standpoint of the "insured";
2. Commenced abruptly and instantaneously and can be clearly identified as having commenced at a specific time on a specific date during the "policy period"; and
3. Is caused by any one or more of the following:
 - a. fire, lightning, explosion, windstorm, vandalism, malicious mischief, flood, earthquake, riot or civil commotion, sprinkler leakage, collision or upset of a motor vehicle, mobile equipment or an aircraft;

- b. herbicide, pesticide, fungicide or fertilizer application;
- c. any chemical, compound or material used for the maintenance of a swimming pool, whirlpool, or spa, including but not limited to chlorine, hydrochloric acid, bromine, sodium hydroxide, sodium bicarbonate, soda ash, diatomaceous earth, muriatic acid;
- d. smoke, fumes, vapor or soot within a building from:
 - i. Equipment used to heat, cool or dehumidify that building,
 - ii. From equipment used to heat water within that building, or
 - iii. A parking garage within or adjacent to that building;
- e. operations at or from any premises, site or location on which any "insured" or any contractors or subcontractors working directly or indirectly on any "insured's" behalf if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such "insured", contractor or subcontractor;
- f. Any peril other than those listed in 3.a. above, provided that the discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (1) Is at or from any premises, site or location which is owned, occupied, or managed by, or rented or loaned to, any "insured";
 - (2) Is known by any "insured" within 20 days of the commencement of the discharge, dispersal, seepage, migration, release or escape of "pollutants"; and
 - (3) Is reported to us within 80 days of the commencement of the discharge, dispersal, seepage, migration, release or escape of "pollutants";

Notwithstanding the foregoing, we shall have no duty to defend any "suit", claim or proceeding arising out of or in any way related to pollution.

Notwithstanding anything to the contrary in the foregoing paragraphs and regardless of the cause of the pollution, this policy shall not apply to:

- 1. Loss of, damage to or loss of use of property directly or indirectly resulting from subsurface operations of the "insured", and/or removal of, loss or damage to subsurface oil, gas or other substance;
- 2. Any injury, damage, expense, cost, "loss", liability or legal obligation arising out of or in any way related to actual or alleged pollution or contamination at or from a waste site, meaning the part of any premises, site or location which is or was at the time used by any "insured" or by others for the storage, disposal, processing or treatment of waste of any kind. Waste site includes but is not limited to any landfill, pit or dumping ground, treatment, storage and disposal facility, lagoon or pond, drum storage or disposal area, disposal pipe outfall, injection well or any other repository of waste of any kind, whether permitted or not. Waste means any substance that:
 - a. Is left over, or no longer in use, or discarded;
 - b. Is to be reclaimed, recycled, or reconditioned; or
 - c. Has been removed, treated, stored or disposed of as part of any environmental remediation effort.

Notwithstanding anything to the contrary in the foregoing paragraphs, subsurface operations do not include operations necessary or incidental to the "insured's" business as a hospitality and lodging company.

II. Solely with respect to any "occurrence" resulting in "bodily injury" or "property damage" caused by pollution which is covered by this policy but not covered by the "underlying insurance" due to (1) any exclusion or exclusions contained therein or (2) exhaustion of any aggregate limit in the "underlying insurance", the "Insured's" "Retained Limit" in the Limits of Insurance section of the Member Certificate as the Self-Insured Retention is amended to:

\$ 1,000,000 Each Accident for Automobile Liability and

\$ 1,000,000 Each Occurrence All Other.

The above limits are self-insured retentions for which you are solely responsible.

III. With respect to any coverage provided by this endorsement, the "Insured's" "Retained Limit" will not be reduced by costs incurred by the "insured" as defined in Section III. **DEFENSE AND SUPPLEMENTARY PAYMENTS**.

IV. With respect to any "occurrence" resulting in "bodily injury" or "property damage" caused by pollution and subject to the "Insured's" "Retained Limit" noted above, Section III. **DEFENSE AND SUPPLEMENTAL PAYMENTS**, Provisions A. and C. are hereby deleted and replaced by the following:

We will not be obligated to assume charge of the investigation, settlement or defense of any claim made, "suit" brought or proceeding instituted against the "insured" until the "Insured's" "Retained Limit" is exhausted by payment of "loss". We will, however, have the right and shall be given the opportunity to participate in the defense and trial of any claims, "suits" or proceedings 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.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

PURCHASING GROUP AMENDATORY ENDORSEMENT

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 036
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

The policy is amended as follows:

I. The preamble to the policy is deleted and replaced by the following:

This is a master umbrella liability policy issued to a Purchasing Group comprised of members for which a Member Endorsement has been issued. Various provisions in this policy and in each Member Endorsement define and may restrict coverage. Please read the entire policy and Member Endorsement carefully to determine rights, duties and what is and is not covered.

The term "policy", unless expressly describing this master policy, refers to this master policy and any applicable Member Endorsement, which together define the rights and obligations of the company providing this insurance and the "insured" member.

The words "you" and "your" refer to any person or organization qualifying as an "insured" under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

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

We, the Company named in the Declarations, relying upon the statements shown on the Declarations page, Member Endorsement and in the schedule of "underlying insurance" attached to the Member Endorsement, and in return for the payment of premium and subject to the terms, conditions, and limits of insurance of the policy, agree with you as follows:

II. Section II. WHO IS AN INSURED is deleted and replaced by the following:

II. WHO IS AN INSURED

A. The following are "insureds":

1. The Named Insured Purchasing Group named in Item 1 of the Declarations of this policy is an "insured", although no separate rights to coverage for legal liability for damages as a result of "bodily injury", "property damage" or "personal and advertising injury" inure to the Named Insured Purchasing Group as a result of its own business operations, independent of its members.
2. The Named Insured Purchasing Group's members are "insureds", but only if a Member Endorsement, in a form authorized by us, is issued to the member.
3. Any person or organization listed on a Schedule of Named Insureds included in such Member Endorsement issued to a member is an "insured".
4. If any organization who is an "insured" under paragraphs 2. or 3. is:
 - a. A partnership or joint venture, their members, partners, and their spouses are also "insureds", but only with respect to the conduct of your business.

- b. A limited liability company, their members are also “insureds”, but only with respect to the conduct of your business. Their managers are “insureds”, but only with respect to their duties as your managers.
 - c. Any other type of organization, their “executive officers” and directors are “insureds”, but only with respect to their duties as your officers or directors. Their stockholders are also “insureds”, but only with respect to their liability as stockholders.
 - d. A trust, their trustees are also “insureds”, but only with respect to their duties as trustees.
- B. With respect to Purchasing Group members, each of the following is also an “insured”:
1. Your “volunteer workers” only while performing duties related to the conduct of your business, or your “employees”, other than either your “executive officers” (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these “employees” or “volunteer workers” are “insureds” for:
 - a. “Bodily injury” or “personal and advertising injury”:
 - (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 Paragraphs a.(1) or (2) above; or
 - (4) Arising out of his or her providing or failing to provide professional health care services.
 - b. “Property damage” to property:
 - (1) Owned, occupied or used by you,
 - (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”, “volunteer workers”, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 2. Any person (other than your “employee” or “volunteer worker”), or any organization while acting as your real estate manager.
 3. Any person or organization having proper temporary custody of your property if you die, but only:
 - a. With respect to liability arising out of the maintenance or use of that property; and
 - b. Until your legal representative has been appointed.
 4. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.
 5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as an “insured” if it also qualifies as an insured in “underlying insurance” and there is no other similar valid and collectible insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until:
 - (1) the 90th day after you acquire or form the organization;
 - (2) the number of days afforded in the scheduled “underlying insurance”; or
 - (3) the end of the “policy period”,
 whichever is earlier;

- b. This insurance does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization;
- c. This insurance does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization; and
- d. We reserve the right to charge an additional premium if such organization qualifies as an "insured."

III. Section IV. LIMITS OF INSURANCE is deleted and replaced by the following:

IV. LIMITS OF INSURANCE

- A. The Limits of Insurance shall apply separately to each individually numbered Member Endorsement issued to a Purchasing Group member.
- B. The Limits of Insurance shown in the Member Endorsement and the rules below fix 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".
- C. The General Aggregate Limit shown in the Member Endorsement is the most we will pay for all damages, except:
 - 1. Damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - 2. Damages because of "bodily injury" or "property damage" arising out of the ownership, maintenance or use of a covered "auto".
- D. The Products-Completed Operations Aggregate Limit shown in the Member Endorsement is the most we will pay for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
- E. Subject to Paragraphs B and C above, the Each Occurrence Limit shown in the Member Endorsement is the most we will pay for the sum of all damages because of "bodily injury", "property damage", and "personal and advertising injury" arising out of any one "occurrence".
- F. If the applicable limits of "underlying insurance" have been:
 - 1. Reduced by the payment of "loss" covered by this policy, then this policy will be excess of the reduced limit of "underlying insurance".
 - 2. Exhausted by the payment of "loss" covered by this policy, then this policy will continue in force as "underlying insurance".
- G. The Limits of Insurance stated in the Member Endorsement apply to the full "policy period" shown in the Member Endorsement, irrespective of the length of the "policy period". If the "policy period" of the Member Endorsement is extended at any time for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance. This rule applies whether or not the limits of insurance of "underlying insurance" apply in the same manner.
- H. If "underlying insurance" scheduled in the Member Endorsement provides that a separate Aggregate Limit of Insurance will apply to each location for which coverage applies, then Paragraphs B and C will not apply and the General Aggregate Limits shown in the Member Endorsement will apply separately to each such location(s). This provision will not apply if the General Aggregate Limit of the scheduled "underlying insurance" is capped or sub-limited in any way.
- I. If "underlying insurance" scheduled in the Member Endorsement provides that damages included within the "products-completed operations hazard" erode the underlying General Aggregate Limit, then solely with respect to the coverage provided by this policy in excess of such scheduled "underlying insurance":
 - 1. The Products-Completed Operations Aggregate Limit will not apply;

2. Section IV. LIMITS OF INSURANCE, paragraphs C.1. and D. are deleted in their entirety.

J. The Limits of Insurance stated in the Member Endorsement may not be increased or multiplied due to any non-concurrence, overlap or difference in the "policy periods" of this policy and the Member Endorsement, or any renewals thereof.

IV. Section VII. DEFINITIONS is amended as follows:

A. Definition Q. "Policy period" is deleted and replaced by the following:

Q. "Policy period" means:

1. With respect to this policy as a master policy issued to the Named Insured Purchasing Group, the period of time between the inception date shown in the Declarations and the expiration date shown or earlier termination date of the policy. This "policy period" designation is for purposes of administration of the Purchasing Group insurance program, including allocation of premium, "loss", claims, and renewal and/or termination of the program.
2. With respect to all rights, obligations and requirements of Section I. INSURING AGREEMENT; Section II. WHO IS AN INSURED; Section IV. LIMITS OF INSURANCE; Section V. EXCLUSIONS; or Section VI. CONDITIONS as between us and any "insured" member; the period between the inception date shown in the Member Endorsement issued to an "insured" member and the earliest of:
 - a. The expiration date shown in or earlier termination date of such Member;
 - b. The expiration date shown in the Declarations of this policy; or
 - c. The termination date of this policy.

B. Definition Y. "Underlying insurance" is deleted and replaced by the following:

Y. "Underlying insurance" means the policy or policies of insurance listed in the Schedule of Underlying Insurance in the Member Endorsement. The applicable amount of "underlying insurance" of which this insurance will be excess is the greater of (1) the limits stated in the schedule of the Member Endorsement or (2) the limits stated in the Schedule of Underlying Insurance, Form XS-45729 or any other endorsement to this policy.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

SILICA OR SILICA-RELATED DUST EXCLUSION

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 037
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

SECTION V. EXCLUSIONS is amended to include the following additional exclusion.

This insurance does not apply to;

1. "Bodily injury" arising in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of "silica" or "silica-related dust."
2. "Property damage" arising in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust."
3. "Personal and advertising injury" arising in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust."
4. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust," by any "insured" or by any other person or entity.

SECTION VII. DEFINITIONS is amended to include the following additional definitions:

"Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), "silica" particles, "silica" dust or "silica" compounds.

"Silica-related dust" means a mixture or combination of "silica" and other dust or particles.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 038
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

It is agreed that the policy is amended at SECTION VI. **CONDITIONS** by deleting Condition N. **Transfer of Rights of Recovery Against Others to Us** in its entirety and replacing it with the following:

N. Transfer of Rights of Recovery Against Others to Us

1. If the "insured" has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The "insured" must do nothing after "loss" to impair them. At our request, the "insured" will bring "suit" or transfer those rights to us and help us enforce them.
2. Any amount recovered will be apportioned in the inverse order of payment of "loss" to the extent of actual payment. The expenses of all such recovery proceedings will be apportioned in the ratio of respective recoveries.
3. If you and the insurer of "underlying insurance" waive any right of recovery against a specific person or organization for damages as required under an "insured contract", we will also waive any such rights we may have against such person or organization provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract".

All other terms and conditions of this policy remain unchanged.

Authorized Representative

TERRORISM - CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 039
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

- A. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- B. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to 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 \$5,000,000 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.

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

- C. In the event that any "certified act of terrorism" is not covered by "underlying insurance" or any "other insurance" due to any exclusion or exclusions contained therein or because of the exhaustion of the aggregate limits of insurance, the following applies:
1. The Limits of Insurance of the Declarations is amended to include:
"Certified act of terrorism retained limit" \$1,000,000
 2. "Certified act of terrorism retained limit" means the amount stated above, which is the amount of losses that you will pay in the settlement of any claim or "suit" arising directly or indirectly out of a "certified act of terrorism", which is covered by this policy but not covered by the "underlying insurance" or any "other insurance" providing coverage to the "insured" due to any exclusion or exclusions contained therein or because of the exhaustion of the aggregate limit of insurance. "Certified act of terrorism" does not include any costs of investigation, settlement or defense and such costs shall not erode the "certified act of terrorism retained limit".
 3. Solely with respect to this endorsement, Section III., Defense Provisions and Supplement Payments is amended as follows:
 - a. With respect to any "certified act of terrorism" to which this policy applies and no "underlying insurance" or "other insurance" applies due to any exclusion or exclusions contained therein or because of the exhaustion of the aggregate limit of insurance, we shall not be called upon to assume charge of the investigation, settlement or defense of such "suit" against the "insured" seeking damages on account of "bodily injury", "property damage", "personal or advertising injury", or injury or damage to the environment arising directly or indirectly out of a "certified act of terrorism". However, we shall have the right and be given the opportunity to be associated in the defense and trial of any such "suit" relative to any "certified act of terrorism" which in our opinion may create liability on our part under the terms of this policy.

- b. We shall have no obligation to defend the “insured” in such “suit” until the “insured’s” losses, which exclude any costs of investigation, settlement or defense have exceeded the “certified act of terrorism retained limit”. Once such losses have exceeded the “certified act of terrorism retained limit”, we will assume charge of the settlement or defense of any such “suit”. We may make such investigation as we require and effect settlement of any “suit” so defended.
- c. We shall not be obligated to defend any “suit” after the applicable limits of this policy have been exhausted.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

TERRORISM - CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM - OHIO

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 040
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

- A. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- B. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
1. The act resulted in insured losses in excess of \$5,000,000 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.
- The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this policy.
- C. In the event that any "certified act of terrorism" is not covered by "underlying insurance" or any "other insurance" due to any exclusion or exclusions contained therein or because of the exhaustion of the aggregate limits of insurance, this insurance will apply in excess of the "retained limit".

All other terms and conditions of this policy remain unchanged.

Authorized Representative

UNINTENTIONAL FAILURE TO DISCLOSE

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 041
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies all insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

UNMANNED AIRCRAFT EXCLUSION

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 042
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

TO THE EXTENT THE TERMS OR CONDITIONS OF THIS ENDORSEMENT CONFLICT WITH THE TERMS OR CONDITIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED, OR ANY OF THE POLICY'S OTHER ENDORSEMENTS, THE TERMS AND CONDITIONS OF THIS ENDORSEMENT SHALL SUPERSEDE

It is agreed that the policy is amended as follows:

1. Notwithstanding anything to the contrary in this policy or its other endorsements, Section V. EXCLUSIONS, Paragraph A. Aircraft or Watercraft shall not apply to liability arising out of the ownership, maintenance, use or entrustment to others of any "unmanned aircraft" owned or operated by or rented or loaned to any "insured".
2. Section V. EXCLUSIONS, is amended to include the following additional exclusion:

This insurance does not apply to:

UNMANNED AIRCRAFT

"Bodily injury", "property damage" or "personal and advertising injury" arising out of:

- a. the ownership, maintenance, use or entrustment to others of any "unmanned aircraft" owned or operated by or rented or loaned to any "insured". Use includes operation and "loading or unloading";
- b. the manufacturing of "unmanned aircraft";
- c. operation of "unmanned aircraft" in exchange for a fee or other consideration;
- d. leasing or renting "unmanned aircraft" to others; or
- e. "unmanned aircraft" used for package delivery.

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

3. Section VII. DEFINITIONS is amended by adding the following additional definition:

"Unmanned aircraft" means an aircraft that is not designed, manufactured or modified after manufacture to be controlled directly by a person from within or on the aircraft.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

UNSOLICITED COMMUNICATIONS EXCLUSION AMENDMENT TO INCLUDE FACTA

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 043
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies all insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

Section V. **EXCLUSIONS**, Item V. **Unsolicited Communications** is deleted and replaced with the following:

V. Recording and Distribution of Material or Information in Violation of Law

“Bodily injury,” “property damage” or “personal and advertising injury” arising out of any form of communication, including but not limited to facsimile, electronic mail, posted mail or telephone that violates or is alleged to violate:

1. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
2. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
3. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
4. Any federal, state, or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003, 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.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

**ALABAMA CHANGES- CANCELLATION, NONRENEWAL
AND STATE REQUIRED CONDITIONS**

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 044
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS AND UMBRELLA LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS LIABILITY CATASTROPHE POLICY
EXCESS LIABILITY POLICY**

A. The Cancellation Condition is replaced by the following:

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

All other terms and conditions of this policy remain unchanged.

Authorized Representative

ALASKA CHANGES - ATTORNEYS FEES

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 045
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE

Attorney's Fees

for a Judgment of \$

Additional Premium \$

In any "suit" we defend in Alaska, any agreement to pay costs taxed against the "insured" is amended by the following:

- A.** We will not pay that portion of the attorney's fees awarded as costs which does exceed the amount allowed for a contested case in the schedule of attorney's fees contained in Alaska Rule of Civil Procedure 82 for a judgment equal to the applicable Limit of Insurance.
- B.** However, if a premium and a judgment amount are shown in the Schedule, we will pay, instead of the attorney's fees provided in paragraph **A.** above, that portion of the attorney's fees awarded as costs which do not exceed the amount allowed for a contested case in Alaska Rule of Civil Procedure 82 for the judgment amount shown in the Schedule.

Authorized Representative

ALASKA CHANGES - CANCELLATION AND NON RENEWAL

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 046
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS AND UMBRELLA LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS LIABILITY CATASTROPHE POLICY
EXCESS LIABILITY POLICY**

A. The Cancellation Condition is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing to us advance written notice of cancellation.
2. We may cancel this policy by mailing to you and the agent or broker of record written notice of cancellation. Such notice, stating the reason for cancellation, must be sent by first class mail at least:
 - a. 10 days before the effective date of cancellation if we cancel for:
 - (1) Conviction of the insured of a crime having as one of its necessary elements an act increasing a hazard insured against, or
 - (2) Fraud or material misrepresentation by the insured or a representative of the insured in obtaining the insurance or by the insured in pursuing a claim under this policy; or
 - b. 20 days before the effective date of cancellation if we cancel for:
 - (1) Nonpayment of premium, or
 - (2) Failure or refusal of the insured to provide the information necessary to confirm exposure or determine the policy premium; or
 - c. 60 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail our notice to your last known address and the last known address of the agent or broker of record.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. A post office certificate of mailing or certified mail receipt will be sufficient proof of mailing of notice.
6. If this policy is cancelled, we will return any premium refund due to the agent or broker of record, or directly to the first Named Insured, or, if applicable, to the premium finance company. If:
 - a. We cancel, the refund will be the pro rata unearned premium. The refund will be returned or credited before the effective date of cancellation. However, if cancellation is for:
 - (1) Nonpayment of premium;
 - (2) Conviction of the insured of a crime having as one of its necessary elements an act increasing a hazard insured against;

- (3) Discovery of fraud or material misrepresentation made by the insured or a representative of the insured in obtaining the insurance or by the insured in pursuing a claim under the policy;
- (4) Failure or refusal of the insured to provide the information necessary to confirm exposure or necessary to determine the policy premium;

Any unearned premium shall be returned or credited within 45 days after the cancellation notice is given; or

b. The first Named Insured cancels, the refund:

- (1) Will be the pro rata unearned premium minus a cancellation fee of 7.5% of the pro rata unearned premium. However, we will not retain this cancellation fee if this policy is cancelled:
 - (a) And rewritten with us or in our company group;
 - (b) At our request;
 - (c) Because you no longer have a financial or insurable interest in the property or business operation that is the subject of this insurance; or
 - (d) After the first year for a prepaid policy written for a term of more than one year; or
 - (e) The policy is separately endorsed to provide a refund of the pro-rata unearned premium for all cancellations.
- (2) Will be returned or credited:
 - (a) By the effective date of cancellation; or
 - (b) Within 45 days of your request to cancel; whichever is later.

If the policy is selected for audit, we will complete the audit within 45 days of receipt of the request for cancellation. The refund will be returned within 45 days of completion of an audit, or the effective date of cancellation, whichever is later.

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

NONRENEWAL

1. If we decide not to renew this policy, we will mail written notice of nonrenewal, by first class mail, to you and the agent or broker of record at least 45 days before:
 - a. The expiration date; or
 - b. The anniversary date if this policy has been written for more than one year or with no fixed expiration date.
2. We need not mail notice of nonrenewal if:
 - a. We have manifested in good faith our willingness to renew; or
 - b. The first Named Insured has failed to pay any premium required for this policy; or
 - c. The first Named Insured fails to pay the premium required for renewal of this policy.
3. Any notice of nonrenewal will be mailed to your last known address and the last known address of the agent or broker of record. A post office certificate of mailing or certified mail receipt will be sufficient proof of mailing of notice.

C. The following Condition is added:

NOTICE OF PREMIUM OR COVERAGE CHANGES ON RENEWAL

If the premium to renew this policy increases more than 10% for a reason other than an increase in coverage or exposure basis, or if after the renewal there will be a material restriction or reduction in coverage not specifically requested by the insured, we will mail written notice to your last known address and the last known address of the agent or broker of record at least 45 days before:

1. The expiration date; or
2. The anniversary date if this policy has been written for more than one year or with no fixed expiration date.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

ARIZONA CHANGES – CANCELLATION AND NONRENEWAL

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 047
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS AND UMBRELLA LIABILITY POLICY

**COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS LIABILITY CATASTROPHE POLICY
EXCESS LIABILITY POLICY**

A. The Cancellation Condition is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this Policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.
7. Cancellation Of Policies In Effect For 60 Days Or More

If this Policy has been in effect for 60 days or more, or if this Policy is a renewal of a policy we issued, we may cancel this Policy only for one or more of the following reasons:

- a. Nonpayment of premium;
- b. Your conviction of a crime arising out of acts increasing the hazard insured against;
- c. Acts or omissions by you or your representative constituting fraud or material misrepresentation in the procurement of this Policy, in continuing this Policy or in presenting a claim under this Policy;
- d. Substantial change in the risk assumed, except to the extent that we should have reasonably foreseen the change or contemplated the risk in writing the contract;
- e. Substantial breach of contractual duties or conditions;
- f. Loss of reinsurance applicable to the risk insured against resulting from termination of treaty or facultative reinsurance initiated by our reinsurer or reinsurers;
- g. Determination by the Director of Insurance that the continuation of the Policy would place us in violation of the insurance laws of this state or would jeopardize our solvency; or
- h. Acts or omissions by you or your representative which materially increase the hazard insured against.

If we cancel this Policy based on one or more of the above reasons, we will mail by certified mail or by first-class mail using Intelligent Mail barcode or another similar tracking method used or approved by the United States Postal Service to the first Named Insured, and mail to the agent, if any, written notice of cancellation stating the reasons for cancellation. We will mail this notice to the last mailing addresses known to us, at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.

- b. 45 days before the effective date of cancellation if we cancel for any of the other reasons.

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

NONRENEWAL

1. If we elect not to renew this Policy, we will mail by certified mail or by first-class mail using Intelligent Mail barcode or another similar tracking method used or approved by the United States Postal Service to the first Named Insured, and mail to the agent, if any, written notice of nonrenewal. We will mail this notice to the last mailing addresses known to us at least 45 days prior to the expiration of this policy.
2. If notice is mailed, proof of mailing will be sufficient proof of notice.
3. If either one of the following occurs, we are not required to provide written notice of nonrenewal:
 - a. We or a company within the same insurance group has offered to issue a renewal policy; or
 - b. You have obtained replacement coverage or agreed in writing to do so.
4. If written notice of nonrenewal is mailed less than 45 days prior to expiration of this Policy, and neither **3.a.** nor **3.b.** applies, the coverage shall remain in effect until 45 days after the notice is mailed. Earned premium for any period of coverage that extends beyond the expiration date of this Policy shall be considered pro rata based upon the previous year's rate.

C. The following Condition is added:

RENEWAL

1. If we elect to renew this Policy and the renewal is subject to any of the following:
 - a. Increase in premium;
 - b. Change in deductible;
 - c. Reduction in limits of insurance; or
 - d. Substantial reduction in coverage;we will mail or deliver written notice of the change(s) to the first Named Insured, at the last mailing address known to us, at least 30 days before the anniversary or expiration date of the Policy.
2. If renewal is subject to any condition described in **1.a.** through **1.d.** above, and we fail to provide notice 30 days before the anniversary or expiration date of this Policy, the following procedures apply:
 - a. The present policy will remain in effect until the earlier of the following:
 - (i) 30 days after the date of mailing or delivery of the notice; or
 - (ii) The effective date of replacement coverage obtained by the first Named Insured.
 - b. If the first Named Insured elects not to renew, any earned premium for the period of extension of the terminated policy will be calculated pro rata at the lower of the following rates:
 - (i) The rates applicable to the terminated policy; or
 - (ii) The rates presently in effect.
 - c. If the first Named Insured accepts the renewal, the premium increase, if any, and other changes are effective the day following this Policy's anniversary or expiration date.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

**ARKANSAS CHANGES-CANCELLATION, NONRENEWAL
AND STATE REQUIRED CONDITIONS**

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 048
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS AND UMBRELLA LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS LIABILITY CATASTROPHE POLICY
EXCESS LIABILITY POLICY**

A. The Cancellation Condition is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5.
 - a. If this policy is cancelled, we will send the first Named Insured any premium refund due.
 - b. We will refund the pro rata unearned premium if the policy is:
 - (1) Cancelled by us or at our request;
 - (2) Cancelled but rewritten with us or in our company group;
 - (3) Cancelled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or
 - (4) Cancelled after the first year of a prepaid policy that was written for a term of more than one year.
 - c. If the policy is cancelled at the request of the first Named Insured, other than a cancellation described in **b.(2), (3) or (4)** above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.
 - d. The cancellation will be effective even if we have not made or offered a refund.
 - e. If the first Named Insured cancels the policy, we will retain no less than \$100 of the premium, subject to the following:
 - (1) We will retain no less than \$250 of the premium for the Boiler And Machinery Coverage Part.
 - (2) We will retain the premium developed for any annual policy period for the General Liability Classifications, if any, shown in the Declarations.
 - (3) If the Commercial Auto Coverage Part covers only snowmobiles or golfmobiles, we will retain \$100 or the premium shown in the Declarations, whichever is greater.

- (4) If the Commercial Auto Coverage Part covers an "auto" with a mounted amusement device, we will retain the premium shown in the Declarations for the amusement device and not less than \$100 for the auto to which it is attached.

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

7. Cancellation Of Policies In Effect More Than 60 Days

a. If this policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
- (3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
- (4) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;
- (5) Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or
- (6) A material violation of a material provision of the policy.

b. Subject to Paragraph 7.c., if we cancel for:

- (1) Nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy at least 10 days before the effective date of cancellation.
- (2) Any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy at least 20 days before the effective date of cancellation.
- (3) If we cancel for nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy, and any lessee of whom we have received notification prior to the loss, at least 10 days before the effective date of cancellation;
- (4) If we cancel for any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy, and any lessee of whom we have received notification prior to the loss, at least 20 days before the effective date of cancellation.

B. The following Condition is added and supersedes any other provision to the contrary:

NONRENEWAL

- 1. If we decide not to renew this policy, we will mail to the first Named Insured shown in the Declarations written notice of nonrenewal at least 60 days before:
 - a. Its expiration date; or
 - b. Its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.However, we are not required to send this notice if nonrenewal is due to your failure to pay any premium required for renewal.
- 2. We will mail our notice to the first Named Insured's mailing address last known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

CALIFORNIA CHANGES - CANCELLATION AND NONRENEWAL

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 049
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS AND UMBRELLA LIABILITY POLICY COMMERCIAL UMBRELLA LIABILITY POLICY EXCESS LIABILITY CATASTROPHE POLICY EXCESS LIABILITY POLICY

A. The Cancellation Condition is replaced by the following:

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

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured at the mailing address shown in the policy and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

- a. 10 days before the effective date of cancellation if we cancel for:
 - (1) Nonpayment of premium; or
 - (2) Discovery of fraud by:
 - (a) Any insured or his or her representative in obtaining this insurance; or
 - (b) You or your representative in pursuing a claim under this policy.
- b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

- (1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
- (2) Discovery of fraud or material misrepresentation by:
 - (a) Any insured or his or her representative in obtaining this insurance; or
 - (b) You or your representative in pursuing a claim under this policy.
- (3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.
- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
- (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
- (6) A determination by the Commissioner of Insurance that the:

- (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
- (b) Continuation of the policy coverage would:
 - (i) Place us in violation of California law or the laws of the state where we are domiciled; or
 - (ii) Threaten our solvency.
- (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
- (8) A material change in limits, type or scope of coverage, or exclusions in one or more of the underlying policies.
- (9) Cancellation or nonrenewal of one or more of the underlying policies where such policies are not replaced without lapse.
- (10) A reduction in financial rating or grade of one or more insurers, insuring one or more underlying policies based on an evaluation obtained from a recognized financial rating organization.
- b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.
- 4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. The refund, if any, will be computed on a pro rata basis. However, the refund may be less than pro rata if we made a loan to you for the purpose of payment of premiums for this policy. The cancellation will be effective even if we have not made or offered a refund.
- 6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

- 1. If we elect not to renew this policy, we will mail or deliver written notice stating the reason for nonrenewal to the first Named Insured shown in the Declarations and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.
We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

**COLORADO CHANGES- CANCELLATION, NONRENEWAL
AND STATE REQUIRED CONDITIONS**

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 050
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS AND UMBRELLA LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS LIABILITY CATASTROPHE POLICY
EXCESS LIABILITY POLICY**

A. The **Cancellation** Condition is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.
7. Cancellation Of Policies In Effect For 60 Days Or More
 - a. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy by mailing through first-class mail to the first Named Insured written notice of cancellation:
 - (1) Including the actual reason, at least 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
 - (2) At least 45 days before the effective date of cancellation if we cancel for any other reason.

We may only cancel this policy based on one or more of the following reasons:

- (a) Nonpayment of premium;
- (b) A false statement knowingly made by the insured on the application for insurance; or
- (c) A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change.

B. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

If we decide not to renew this policy, we will mail through first-class mail to the first Named Insured shown in the Declarations written notice of the nonrenewal at least 45 days before the expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.

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

C. The following Condition is added:

INCREASE IN PREMIUM OR DECREASE IN COVERAGE

We will not increase the premium unilaterally or decrease the coverage benefits on renewal of this policy unless we mail through first-class mail written notice of our intention, including the actual reason, to the first Named Insured's last mailing address known to us, at least 45 days before the effective date.

Any decrease in coverage during the policy term must be based on one or more of the following reasons:

1. Nonpayment of premium;
2. A false statement knowingly made by the insured on the application for insurance; or
3. A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change.

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

All other terms and conditions of this policy remain unchanged.

Authorized Representative

**CONNECTICUT CHANGES-CANCELLATION, NONRENEWAL
AND STATE REQUIRED CONDITIONS**

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 051
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS LIABILITY POLICY
EXCESS LIABILITY CATASTROPHE POLICY**

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

CANCELLATION

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

2. Cancellation of policies in effect for less than 60 days.

If this policy has been in effect for less than 60 days and is not a renewal of a policy we issued, we may cancel this policy for any reason by giving you written notice of cancellation at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. Cancellation of policies in effect for 60 days or more.

a. If this policy has been in effect for 60 days or more or this is a renewal of a policy we issued, we may cancel this policy by giving you written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for one or more of the following reasons:

- (a) Nonpayment of premium;
- (b) Conviction of a crime arising out of acts increasing the hazard insured against;
- (c) Discovery of fraud or material misrepresentation by you in obtaining the policy or in perfecting any claim thereunder;
- (d) Discovery of any willful or reckless act or omission by you increasing the hazard insured against; or
- (e) A determination by the Commissioner that continuation of the policy would violate or place us in violation of the law; or

(2) 60 days before the effective date of cancellation if we cancel for one or more of the following reasons:

- (a) Physical changes in the property which increase the hazard insured against;
- (b) A material increase in the hazard insured against; or
- (c) A substantial loss of reinsurance by us affecting this particular line of insurance.

- b. We may not cancel policies in effect for 60 days or more or renewal policies for any reason other than the reasons described in Paragraph 3.a. above.
 - c. If we cancel for nonpayment of premium, you may continue the coverage and avoid the effect of the cancellation by payment in full at any time prior to the effective date of cancellation.
 - d. Notice of Cancellation will be delivered or sent by:
 - (1) Registered mail;
 - (2) Certified mail; or
 - (3) Mail evidenced by a United States Post Office certificate of mailing.
- 4. We will give notice to you at your last mailing address known to us.
 - 5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
 - 6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
 - 7. If notice is mailed, proof of mailing will be sufficient proof of notice.
- B.** The following is added and supersedes any other provision to the contrary:

NONRENEWAL

- 1. If we decide not to renew this policy, we will mail or deliver to you a written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date of this policy. The notice will be sent to your address last known to us.
- 2. This notice will be delivered or sent by:
 - a. Registered mail;
 - b. Certified mail; or
 - c. Mail evidenced by a certificate of mailing.If notice is mailed, proof of mailing is sufficient proof of notice.
- 3. However, we are not required to send this notice if nonrenewal is due to your failure to pay any advance premium required for renewal.
- 4. With respect to automobile liability insurance policies only, your policy shall terminate on the effective date of any other insurance policy you purchase with respect to any automobile designated in both policies.

Authorized Representative

**DELAWARE CHANGES-CANCELLATION, NONRENEWAL
AND STATE REQUIRED CONDITIONS**

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 052
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS AND UMBRELLA LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS LIABILITY CATASTROPHE POLICY
EXCESS LIABILITY POLICY**

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

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured, at least 60 days before the expiration date, or the anniversary date if this is a policy written for a term of more than one year or with no fixed expiration date.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us.
3. If notice of nonrenewal is mailed, it will be sent by certified mail.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

DISTRICT OF COLUMBIA CHANGES – LEGAL PARTNER

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 053
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies all insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

The policy is amended as follows:

Whenever used in this policy or any endorsement to the policy, the term spouse includes a Legal Partner who is in a domestic partnership recognized under the laws of the District of Columbia.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

**DISTRICT OF COLUMBIA CHANGES-CANCELLATION, NONRENEWAL
AND STATE REQUIRED CONDITIONS**

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 054
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS AND UMBRELLA LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS LIABILITY CATASTROPHE POLICY
EXCESS LIABILITY POLICY**

A. The Cancellation Condition is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation. At least 5 days before sending notice to the first Named Insured, we will notify the agent or broker, if any, who wrote the policy.
If this policy has been in effect for 30 days or less and is not a renewal of a policy we issued, we may cancel this policy for any reason.
If this policy has been in effect more than 30 days, or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:
 - a. You have refused or failed to pay a premium due under the terms of the policy;
 - b. You have made a material and willful misstatement or omission of fact to us or our employees, agents or brokers in connection with any application to or claim against us;
 - c. You have transferred your property or other interest to a person other than you or your beneficiary, unless the transfer is permitted under the terms of the policy; or
 - d. The property, interest or use of the property or interest has materially changed with respect to its insurability.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

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

NONRENEWAL

We may elect not to renew this policy by mailing or delivering written notice of nonrenewal to the first Named Insured's last mailing address known to us. We will mail or deliver the notice at least 30 days before the expiration of the policy. At least 5 days before sending notice to the first Named Insured, we will notify the agent or broker, if any, who wrote the policy. If notice is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

FLORIDA CHANGES-CANCELLATION, NONRENEWAL

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 055
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS AND UMBRELLA LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS LIABILITY CATASTROPHE POLICY
EXCESS LIABILITY POLICY**

A. The Cancellation Condition is replaced by the following:

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

2. Cancellation Of Policies In Effect

a. For 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
 - (a) A material misstatement or misrepresentation; or
 - (b) A failure to comply with the underwriting requirements established by the insurer.

b. For More Than 90 Days

If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) The policy was obtained by a material misstatement;
- (3) Failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage;
- (4) A substantial change in the risk covered by the policy; or
- (5) The cancellation is for all insureds under such policies for a given class of insureds.

If we cancel this policy for any of these reasons, we will mail or deliver to the Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (b) 45 days before the effective date of cancellation if we cancel for any of the other reasons stated in Paragraph **2.b.**

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

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the Named Insured any premium refund due within 15 working days from the date of cancellation. If we cancel, the refund will be pro rata. If the Named Insured cancels, the refund shall be computed short rate at 90% pro rata. The cancellation will be effective even if we have not made or offered a refund.
 6. If notice is mailed, proof of mailing will be sufficient proof of notice.
- B.** The following is added and supersedes any other provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy we will mail or deliver to the Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this policy.
2. Any notice of nonrenewal will be mailed or delivered to the Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

**GEORGIA CHANGES – CANCELLATION, NONRENEWAL
AND STATE REQUIRED CONDITIONS**

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 056
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS AND UMBRELLA LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS LIABILITY POLICY
EXCESS LIABILITY CATASTROPHE POLICY
EXCESS COMMERCIAL GENERAL LIABILITY POLICY**

A. The Cancellation Condition is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation stating a future date on which the policy is to be cancelled, subject to the following:
 - a. If only the interest of the first Named Insured is affected, the effective date of cancellation will be either the date we receive notice from the first Named Insured or the date specified in the notice, whichever is later. However, upon receiving a written notice of cancellation from the first Named Insured, we may waive the requirement that the notice state the future date of cancellation, by confirming the date and time of cancellation in writing to the first Named Insured.
 - b. If by statute, regulation or contract this policy may not be cancelled unless notice is given to a governmental agency, mortgagee or other third party, we will mail or deliver at least 10 days notice to the first Named Insured and the third party as soon as practicable after receiving the first Named Insured's request for cancellation. Our notice will state the effective date of cancellation, which will be the later of the following:
 - (1) 10 days from the date of mailing or delivering our notice, or
 - (2) The effective date of cancellation stated in the first Named Insured's notice to us.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. Premium Refund
 - a. If this policy is cancelled, we will send the first Named Insured any premium refund due.
 - b. If we cancel, the refund will be pro rata, except as provided in c. below.
 - c. If the cancellation results from failure of the first Named Insured to pay, when due, any premium to us or any amount, when due, under a premium finance agreement, then the refund may be less than pro rata. Calculation of the return premium at less than pro rata represents a penalty charged on unearned premium.
 - d. If the first Named Insured cancels, the refund may be less than pro rata.
 - e. The cancellation will be effective even if we have not made or offered a refund.

6. If notice is mailed, a receipt provided by, or such other evidence of mailing as prescribed or accepted by, the U.S. Postal Service shall be sufficient proof of notice.
- B.** The following is added to the CANCELLATION condition and supersedes any other provisions to the contrary:
If we decide to:
1. Cancel or nonrenew this policy; or
 2. Increase current policy premium by more than 15% (other than any increase due to change in risk, exposure or experience modification or resulting from an audit of auditable coverages); or
 3. Change any policy provision which would limit or restrict coverage;
- then:
- We will mail or deliver notice of our action (including the dollar amount of any increase in renewal premium of more than 15%) to the first Named Insured and lienholder, if any, at the last mailing address known to us. Except as applicable as described in Paragraph **D.** below, we will mail or deliver notice at least:
- a. 10 days before the effective date of cancellation if this policy has been in effect less than 60 days or if we cancel for nonpayment of premium; or
 - b. 45 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
 - c. 45 days before the expiration date of this policy if we decide to nonrenew, increase the premium or limit or restrict coverage.
- C.** With respect to a policy that is written to permit an audit, the following is added to the **Cancellation** Common Policy Condition:
- If you fail to submit to or allow an audit for the current or most recently expired term, we may cancel this policy subject to the following:
1. We will make two documented efforts to send you and your agent notification of potential cancellation. After the second notice has been sent, we have the right to cancel this policy by mailing or delivering a written notice of cancellation to the first Named Insured at least 10 days before the effective date of cancellation, but not within 20 days of the first documented effort.
 2. If we cancel this policy based on your failure to submit to or allow an audit, we will send the written notice of cancellation to the first Named Insured at the last known mailing address by certified mail or statutory overnight delivery with return receipt requested.

Authorized Representative

**HAWAII CHANGES-CANCELLATION, NONRENEWAL
AND STATE REQUIRED CONDITIONS**

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 057
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS LIABILITY POLICY
EXCESS LIABILITY CATASTROPHE POLICY**

A. The Cancellation Condition is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy prior to the expiration of the agreed term, or one year from the effective date of the policy or renewal, whichever is less, only for one or more of the following reasons, by delivering to the first Named Insured written notice of cancellation, at least 30 days before the effective date of cancellation:
 - a. Nonpayment of premium;
 - b. Fraud or material misrepresentation;
 - c. Substantial increase in the risk hazard, except to the extent that we should have reasonably foreseen the change when entering into the contract;
 - d. Substantial breaches of contractual duties, conditions or warranties;
 - e. Violation of any local fire, health or safety statute or ordinance;
 - f. Conviction of the Named Insured for a crime having as one of its necessary elements, an act increasing any hazard that is insured against;
 - g. Determination by the insurance commissioner that the continuation of the policy places us in violation of Chapter 431, Hawaii Revised Statutes; or
 - h. Any good faith reason with the approval of the insurance commissioner.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

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

NONRENEWAL OF POLICY

1. If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal, stating the reasons for nonrenewal, at least 45 days prior to the expiration of this policy.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

Authorized Representative

**IDAHO CHANGES-CANCELLATION, NONRENEWAL
AND STATE REQUIRED CONDITIONS**

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 058
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS AND UMBRELLA LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS LIABILITY CATASTROPHE POLICY
EXCESS LIABILITY POLICY**

A. The Cancellation Condition is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation. Cancellation will be effective on the later of the date requested by the first Named Insured or the date we receive the request.

2. POLICIES IN EFFECT

a. 60 DAYS OR LESS

If this policy has been in effect for 60 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

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

b. MORE THAN 60 DAYS

If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;

(3) Acts or omissions on your part which increase any hazard insured against;

(4) Change in the risk which materially increases the risk of loss after the policy has been issued or renewed including, but not limited to, an increase in exposure due to regulation, legislation or court decision;

(5) Loss of or decrease in reinsurance which provided us with coverage for all or part of the risk insured;

(6) A determination by the Director of Insurance that continuation of this policy would jeopardize our solvency or place us in violation of the insurance laws of Idaho or any other state; or

(7) Violation or breach by the insured of any policy terms or conditions other than nonpayment of premium.

We will mail or deliver written notice of cancellation to the first Named Insured at least:

(a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(b) 30 days before the effective date of cancellation if we cancel for any other reason stated in **2.b.** above.

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

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. The following Condition is added and supersedes any provision to the contrary:

NONRENEWAL

1. If we elect not to renew this policy, we will mail or deliver to the first Named Insured a written notice of intention not to renew at least 45 days prior to the expiration or anniversary date of the policy.
2. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
3. If notice is not mailed or delivered at least 45 days before the expiration or anniversary date of this policy, this policy will remain in effect until 45 days after notice is mailed or delivered. Earned premium for the extended period of coverage will be calculated pro rata at the rates applicable to the expiring policy.
4. We need not mail or deliver this notice if:
 - a. We have offered to renew this policy;
 - b. You have obtained replacement coverage; or
 - c. You have agreed in writing to obtain replacement coverage.
5. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. The following Condition is added:

PREMIUM OR COVERAGE CHANGES AT RENEWAL

1. If we elect to renew this policy, we will mail or deliver written notice of any total premium increase greater than ten (10%) which is the result of a comparable increase in premium rates, change in deductible, reduction in limits or reduction in coverage to the first Named Insured, at the last mailing address known to us.
2. Any such notice will be mailed or delivered to the first Named Insured at least 30 days before the expiration or anniversary date of the policy.
3. If notice is not mailed or delivered at least 30 days before the expiration or anniversary date of the policy, the premium, deductible, limits and coverage in effect prior to the changes will remain in effect until the earlier of the following:
 - a. 30 days after notice is given; or
 - b. The effective date of replacement coverage obtained by the first Named Insured.
4. If the first Named Insured accepts the renewal, the premium increase, if any, and other changes will be effective on and after the first day of the renewal term.
5. If the first Named Insured elects not to renew, any earned premium for the resulting extended period of coverage will be calculated pro rata at the lower of the new rates or rates applicable to the expiring policy.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

All other terms and conditions of this policy remain unchanged.

ILLINOIS NON-ACCUMULATION OF LIMITS ENDORSEMENT

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 059
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

Section VI, CONDITIONS, Section J. Other Insurance is amended to read as follows:

If valid and collectible "other insurance" applies to damages that are also covered by this policy, this policy will share proportionately with other similar coverages the insured may have. This provision will not apply if the "other insurance" is written to be excess of this policy.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

**ILLINOIS CHANGES-CANCELLATION, NONRENEWAL
AND STATE REQUIRED CONDITIONS**

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 060
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS AND UMBRELLA LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS LIABILITY CATASTROPHE POLICY
EXCESS LIABILITY POLICY
FOLLOWING FORM EXCESS LIABILITY COVERAGE**

A. The Cancellation Condition is replaced by the following:

CANCELLATION

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

B. The following is added and supercedes any provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail written notice stating the reason for nonrenewal no less than 60 days before the expiration date to:
 - a. You; and
 - b. The broker, if known to us, or the agent of record.
2. Even if we do not comply with these terms, this policy will terminate:
 - a. On the expiration date, if:
 - (1) You fail to perform any of your obligations in connection with the payment of the premium for the policy, or any installment payment, whether payable directly to us or our agents or indirectly under any premium finance plan or extension of credit; or
 - (2) We have indicated our willingness to renew this policy to you or your representative; or
 - (3) You have notified us or our agent that you do not want to renew this policy.
 - b. On the effective date of any other insurance replacing this policy.

C. Mailing of Notices

We will mail cancellation and nonrenewal notices to you, and the agent or broker, at the last addresses known to us. Proof of mailing will be sufficient proof of notice.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

INDIANA AMENDATORY ENDORSEMENT

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 061
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies all insurance provided under the following:

**COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS LIABILITY POLICY
EXCESS LIABILITY CATASTROPHE POLICY**

It is agreed that any exclusions, limitations, or other provisions contained in this policy or any amendment to or replacement of such exclusions, limitations, or other provisions contained in this policy relating to pollution or pollutants applies whether or not the irritant or contaminant has any function in the business, operations, premises, site(s) or location(s) insured by this policy.

Authorized Representative

**INDIANA CHANGES-CANCELLATION, NONRENEWAL
AND STATE REQUIRED CONDITIONS**

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 062
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS AND UMBRELLA LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS LIABILITY CATASTROPHE POLICY
EXCESS LIABILITY POLICY
FOLLOWING FORM EXCESS LIABILITY COVERAGE**

A. The Cancellation Condition is replaced by the following:

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

2. Cancellation Of Policies In Effect

a. 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3) 30 days before the effective date of cancellation if we cancel for any other reason.

b. More Than 90 Days

If this policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or
- (3) 45 days before the effective date of cancellation if:
 - (a) There has been a substantial change in the scale of risk covered by this policy;
 - (b) Reinsurance of the risk associated with this policy has been cancelled; or
 - (c) You have failed to comply with reasonable safety recommendations.

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

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

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

B. The following is added to the Common Policy Conditions and supersedes any provision to the contrary.

NONRENEWAL

1. If we elect not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal at least 45 days before:
 - a. The expiration date of this policy, if the policy is written for a term of one year or less; or
 - b. The anniversary date of this policy, if the policy is written for a term of more than one year.
2. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

**IOWA CHANGES-CANCELLATION, NONRENEWAL
AND STATE REQUIRED CONDITIONS**

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 063
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS AND UMBRELLA LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS LIABILITY CATASTROPHE POLICY
EXCESS LIABILITY POLICY**

A. The Cancellation Condition is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. Cancellation Requirements
 - a. We may cancel this policy, by mailing or delivering to the first Named Insured and any loss payee written notice of cancellation at least:
 - (1) 30 days before the effective date of cancellation if we cancel due to loss of reinsurance coverage;
 - (2) 10 days before the effective date of cancellation if we cancel for any other reason.
 - b. If this policy is a new policy and has been in effect for less than 60 days, we may cancel for:
 - (1) Loss of reinsurance, subject to **d.** below; or
 - (2) Any other reason.
 - c. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) Misrepresentation or fraud made by or with your knowledge in obtaining the policy, when renewing the policy, or in presenting a claim under the policy;
 - (3) Acts or omissions by you that substantially change or increase the risk **insured**;
 - (4) Determination by the Commissioner that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of this or any other state;
 - (5) You have acted in a manner which you knew or should have known was in violation or breach of a policy term or condition; or
 - (6) Loss of reinsurance, subject to **d.** below.
 - d. We may cancel due to loss of reinsurance which provides coverage to us for a significant portion of the underlying risk insured, but only if the Commissioner determines that such cancellation is justified.
3. We will mail or deliver our notice to the first Named Insured's and any loss payee's last mailing address known to us.
4. Notice of cancellation will state:
 - a. The reason for cancellation; and

**KANSAS CHANGES-CANCELLATION, NONRENEWAL
AND STATE REQUIRED CONDITIONS**

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 064
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS AND UMBRELLA LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS LIABILITY CATASTROPHE POLICY
EXCESS LIABILITY POLICY**

A. The Cancellation Condition is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- 2.a. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reasons for cancellation, at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- b. If this policy has been in effect for 90 days or more, or if it is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) This policy was issued because of material misrepresentation;
 - (3) You or any other insured violated any of the material terms and conditions of this policy;
 - (4) Unfavorable underwriting factors, specific to you, exist that were not present at the inception of this policy;
 - (5) A determination by the insurance commissioner that continuation of coverage could place us in a hazardous financial condition or in violation of the laws of Kansas; or
 - (6) A determination by the insurance commissioner that we no longer have adequate reinsurance to meet our needs.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. The following is added and supersedes any condition to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured at least 60 days prior to the expiration of the policy.

2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

**KENTUCKY CHANGES-CANCELLATION, NONRENEWAL
AND STATE REQUIRED CONDITIONS**

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 065
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS AND UMBRELLA LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS LIABILITY CATASTROPHE POLICY
EXCESS LIABILITY POLICY**

A. The Cancellation Condition is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. **Cancellation Of Policies In Effect For 60 Days Or Less**
If this policy has been in effect for 60 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 14 days before the effective date of cancellation.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.
7. **Cancellation Of Policies In Effect For More Than 60 Days**
 - a. If this policy has been in effect for more than 60 days or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) Discovery of fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
 - (3) Discovery of willful or reckless acts or omissions on your part which increase any hazard insured against;
 - (4) The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;
 - (5) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;
 - (6) We are unable to reinsure the risk covered by the policy; or
 - (7) A determination by the commissioner that the continuation of the policy would place us in violation of the Kentucky insurance code or regulations of the commissioner.
 - b. If we cancel this policy based on Paragraph 7.a. above, we will mail or deliver a written notice of cancellation to the first Named Insured, stating the reason for cancellation, at least:
 - (1) 14 days before the effective date of the cancellation, if cancellation is for nonpayment of premium; or
 - (2) 75 days before the effective date of the cancellation, if cancellation is for any reason stated in 7.a.(2) through 7.a.(7) above.

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

NONRENEWAL

1. For the purpose of this Condition:
 - a. Any policy period or term of less than 6 months shall be considered to be a policy period or term of six months; and
 - b. Any policy period or term of more than 1 year or any policy with no fixed expiration date shall be considered a policy period or term of 1 year.
2. If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, at the last mailing address known to us, at least 75 days before the expiration date of the policy period.
3. If notice of nonrenewal is not provided pursuant to this Condition, coverage under the same terms and conditions shall be deemed to be renewed for the ensuing policy period upon payment of the appropriate premium until you have accepted replacement coverage with another insurer, or until you have agreed to the nonrenewal.
4. If we mail or deliver a renewal notice to the first Named Insured at least 30 days before the end of the policy period, stating the renewal premium and its due date, the policy will terminate without further notice unless the renewal premium is received by us or our authorized agent by the due date.
5. If this policy terminates because the renewal premium has not been received by the due date, we will, within 15 days, mail or deliver to the first Named Insured at his last known address a notice that the policy was not renewed and the date it was terminated.
6. If notice is mailed, proof of mailing is sufficient proof of notice.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

**MAINE CHANGES-CANCELLATION, NONRENEWAL
AND STATE REQUIRED CONDITIONS**

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 066
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS AND UMBRELLA LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS LIABILITY CATASTROPHE POLICY
EXCESS LIABILITY POLICY
FOLLOWING FORM EXCESS LIABILITY COVERAGE**

A. The Cancellation Condition is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering written notice of cancellation to the first Named Insured. If we cancel, cancellation will not be effective prior to 10 days after the receipt by the first Named Insured of the notice of cancellation
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation to the first Named Insured will state the effective date of and reasons for cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. A post office certificate of mailing to the first Named Insured at the last known mailing address will be conclusive proof of receipt of notice on the third calendar day after mailing.

B. If this policy has been in effect for 60 days or more, or if it is a renewal or continuation of a policy issued by us, the following is added to the Cancellation Common Policy Condition and supersedes any other provisions to the contrary:

1. We may cancel this policy only for one or more of the following reasons:
 - a. Nonpayment of premium;
 - b. Fraud or material misrepresentation made by you or with your consent in obtaining the policy, continuing the policy or in presenting a claim under the policy;
 - c. Substantial change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including, but not limited to, an increase in exposure due to regulation, legislation or court decision;
 - d. Failure to comply with reasonable loss control recommendations;
 - e. Substantial breach of contractual duties, conditions or warranties; or
 - f. Determination by the superintendent of insurance that the continuation of a class or block of business to which the policy belongs will jeopardize our solvency or will place us in violation of the insurance laws of Maine or any other state.

C. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

If we decide not to renew this policy, we will mail or deliver notice of nonrenewal to the first Named Insured. Nonrenewal will not be effective prior to 30 days after the receipt by the first Named Insured of the notice of nonrenewal. A post office certificate of mailing to the first Named Insured at the last known mailing address will be conclusive proof of receipt of notice on the third calendar day after mailing.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

MARYLAND CHANGES-CANCELLATION, NONRENEWAL

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 067
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS LIABILITY POLICY
EXCESS LIABILITY CATASTROPHE POLICY**

A. The Cancellation Condition is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. When this policy has been in effect for 45 days or less and is not a renewal policy, we may cancel this Coverage Part by mailing to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
 - b. 15 days before the effective date of cancellation if we cancel because the risk does not meet our underwriting standards.
3. When this policy has been in effect for more than 45 days or is a renewal policy, we may cancel this policy by mailing the first Named Insured, at the last mailing address known to us, written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
 - b. 45 days before the effective date of cancellation if we cancel for a permissible reason other than nonpayment of premium, stating the reason for cancellation. Under this Paragraph b., we may cancel only for one or more of the following reasons:
 - (1) When there exists material misrepresentation or fraud in connection with the application, policy, or presentation of a claim.
 - (2) Change in the condition of the risk that results in an increase in the hazard insured against.
 - (3) A matter or issue related to the risk that constitutes a threat to public safety.

If we cancel pursuant to Paragraph 3.b., you may request additional information on the reason for cancellation within 30 days from the date of our notice.

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

If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be calculated as follows:

 - a. **Policies Written For One Year Or Less**

We will refund 90% of the pro rata unearned premium.
 - b. **Policies Written For More Than One Year**
 - (1) If the policy is cancelled in the first year, we will refund 90% of the pro rata unearned premium for the first year, plus the full annual premium for subsequent years.
 - (2) If the policy is cancelled after the first year, we will refund the pro rata unearned premium.
 - c. **Continuous And Annual Premium Payment Policies**

We will refund 90% of the pro rata unearned premium for the year in which the policy is cancelled.

However, if this policy is financed by a premium finance company and we or the premium finance company or the first Named Insured cancels the policy, the refund will consist of the gross unearned premium computed pro rata, excluding any expense constant, administrative fee or nonrefundable charge filed with and approved by the insurance commissioner.

The cancellation will be effective even if we have not made or offered a refund.

5. A certificate of mailing will be proof of mailing and sufficient proof of notice.

B. The following condition is added and supersedes any provisions to the contrary:

When We Do Not Renew

1. We may elect not to renew this policy by mailing notice of nonrenewal to the first Named Insured at the last mailing address known to us at least 45 days before the expiration date of this policy.
2. We will send notice of nonrenewal to the first Named Insured by certificate of mail or by commercial mail delivery service. We will maintain proof of mailing in a form authorized or accepted by the United States Postal Service or by other commercial mail delivery service when such service is used. Proof of mailing will be sufficient proof of notice.
3. When we elect not to renew a policy that has been in effect for more than 45 days for a reason other than nonpayment of premium, we will provide a written statement of the actual reason for the refusal to renew. You may request additional information within 30 days from the date of our notice.
4. If we offer to renew at least 45 days before the renewal date and you fail to make the required premium payment by the renewal date, the policy will terminate on the renewal date for nonpayment of premium.

Authorized Representative

**MASSACHUSETTS CHANGES-CANCELLATION, NONRENEWAL
AND STATE REQUIRED CONDITIONS**

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 068
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS AND UMBRELLA LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS LIABILITY CATASTROPHE POLICY
EXCESS LIABILITY POLICY**

A. The **Cancellation Condition is replaced by the following:**

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

All other terms and conditions of this policy remain unchanged.

Authorized Representative

AMENDATORY ENDORSEMENT – MICHIGAN

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 069
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies all insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

It is agreed that the following changes are hereby made a part of this policy:

A. Item 2. of **CONDITION F. Duties in the Event of “Occurrence,” Claim or “Suit”** is amended to read as follows:

2. If a claim is made or “suit” is brought against any “insured” that is reasonably likely to involve this policy, you must:
 - a. Immediately record the specifics of the claim or “suit” and the date received; and
 - b. Notify us as soon as practicable.

The following are added:

5. Notice given by or on behalf of the “insured” to our authorized agent, with particulars sufficient to identify the “insured” shall be considered notice to us.
6. Failure to give any notice required by this Condition within the time period specified shall not invalidate any claim made by you if it shall be shown not to have been reasonably possible to give notice within the prescribed time period and that notice was given as soon as reasonably possible.

B. The following is added to **CONDITION H. Legal Action Against Us:**

3. You are not forbidden from filing a lawsuit against us within the statute of limitations to have any dispute settled by a court of proper jurisdiction when you believe we have not appropriately responded to your requests concerning such proceedings or have acted inappropriately in handling your claim.

C. **CONDITION J. Other Insurance** is amended to read as follows:

If valid and collectible “other insurance” applies to damages that are also covered by this policy, this policy will apply excess of the “other insurance” and will not contribute with such “other insurance.” This provision will not apply if the “other insurance” is written to be excess of this policy.

When both this insurance and any “other insurance” apply to a loss on the same basis, whether primary, excess, contingent, or any other basis then we will share with that “other insurance” by the following method:

CONTRIBUTION BY EQUAL SHARES

If all of the "other insurance" permits contributions by equal shares, we will follow this method also. Under this method, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

CONTRIBUTION BY LIMITS

If any of the "other insurance" does not permit contribution by equal shares we will contribute by limits. Under this method, each insurer's share is based upon the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Authorized Representative

**MICHIGAN CHANGES-CANCELLATION, NONRENEWAL
AND STATE REQUIRED CONDITIONS**

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 070
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS AND UMBRELLA LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS LIABILITY CATASTROPHE POLICY
EXCESS LIABILITY POLICY**

A. The Cancellation Condition is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy at any time by advising us, or our authorized agent, on or before the effective date of such cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us or our authorized agent.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any pro rata premium refund due. The minimum earned premium shall not be less than the pro rata premium for the expired time or \$25.00, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. The following Condition is added and supersedes any other provision to the contrary:

NONRENEWAL

If we decide not to renew this policy, we will mail or deliver to the first Named Insured's last mailing address known to us or our authorized agent written notice of the nonrenewal not less than 30 days before the expiration date.

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

All other terms and conditions of this policy remain unchanged.

Authorized Representative

**MINNESOTA CHANGES-CANCELLATION, NONRENEWAL
AND STATE REQUIRED CONDITIONS**

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 071
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS AND UMBRELLA LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS LIABILITY CATASTROPHE POLICY
EXCESS LIABILITY POLICY**

A. The Cancellation Condition is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy, subject to the provisions of **B.3.** below, by first class mailing, or by delivery, of a written notice of cancellation to the first Named Insured and any agent, to their last mailing addresses known to us. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

3. Policies In Effect

a. Less Than 90 Days

If this policy is a new policy and has been in effect for fewer than 90 days, we may cancel for any reason by giving notice at least:

- (1) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
- (2) 30 days before the effective date of cancellation, if we cancel for any other reason.

b. 90 Days Or More

If this policy has been in effect for 90 days or more, or if it is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Misrepresentation or fraud made by you or with your knowledge in obtaining the policy or in pursuing a claim under the policy;
- (3) An act or omission by you that substantially increases or changes the risk insured;
- (4) Refusal by you to eliminate known conditions that increase the potential for loss after notification by us that the condition must be removed;
- (5) Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;
- (6) Loss of reinsurance by us which provided coverage to us for a significant amount of the underlying risk insured. Any notice of cancellation pursuant to this item shall advise the policyholder that he or she has 10 days from the date of receipt of the notice to appeal the cancellation to the commissioner of commerce and that the commissioner will render a decision as to whether the cancellation is justified because of the loss of reinsurance within 30 business days after receipt of the appeal;
- (7) A determination by the commissioner that the continuation of the policy could place us in violation of the Minnesota insurance laws; or

- (8) Nonpayment of dues to an association or organization, other than an insurance association or organization, where payment of dues is a prerequisite to obtaining or continuing such insurance. This provision for cancellation for failure to pay dues shall not be applicable to persons who are retired at 62 years of age or older or who are disabled according to social security standards.

Under this Item **B.3.b.**, we will give notice at least:

- (1) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium. The cancellation notice shall contain the information regarding the amount of premium due and the due date, and shall state the effect of nonpayment by the due date. Cancellation shall not be effective if payment of the amount due is made prior to the effective date of cancellation; or
 - (2) 60 days before the effective date, if we cancel for a reason described in **B.3.b.(2)** through **(8)** above. The notice of cancellation will state the reason for cancellation.
4. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
 5. Proof of mailing of any notice shall be sufficient proof of notice.

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

NONRENEWAL

If we decide not to renew this policy, we may do so by giving the first Named Insured and any agent written notice of our intent not to renew at least 60 days before the expiration date of this policy. Such notice will be delivered or mailed by first class mail to their last mailing addresses known to us.

Proof of mailing of any notice shall be sufficient proof of notice.

We need not mail or deliver this notice if you have:

1. Insured elsewhere;
2. Accepted replacement coverage; or
3. Agreed not to renew this policy.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

**MISSISSIPPI CHANGES-CANCELLATION, NONRENEWAL
AND STATE REQUIRED CONDITIONS**

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 072
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS AND UMBRELLA LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS LIABILITY CATASTROPHE POLICY
EXCESS LIABILITY POLICY**

A. The following Condition is added and supersedes any provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured at least:
 - a. 10 days before the effective date of nonrenewal, if the nonrenewal is due to nonpayment of premium; or
 - b. 30 days before an anniversary date or the expiration date of the policy, if the nonrenewal is for any other reason.
2. The notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

MISSOURI CHANGES - CANCELLATION AND NONRENEWAL

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 073
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS AND UMBRELLA LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS LIABILITY CATASTROPHE POLICY
EXCESS LIABILITY POLICY**

I. The following is added to **SECTION IV - CONDITIONS, D. CANCELLATION:**

D. CANCELLATION:

The notice of cancellation will state the reason(s) for cancellation.

II. The following is added to **SECTION IV - CONDITIONS:**

NONRENEWAL

1. We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the actual reason for nonrenewal, at least sixty days prior to the effective date of the nonrenewal.
2. If notice is mailed, proof of mailing will be sufficient proof of notice.
3. Notice of nonrenewal will state the effective date of nonrenewal. The policy period will end on that date.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

**MONTANA CHANGES-CANCELLATION, NONRENEWAL
AND STATE REQUIRED CONDITIONS**

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 074
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS AND UMBRELLA LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS LIABILITY CATASTROPHE POLICY
EXCESS LIABILITY POLICY**

A. The Cancellation Condition is replaced by the following:

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

2. Cancellation Of Policies

a. Midterm Cancellation

We may cancel this policy based on the provisions below, by mailing or delivering written notice to the first Named Insured at least 10 days before the effective date of cancellation:

- (1) If this policy has been in effect for less than 60 days, except as provided in **2.a.(3)** below, we may cancel for any reason.
- (2) If this policy has been in effect for 60 days or more, we may cancel this policy prior to the expiration of the agreed term or prior to one year from the effective date of the policy or renewal, whichever is less, only for one or more of the following reasons:
 - (a) Failure to pay a premium when due;
 - (b) Material misrepresentation;
 - (c) Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;
 - (d) Substantial breaches of contractual duties, conditions or warranties;
 - (e) Determination by the Commissioner of Insurance that continuation of the policy would place us in violation of the Montana Insurance Code;
 - (f) Financial impairment of us; or
 - (g) Such other reasons that are approved by the Commissioner of Insurance.
- (3) If this policy has been issued for a term longer than one year, and if either the premium is prepaid or an agreed term is guaranteed for additional premium consideration, we may cancel this policy only for one or more of the reasons stated in **2.a.(2)** above.

b. Anniversary Cancellation

We may cancel any policy with a term of more than one year by mailing or delivering to the first Named Insured written notice of cancellation at least 45 days before the anniversary date of the policy. Such cancellation will be effective on the policy's anniversary date.

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

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund. However, when a financed insurance policy is cancelled, we will send any refund due to the premium finance company on a pro rata basis.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

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

NONRENEWAL

1. If we elect not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations and agent, if any, a notice of intention not to renew at least 45 days before the agreed expiration date.
2. We need not mail or deliver this notice if:
 - a. You have purchased insurance elsewhere;
 - b. You have accepted replacement coverage;
 - c. You have requested or agreed to nonrenewal; or
 - d. This policy is expressly designated as nonrenewable.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

**NEBRASKA CHANGES-CANCELLATION, NONRENEWAL
AND STATE REQUIRED CONDITIONS**

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 075
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS AND UMBRELLA LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS LIABILITY CATASTROPHE POLICY
EXCESS LIABILITY POLICY**

A. The Cancellation Condition is replaced by the following:

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

If this policy has been in effect for 60 days or less, we may cancel this policy for any reason.
 - b. **More Than 60 Days**

If this policy has been in effect for more than 60 days or if this is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

 - (1) Nonpayment of premium;
 - (2) The policy was obtained through material misrepresentation;
 - (3) Any insured has submitted a fraudulent claim;
 - (4) Any insured has violated the terms and conditions of this policy;
 - (5) The risk originally accepted has substantially increased;
 - (6) Certification to the Director of Insurance of our loss of reinsurance which provided coverage to us for all or a substantial part of the underlying risk insured; or
 - (7) The determination by the Director of Insurance that the continuation of the policy could place us in violation of the Nebraska Insurance Laws.
 - c. If we cancel this policy subject to **2.a.** or **2.b.** above, we will mail to the first Named Insured a written notice of cancellation, stating the reasons for cancellation, at least:
 1. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 2. 60 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail our notice by first class mail to the first Named Insured's last mailing address known to us. A United States Postal Service Certificate of Mailing shall be sufficient proof of receipt of notice on the third calendar day after the date of the certificate of mailing.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

B. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail written notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured, at least 60 days prior to the expiration date of this policy.
2. Any notice of nonrenewal will be mailed by first class mail to the first Named Insured's last mailing address known to us. A United States Postal Service Certificate of Mailing shall be sufficient proof of receipt of notice on the third calendar day after the date of the certificate of mailing.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

**NEVADA CHANGES- CANCELLATION, NONRENEWAL
AND STATE REQUIRED CONDITIONS**

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 076
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS AND UMBRELLA LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS LIABILITY CATASTROPHE POLICY
EXCESS LIABILITY POLICY**

A. The Cancellation Condition is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.
7. **a. Midterm Cancellation**
If this policy has been in effect for 70 days or more, or if this policy is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) Conviction of the insured of a crime arising out of acts increasing the hazard insured against;
 - (3) Discovery of fraud or material misrepresentation in obtaining the policy or in presenting a claim thereunder;
 - (4) Discovery of an act or omission or a violation of any condition of the policy which occurred after the first effective date of the current policy, and substantially and materially increases the hazard insured against;
 - (5) A material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;

- (6) A determination by the commissioner that continuation of our present volume of premiums would jeopardize our solvency or be hazardous to the interests of our policyholders, creditors or the public;
- (7) A determination by the commissioner that the continuation of the policy would violate, or place us in violation of, any provision of the code.

b. Anniversary Cancellation

If this policy is written for a term longer than one year, we may cancel for any reason at an anniversary, by mailing or delivering written notice of cancellation to the first Named Insured at the last mailing address known to us at least 60 days before the anniversary date.

B. The following is added as an additional Condition and supersedes any other provision to the contrary:

NONRENEWAL

1. If we elect not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations a notice of intention not to renew at least 60 days before the agreed expiration date.

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

2. We need not provide this notice if:

- a. You have accepted replacement coverage;
- b. You have requested or agreed to nonrenewal; or
- c. This policy is expressly designated as nonrenewable.

C. Notices

1. Notice of cancellation or nonrenewal in accordance with **A.** and **B.** above, will be mailed, first class or certified, or delivered to the first Named Insured at the last mailing address known to us and will state the reason for cancellation or nonrenewal.

2. We will also provide a copy of the notice of cancellation, for both policies in effect less than 70 days and policies in effect 70 days or more, to the agent who wrote the policy.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

NEW HAMPSHIRE CHANGES – CIVIL UNION

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 077
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies all insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY POLICY
COMMERCIAL EXCESS AND UMBRELLA LIABILITY POLICY
EXCESS COMMERCIAL GENERAL LIABILITY POLICY
EXCESS LIABILITY POLICY
EXCESS CATASTROPHE LIABILITY POLICY
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY**

A. All references to spouse shall include a partner in a civil union recognized under New Hampshire law.

Authorized Representative

**NEW HAMPSHIRE CHANGES-CANCELLATION, NONRENEWAL
AND STATE REQUIRED CONDITIONS**

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 078
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS AND UMBRELLA LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS LIABILITY CATASTROPHE POLICY
EXCESS LIABILITY POLICY**

A. The Cancellation Condition is replaced by the following:

1. The Named Insured(s) shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. **a.** We may cancel this policy by mailing or physically delivering to you written notice of cancellation, stating the reasons for cancellation, at least:
 - (1) 10 days before the effective date of cancellation if we cancel for:
 - (a) Nonpayment of premium; or
 - (b) Substantial increase in hazard;
 - (2) 60 days before the effective date of cancellation if we cancel for any other reason.
- b.** If this policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) Fraud or material misrepresentation affecting the policy or in the presentation of a claim thereunder, or violation of any of the terms or conditions of the policy; or
 - (3) Substantial increase in hazard; provided that cancellation for this reason shall be effective only after prior approval of the Commissioner.
3. We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:
 - a.** Certified mail or certificate of mailing if cancellation is for nonpayment of premium.
 - b.** Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph **3.a.** or **3.b.** will be sufficient proof of notice.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the Named Insured(s) any premium refund due. If we cancel, the refund will be pro rata. If the Named Insured(s) cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

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

NONRENEWAL

1. If we elect not to renew this policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the policy, or its anniversary date if it is a policy written for a term of more than one year.

2. However, we need not mail or physically deliver this notice if:
 - a. We have indicated a willingness to renew;
 - b. We refuse to renew due to nonpayment of premium;
 - c. You do not pay any advance premium required by us for renewal; or
 - d. Any property covered in this policy is insured under any other insurance policy.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

**NEW JERSEY CHANGES-CANCELLATION, NONRENEWAL
AND STATE REQUIRED CONDITIONS**

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 079
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS AND UMBRELLA LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS LIABILITY CATASTROPHE POLICY
EXCESS LIABILITY POLICY**

- A.** Pursuant to New Jersey law, this policy cannot be cancelled or nonrenewed for any underwriting reason or guideline which is arbitrary, capricious or unfairly discriminatory or without adequate prior notice to the insured. The underwriting reasons or guidelines that an insurer can use to cancel or nonrenew this policy are maintained by the insurer in writing and will be furnished to the insured and/or the insured's lawful representative upon written request.

This provision shall not apply to any policy which has been in effect for less than 60 days at the time notice of cancellation is mailed or delivered, unless the policy is a renewal policy.

- B.** The **Cancellation** Condition is replaced by the following:

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

2. If this policy has been in effect for less than 60 days, we may cancel this policy for any reason subject to the following:

- a. We may cancel this policy by mailing or delivering to the first Named Insured and any person entitled to notice under this policy written notice, of cancellation, at least:

- (1) 10 days before the effective date of cancellation if we cancel for:

(a) Nonpayment of premium; or

(b) Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f) as follows:

(i) "The risk, danger or probability that the insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. Any change in the circumstances of an insured that will increase the probability of such a destruction may be considered a 'moral hazard'; and

(ii) "The substantial risk, danger or probability that the character, circumstances or personal habits of the insured may increase the possibility of loss or liability for which an insurer will be held responsible. Any change in the character or circumstances of an individual, corporate, partnership or other insured that will increase the probability of such a loss or liability may be considered a 'moral hazard'".

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

b. In the notice of cancellation which is sent to the first Named Insured, we will state the reason for cancellation.

3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

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

7. Cancellation Of Policies In Effect For 60 Days Or More

a. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f);
- (3) Material misrepresentation or nondisclosure to us of a material fact at the time of acceptance of the risk;
- (4) Increased hazard or material change in the risk assumed which we could not have reasonably contemplated at the time of assumption of the risk;
- (5) Substantial breaches of contractual duties, conditions or warranties that materially affect the nature and/or insurability of the risk;
- (6) Lack of cooperation from the insured on loss control matters materially affecting insurability of the risk;
- (7) Fraudulent acts against us by the insured or its representative that materially affect the nature of the risk insured;
- (8) Loss of or reduction in available insurance capacity;
- (9) Material increase in exposure arising out of changes in statutory or case law subsequent to the issuance of the insurance contract or any subsequent renewal;
- (10) Loss of or substantial changes in applicable reinsurance;
- (11) Failure by the insured to comply with any Federal, State or local fire, health, safety or building or construction regulation, law or ordinance with respect to an insured risk which substantially increases any hazard insured against within 60 days of written notification of a violation of any such law, regulation or ordinance;
- (12) Failure by the insured to provide reasonable and necessary underwriting information to us upon written request therefor and a reasonable opportunity to respond;
- (13) Agency termination, provided:
 - (a) We document that replacement coverage at comparable rates and terms has been provided to the first Named Insured, and we have informed the first Named Insured, in writing, of the right to continue coverage with us; or
 - (b) We have informed the first Named Insured, in writing, of the right to continue coverage with us and the first Named Insured has agreed, in writing, to the cancellation or nonrenewal based on the termination of the first Named Insured's appointed agent.
- (14) Any other reasons in accordance with our underwriting guidelines for cancellation of commercial lines coverage.

b. If we cancel this policy based on Paragraphs **7.a.(1)** or **(2)** above, we will mail or deliver a written notice, to the first Named Insured and any person entitled to notice under this policy, at least 10 days before the effective date of cancellation. If we cancel this policy for any other reason listed above, we will mail or deliver a written notice to the first Named Insured and any person entitled to notice under this policy, not more than 120 days nor less than 30 days before the effective date of such cancellation.

c. In the notice of cancellation which is sent to the first Named Insured, we will state the reason for cancellation. For cancellation due to the nonpayment of premium, the notice will state the effect of nonpayment by the due date. Cancellation for nonpayment of premium will not be effective if payment of the amount due is made before the effective date set forth in the notice.

d. Notice will be sent to the last mailing addresses known to us, by:

- (1) Certified mail; or
- (2) First class mail, if we have obtained from the post office a date stamped proof of mailing showing names and addresses.

e. We need not send notice of cancellation if you have:

- (1) Replaced coverage elsewhere; or
- (2) Specifically requested termination.

C. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

1. We may elect not to renew this policy for any reason permitted to cancel it. If we elect not to renew this policy, we will mail a notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured at least 30 days but not more than 120 days before the expiration date of this policy. If this policy does not have a fixed expiration date, it shall be deemed to expire annually on the anniversary of its inception.
2. This notice will be sent to the first Named Insured at the last mailing address known to us by:
 - a. Certified mail; or
 - b. First class mail, if we have obtained from the post office a date stamped proof of mailing showing the first Named Insured's name and address.
3. We need not mail or deliver this notice if you have:
 - a. Replaced coverage elsewhere; or
 - b. Specifically requested termination.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

**NEW MEXICO CHANGES-CANCELLATION, NONRENEWAL
AND STATE REQUIRED CONDITIONS**

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 080
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS AND UMBRELLA LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS LIABILITY CATASTROPHE POLICY
EXCESS LIABILITY POLICY**

A. The Cancellation Condition is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. **Permissible Reasons And Notice Period**
 - a. If this policy is in effect less than 60 days, we may cancel for any reason by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation.
 - b. If this policy is in effect 60 days or more, we may cancel only for one or more of the following reasons:
 - (1) Nonpayment of premium.
 - (2) There has been a substantial change in the risk assumed by us since the policy was issued.
 - (3) The policy was obtained through material misrepresentation, fraudulent statements, omissions or concealment of fact material to the acceptance of the risk or to the hazard assumed by us.
 - (4) Willful and negligent acts or omission by the insured have substantially increased the hazards insured against.
 - (5) You presented a claim based on fraud or material misrepresentation.
 - c. If we cancel subject to **2.b.** above, we will mail or deliver to the first Named Insured written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation, for the reason set forth in **2.b.(1)**.
 - (2) 30 days before the effective date of cancellation, for the reason set forth in **2.b.(2)**.
 - (3) 15 days before the effective date of cancellation, for a reason set forth in **2.b.(3)**, **2.b.(4)** or **2.b.(5)**.

The written notice will state the reason for cancellation, except that such statement may be omitted from a notice mailed to an additional insured or lienholder under this policy.

3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. The following Condition is added:

NONRENEWAL

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

All other terms and conditions of this policy remain unchanged.

Authorized Representative

**NORTH CAROLINA CHANGES-CANCELLATION, NONRENEWAL
AND STATE REQUIRED CONDITIONS**

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 081
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS AND UMBRELLA LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS LIABILITY CATASTROPHE POLICY
EXCESS LIABILITY POLICY**

A. The Cancellation Condition is replaced by the following:

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

2. Cancellation Requirements

a. Policies In Effect Less Than 60 Days

If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

b. Policies In Effect More Than 60 Days

If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy prior to the:

- (1) Expiration of the policy term; or
- (2) Anniversary date,

stated in the policy only for one or more of the following reasons:

- (a) Nonpayment of premium;
- (b) An act or omission by the insured or his or her representative that constitutes material misrepresentation or nondisclosure of a material fact in obtaining this policy, continuing this policy or presenting a claim under this policy;
- (c) Increased hazard or material change in the risk assumed that could not have been reasonably contemplated by the parties at the time of assumption of the risk;
- (d) Substantial breach of contractual duties, conditions or warranties that materially affects the insurability of the risk;
- (e) A fraudulent act against us by the insured or his or her representative that materially affects the insurability of the risk;
- (f) Willful failure by the insured or his or her representative to institute reasonable loss control measures that materially affect the insurability of the risk after written notice by us;
- (g) Loss of facultative reinsurance, or loss of or substantial changes in applicable reinsurance as provided in G.S. 58-41-30;

- (h) Conviction of the insured of a crime arising out of acts that materially affect the insurability of the risk;
- (i) A determination by the Commissioner of Insurance that the continuation of the policy would place us in violation of the laws of North Carolina; or
- (j) You fail to meet the requirements contained in our corporate charter, articles of incorporation or by-laws when we are a company organized for the sole purpose of providing members of an organization with insurance coverage in North Carolina.

We will mail or deliver written notice of cancellation to the first Named Insured at least:

- (i) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (ii) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. Cancellation for nonpayment of premium will not become effective if you pay the premium amount due before the effective date of cancellation.
 - d. We may also cancel this policy for any reason not stated above provided we obtain your prior written consent.
- 3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
 - 4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
 - 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
 - 6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. The following provisions are added and supersede any other provisions to the contrary:

1. Nonrenewal

- a. If we elect not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of nonrenewal at least 45 days prior to the:
 - (1) Expiration of the policy if this policy has been written for one year or less; or
 - (2) Anniversary date of the policy if this policy has been written for more than one year or for an indefinite term.
- b. We need not mail or deliver the notice of nonrenewal if you have:
 - (1) Insured property covered under this policy, under any other insurance policy;
 - (2) Accepted replacement coverage; or
 - (3) Requested or agreed to nonrenewal of this policy.
- c. If notice is mailed, proof of mailing will be sufficient proof of notice.

2. The written notice of cancellation or nonrenewal will:

- a. Be mailed or delivered to the first Named Insured and any designated mortgagee or loss payee at their addresses shown in the policy, or if not indicated in the policy, at their last known addresses; and
- b. State the reason or reasons for cancellation or nonrenewal.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

NORTH DAKOTA CHANGES-CANCELLATION, NONRENEWAL AND STATE REQUIRED CONDITIONS

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 082
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS LIABILITY POLICY
EXCESS LIABILITY CATASTROPHE POLICY**

A. The Cancellation Condition is replaced by the following:

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

2. Policies In Effect

a. For Less Than 90 Days

If this policy has been in effect for less than 90 days, we may cancel the policy for any reason by mailing to the first Named Insured, and agent, if any, written notice of cancellation at least 10 days before the effective date of cancellation.

b. For 90 Days Or More Or Policies With Terms Longer Than One Year Or Continuous Policies

If this policy has been in effect for 90 days or more, is a renewal of a policy we issued, is a policy issued for a term longer than one year or is a continuous policy, we may cancel the policy only for one or more of the following reasons:

- (1) Nonpayment of premiums;
- (2) Misrepresentation or fraud made by the insured or with the insured's knowledge in obtaining the policy or in pursuing a claim under the policy;
- (3) The insured's actions that have substantially increased or substantially changed the risk insured;
- (4) The insured's refusal to eliminate known conditions that increase the potential for loss, after our notification that the condition must be removed;
- (5) Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;
- (6) Loss of reinsurance which provided us with coverage for a significant amount of the underlying risk insured;
- (7) A determination by the insurance commissioner that the continuation of the policy could place us in violation of North Dakota insurance laws;
- (8) Nonpayment of dues to an association or organization, other than an insurance association or organization, where payment of dues is a prerequisite to obtaining or continuing such insurance. Cancellation for this reason does not apply to persons who are retired at sixty-two years of age or older or to any person who is disabled according to social security standards; or

We will mail written notice of cancellation to the first Named Insured, and agent, if any, at least:

- (a) 10 days before the effective date of cancellation for nonpayment of premium; or
- (b) 30 days before the effective date of cancellation for any other reason.

However, for policies with terms longer than one year or continuous policies, notice of cancellation will be mailed at least 30 days prior to any anniversary date for any reason stated in Paragraphs **2.b.(1)** through **(8)** above.

If we cancel for a reason listed in Paragraphs **2.b.(1)** through **(8)** above, the notice of cancellation will state our reasons for cancellation.

3. We will mail our notice, by first class mail, to the first Named Insured and agent, if any, at the last mailing address known to us.

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

NONRENEWAL

1. If we elect not to renew this policy, we will mail to the last known address of the first Named Insured shown in the Declarations, and agent, if any, a notice of intention not to renew at least:
 - a. 60 days prior to the expiration date of the policy, except as provided in Paragraph **b.**; or
 - b. 90 days prior to the expiration date of the policy when the policy provides professional liability coverage for legal and medical services.

The notice of nonrenewal will state our reason for nonrenewal.

2. We will mail our notice, by first class mail, to the first Named Insured and agent, if any, at the last mailing address known to us.
3. We need not mail or deliver this notice if you have:
 - a. Insured elsewhere;
 - b. Accepted replacement coverage; or
 - c. Requested or agreed to nonrenewal.

C. Section VI, **CONDITIONS, Inspection and Audit**, paragraph 2, is deleted in its entirety and replaced by the following:

2. We may examine and audit the “insured’s” books and records during the “policy period” and any extensions thereof within 180 days after the termination date of this policy.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

OHIO CHANGES - CANCELLATION AND NONRENEWAL

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 083
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS AND UMBRELLA LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS LIABILITY POLICY
EXCESS LIABILITY CATASTROPHE POLICY
ACE CATASTROPHE LIABILITY PLUS POLICY
FOLLOWING FORM EXCESS LIABILITY COVERAGE**

A. The **Cancellation** Condition is replaced by the following:

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

B. With respect to a policy which has been in effect for more than 90 days, or is a renewal of a policy we issued, the **Cancellation** Condition is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy only for one or more of the following reasons, except as provided in Paragraph 6. below.
 - a. Nonpayment of premium;
 - b. Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted thereunder;
 - c. Discovery of a moral hazard or willful or reckless acts or omissions on your part which increases any hazard insured against;
 - d. The occurrence of a change in the individual risk which substantially increases any hazard insured against after the insurance coverage has been issued or renewed except to the extent the insurer could reasonably have foreseen the change or contemplated the risk in writing the contract;

- e. Loss of applicable reinsurance or a substantial decrease in applicable reinsurance, if the Superintendent has determined that reasonable efforts have been made to prevent the loss of, or substantial decrease in, the applicable reinsurance, or to obtain replacement coverage;
 - f. Failure of an insured to correct material violations of safety codes or to comply with reasonable written loss control recommendations; or
 - g. A determination by the Superintendent of Insurance that the continuation of the policy would create a condition that would be hazardous to the policyholders or the public.
3. We will mail written notice of cancellation to the first Named Insured, and agent if any, at the last mailing addresses known to us. Proof of mailing will be sufficient proof of notice.
4. We will mail the notice of cancellation at least:
- a. 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation, if we cancel for a reason stated in 2.b. through 2.g. above.
5. The notice of cancellation will:
- a. State the effective date of cancellation. The policy period will end on that date.
 - b. Contain the date of the notice and the policy number, and will state the reason for cancellation.
6. Policies written for a term of more than one year or on a continuous basis may be cancelled by us for any reason at an anniversary date, upon 30 days' written notice of cancellation.
7. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- C. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

- 1. If we elect not to renew this policy, we will mail written notice of nonrenewal to the first Named Insured, and agent if any, at the last mailing addresses known to us. The notice will contain the date of the notice and the policy number, and will state the expiration date of the policy.
- 2. We will mail the notice of nonrenewal at least 30 days before the expiration date of the policy.
- 3. Proof of mailing will be sufficient proof of notice.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

**OKLAHOMA CHANGES-CANCELLATION, NONRENEWAL
AND STATE REQUIRED CONDITIONS**

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 084
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS AND UMBRELLA LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS LIABILITY POLICY
EXCESS LIABILITY CATASTROPHE POLICY**

A. The Cancellation Condition is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.

After coverage has been in effect for more than 45 business days or after the effective date of a renewal of this policy, no notice of cancellation will be issued by us unless it is based on at least one of the following reasons:

- (1) Nonpayment of premium;
 - (2) Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted under it;
 - (3) Discovery of willful or reckless acts or omissions by you that increase any hazard insured against;
 - (4) The occurrence of a change in the risk that substantially increases any hazard insured against after insurance coverage has been issued or renewed;
 - (5) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any covered property or its occupancy that substantially increases any hazard insured against;
 - (6) A determination by the Insurance Commissioner that the continuation of the policy would place us in violation of the insurance laws of this state;
 - (7) Your conviction of a crime having as one of its necessary elements an act increasing any hazard insured against; or
 - (8) Loss of or substantial changes in applicable reinsurance.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
 4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
 6. If notice is mailed, proof of mailing will be sufficient proof of notice.

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

1. Nonrenewal

- a.** If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured at least 45 days before:
 - (1)** The expiration date of this policy; or
 - (2)** An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.
- b.** Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us.
- c.** If notice is mailed:
 - (1)** It will be considered to have been given to the first Named Insured on the day it is mailed.
 - (2)** Proof of mailing will be sufficient proof of notice.
- d.** If notice of nonrenewal is **not** mailed or delivered at least 45 days before the expiration date or an anniversary date of this policy, coverage will remain in effect until 45 days after notice is given. Earned premium for such extended period of coverage will be calculated pro rata based on the rates applicable to the expiring policy.
- e.** We will **not** provide notice of nonrenewal if:
 - (1)** We, or another company within the same insurance group, have offered to issue a renewal policy; or
 - (2)** You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.
- f.** If we have provided the required notice of nonrenewal as described in **B.1.a.** above, and thereafter extend the policy for a period of 90 days or less, we will **not** provide an additional nonrenewal notice with respect to the period of extension.

2. Premium Or Coverage Changes At Renewal

- a.** If we elect to renew this policy, we will give written notice of any premium increase, change in deductible, or reduction in limits or coverage, to the first Named Insured, at the last mailing address known to us.
- b.** Any such notice will be mailed or delivered to the first Named Insured at least 45 days before:
 - (1)** The expiration date of this policy; or
 - (2)** An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.
- c.** If notice is mailed:
 - (1)** It will be considered to have been given to the first Named Insured on the day it is mailed.
 - (2)** Proof of mailing will be sufficient proof of notice.
- d.** If the first Named Insured accepts the renewal, the premium increase or coverage changes will be effective the day following the prior policy's expiration or anniversary date.
- e.** If notice is **not** mailed or delivered at least 45 days before the expiration date or anniversary date of this policy, the premium, deductible, limits and coverage in effect prior to the changes will remain in effect until:
 - (1)** 45 days after notice is given; or
 - (2)** The effective date of replacement coverage obtained by the insured;whichever occurs first.

If the first Named Insured then elects **not** to renew, any earned premium for the resulting extended period of coverage will be calculated pro rata at the lower of the new rates or rates applicable to the expiring policy.
- f.** We will **not** provide notice of the following:

- (1) Changes in a rate or plan filed with or approved by the Insurance Commissioner or filed pursuant to the Property and Casualty Competitive Loss Cost Rating Act applicable to an entire class of business;
- (2) Changes which are based upon the altered nature or extent of the risk insured; or
- (3) Changes in policy forms filed with or approved by the Insurance Commissioner and applicable to an entire class of business.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

OREGON CHANGES - DOMESTIC PARTNERSHIP

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 085
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A.** The term "spouse" is replaced by the following:
Spouse or individual who is in a domestic partnership recognized under Oregon law.
- B.** The term "family member", wherever used in the policy is replaced by the following:
"Family member" means a person related to the:
1. Individual Named Insured by blood, adoption, marriage or domestic partnership recognized under Oregon law, who is a resident of such Named Insured's household, including a ward or foster child; or
 2. Individual named in the Schedule by blood, adoption, marriage or domestic partnership recognized under Oregon law, who is a resident of the individual's household, including a ward or foster child, if drive other car coverage is provided for named individuals

Authorized Representative

**OREGON CHANGES-CANCELLATION, NONRENEWAL
AND STATE REQUIRED CONDITIONS**

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 086
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS AND UMBRELLA LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS LIABILITY POLICY
EXCESS LIABILITY CATASTROPHE POLICY**

A. The Cancellation Condition is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. If this policy has been in effect for:
 - a. Fewer than 60 days and is not a renewal policy, we may cancel for any reason.
 - b. 60 days or more or is a renewal policy, we may cancel only for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
 - (3) Substantial increase in the risk of loss after insurance coverage has been issued or renewed, including but not limited to an increase in exposure due to rules, legislation or court decision;
 - (4) Failure to comply with reasonable loss control recommendations;
 - (5) Substantial breach of contractual duties, conditions or warranties;
 - (6) Determination by the commissioner that the continuation of a line of insurance or class of business to which the policy belongs will jeopardize our solvency or will place us in violation of the insurance laws of Oregon or any other state; or
 - (7) Loss or decrease in reinsurance covering the risk.
 - c. 60 days or more or is a renewal policy, we may cancel for any other reason approved by the commissioner by rule, but only with respect to insurance provided under the following:
 - (1) A package policy that includes commercial property and commercial liability insurance;
 - (2) Commercial Automobile Coverage Part;
 - (3) Commercial General Liability Coverage Part;
 - (4) Commercial Property Coverage Part – Legal Liability Coverage Form;
 - (5) Commercial Property Coverage Part – Mortgageholders Errors And Omissions Coverage Form;
 - (6) Employment-Related Practices Liability Coverage Part;
 - (7) Farm Coverage Part – Farm Liability Coverage Form;
 - (8) Liquor Liability Coverage Part;
 - (9) Products/Completed Operations Liability Coverage Part; or

(10) Professional Liability Coverage Part.

3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us, stating the reason for cancellation.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

6. Number Of Days' Notice Of Cancellation:

- a. With respect to insurance provided under **2.c.(1)** through **(10)** above, cancellation will not be effective until at least 10 working days after the first Named Insured receives our notice.
- b. With respect to insurance other than that provided under **2.c.(1)** through **(10)** above, cancellation will not be effective until at least:
 - (1) 10 days after the first Named Insured receives our notice, if we cancel for nonpayment of premium; or
 - (2) 30 days after the first Named Insured receives our notice, if we cancel for any other reason.

B. The following are added and supersede any provision to the contrary:

1. Nonrenewal

We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal before the:

- a. Expiration date of the policy; or
- b. Anniversary date of the policy if the policy is written for a term of more than one year or without a fixed expiration date.

However, if this policy is issued for a term of more than one year and for additional consideration the premium is guaranteed, we may not refuse to renew the policy at its anniversary date.

Nonrenewal will not be effective until at least 30 days after the first Named Insured receives our notice.

2. Mailing Of Notices

If notice of cancellation or nonrenewal is mailed, a post office certificate of mailing will be conclusive proof that the first Named Insured received the notice on the third calendar day after the date of the certificate of mailing.

All other terms and conditions of this policy remain unchanged.

Authorized Representative _____

**PENNSYLVANIA CHANGES-CANCELLATION, NONRENEWAL
AND STATE REQUIRED CONDITIONS**

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 087
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS AND UMBRELLA LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS LIABILITY CATASTROPHE POLICY
EXCESS LIABILITY POLICY**

The **Cancellation** Condition is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by writing or giving notice of cancellation.
2. **Cancellation Of Policies In Effect For Less Than 60 Days**

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation.

3. **Cancellation Of Policies In Effect For 60 Days Or More**

If this policy has been in effect for 60 days or more or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- a. You have made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 days before the effective date of cancellation.
- b. You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least 15 days before the effective date of cancellation.
- c. A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability has become known during the policy period. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- d. Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- e. Material failure to comply with policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- f. Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

This policy may also be cancelled from inception upon discovery that the policy was obtained through fraudulent statements, omissions or concealment of facts material to the acceptance of the risk or to the hazard assumed by us.

4. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the specific reasons for cancellation.
 5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
 6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata and will be returned within 10 business days after the effective date of cancellation. If the first Named Insured cancels, the refund may be less than pro rata and will be returned within 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.
 7. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.
- B.** The following are added and supersede any provisions to the contrary:

1. Nonrenewal

If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the specific reasons for nonrenewal, to the first Named Insured at least 60 days before the expiration date of the policy.

2. Increase Of Premium

If we increase your renewal premium, we will mail or deliver to the first Named Insured written notice of our intent to increase the premium at least 30 days before the effective date of the premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the first Named Insured's last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

**RHODE ISLAND CHANGES-CANCELLATION, NONRENEWAL
AND STATE REQUIRED CONDITIONS**

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 088
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS AND UMBRELLA LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS LIABILITY CATASTROPHE POLICY
EXCESS LIABILITY POLICY**

A. The Cancellation Condition is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by giving, mailing or delivering to the first Named Insured and agent, if any, written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.

If this policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

- a. Nonpayment of premium;
- b. Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
- c. Activities or omissions on your part which increase any hazard insured against, including a failure to comply with loss control recommendations;
- d. Change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including but not limited to an increase in exposure due to regulation, legislation, or court decision;
- e. Loss or decrease of our reinsurance covering all or part of the risk or exposure covered by the policy;
- f. Determination by the Commissioner of Insurance that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of this state;
- g. Owner or occupant incendiarism;
- h. Violation or breach by you of any policy terms or conditions;
- i. Constructive or actual total loss of the Covered Property; or

j. Such other reasons as may be approved by the Commissioner of Insurance.

3. We will give, mail or deliver written notice to the first Named Insured at the last address known to us, and to the agent, if any.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata.

However, if this policy is financed under a premium finance agreement and we cancel at the request of the premium finance company upon default of the first Named Insured, the refund will be pro rata.

The cancellation will be effective even if we have not made or offered a refund.

6. Proof of giving, mailing or delivering notice of cancellation will be sufficient proof of notice.
7. We will provide you with the reason or reasons for cancellation if:
 - a. You request in writing a statement of the reasons for cancellation; and
 - b. You agree in writing to hold us harmless from liability for any:
 - (1) Communication giving notice of, or specifying the reasons for, cancellation; or
 - (2) Statement made in connection with an attempt to discover or verify the existence of conditions which would be a reason for cancellation as provided under Paragraph **C.2**.

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

NONRENEWAL

1. If we elect not to renew this policy, we will give, mail or deliver to the first Named Insured and agent, if any, written notice of nonrenewal at least 60 days before:
 - a. The expiration date of the policy; or
 - b. An anniversary date of the policy, if the policy is written for a term longer than one year or with no fixed expiration date.
2. However, we need not give, mail or deliver this notice if:
 - a. We have offered to issue a renewal policy; or
 - b. The first Named Insured has obtained, or has agreed in writing to obtain, replacement coverage.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

SOUTH CAROLINA CHANGES-CANCELLATION, NONRENEWAL

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 089
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS AND UMBRELLA LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS LIABILITY CATASTROPHE POLICY
EXCESS LIABILITY POLICY**

A. The **Cancellation Condition is replaced by the following:**

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured and the agent, if any, written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's and agent's last known addresses.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.
7. **Cancellation Of Policies In Effect For 120 Days Or More**

If this policy has been in effect for 120 days or more, or is a renewal or continuation of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- a. Nonpayment of premium;
- b. Material misrepresentation of fact which, if known to us, would have caused us not to issue the policy;
- c. Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the policy;
- d. Substantial breaches of contractual duties, conditions or warranties; or
- e. Loss of our reinsurance covering all or a significant portion of the particular policy insured, or where continuation of the policy would imperil our solvency or place us in violation of the insurance laws of South Carolina.

Prior to cancellation for reasons permitted in this Item e., we will notify the Commissioner, in writing, at least 60 days prior to such cancellation and the Commissioner will, within 30 days of such notification, approve or disapprove such action.

Any notice of cancellation will state the precise reason for cancellation.

B. The following is added and supersedes any provisions to the contrary:

Nonrenewal

1. However, we will not refuse to renew a policy issued for a term of more than one year, until expiration of its full term, if anniversary renewal has been guaranteed by additional premium consideration.
2. If we decide not to renew this policy, we will:
 - a. Mail or deliver written notice of nonrenewal to the first Named Insured and agent, if any, before:
 - (1) The expiration date of this policy, if the policy is written for a term of one year or less; or
 - (2) An anniversary date of this policy, if the policy is written for a term of more than one year or for an indefinite term; and
 - b. Provide at least:
 - (1) 60 days' notice of nonrenewal, when nonrenewal is to become effective between November 1 and May 31; or
 - (2) 90 days' notice of nonrenewal, when nonrenewal is to become effective between June 1 and October 31.
3. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's and agent's last known addresses. If notice is mailed, proof of mailing will be sufficient proof of notice.
4. Any notice of nonrenewal will state the precise reason for nonrenewal.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

**SOUTH DAKOTA CHANGES-CANCELLATION, NONRENEWAL
AND STATE REQUIRED CONDITIONS**

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 090
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS AND UMBRELLA LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS LIABILITY CATASTROPHE POLICY
EXCESS LIABILITY POLICY**

A. The Cancellation Condition is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 20 days before the effective date of cancellation.

After 60 days from the effective date of policy issuance a notice of cancellation may not be issued unless it is based upon at least one of the following reasons as stated in South Dakota law:

- (a) Nonpayment of premium;
 - (b) Discovery of fraud or material misrepresentation made by or with the knowledge of the Named Insured in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
 - (c) Discovery of acts or omissions on the part of the Named Insured which increase any hazard insured against;
 - (d) The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued;
 - (e) A violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;
 - (f) A determination by the director of insurance that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of South Dakota;
 - (g) Your violation or breach of any policy terms or conditions; or
 - (h) Such other reasons as are approved by the director of insurance.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
 4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
 6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. The following condition is added and supersedes any provisions to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal not less than 60 days before:
 - a. The expiration date; or
 - b. The anniversary date if this is a continuous policy.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

**TENNESSEE CHANGES-CANCELLATION, NONRENEWAL
AND STATE REQUIRED CONDITIONS**

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 091
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS AND UMBRELLA LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS LIABILITY CATASTROPHE POLICY
EXCESS LIABILITY POLICY**

A. The Cancellation Condition is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due.

The refund will be pro rata if:

- a. We cancel; or
- b. The policy is cancelled at the request of a premium finance company that has financed this policy under a premium finance agreement.

The refund may be less than pro rata if the first Named Insured cancels the policy.

The cancellation will be effective even if we have not made or offered a refund.

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

7. CANCELLATION OF POLICIES IN EFFECT FOR 60 DAYS OR MORE

If this policy has been in effect for 60 days or more, or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- a. Nonpayment of premium, including any additional premium, calculated in accordance with our current rating manual, justified by a physical change in the insured property or a change in its occupancy or use;
- b. Your conviction of a crime increasing any hazard insured against;
- c. Discovery of fraud or material misrepresentation on the part of either of the following:
 - (1). You or your representative in obtaining this insurance; or
 - (2). You in pursuing a claim under this policy;

- d. Failure to comply with written loss control recommendations;
- e. Material change in the risk which increases the risk of loss after we issued or renewed insurance coverage;
- f. Determination by the insurance commissioner that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of Tennessee or any other state;
- g. Your violation or breach of any policy terms or conditions; or
- h. Other reasons that are approved by the insurance commissioner.

Notice of cancellation will state the reason for cancellation.

B. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured and agent, at least 60 days before the expiration date unless:
 - a. We have offered to issue a renewal policy; or
 - b. You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's and agent's addresses shown in the policy. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. The following is added to the Policy Conditions:

PREMIUMS

Whenever an insurance policy which is financed with a premium finance company is cancelled, the insurer shall return, within 30 days after the effective date of the cancellation, whatever gross unearned premiums are due under the insurance policy directly to the premium finance company for the account of the first Named Insured.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

TEXAS CHANGES - CLAIM PROCEDURES

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 092
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY EXCESS LIABILITY CATASTROPHE POLICY

The following conditions are added to the policy:

1. Within 15 days after we receive your written notice of claim, we must:
 - a. acknowledge receipt of the claim;
If our acknowledgement of the claim is not in writing, we will keep a record of the date, method and content of our acknowledgement.
 - b. begin an investigation of the claim;
 - c. specify the information you must provide in accordance with paragraph b. above.
We may request more information if during the investigation of the claim such additional information is necessary.
2. After you provide and we receive all the information we request from you, we must notify you in writing whether the claim will be paid or is denied or whether more information is needed:
 - a. within 15 "business days"; or
 - b. within 30 days if we have reason to believe the loss resulted from arson.
3. If we do not approve payment of your claim or we require more time for processing your claim, we must:
 - a. give the reasons for denying your claim, or
 - b. give the reasons we require more time to process your claim. But we must either approve or deny your claim within 45 days after requesting more time.
4. Loss Payment
 - a. If you are notified that the claim, or part of the claim, will be paid, we will pay within 5 "business days" after the notice has been made.
 - b. If payment of the claim, or part of the claim, requires performance of an act by you, we must pay within 5 "business days" after the date the act is performed.

The following definition is added to the policy:

"Business day(s)" means a day other than a Saturday, Sunday or holiday recognized by the state of Texas.

Authorized Representative

**TEXAS CHANGES-CANCELLATION, NONRENEWAL
AND STATE REQUIRED CONDITIONS**

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 093
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS AND UMBRELLA LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS LIABILITY CATASTROPHE POLICY
EXCESS LIABILITY POLICY**

A. The Cancellation Condition is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 10 days before the effective date of cancellation.

However, if this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then the notice of cancellation, as described above, will be provided to the First Named Insured 30 days before the effective date of cancellation. We will also provide 30 days' written notice to each unit-owner to whom we issued a certificate or memorandum of insurance, by mailing or delivering the notice to each last mailing address known to us.

The permissible reasons for cancellation are as follows:

- a. If this policy has been in effect for 60 days or less, we may cancel for any reason except, that under the provisions of the Texas Insurance Code, we may not cancel this policy solely because the policyholder is an elected official.
 - b. If this policy has been in effect for more than 60 days, or if it is a renewal or continuation of a policy issued by us, we may cancel only for one or more of the following reasons:
 - (1) Fraud in obtaining coverage;
 - (2) Failure to pay premiums when due;
 - (3) An increase in hazard within the control of the insured which would produce an increase in rate;
 - (4) Loss of our reinsurance covering all or part of the risk covered by the policy; or
 - (5) If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
 4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
 6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. The following condition is added and supersedes any provision to the contrary:

NONRENEWAL

1. We may elect not to renew this policy except, that under the provisions of the Texas Insurance Code, we may not refuse to renew this policy solely because the policyholder is an elected official.
2. This Paragraph, **2.**, applies unless the policy qualifies under Paragraph **3.** below.

If we elect not to renew this policy, we may do so by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.

3. If this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then we will mail or deliver written notice of nonrenewal, at least 30 days before the expiration or anniversary date of the policy, to:
 - a. The first Named Insured; and
 - b. Each unit-owner to whom we issued a certificate or memorandum of insurance.

We will mail or deliver such notice to each last mailing address known to us.

4. If notice is mailed, proof of mailing will be sufficient proof of notice.
5. The transfer of a policyholder between admitted companies within the same insurance group is not considered a refusal to renew.

C. The following is added to the **DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT** Condition.

We will notify the first Named Insured in writing of:

1. An initial offer to compromise or settle a claim made or "suit" brought against any insured under this coverage. The notice will be given not later than the 10th day after the date on which the offer is made.
2. Any settlement of a claim made or "suit" brought against the insured under this coverage. The notice will be given not later than the 30th day after the date of the settlement.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

**UTAH CHANGES-CANCELLATION, NONRENEWAL
AND STATE REQUIRED CONDITIONS**

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 094
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS AND UMBRELLA LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS LIABILITY CATASTROPHE POLICY
EXCESS LIABILITY POLICY**

A. The **Cancellation** Condition is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.
7. If this policy has been in effect for more than 60 days or if this is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:
 - a. Nonpayment of premium;
 - b. Material misrepresentation;
 - c. Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or
 - d. Substantial breaches of contractual duties, conditions or warranties.

If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

8. Notice of cancellation must be delivered or mailed by first class mail.

B. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

1. If we elect to not renew this policy, we will mail, by first class mail, written notice of nonrenewal to the first Named Insured, at the last mailing address known to us, at least 30 days before the expiration or anniversary date of this policy.
2. We need not mail this notice if:
 - a. You have accepted replacement coverage;
 - b. You have requested or agreed to nonrenewal; or
 - c. This policy is expressly designated as nonrenewable.
3. If notice is mailed, proof of mailing is sufficient proof of notice.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

VIRGINIA CHANGES-CANCELLATION AND NONRENEWAL

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 095
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS AND UMBRELLA LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
COMMERCIAL UMBRELLA POLICY
EXCESS LIABILITY CATASTROPHE POLICY
EXCESS LIABILITY POLICY
FOLLOWING FORM EXCESS LIABILITY COVERAGE**

I. The Cancellation Condition is replaced by the following:

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least:
 - a. 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 45 days before the effective date of cancellation if we cancel for any other reason.
3. We will send written notice in accordance with Virginia Law or deliver written notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this Policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium.
 - a. We will compute return premium pro rata and round to the next higher whole dollar when this Policy is cancelled:
 - (1) At our request;
 - (2) Because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;
 - (3) And rewritten by us or a member of our company group; or
 - (4) After the first year, if it is a prepaid policy written for a term of more than one year.
 - b. When this Policy is cancelled at your request (except when Paragraph a.(2), a.(3) or a.(4) applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multiyear prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policy writing minimum premium.

II. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

- A.** If we elect not to renew this Policy, we will mail or deliver a notice of nonrenewal to the first Named Insured shown in the Declarations, stating the reason for nonrenewal, at least:
 - 1.** 15 days before the expiration date if the nonrenewal is due to nonpayment of premium; or
 - 2.** 45 days before the expiration date if the nonrenewal is for any other reason.
- B.** We will send written notice in accordance with Virginia Law or deliver written notice of nonrenewal to the first Named Insured's last mailing address known to us.
- C.** If notice is mailed, proof of mailing will be sufficient proof of notice.

Authorized Representative

STATE AMENDATORY ENDORSEMENT - VIRGINIA

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 096
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

It is agreed that the following changes are made a part of this policy:

The following is added to Section II. **WHO IS AN INSURED**, Item B:

However, Item B.1. shall not exclude coverage with respect to a claim or "suit" brought by one "employee" against another "employee" alleging "bodily injury" or "property damage" and arising out ownership, maintenance or use of a motor vehicle, aircraft or watercraft, on the ground that one "employee" has been or shall be awarded compensation as provided in Title 65.2 of the Code of Virginia.

Section VI. **CONDITIONS**, Item C. **Bankruptcy** is deleted and replaced with the following:

Your bankruptcy, insolvency, refusal or inability to pay, or insolvency of the "insured's" estate will not relieve us of our obligations under this policy. In the event of bankruptcy, insolvency, refusal or inability to pay of any underlying insurer, the insurance afforded by this policy will not drop down or replace "underlying insurance", but will apply as if the limits of such "underlying insurance" are fully available and collectible and we will not assume any obligation under "underlying insurance".

Section VI. **CONDITIONS**, paragraph 1 of Item H. **LEGAL ACTION AGAINST US**, is deleted and replaced with the following:

1. No person or organization has a right under this policy to join us as a party or otherwise bring us into a "suit" asking for damages from an "insured", except that any party who has obtained a judgment against the "insured", which is returned unsatisfied, may bring an action against us to recover damages insured by this policy.

Section VII. **DEFINITIONS**, Item B is deleted and replaced by the following:

- C. "Auto" and "automobile" mean a land motor vehicle, trailer or semi trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" and "automobile" do not include "mobile equipment".

All other terms and conditions of this policy remain unchanged.

Authorized Representative

WASHINGTON CHANGES - CANCELLATION AND NONRENEWAL

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 097
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS AND UMBRELLA LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS LIABILITY CATASTROPHE POLICY
EXCESS LIABILITY POLICY**

The conditions in this endorsement replace any similar conditions in the policy that are less favorable to the insured.

A. CANCELLATION

1. The Named "Insured(s)" may cancel this policy by notifying us or the insurance producer in one of the following ways:
 - a. Written notice by mail, fax or e-mail;
 - b. Surrender of the policy or binder; or
 - c. Verbal notice.

Upon receipt of such notice, we will cancel this policy or any binder issued as evidence of coverage, effective on the later of the following:

- a. The date on which notice is received or the policy or binder is surrendered; or
 - b. The date of cancellation requested by the first Named Insured.
2. We may cancel this policy by mailing or delivering to the Named "Insured(s)" and the first Named "Insured's" agent or broker written notice of cancellation, including the actual reason for the cancellation, to the last mailing address known to us, at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 45 days before the effective date of cancellation if we cancel for any other reason.
 3. We will also mail or deliver to any mortgage holder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of cancellation, prior to the effective date of cancellation. This notice will be the same as that mailed or delivered to the first Named Insured.
 4. Notice of cancellation will state the effective date of cancellation. The policy will end on that date.
 5. If this policy is cancelled, we will send the first Named "Insured" any premium refund due. If we cancel, the refund will be pro rata. If the Named "Insured(s)" cancels, the refund will be at least 90% of the pro rata refund. The cancellation will be effective even if we have not made or offered a refund.
 6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. NONRENEWAL

1. We may elect not to renew this policy by mailing or delivering written notice of nonrenewal, stating the actual reasons for nonrenewal, to the Named "Insured(s) and the first Named "Insured's" agent or broker, at their last mailing addresses known to us. We will also mail to any mortgage holder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of nonrenewal. We will mail or deliver these notices at least 45 days before the:

- a. Expiration of the policy; or
- b. Anniversary date of this policy if this policy has been written for a term of more than one year.

Otherwise, we will renew this policy unless:

- a. The first Named "Insured" fails to pay the renewal premium after we have expressed our willingness to renew, including a statement of the renewal premium, to the first Named "Insured" and the first Named "Insured's" insurance agent or broker, at least 20 days before the expiration date;
- b. Other coverage acceptable to the insured has been procured prior to the expiration date of the policy; or
- c. The policy clearly states that it is not renewable, and is for a specific line, subclassification, or type of coverage that is not offered on a renewable basis.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

STATE AMENDATORY ENDORSEMENT - WASHINGTON

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 098
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

Item C. of SECTION VII. **DEFINITIONS** is deleted and replaced with the following:

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time, except a disease which is transmitted by an insured through sexual contact or any infectious or contagious disease transmissible from person to person, animal to person or animal to animal, by direct or indirect contact with an infected person or animal or that person's or animal's bodily fluid. "Bodily injury" includes mental anguish or mental injury resulting from bodily injury.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

**WEST VIRGINIA CHANGES – CANCELLATION, NONRENEWAL
AND STATE REQUIRED CONDITIONS**

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 099
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS AND UMBRELLA LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS LIABILITY CATASTROPHE POLICY
EXCESS LIABILITY POLICY**

A. The **Cancellation** Condition is replaced by the following:

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

All other terms and conditions of this policy remain unchanged.

Authorized Representative

**WISCONSIN CHANGES-CANCELLATION, NONRENEWAL
AND STATE REQUIRED CONDITIONS**

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 100
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS AND UMBRELLA LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS LIABILITY CATASTROPHE POLICY
EXCESS LIABILITY POLICY**

A. The Cancellation Condition is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation.

If this policy has been in effect for less than 60 days and is not a renewal policy, we may cancel for any reason.

If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, except as provided in Paragraph 7. below, we may cancel this policy only for one or more of the following reasons:

- a. The policy was obtained by material misrepresentation;
- b. There has been a substantial change in the risk we originally assumed, except to the extent that we should have foreseen the change or considered the risk in writing the policy;
- c. There have been substantial breaches of contractual duties, conditions or warranties; or
- d. Nonpayment of premium.

If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, the notice of cancellation will state the reason for cancellation.

3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

7. Anniversary Cancellation

If this policy is written for a term of more than one year or has no fixed expiration date, we may cancel this policy for any reason by mailing or delivering to the first Named Insured written notice of cancellation at least 60 days before the anniversary date of the policy. Such cancellation will be effective on the policy's anniversary date.

We may cancel this policy because of the termination of an insurance marketing intermediary's contract with us only if the notice of cancellation contains an offer to continue the policy with us if we receive a written request from the first Named Insured prior to the date of cancellation.

B. The following are added and supersede any other provisions to the contrary:

1. Nonrenewal

- a. If we elect not to renew this policy we will mail or deliver written notice of nonrenewal to the first Named Insured's last mailing address known to us. We may elect not to renew for any reason; the notice will state the reason for nonrenewal. We will mail or deliver the notice at least 60 days before the expiration date of this policy.

We need not mail or deliver the notice if:

- (1) You have insured elsewhere;
- (2) You have accepted replacement coverage;
- (3) You have requested or agreed to nonrenewal of this policy; or
- (4) This policy is expressly designated as nonrenewable.

- b. We may refuse to renew this policy because of the termination of an insurance marketing intermediary's contract with us only if the notice of nonrenewal contains an offer to renew the policy with us if we receive a written request from the first Named Insured prior to the renewal date.

- c. If you fail to pay the renewal or continuation premium by the premium due date, this policy will terminate on the policy expiration or anniversary date, if we have:

- (1) Given you written notice of the renewal or continuation premium not more than 75 days nor less than 10 days prior to the due date of the premium; and
- (2) Stated clearly in the notice the effect of nonpayment of premium by the due date.

2. Anniversary Alteration

If this policy is written for a term of more than one year or has no fixed expiration date, we may alter the terms or premiums of this policy by mailing or delivering written notice of less favorable terms or premiums to the first Named Insured's last mailing address known to us. We will mail, by first class mail, or deliver this notice at least 60 days prior to the anniversary date.

If we notify the first Named Insured within 60 days prior to the anniversary date, the new terms or premiums will not take effect until 60 days after the notice was mailed or delivered. The notice will include a statement of the first Named Insured's right to cancel. The first Named Insured may elect to cancel the policy at any time during the 60-day period, in accordance with Paragraph 1. of the Cancellation Common Policy Condition. If the first Named Insured elects to cancel the policy during the 60-day period, return premiums or additional premium charges will be calculated proportionately on the basis of the old premiums.

3. Renewal With Altered Terms

If we elect to renew this policy but on less favorable terms or at higher premiums, we will mail or deliver written notice of the new terms or premiums to the first Named Insured's last mailing address known to us. We will mail, by first class mail, or deliver this notice at least 60 days prior to the renewal date.

If we notify the first Named Insured within 60 days prior to the renewal date, the new terms or premiums will not take effect until 60 days after the notice was mailed or delivered. The notice will include a statement of the first Named Insured's right to cancel. The first Named Insured may elect to cancel the renewal policy at any time during the 60-day period, in accordance with Paragraph 1. of the Cancellation Common Policy Condition. If the first Named Insured elects to cancel the renewal policy during the 60-day period, return premiums or additional premium charges will be calculated proportionately on the basis of the old premiums.

We need not mail or deliver this notice if the only change adverse to you is a premium increase that:

- a. Is less than 25% and is generally applicable to the class of business to which this policy belongs; or

- b.** Results from a change based on your action that alters the nature or extent of the risk insured against, including but not limited to a change in the classification or the units of exposure, or increased policy coverage.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

**WYOMING CHANGES-CANCELLATION, NONRENEWAL
AND STATE REQUIRED CONDITIONS**

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 101
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS AND UMBRELLA LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY
EXCESS LIABILITY CATASTROPHE POLICY
EXCESS LIABILITY POLICY**

A. The Cancellation Condition is replaced by the following:

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

2. Cancellation Of Policies In Effect

a. Less Than 60 Days

If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

b. 60 Days Or More

If this policy has been in effect for 60 days or more, or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium.
- (2) Material misrepresentation of fact which, if known to us, would have caused us not to issue the policy.
- (3) Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the policy.
- (4) Substantial breaches of contractual duties, conditions or warranties.

If we cancel, we will mail or deliver to the first Named Insured and the agent, if any, written notice of cancellation, stating the reason for cancellation, at least:

- (a) 10 days before the effective date of cancellation if cancellation is for the reason stated in **b.(1)** above;
or
- (b) 45 days before the effective date of cancellation if cancellation is for the reasons stated in **b.(3)** or **(4)** above.

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

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
 6. If notice is mailed, proof of mailing will be sufficient proof of notice.
 7. If we cancel this policy in accordance with Paragraph **A.1.** of this endorsement, any unearned premium will be refunded to the first Named Insured prior to the effective date of cancellation.
- B.** The following is added as an additional Condition and supersedes any other provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured and the agent, if any, at least 45 days before:
 - a. The expiration date; or
 - b. The anniversary date if this is a continuous policy.
2. Notice of nonrenewal will state the reason for nonrenewal.
3. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's and agent's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

SIGNATURES

Named Insured Premier Hospitality Insurance Group, Inc.			Endorsement Number 102
Policy Symbol XOO	Policy Number G28970304 001	Policy Period 04/01/2023 to 04/01/2025	Effective Date of Endorsement 04/01/2023
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

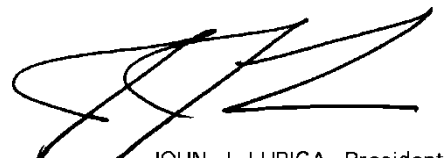
THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract.

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA (A stock company)
BANKERS STANDARD FIRE AND MARINE COMPANY (A stock company)
BANKERS STANDARD INSURANCE COMPANY (A stock company)
ACE AMERICAN INSURANCE COMPANY (A stock company)
ACE PROPERTY AND CASUALTY INSURANCE COMPANY (A stock company)
INSURANCE COMPANY OF NORTH AMERICA (A stock company)
PACIFIC EMPLOYERS INSURANCE COMPANY (A stock company)
ACE FIRE UNDERWRITERS INSURANCE COMPANY (A stock company)
WESTCHESTER FIRE INSURANCE COMPANY (A stock company)

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703


REBECCA L. COLLINS, Secretary


JOHN J. LUPICA, President

Authorized Representative



ACE Producer Compensation Practices & Policies

ACE believes that policyholders should have access to information about ACE's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <http://www.aceproducercompensation.com> or by calling the following toll-free telephone number: 1-866-512-2862.

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

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

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

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

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

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

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

FORWARD BY FAX, MAIL OR E-MAIL TO:
Chubb Excess Casualty
P.O. Box 5103
Scranton, PA 18505-0510
Fax No.: (866) 635-5687
ChubbClaimsFirstNotice@Chubb.com

Notice of: (check all that apply)

- First-Party Claim Potential Claim
- Third-Party Claim Litigation Initiated
- Other _____

Insured's Name & Contact Information

Company Name: Premier Hospitality Insurance Group, Inc. Point of Contact: _____
 Address: c/o 3H Corporate Services, LLC;
 1201 N. Orange Street, Suite 710
 Wilmington, DE 19801-1186

Phone Number: _____

Broker/Agent's Name & Contact Information

Company Name: Distinguished Programs Insurance Point of Contact: _____
 Brokerage LLC

Address: 11245 SE 6th St., Suite 100, Bellevue, WA 98004

Phone Number: _____

Primary Insurer's Adjuster's Name & Contact Information

Company Name: _____ Point of Contact: _____

Address: _____

Phone Number: _____

Claim Number: _____

Policy Information

Policy Number: XOO G28970304 001 Point Period: 04/01/2023 – 04/01/2025

Limits of Liability Per agg. Self Insured Retention/Deductible _____

Loss Information

Date of Incident/claim: _____ Location _____

Claimant Name/Address _____

Description of Loss: _____

Please list all attached or enclosed documentation: (check if none provided)

Name of Person Completing This form: _____ Signature: _____

COMMERCIAL UMBRELLA LIABILITY

INFORMATION FOR POLICYHOLDERS TO HELP YOU IN THE EVENT OF A CLAIM FOR CATASTROPHE MANAGEMENT COVERAGE

A CATASTROPHE MANAGEMENT COVERAGE ENDORSEMENT is attached to your commercial umbrella liability policy from ACE Excess Casualty.

This informational notice has been prepared in conjunction with the implementation of changes to your policy. It contains a brief synopsis of the Catastrophe Management Coverage endorsement.*

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

When this endorsement is attached to your policy:

- Insurance is provided for covered catastrophe management costs arising out of a “catastrophe management event” as defined in the endorsement.
- In order to activate your catastrophe management coverage (make a claim), you must call the following toll free number:

1-877-366-3747

- If you attempt to report directly to a firm that provides catastrophe management services on our behalf, you will be re-directed to the toll free number shown above.
- Please be prepared to provide the following information:
 - Caller’s name, title and contact telephone number
 - Name of Insured
 - Policy Number
 - A description of the incident
 - Any witnesses
 - Property, Product or Vehicle Information
 - Incident Location
 - Contact Person
 - Number and nature of bodily injuries (including any fatalities and the number of people injured)
 - Current status of the situation

**The coverage description in this notice is a summary only. It is not part of the policy and does not amend or alter your policy. Please see your policy for actual terms and conditions. ACE Excess Casualty is one of the U.S.-based business groups of ACE USA. Insurance policies are issued by ACE Property and Casualty insurance Company or one of its insurance company affiliates.*