

Policy Number: EX01168-00

Renewal of Number: New

**COMMERCIAL EXCESS LIABILITY
DECLARATIONS**



Employers Fire Insurance Company

One Beacon Lane
Canton, MA 02021

Item 1. Named Insured and Mailing Address

URMIA
P. O. Box 1027

Bloomington, IN 47402-1027

Agent Name and Address

Arthur J. Gallagher - CO
6399 S. Fiddlers Green #200

Greenwood Village, CO 80111

POLICY PERIOD From: 2012-01-01 To: 2013-01-01

At 12:01AM Standard Time at the Mailing Address Shown Above

FORM OF BUSINESS: INDIVIDUAL PARTNERSHIP JOINT VENTURE
 LIMITED LIABILITY COMPANY ORGANIZATION, INCLUDING A CORPORATION (BUT NOT
 INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY)

BUSINESS DESCRIPTION: 12-13 Manual TULIP Excess

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

LIMITS OF INSURANCE:
 EACH OCCURRENCE LIMIT \$5,000,000
 AGGREGATE LIMIT \$5,000,000

RETROACTIVE DATE (APPLICABLE ONLY IF UNDERLYING INSURANCE IS CLAIMS MADE):

SCHEDULE OF UNDERLYING INSURANCE: SEE FORM EDEC 535 02 06

PREMIUM \$5,500
STATE TAXES OR OTHER (If applicable) \$0
MINIMUM PREMIUM \$5,500

ENDORSEMENTS ATTACHED TO THIS POLICY: See form ILU 003 (0589)

AUDIT PERIOD (IF APPLICABLE)
 Annually Semi-Annually
 Quarterly Monthly Not Auditable

FREE TRADE ZONE CODE (New York only):

Countersigned:
Date: By:

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S) COMPLETE THE ABOVE NUMBERED POLICY

THIS ENDORSEMENT CLARIFIES THE POLICY. PLEASE READ IT CAREFULLY

ADJ. NO.

| | | |
|---|---|-----------------------------|
| NAMED INSURED URMIA | DATE 2012-01-0 1 | POLICY NUMBER EX01168-00 |
| IF THIS ENDORSEMENT IS LISTED IN THE POLICY DECLARATIONS, IT IS IN EFFECT FROM THE TIME COVERAGE UNDER THIS POLICY COMMENCES. OTHERWISE, THE EFFECTIVE DATE OF THIS ENDORSEMENT IS AS SHOWN ABOVE AT THE SAME TIME OR HOUR OF THE DAY AS THE POLICY BECAME EFFECTIVE. | COUNTERSIGNED BY: _____ AUTHORIZED REPRESENTATIVE | |
| THIS ENDORSEMENT IS USED AS AN OVERFLOW FOR FIELDS ON THE DECLARATIONS PAGE NOT LARGE ENOUGH FOR THE NECESSARY INFORMATION AND TO LIST OPTIONAL COVERAGES. Commercial Excess Liability Declarations - EDEC 545 02 06 Declarations Overflow Page (Schedule Of Forms) - ILU 003 (0589) Signature Page - SNP1 0608 Schedule Of Underlying Insurance - EDEC 535 02 06 Disclosure Pursuant To Terrorism Risk Insurance Act Of 2002 - IL 09 85 01 08 Commercial Excess Liability Coverage Form - EUM 00 510 03 06 Endorsement A - Rate Schedule - Endorsement A Endorsement B - Quarterly Reporting Schedule - Endorsement B Endorsement C - Add Underlying TPPD to Excess - Endorsement C Indiana Changes – CU 01 39 12 05 Nuclear Energy Liability Exclusion Endorsement – CU 21 23 02 02 Non-Concurrence of Policy Periods – Retained Limit – CU 24 37 12 05 Limited Terrorism Exclusion (Other than Certified Acts of Terrorism): Cap on Losses – CU 21 31 12 02 Exclusion of Punitive Damages Related to a Certified Act of Terrorism – CU 21 36 01 08 | | |

This policy is signed by officers of the Company shown on the Declarations page of this policy.

For: Employers Fire Insurance Company



President



Secretary

POLICY NUMBER:

COMMERCIAL UMBRELLA AND EXCESS LIABILITY
EDEC 535 02 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF UNDERLYING INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA AND EXCESS LIABILITY COVERAGE PART
COMMERCIAL EXCESS LIABILITY COVERAGE PART

Schedule of Underlying Insurance

| Name of Underlying Insurer Underlying Policy Number Underlying Policy Period | Coverage | Limit of Insurance (Underlying Limit) |
|---|--|--|
| Company: Employers Fire Insurance Company Policy Number: GL02992-00 Policy Term: 01-01-12 to 01-01-13 | Commercial General Liability X Occurrence Form Claims Made Form Retroactive Date: | General Aggregate None Products Complete Operations Agg. \$1,000,000 Personal and Advertising Limit \$1,000,000 Each Occurrence Limit \$1,000,000 |
| | | |

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

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

Terrorism Premium (Certified Acts) \$0

This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(s):

Additional information, if any, concerning the terrorism premium:

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

A. Disclosure Of Premium

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

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

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

C. Cap On Insurer Participation In Payment Of Terrorism Losses

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

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

PREAMBLE

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

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

The word “insured” means any person or organization qualifying as such under Section II – **Who Is An Insured.**

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

I. SECTION I. COVERAGE

A. EXCESS LIABILITY – INSURING AGREEMENT

1. This insurance applies only to injury or damage covered by “underlying insurance”. The definitions, terms, conditions, limitations, exclusions and warranties of the “underlying insurance” in effect at the inception of this policy apply to this coverage unless they:
 - a. Conflict with the provisions of this insurance; or
 - b. Relate to any of the following: premium; our right to recover payment; “other insurance”; any duty to investigate or defend; the amount or limits of insurance; the payment of expenses; cancellation; or any renewal agreement.
2. We will pay on behalf of any insured those sums in excess of “underlying insurance” or “other insurance” that any insured becomes legally obligated to pay as damages to which this insurance applies. If “underlying insurance” does not pay any claim or “suit”

for any reason other than exhaustion of their limits of insurance, we will not pay such claim or “suit”.

3. This insurance applies only to:
 - a. “Occurrences” which take place during this policy period.
 - b. If any “underlying insurance” is written on a claims made basis, then to injury or damage covered by those “underlying insurance” on the same basis, provided that:
 - i. The injury or damage occurs on or after the Retroactive date shown in the Declarations of this insurance and prior to the termination of this insurance; and
 - ii. The claim first made against any “insured” is during this insurance policy period.
 - iii. If the “underlying insurance” provides an Extended Reporting Period for a claim, then this coverage will apply to the claim on the same basis subject to the following:
 - a. Coverage under this insurance 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 the Retroactive date and prior to the termination of this insurance; and
 - c. The Extended Reporting Period will not reinstate or increase the Limits of Insurance of this insurance or extend this insurance policy period.

d. If the applicable Limit of Liability shown in the Schedule of Underlying Insurance for a Claims Made Basis “underlying insurance” applies on an aggregate basis, and if such limit has been exhausted by payments for claims or “defense expenses”, then this insurance shall apply in excess of such exhausted limit provided that:

- (1) Claims or “defense expenses” must be for injury or damage which occurs on or after the Retroactive date shown in the Schedule of this insurance and prior to the termination of this insurance;
- (2) The claims must be made against any “insured” during this insurance policy period or during the Extended Reporting Period provided by the “underlying insurance”; and
- (3) If such applicable Limit of Liability has been reduced or exhausted by payments for claims or claims expense other than those specified in d.(1) and d. (2) above, then this insurance shall apply as if such payments had not been made.

4. The amount we will pay for damages is limited in SECTION III. LIMITS OF INSURANCE.

B. EXCLUSIONS

This insurance does not apply to:

1. Asbestos or Silica

- a. Any liability 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 asbestos or “silica” or “silica-related dust”.

- b. 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 asbestos, “silica” or “silica-related dust” by any insured or by any other person or entity.

2. E.R.I.S.A.

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

3. First Party “Auto” Coverage

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

4. Medical Expense Payments

Medical expenses or medical payments, as described in “underlying insurance”.

5. Pollution

- a. Any liability arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants” at any time.

- b. “Pollution cost or expense”.

This exclusion does not apply if valid “underlying insurance” for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits. Coverage provided will follow the provisions, exclusions and limitations of the “underlying insurance”.

6. Property Damage

- a. Any liability arising out of damage to or loss of use of:

- (1) Real or personal property any insured owns, rents or occupies,

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) Real or personal property loaned to any insured;
- (4) Personal property in the care, custody or control of any insured; or
- (5) That particular part of any real property on which any insured or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the damage arises out of those operations.

- b. Section a.(1) of this exclusion does not apply to damage to real property rented to you arising out of fire, explosion, lightning or sprinkler leakage which occurs during the first thirty (30) days after the date such real property was rented to you.
- c. Sections a.(3), (4) and (5) of this exclusion do not apply to liability assumed under a sidetrack agreement.

7. Workers' Compensation And Similar Laws

Any obligation for which any insured may be held liable under any of the following: workers' compensation laws; unemployment compensation laws; disability benefits laws; or any similar laws.

8. War

Injury or damage, however caused, arising, directly or indirectly, out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

SECTION II. WHO IS AN INSURED

The following persons and organizations are insureds under this insurance.

1. Newly Acquired Or Formed Organizations

This insurance will follow the provisions of the "underlying insurance" with respect to any organization you newly acquire or form other than a partnership, joint venture or limited liability company.

2. Partnerships and Joint Ventures

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

3. Persons or Organizations Insured in "underlying insurance"

Any person or organization who is an insured in "underlying insurance" at the inception of this policy is an insured.

4. Named Insureds

Any person or organization shown in the named insured section of the Declarations of this policy is an insured.

5. Additional Insureds

At your option, any person or organization who is added as an additional insured in "underlying insurance" after the inception of this policy is an insured, but only:

- a. When you agree prior to the time of an "occurrence" to provide such insurance as is afforded by this insurance; and
- b. With respect to liability arising out of:
 - (1) "your work" or "your products"; or
 - (2) Property owned or used by you.

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of

the additional insured, subject to this policy limit, is the amount of insurance required by the contract or agreement, less any amounts payable by any "underlying insurance" or "other insurance".

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

SECTION III. LIMITS OF INSURANCE

A. "Occurrence" Limit

Subject to the Aggregate limit, the Limit of Insurance stated in the Declarations as "each occurrence" is the most we will pay for all damages under this insurance, arising out of any one "occurrence" regardless of the number of:

1. Persons or organizations who are insureds under this insurance;
2. Persons or organizations sustaining injury or damage; or
3. Claims made or "suits" brought.

B. AGGREGATE LIMIT

1. The Aggregate Limit of Insurance stated in the Declarations of this insurance is the most we will pay for all injuries or damages. The Aggregate limit of this insurance applies on the same basis as the Aggregate limit of "underlying insurance".
2. Policy Period Extensions - If, after this policy is issued, we extend the policy period, we will consider the additional period as part of the original policy period to determine how to apply the aggregate limit.
3. This insurance applies only in excess of the total available limits of "underlying insurance" and "other insurance" combined. But if "underlying insurance" or "other insurance" has a limit of insurance:
 - a. Greater than the amount shown in the schedule of "underlying insurance", this insurance applies excess of the greater amount; or
 - b. Less than the amount shown in the schedule of "underlying insurance", this insurance applies excess of the amount shown in the schedule.
4. If the limit of insurance of "underlying insurance" applies on an aggregate basis, and;

- a. When such limit has been exhausted by payment of "suits", claims or claims expense arising solely out of "occurrences" which took place during this policy period, this insurance applies excess of such exhausted limit; or
- b. When such limit has been reduced or exhausted by payment of "suits", claims or claims expense arising out of "occurrences" which took place before or after this policy period, this insurance applies as if such payments had not been made.

SECTION IV. CONDITIONS

1. Appeals

If any "underlying insurer" or insured elects not to appeal a judgment in excess of the "underlying insurance" we may do so at our own expense. We will be liable for taxable costs, pre- and post judgment interest and disbursements. Such payments will not reduce the Limits of Insurance.

2. Bankruptcy

a. Bankruptcy of Insured

Bankruptcy or insolvency of the insured or the insured's estate does not relieve us of our duties.

b. Bankruptcy of Underlying Insurer

If any "underlying insurer" becomes bankrupt or insolvent, this insurance:

- (1) Does not replace such "underlying insurance"; and
- (2) Applies as though such "underlying insurance" was available and collectible.

3. Duties In The Event of "Occurrence", Claim or "Suit"

- a. You must see to it that we are notified as soon as practicable of an "occurrence" regardless of the amount which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" took place;
 - (2) The names and addresses of any injured persons and witnesses;
 - (3) The nature and location of any injury or damage arising out of the "occurrence"; and

- (4) All information available to identify this policy, including the name of any “insured.
- b. If a claim is made or “suit” is brought against any insured you must:
 - (1) Immediately record the specifics of the claim or “suit” and the date received; and
 - (2) Notify us as soon as practicable.
- c. You and any other involved insured or their representative must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or “suit”;
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the “suit”;
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply;
 - (5) Take all necessary steps to protect any insured’s and our interests;
 - (6) Cooperate with “underlying insurers”, as required by their terms and conditions;
 - (7) Not at any time make or authorize an admission of liability or attempt to settle or otherwise dispose of any claim or “suit” without our written consent;
 - (8) If any “underlying insurer” denies coverage for any reason, see to it that we receive written notice of such denial as soon as practicable. Such notice shall contain the reason for such denial as stated by the “underlying insurer”.
- d. No insured will, except at that insured’s own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. Legal Action Against Us

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

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

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

5. Other Insurance

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

When this insurance is excess, we will have no duty to defend the insured against any “suit” if any other insurer has a duty to defend the insured against that “suit”. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured’s rights against all those other insurers.

- b. When this insurance is excess over “other insurance”, we will pay only our share of the loss that exceeds the sum of:
 - (1) The total amount that all such “other insurance” would pay for the loss in the absence of this insurance; and
 - (2) The total of all deductible and self insured amounts under all that “other insurance”.

6. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we

will compute the earned premium for that period and send notice to the first named insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for this policy period is greater than the earned premium, we will return the excess to the first named insured.

- c. The first named insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

7. Representations Or Fraud

By accepting this policy, you agree:

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

8. Separation of Insureds

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

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

9. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this 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.

Any recoveries shall be distributed as follows:

- a. First, we shall be entitled to recover to the extent of our payment; and

- b. Next, any remaining amounts shall be paid to the "underlying insurers" or any other party to the extent of their payment.

The expenses of the recovery will be distributed in proportion to the share of each party's recovery. But, if we conduct the recovery proceedings by ourselves:

- i. We will pay all expenses; and
- ii. If we make a recovery, we will be reimbursed in full from the recovery for our expenses before the recovery is distributed.

10. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first named insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

11. Loss Payable

- a. Liability under this Coverage Part shall not apply unless and until the insured or insured's "underlying insurer" has become obligated to pay the "underlying insurance" limit. Such obligation by the insured to pay part of the loss shall have been previously determined by a final settlement or judgment after an actual trial or written agreement between the insured, claimant, and us.
- b. Nothing contained in this policy gives any person or organization any right to join us as a co-defendant in any action against any insured to determine that insured's liability.

12. Maintenance of "Underlying Insurance"

- a. You will maintain all of the "underlying insurance" listed in the schedule of "underlying insurance" in the declarations in full force and effect throughout this policy period, except for reduction of aggregate limits due to payment of claims, settlements or judgments.
- b. Failure to maintain "underlying insurance" will not invalidate this insurance. However, this insurance will apply as if the "underlying insurance" were in full effect.
- c. If there is any increase in coverage, other than an increase in Limits of Insurance, of

any “underlying insurance” after that “underlying insurance” has been issued, this insurance will apply as if the “underlying insurance” had not been changed.

- d. You will notify us as soon as practicable when any “underlying insurance” is no longer in effect.

13. Endorsements To This Coverage Part

Reference to Commercial Liability Umbrella in any endorsement that is attached to or made a part of this Coverage Part shall mean this Coverage Part.

SECTION V. DEFINITIONS

A. Definitions Used In The “Underlying Insurance”:

The definitions contained in the “underlying insurance” apply to this insurance. When there is no definition in the “underlying insurance”, the following definitions apply:

1. “Auto” means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, “auto” does not include “mobile equipment”.

2. “Mobile Equipment”

The meaning of the term “mobile equipment” contained in “underlying insurance” applies to this insurance.

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

4. “Property damage” means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be

deemed to occur at the time of the physical injury that caused it; or

- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the “occurrence” that caused it.

For the purposes of this insurance, electronic data is not tangible property.

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

- 5. “Suit” means a civil proceeding in which damages to which this insurance applies are alleged. The term includes:

- a. An arbitration proceeding in which such damages are claimed and to which any insured must submit or does submit with our consent; and
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which any insured submits with our consent.

- 6. “Your product” 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.

“Your product” includes:

- (1) Warranties or representations made at any time as respects the fitness, quality, durability, performance or use of “your product”; and

- (2) The providing of or failure to provide warnings or instructions.

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

7. “Your work” 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.

“Your work” includes:

- i. Warranties or representations made at any time as respects the fitness, quality, durability, performance or use of “your work”; and
- ii. The providing of or failure to provide warnings or instruction.

B. Definitions Used In this Coverage Part:

The following definitions supersede the same definitions in “underlying insurance”.

1. “Defense expenses” mean payments allocated to a specific claim or “suit” for its investigation, settlement, or defense, including:
 - a. Attorney fees and all other litigation expenses;
 - b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance;
 - c. The approved Claims Organization service expenses or fees;
 - d. All costs taxed against the insured in the claim or “suit”.
 - e. Prejudgment interest awarded against the insured on that part of the judgment you pay within the applicable “self insured retention”;
 - f. All interest on the full amount of any judgment that accrues after entry of the judgment and before you have paid, offered to pay, or deposited in court the part of the judgment that is

within the applicable “self-insured retention”.

“Defense expenses” does not include normal operating expenses, salaries or expenses of our employees or your employees.

2. “Named insured” means any persons or organizations shown in the named insured section of the Declarations of this Coverage Part. Refer to the WHO IS AN INSURED section of this Coverage Part.

3. “Occurrence”

The definition of the term “occurrence” contained in “underlying insurance” applies to this insurance, whether described as an “occurrence”, injury, offense or wrongful act.

4. “Other insurance” means insurance which is available to any insured and covers injury or damage to which this insurance applies, other than:

a. “Underlying insurance”; or

b. Insurance which is specifically purchased by you to be excess of the insurance afforded by this insurance.

5. “Pollution cost or expense” means any loss, cost or expense arising out of any:

a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of “pollutants”; or

b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, “pollutants”.

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

7. “Silica-Related Dust” means a mixture or combination of silica and other dust or particles.

- 8. "Underlying insurance" means any policies of insurance listed in the declarations under the schedule of "underlying insurance".
- 9. "Underlying insurer" means the insurer of the "underlying insurance" or "other insurance" policies.

SECTION VI. DEFENSE AND SUPPLEMENTARY PAYMENTS

A. Defense

- 1. At our discretion, we may:
 - a. Investigate any "occurrence" or claim; and
 - b. Settle any claim or "suit" of which we assume control of the settlement or defense.
- 2. We have the right, but not the duty, to associate with "underlying insurers" or other insurers in the defense and control of any claim or "suit" to which we think this insurance may apply.
- 3. We have the right and duty to defend any "suit" against any insured seeking damages to which this insurance applies when "underlying insurance" or "other insurance":
 - a. Do not apply; or
 - b. Cease to apply because of exhaustion of their limits of insurance solely by the payment of claims, settlements, judgments or claims expense for "occurrence" to which this insurance also applies.
- 4. We have no duty to defend any insured against any "suit":
 - a. Seeking damages to which this insurance does not apply; or
 - b. After the applicable Limit of Insurance of this insurance has been exhausted by payment of judgments or settlements.

B. Supplementary Payments

- 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend, when the duty to defend exists:
 - a. All expenses we incur;

- b. Costs taxed against any insured in the "suit";
 - c. The cost of appeal bonds or bonds to release attachments. But we will only pay for bond amounts to which Our Limits of Insurance apply. We do not have to furnish these bonds;
 - d. Other reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit". This includes actual loss of earnings up to \$500 a day, because of time off from work;
 - e. Prejudgment interest awarded against any insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - f. Interest on the amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
- 2. As respects any claim or "suit" to which this insurance applies and for which we do not assume control of the settlement or defense:
 - a. We will pay expenses we directly incur at our discretion; and
 - b. We will not pay expenses:
 - (1) Incurred by any insured; or
 - (2) Included in "underlying insurance" or "other insurance".
 - 3. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;

- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee and;
- f. The indemnitee:

(1) Agrees in writing to:

- i. Cooperate with us in the investigation, settlement or defense of the "suit";
- ii. Immediately send us copies of any demands, notices, summons or legal papers received in connection with the "suit";
- iii. Notify any other insurer whose coverage is available to the indemnitee; and
- iv. Cooperate with us with respect to coordinating

other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- i. Obtain records and other information related to the "suit"; and
- ii. Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Such payments will not be deemed to be damages for "bodily injury" and "property damage and will not reduce the limits of insurance.

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

- 4. Payment under 1. or 2. above, will not reduce the limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number

A

| | | |
|---|---|---|
| POLICY NUMBER EX01168-00 | POLICY CHANGES EFFECTIVE 01-01-2012 | COMPANY Employers Fire Insurance Company |
| NAMED INSURED URMIA | | AUTHORIZED REPRESENTATIVE |
| COVERAGE PARTS AFFECTED | | |
| Coverage Part | | |
| <p style="text-align: center;">CHANGES</p> <p>Loss Limit: \$1,000,000 Excess Rate 1-4 days: 0.2500 of underlying subject to a minimum premium of \$250</p> <p>Excess Rate 5 or more days: 0.2500 of underlying subject to a minimum premium of \$300</p> <p>Loss Limit: \$3,000,000 Excess Rate 1-4 days: 0.4400 of underlying subject to a minimum premium of \$400</p> <p>Excess Rate 5 or more days: 0.4400 of underlying subject to a minimum premium of \$700</p> <p>Loss Limit: \$5,000,000 Excess Rate 1-4 days: 0.4850 of underlying subject to a minimum premium of \$750</p> <p>Excess Rate 5 or more days: 0.4850 of underlying subject to a minimum premium of \$1,000</p> <p>Limits provided apply only if reported on a quarterly reporting form.</p> | | |

| |
|--|
| |
| Total Premium for this Endorsement: |
| State Fee Changes: \$0 |
| Total Due for this Endorsement: 0 |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number B

| | | |
|---|--|---|
| POLICY NUMBER EX01168-00 | POLICY CHANGES EFFECTIVE 01-01-2012 | COMPANY Employers Fire Insurance Company |
| NAMED INSURED URMIA | | AUTHORIZED REPRESENTATIVE |
| COVERAGE PARTS AFFECTED | | |
| Coverage Part | | |
| CHANGES | | |
| Quarterly Reporting Schedule | | |
| Period # | Reporting Period | Due Date |
| | From To | |
| 1 | 01-01-2012 04-01-2012 | 04-15-2012 |
| 2 | 04-02-2012 07-02-2012 | 07-16-2012 |
| 3 | 07-03-2012 10-03-2012 | 10-16-2012 |
| 4 | 10-04-2012 01-01-2013 | 01-15-2013 |
| All events insured by this policy which occurred during the Reporting Period shown in the Schedule must be reported to us on a reporting form no later than the Date Due shown in the Schedule. Failure to report by the Date Due will be considered non-payment of premium and will be subject to the cancellation contained in this policy. | | |
| Total Premium for this Endorsement: | | |
| State Fee Changes: \$0 | | |
| Total Due for this Endorsement: 0 | | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number C

| | | |
|--|---|---|
| POLICY NUMBER EX01168-00 | POLICY CHANGES EFFECTIVE 01-01-2012 | COMPANY Employers Fire Insurance Company |
| NAMED INSURED URMIA | | AUTHORIZED REPRESENTATIVE |
| COVERAGE PARTS AFFECTED | | |
| Coverage Part | | |
| <p style="text-align: center;">CHANGES</p> <p>The Schedule of Underlying Insurance is amended to include: Third Party Property Damage Insurance Co.: Employers Fire Insurance Company Policy No.: PF00828-00 Policy Term: 2012-01-01 to 2013-01-01 Limit Each Loss \$1,000,000</p> | | |
| | | Total Premium for this Endorsement: |
| | | State Fee Changes: \$0 |
| | | Total Due for this Endorsement: 0 |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Liability

The following is added to Exclusion **i. Pollution** of Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage** and to Subparagraph **a.(13)** of Paragraph **2. Exclusions** under **Section I – Coverage B – Personal And Advertising Limit** or to any amendment to or replacement thereof:

This Pollution Exclusion applies whether or not such irritant or contaminant has any function in your business, operations, premises, site or location.

B. Changes In Conditions

1. Paragraph **7.d. Representations Or Fraud** is replaced by the following:
 - d. We will not pay for any loss or damage in any case of fraud committed by an insured at any time and relating to a claim under this policy.
2. The following condition is added:

Notice given by or on behalf of the insured to any of our authorized agents in Indiana, with particulars sufficient to identify the insured, shall be considered to be notice to us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

I. The insurance does not apply:

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

(1) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

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

(1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or **(b)** has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

II. As used in this endorsement:

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

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

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

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

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

"Nuclear facility" means:

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-CONCURRENCY OF POLICY PERIODS – RETAINED LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following is added to **Section III – Limits Of Insurance**:

If there is "underlying insurance" with a policy period that is non-concurrent with the policy period of this Commercial Liability Umbrella Coverage Part, the "retained limit(s)" will only be reduced or exhausted by payments for:

- a. "Bodily injury" or "property damage" which occurs during the policy period of this Coverage Part; or
- b. "Personal and advertising injury" for offenses that are committed during the policy period of this Coverage Part.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- A.** The following exclusion is added:
This insurance does not apply to:
TERRORISM PUNITIVE DAMAGES
Damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.
- B.** The following definition is added:
"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED TERRORISM EXCLUSION (OTHER THAN CERTIFIED ACTS OF TERRORISM); CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

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

1. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ; or
3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part or underlying insurance to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or underlying insurance.
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "certified act of terrorism":
 - a. The act resulted in aggregate losses in excess of \$5 million; and
 - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, 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.

3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act of 2002. However, "other act of terrorism" does not include an act which meets the criteria set forth in Paragraph **b.** of the definition of "certified act of terrorism" when such act resulted in aggregate losses of \$5 million or less. Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

C. In the event of an "other act of terrorism" that is not subject to this exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Coverage Part.

D. With respect to any one or more "certified acts of terrorism", we will not pay any amounts for which we are not responsible under the terms of the federal Terrorism Risk Insurance Act of 2002 (including subsequent acts of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.