

## COMMERCIAL UMBRELLA LIABILITY

# INSURANCE COMPANY ENDORSEMENT

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases that appear in bold have special meaning as defined below or in the Form to which this Endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Form; these titles have only been inserted for ease of reading.

This Endorsement is attached to the Commercial Umbrella Liability Form and is subject to all terms, conditions, limitations and exclusions of such Form.

The following exclusion is added to 2. EXCLUSIONS under SECTION I – COVERAGE in the Commercial Umbrella Liability Form:

**This insurance does not apply to:**

2.29. Insurance Company

- 2.29.1. Any obligation assumed by an Insured as an Insurer under any contract of insurance, suretyship or reinsurance;
- 2.29.2. Liability of an Insured resulting from errors or omissions in the writing or failing to write contracts of insurance, suretyship or reinsurance;
- 2.29.3. Liability of an Insured for failure to settle any claim made under any contract of insurance, suretyship or reinsurance, or to liability of an Insured for the negligent or otherwise improper handling of any such claim;
- 2.29.4. **Property damage** to negotiable and non-negotiable instruments or contracts representing money or other property, real or personal, or other property the custody of which an Insured has undertaken in any fiduciary capacity as trustee, guardian, custodian, escrow agent or similar capacity either gratuitously or otherwise whether legally liable therefore or not;
- 2.29.5. An Insured's liability as a member of or contributor to any insolvency or guarantee funds, or other similar organizations or associations;
- 2.29.6. An Insured's liability as a fiduciary arising out of the operation of mutual funds, pension funds or other similar activities, including liability arising under the *Employee Retirement Income Security Act of 1974*;
- 2.29.7. Fines, penalties or punitive damages;
- 2.29.8. Liability for **bodily injury, property damage** or **personal injury** arising out of any undertaking by or on behalf of an Insured to make or report on inspections, discover hazards, make recommendations or give advice for the safety of persons or the protection of property within the conduct of the Insured's business of insurance;
- 2.29.9. Liability accruing to an Insured directly or indirectly from any insurance or reinsurance written by or through any pool or association including pools or associations in which membership by an Insured is required under any statute or regulation.

All other terms and conditions of the Policy remain unchanged.