

Kinsale Insurance Company
 2025 Staples Mill Road, Suite 100
 Richmond, VA 23230

**VETERINARY COMBINED POLICY
 COMMON DECLARATIONS**

Policy Number: 0100436687-0
Producer Number: 24701
Name and Address: Novatae Risk Group, LLC - Irvine, CA
 18271 McDermott Street, Ste D
 Irvine, CA 92614

| | |
|-------------------------|-----------------------------------------------------------------------------------------------|
| NAMED INSURED: | Certified Therapy Dogs of America |
| MAILING ADDRESS: | 1442 Aaron Ct Jefferson City, MO 65101 |
| POLICY PERIOD: | FROM 03/16/2026 TO 03/16/2027 at 12:01 AM at the address of the named insured as shown above. |

THIS POLICY MAY PROVIDE CLAIMS MADE AND REPORTED COVERAGE. PLEASE READ THE ENTIRE POLICY CAREFULLY TO DETERMINE YOUR RIGHTS AND DUTIES AND WHAT IS AND IS NOT COVERED. IN RETURN FOR 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.

| VETERINARY COMBINED COVERAGES | |
|---------------------------------------------------------------------------------------------|-------------|
| Policy Aggregate Limit | \$2,000,000 |
| The Policy Aggregate Limit is the most we will pay under all Coverage Parts of this Policy. | |

| COVERAGE PART | INCLUDED/NOT INCLUDED |
|-------------------------------------------------------------------------------------------------------------------------|-----------------------|
| Professional Liability Coverage Part | INCLUDED |
| Commercial General Liability Coverage Part | INCLUDED |
| Bailee Coverage Part | NOT INCLUDED |
| A COVERAGE PART must show INCLUDED in the Schedule above in order for coverage to be afforded under such COVERAGE PART. | |

| SCHEDULE OF LOCATIONS | |
|-----------------------|------------------|
| LOCATION NAME | LOCATION ADDRESS |
| | |

| DESCRIPTION OF BUSINESS | |
|----------------------------------|-----------------------------------|
| DESCRIPTION OF OPERATIONS | Therapy Dog Evaluator/Coordinator |
| BUSINESS TYPE | Individual |

| CLASSIFICATION OF PREMIUM | | | | | |
|---------------------------|---------------------------------------------------------------------------------|-------------------------|----------|---------|---------|
| CLASS CODE | CLASS DESCRIPTION | BASIS OF PREMIUM | EXPOSURE | RATE | PREMIUM |
| 99851.01 | Therapy Dog Evaluator/Coordinator RATED AS Veterinarian or Veterinary Hospitals | per \$1,000 Gross Sales | 10,000 | 50.0000 | \$500 |
| 16405.01.02 | Miscellaneous Animal Services - Per \$1,000 of Revenue | per \$1,000 of Revenue | 10,000 | 25.0000 | \$250 |

| ADDITIONAL COVERAGE | | |
|-----------------------------|-----------------------------------|---------|
| COVERAGE | LIMIT OF INSURANCE | PREMIUM |
| Cyber Liability -100k Limit | \$100K Limit / \$1,000 Deductible | \$391 |

| | |
|-----------------------------------|-----|
| MINIMUM EARNED PREMIUM PERCENTAGE | 25% |
|-----------------------------------|-----|

| PREMIUM AND COMPANY FEE | |
|-----------------------------------|----------------|
| TOTAL PREMIUM (DEPOSIT PREMIUM) | \$1,141 |
| COMPANY FEE | \$0 |
| TOTAL PAYABLE AT INCEPTION | \$1,141 |

| ENDORSEMENTS |
|-------------------------------------|
| Refer to ADF4001, SCHEDULE OF FORMS |

| | |
|------------------------------------|------------|
| AMENDED DECLARATION EFFECTIVE DATE | 03/16/2026 |
|------------------------------------|------------|

THE COMMON DECLARATIONS, ALL SUPPLEMENTAL DECLARATIONS, THE COMMON TERMS AND CONDITIONS, THE COVERAGE PART FORM(S), AND ANY ENDORSEMENT(S) COMPLETE THE ABOVE-NUMBERED POLICY.

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|-------------------------------------------------------------------------------------------------------------------------------------------|
| Premium: \$ 1,141.00 Policy fee: \$ 185.00 MO Surplus lines tax: \$ 66.30 Total Premium: \$ 1,392.30 |
|-------------------------------------------------------------------------------------------------------------------------------------------|

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER ENDORSEMENT - SCHEDULE OF COVERAGES - \$100,000 AGGREGATE

| | | |
|---------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| <i>Attached To and Forming Part of Policy</i> 0100436687-0 | <i>Effective Date of Endorsement</i> 03/16/2026 12:01AM at the Named Insured address shown on the Declarations | <i>Named Insured</i> Certified Therapy Dogs of America |
| <i>Additional Premium:</i> \$0 | <i>Return Premium:</i> \$0 | |

SECTION III - CYBER LIMITS OF INSURANCE AND DEDUCTIBLE described in this Policy's Cyber Endorsement are shown in the Schedules below:

AGGREGATE LIMIT AND DEDUCTIBLE SCHEDULE

| | |
|------------------------------------|------------------|
| Cyber Aggregate Limit | \$100,000 |
| Each Cyber Event Deductible | \$1,000 |

CYBER SUBLIMITS SCHEDULE

| | |
|----------------------------------------------------------|------------------|
| Breach Expense Limit | \$50,000 |
| Restoration Expenses Limit | \$25,000 |
| Hardware Replacement Costs Limit | \$10,000 |
| Cyber Extortion Costs Limit | \$25,000 |
| Cyber Claim Limit | \$100,000 |
| Payment Card Industry Fines and Assessments Limit | \$25,000 |
| Business Interruption and Extra Expense Limit | \$10,000 |

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

NOTICE - WHERE TO REPORT A CLAIM

It is important that losses, claims, or incidents (if incident reporting is permitted under the Policy) are reported in writing and directly to the Claims Department at Kinsale Insurance Company. Reporting losses, claims, or incidents to an insurance agent or broker is not notice to the Kinsale Insurance Company Claims Department. Failure to report directly to Kinsale Insurance Company's Claims Department may jeopardize coverage under the Policy. The Claims Department can be contacted easily and quickly by e-mail, online, fax, or U.S. mail.

By E-mail:

Newclaimnotices@kinsaleins.com

Online:

<https://claims.kinsaleins.com>

By FAX:

1-804-482-2762, Attention Claims Department

or

By Mail:

Claims Department
Kinsale Insurance Company
P. O. Box 17008
Richmond, Virginia 23226

Street Address:

Claims Department
Kinsale Insurance Company
2025 Staples Mill Road, Suite 100
Richmond, Virginia 23230

SCHEDULE OF FORMS

| | | |
|---------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| <i>Attached To and Forming Part of Policy</i> 0100436687-0 | <i>Effective Date of Endorsement</i> 03/16/2026 12:01AM at the Named Insured address shown on the Declarations | <i>Named Insured</i> Certified Therapy Dogs of America |
| <i>Additional Premium:</i> \$0 | <i>Return Premium:</i> \$0 | |

- VETGN1001-0625 - Veterinary Combined Policy Common Declarations
- ADF1000-1124 - Cyber Endorsement - Schedule of Coverages - \$100,000 Aggregate
- ADF9013-1125 - Notice - Where to Report a Claim
- ADF4001-0110 - Schedule of Forms
- VETGN0001-0625 - Veterinary Combined Policy Common Terms and Conditions
- VET1002-0625 - Veterinary Combined Policy Professional Liability Coverage Part Supplemental Declarations - Claims Made and Reported
- VET0002-0625 - Veterinary Combined Policy Professional Liability Coverage Part
- VET1003-0625 - Veterinary Combined Policy Commercial General Liability Coverage Part Supplemental Declarations - Claims Made and Reported
- VET0003-0625 - Veterinary Combined Policy Commercial General Liability Coverage Part
- VET4000-0925 - Amended Limits of Insurance - Animal Bite
- ADF3011-0115 - Exclusion of Other Acts of Terrorism Committed Outside the United States; Exclusion of Punitive Damages Related to a Certified Act of Terrorism; Cap on Losses from Certified Acts of Terrorism
- ADF9049-0823 - Notice of Privacy Policy
- ADF9010-0321 - Notice of Terrorism Insurance Coverage
- ADF0003-1124 - Cyber Endorsement
- IL1201-1185 - Policy Changes (Exclusion - Designated Work)
- IL1201-1185 - Policy Changes (Animal Training Endorsement)
- IL0985-1220 - Disclosure Pursuant to Terrorism Risk Insurance Act
- ADF9004-0110 - Signature Endorsement
- ADF9009-0110 - U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders

VETERINARY COMBINED POLICY

COMMON TERMS AND CONDITIONS

THIS POLICY MAY INCLUDE MULTIPLE COVERAGE PARTS. CERTAIN COVERAGE PARTS OF THIS POLICY ARE CLAIMS MADE AND REPORTED COVERAGE. 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 first "named insured" shown on the Common 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, and that meaning shall apply in any Coverage Part in which these words and phrases appear. Refer to **SECTION V – COMMON DEFINITIONS**. Words and phrases that appear in quotation marks and are defined in a particular Coverage Part have the meaning set forth in that particular Coverage Part, and that meaning shall apply for purposes of that particular Coverage Part and no other Coverage Part.

In consideration of payment of the premium, and subject to all the terms, conditions, and limitations of this Policy and its endorsements, we agree with you as follows:

SECTION I - SEVERABILITY OF COMMON TERMS AND CONDITIONS

These Common Terms and Conditions apply to each Coverage Part of this Policy. The terms and conditions of each separate Coverage Part apply only to that Coverage Part and shall not be construed to apply to any other Coverage Part. If any provision in these Common Terms and Conditions is inconsistent or in conflict with any term, condition, or limitation of any Coverage Part included in this Policy, the term, condition, or limitation of such Coverage Part will control for the purposes of that Coverage Part.

SECTION II – COMMON EXCLUSIONS

The exclusions below apply to each Coverage Part of this Policy. The exclusions within each Coverage Part of this Policy apply only to that Coverage Part.

This insurance does not apply to any "claim":

A. Licensing or Permitting

Arising directly or indirectly out of, related to, or in any way involving any failure, in whole or in part, to obtain or maintain any license, permit, or certification required by any state or local law, regulation, or statute.

B. Prior or Known Claims, Losses, or Veterinary Incidents

Arising directly or indirectly out of, related to, or in any way involving any:

1. "Veterinary incident" or "occurrence" that began prior to the applicable Retroactive Date for such "veterinary incident" or "occurrence";
2. "Injury", "bodily injury", "property damage", "personal injury", or "loss" that could reasonably have been foreseen to give rise to a "claim" prior to the effective date of this Policy; or
3. Proceeding that was initiated against any "insured" prior to the effective date of this Policy.

C. Violation of Laws

Arising directly or indirectly out of, related to, or in any way involving any actual or alleged violation of any of the following:

1. The Securities Act of 1933 or the Securities Exchange Act of 1934;
2. The Investment Company Act of 1940 or the Investment Advisers Act of 1940;

3. The Trust Indenture Act of 1939;
4. The Public Utility Holding Company Act of 1935;
5. The Racketeer Influenced and Corrupt Organization Act, 18 USC Section 1961, et seq.;
6. Any state Blue Sky law, or any other law, rule, or regulation involving the offer, issuance, purchase, or sale of securities;
7. Any workers' compensation, disability benefits, or unemployment compensation law, social security, or similar law;
8. Employee Retirement Income Security Act of 1974 (ERISA) including any fiduciary liability or liability due to the administration of any employee benefit plan, the Fair Labor Standards Act, the National Labor Relations Reconciliation Act of 1938, the Consolidated Omnibus Budget Reconciliation Act of 1985, or the Occupational Safety and Health Act;
9. The Immigration Reform Control Act of 1986;
10. Any Medicare or Medicaid regulation;
11. Any Health Insurance Portability and Accountability Act (HIPAA) or Americans with Disabilities Act (ADA) rule, regulation, or law;
12. Any animal welfare, animal abuse, or animal neglect rule, regulation, or law;
13. The Federal Trade Commission Act, the Sherman Antitrust Act, the Clayton Act, the Robinson-Patman Act, or any other state or federal law relating to any anti-trust activity, anti-competitive activity, price fixing, price discrimination, predatory pricing, restraint of trade, monopolization, unfair trade practice, or conspiracy relating to any of the foregoing; or
14. Any rule or regulation promulgated under any of the foregoing, any amendment thereto, or any similar provision of any federal, state, or local law.

D. Criminal Acts

Arising directly or indirectly out of, related to, or in any way involving any actual or alleged criminal act or violation of any law or regulation imposing criminal liability:

1. By any "insured";
2. At any "insured's" direction; or
3. By anyone with any "insured's" knowledge.

E. Recording and Distribution of Material or Information

Arising directly or indirectly out of, related to, or in any way involving any actual or alleged violation of:

1. The Telephone Consumer Protection Act (TCPA);
2. The CAN-SPAM Act of 2003;
3. The Fair Credit Reporting Act (FCRA);
4. The Fair Debt Collection Practices Act (FDCPA);
5. The Fair and Accurate Credit Transaction Act (FACTA);
6. Any amendment to E.1. through E.5.; or

7. Any other statute, ordinance, or regulation that limits or prohibits the printing, dissemination, disposal, collecting, recording, transmitting, communicating, sending, distribution, or disclosure of any person's or organization's confidential or personal information, including any patent, trade secret, processing method, customer list, financial information, credit card information, health information, or any other type of nonpublic information.

F. Dissolution, Insolvency, or Bankruptcy

Arising directly or indirectly out of, related to, or in any way involving any actual or alleged dissolution, insolvency, or bankruptcy of any "insured".

G. Employment Practices

Arising directly or indirectly out of, related to, or in any way involving any actual or alleged liability for employment-related practices regardless of the specific allegations or causes of action asserted. Employment-related practices include, without limitation, any actual or alleged:

1. Termination, failure or refusal to employ or promote, negligent hiring, demotion, evaluation, reassignment, discipline, deprivation of a career opportunity, breach of employment contract, management of any employee benefit plan, or any other employment-related practice, policy, act, or omission;
2. Discrimination or harassment of any kind, coercion, defamation, retaliation, humiliation, or infliction of emotional distress in any form whatsoever; or
3. Violation of any law or regulation governing the performance hours or performance conditions of any minor child employee.

This exclusion applies whether an "insured" may be liable as an employer or in any other capacity and to any obligation to share "damages" with or repay someone else who must pay "damages" because of any liability arising out of any employment-related practice.

H. Discrimination

Arising directly or indirectly out of, related to, or in any way involving any actual or alleged discrimination of any kind including, but not limited to, any actual or alleged discrimination due to or on the basis of race, color, ethnicity, religion, creed, national origin, marital status, age, sex, gender identity, disability, HIV/AIDS status, or sexual orientation.

I. Fiduciary

Arising directly or indirectly out of, related to, or in any way involving any actual or alleged:

1. Commingling, conversion, embezzlement, or misappropriation of or inability or failure to pay, collect, or return any money, property of another, or tax;
2. Dishonest, fraudulent, criminal, or malicious act or omission of any "insured", partner, "employee", or person for whom you are legally responsible;
3. Payment, division, or apportionment of any fee; or
4. Activity or operation performed in the capacity of a fiduciary.

J. Joint Venture

Arising directly or indirectly out of, related to, or in any way involving any joint venture with any other person or entity that is not specifically identified as a "named insured" on the Common Declarations or in any endorsement attached to this Policy.

K. Independent Contractors or Subcontractors

Arising directly or indirectly out of, related to, or in any way involving any:

1. Independent contractor or subcontractor;
2. Employee, leased worker, temporary worker, volunteer worker, or agent of any individual or entity described in **K.1.** above; or
3. Spouse, child, parent, brother, sister, or other family member of any individual or entity described in **K.1.** or **K.2.** above.

This exclusion applies regardless of who retained, hired, engaged, or selected any individual or entity described in **K.1.** above. This exclusion applies even if any "claim" against the "insured" alleges negligence or wrongdoing in the supervision, hiring, employment, training, or monitoring of another by such "insured".

L. Related Entities

Arising directly or indirectly out of, related to, or in any way involving any firm, organization, entity, or trust:

1. That controls, manages, owns, or operates any "insured";
2. Not named on the Common Declarations or in any endorsement attached to this Policy in which any "insured";
 - a. Has or had any ownership interest;
 - b. Is or was a director, officer, member, partner, principal, shareholder, or employee; or
 - c. At any time managed, operated, or exercised direct or indirect control over.

M. Insured vs. Insured

Brought by any "insured" against any other "insured".

N. Fines or Penalties

Arising directly or indirectly out of, related to, or in any way involving any fine, penalty, or assessment made by or on behalf of any federal, state, or local government agency or division.

O. Social Costs of Controlled Substances

1. Seeking recovery of economic costs arising out of prescribing, dispensing, or administering controlled substances, including any cost for medical monitoring or for medical, police, or emergency services;
2. Alleging interference with a right common to the general public arising out of prescribing, dispensing, or administering controlled substances, including but not limited to allegations of nuisance;
3. Seeking injunctive relief or "damages" arising out of prescribing, dispensing, or administering controlled substances to the public; or
4. Brought by any municipality, county, state, federal, or other governmental entity, public foundation, special interest group, non-profit organization, or other similar entity, group, or individual who has not himself or herself suffered physical harm, mental anguish, mental illness, emotional distress, sickness, disease, or death arising out of prescribing, dispensing, or administering controlled substances.

This exclusion also applies to any class action regardless of whether certified as such.

P. Assault, Battery, Abuse, or Molestation

Arising directly or indirectly out of, related to, or in any way involving any actual or alleged assault, battery, abuse, or molestation. Assault, battery, abuse, or molestation includes, but is not limited to, any conduct, physical act, gesture, sexual contact regardless of whether such contact is consensual, sexual molestation, sexual or physical assault or battery, sexual abuse, sexual harassment or exploitation, harmful, unwanted, or offensive contact, or spoken or written words of a sexual or physically violent nature regardless of whether such assault, battery, abuse, or molestation is provoked or unprovoked.

This exclusion includes but is not limited to:

1. The prevention or suppression of, or the failure to suppress or prevent, any assault, battery, abuse, or molestation;
2. The failure to provide an environment safe from any assault, battery, abuse, or molestation, or the failure to warn of the dangers of the environment that could contribute to any assault, battery, abuse, or molestation;
3. The selling, servicing, or furnishing of any alcoholic beverage resulting in any assault, battery, abuse, or molestation;
4. The reporting of or failure to report any assault, battery, abuse, or molestation to the proper authorities;
5. Conducting or failure to conduct an investigation of any assault, battery, abuse, or molestation;
6. Injury or damage committed while using reasonable force to protect any person or property or acting in self-defense;
7. Providing or failure to provide any first aid or medical treatment or otherwise handling or responding after there has been any assault, battery, abuse, or molestation;
8. Any assault, battery, abuse, or molestation, whether caused by, at the instigation, instruction, or direction of, or due to the negligence of the "insured", the "insured's" "employees", agents, patrons, customers, or any other person arising from any cause whatsoever; or
9. The negligent hiring, employment, training, supervision, or retention of any "employee" or agent of any "insured" with respect to items **P.1.** through **P.8.** above.

This exclusion applies regardless of fault or intent and regardless of the particular cause of action.

This exclusion applies to any "claim" regardless of whether assault, battery, abuse, or molestation is the initial precipitating cause or is in any way a cause and regardless of whether any other actual or alleged cause contributed concurrently, proximately, or in any sequence, including whether any actual or alleged injury or damage arises out of a chain of events that involves or includes any assault, battery, abuse, or molestation.

Q. Animal Fostering

Arising directly or indirectly out of, related to, or in any way involving any actual or alleged temporary care of an animal that does not have a permanent home, or has not been adopted, at a location that is not shown on the Common Declarations or in an endorsement attached to this Policy, including any "bodily injury", "property damage", "personal injury", or "loss" arising out of any premises where such animal is being housed.

This exclusion does not apply to any premises designed to house animals until they are adopted.

R. Animal Breeding

Arising directly or indirectly out of, related to, or in any way involving any actual or alleged breeding of animals.

S. Livestock or Animal Auctions

Arising directly or indirectly out of, related to, or in any way involving any actual or alleged auctioning or sale of an animal regardless of whether such animal is considered livestock or whether such auction or sale is in person or virtual.

T. Contractual Liability

Arising directly or indirectly out of, related to, or in any way involving any actual or alleged breach of any express, implied, actual, or constructive contract, warranty, guarantee, or promise, or liability assumed under any express, implied, actual, or constructive contract or agreement. This exclusion does not apply to "damages" the "insured" would have in the absence of the contract or agreement.

U. Product Liability

Arising directly or indirectly out of, related to, or in any way involving any actual or alleged product liability, regardless of whether the "claim" is under the theory of strict liability, negligence, breach of warranty, or otherwise.

V. Cyber Liability

Arising directly or indirectly out of, related to, or in any way involving any actual or alleged failure or violation of the security of any "insured's" computer or device or any related media, website, network, data, or system including, but not limited to:

1. Impaired or denial of access;
2. Unauthorized access including, but not limited to:
 - a. Access to or disclosure of any person's or organization's confidential or personal information including, but not limited to any patent, trade secret, processing method, customer list, financial information, credit card information, biometric information, health information, or medical record, or any other type of nonpublic information;
 - b. Access to or manipulation of any personal record of any kind; or
 - c. Access to or manipulation of any digital service subscription, mailing list, or membership;
3. A "cyberattack";
4. Accidental or external malicious loss of control of internet domain or social media handle; or
5. Any act or failure to act of any "insured" to prevent, detect, or mitigate any item listed in **V.1.** through **V.4.** above.

This exclusion applies even if "damages" are claimed for any notification cost, credit monitoring expense, forensic expense, public relations expense, or any other loss, cost, or expense incurred by you or another arising out of that which is described above.

W. Lead, Asbestos, Silica, or Erionite

Arising directly or indirectly out of, related to, or in any way involving any lead, asbestos, silica, or erionite.

This exclusion applies to any "claim" regardless of whether lead, asbestos, silica, or erionite is the initial precipitating cause or is in any way a cause of injury or damage and regardless of whether any other actual or alleged cause, event, material, or product contributed concurrently, proximately, or in any sequence to such injury or damage, including whether any actual or alleged injury or damage arises out of a chain of events that involves or includes lead, asbestos, silica, or erionite.

X. Nuclear, Biological, or Chemical Materials

Arising directly or indirectly out of, related to, or in any way involving any use, release, dispersal, discharge, escape, or application of any:

1. Nuclear material or directly results in nuclear reaction, radiation, or radioactive contamination; or
2. Pathogenic or poisonous biological or chemical material.

Y. War

Arising directly or indirectly out of, related to, or in any way involving any:

1. Hostile or warlike action in time of peace or war, including any action in hindering, combating, or defending against an actual impending or expected attack by:
 - a. Any government or sovereign power (de jure or de facto), or by any authority maintaining or using any military, naval, or air force;
 - b. Any military, naval, or air force; or
 - c. Any agent of 1.a. or 1.b. above, it being understood that any discharge, explosion, or use of any weapon of war employing nuclear fission or fusion or biological, chemical, or radiological discharge shall be conclusively presumed to be such hostile or warlike action by such a government, power, authority, or force; or
2. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an event.

Z. Pollution

Arising directly or indirectly out of, related to, or in any way involving any discharge, dispersal, seepage, migration, release, degradation, or escape of asbestos, lead, mold, or "pollutants" at any time; or any request, demand, or order that any "insured" test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of asbestos, lead, mold, or "pollutants"; or any "claim" by or on behalf of a governmental authority for "damages" because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of asbestos, lead, mold, or "pollutants".

AA. Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)

Arising directly or indirectly out of, related to, or in any way involving any "Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)".

This exclusion applies to any "claim" regardless of whether any PFAS is the initial precipitating cause or is in any way a cause and regardless of whether any other actual or alleged cause contributed concurrently, proximately, or in any sequence, including whether any actual or alleged injury or damage arises out of a chain of events that involves or includes any PFAS.

SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLES

A. Policy Aggregate Limit

The **Policy Aggregate Limit** shown on the Common Declarations is the maximum amount we will pay for all "damages", "defense costs", and "loss" to which this Policy applies.

B. Limits of Insurance – Each Coverage Part

1. The Limits of Insurance shown on the Supplemental Declarations for each Coverage Part:

- a. Are subject to, and will reduce, the **Policy Aggregate Limit**;
 - b. Will be applied as described in the **LIMITS OF INSURANCE AND DEDUCTIBLE** Section of each Coverage Part; and
 - c. Will not be subject to, or reduce, the Limits of Insurance of any other Coverage Part.
2. In the event more than one Coverage Part is applicable to any one "claim", only one Limit of Insurance will apply. The Limit of Insurance that will apply is determined as follows:
- a. If the Limits of Insurance for each applicable Coverage Part are different, the highest Limit of Insurance applicable to such "claim" will apply.
 - b. If the Limits of Insurance for each applicable Coverage Part are the same, the applicable Limit of Insurance will be determined by the Company and the applicable Coverage Part will be the Coverage Part under which the Company, in its sole discretion, has accepted coverage.

C. Deductibles – Each Coverage Part

1. The Deductibles shown on the Supplemental Declarations for each Coverage Part will be applied as described in the **LIMITS OF INSURANCE AND DEDUCTIBLE** Section of each Coverage Part.
2. In the event more than one Coverage Part is applicable to any one "claim", only one Deductible will apply. The applicable Deductible will be the Deductible for the applicable Coverage Part as determined in **B.2.** above.

D. Non-Stacking

Stacking of Limits of Insurance of any one Coverage Part of this Policy with the Limits of Insurance of any other Coverage Part of this Policy is not permitted. Under no circumstances will more than one Limit of Insurance apply to any "claim".

If two or more insurance policies issued by us, or any of our affiliated companies, apply to the same "claim" for which an "insured" is legally liable, the maximum amount we will pay under all such policies is the Limit of Insurance of the Policy with the highest Limit of Insurance available to such "claim". If the available Limits of Insurance for each Policy are the same, the applicable Limit of Insurance will be determined by the Company in its sole discretion.

SECTION IV – COMMON POLICY CONDITIONS

The Common Policy Conditions below apply to each Coverage Part of this Policy. The conditions within each Coverage Part of this Policy apply only to that Coverage Part.

A. Incident Reporting

For coverage afforded under the:

- a. Professional Liability Coverage Part and Commercial General Liability Coverage Part, if included, you must see to it that we are notified as soon as practicable of any "veterinary incident", "occurrence", or offense that may result in a "claim".
- b. Bailee Coverage Part, if included in this Policy, you must report any "loss" that may result in a "claim" within 180 days of the "loss".

To the extent possible, notice will include:

1. How, when, and where the "veterinary incident", "loss", "occurrence", or offense took place;
2. The name and address of each injured person and each witness; and

3. A description of the "veterinary incident", "loss", injury, or damage arising out of the "occurrence" or offense.

If such notice is received by us during the "policy period" or within 180 days of the "loss", then any "claim" subsequently made against you resulting from such "veterinary incident", "loss", "occurrence", or offense shall be deemed to have been made on the date such written notice was received by us.

We will not consider incidents or circumstances included in incident reports, variance reports, loss runs, or any other report to be written notice received by us for the purposes of this condition. This condition does not apply to any "veterinary incident", "occurrence", or offense you first become aware of during any Extended Reporting Period.

B. Duties in the Event of a Claim

1. If a "claim" is received by any "insured", the first "named insured" shall:

- a. Notify us as soon as practicable; and
- b. Immediately:
 - (1) Record the specifics of the "claim", including date received; and
 - (2) Send us copies of any demand, notice, summons, or legal paper received in connection with the "claim".

2. Any "insured" involved in a "claim" shall:

- a. Immediately send us copies of any demand, notice, summons, or legal paper received in connection with the "claim";
- b. Authorize us to obtain records and any other information;
- c. Cooperate with us in the investigation or settlement of a "claim" and in providing evidence and obtaining the attendance of witnesses; and
- d. Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to you because of injury or damage to which this Policy applies.

3. No "insured" will, except at the "insured's" own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than that for first aid, without our consent.

C. Bankruptcy

Bankruptcy or insolvency of the "insured" or of the "insured's" estate will not relieve us of our obligations under this Policy.

D. Legal Action Against Us

No one may bring a legal action against us under this Policy unless there has been full compliance with all of the terms of this Policy. No suit, action, or proceeding for the recovery of any claim under this Policy shall be sustainable in any court of law or equity unless it is commenced within 12 months after discovery by the "insured" of the occurrence which gives rise to the claim.

However, if by the laws of the state within which this Policy is issued, such limitation is invalid, then any such claim shall be void unless such action, suit, or proceeding is commenced within the shortest limit of time permitted by the laws of such state. We will not be liable for damages that are not payable under the terms of this Policy or that are in excess of the applicable Limits of Insurance.

E. Other Insurance

If other valid and collectible insurance is available to the "insured" for a loss we cover, the insurance provided by this Policy is excess over any other valid insurance, whether such insurance is considered contributory, excess, primary, or otherwise, unless such insurance specifically applies in excess of this Policy.

When this insurance is excess, we will have no duty to defend the "insured" against any "claim" if any other insurer has a duty to defend the "insured" against that "claim".

F. Named Insured Responsibilities

The "named insured" listed first on the Common Declarations of this Policy shall act on behalf of all "insureds" with respect to completing the "application" for this insurance, including representing the truth, accuracy, and completeness of all information, giving or receiving notice of cancellation or non-renewal, paying premium or receiving unearned premium, paying the Deductible, consenting to the settlement of any "claim", agreeing to any changes in this Policy, and electing whether or not to purchase the Supplemental Extended Reporting Period described in **SECTION VI – EXTENDED REPORTING PERIODS, A. In the Event of Termination of the Entire Policy, Paragraph 2. Supplemental Extended Reporting Period.**

G. Separation of Insureds

This insurance applies:

1. As if each "named insured" were the only "named insured"; and
2. Separately to each "insured" against whom a "claim" is made.

However, if a particular provision in this Policy uses the words "any 'insured'" or "an 'insured'", this provision will not apply.

H. Concealment, Misrepresentation, or Fraud

1. This Policy has been issued in reliance upon the truth and accuracy of the representations, warranties, and "application" provided to us by you in the procurement of this Policy.
2. By accepting this Policy:
 - a. You warrant that the "application" and all other information, statements, representations, and warranties provided to us are true, accurate, and complete; and
 - b. The "application" and all information, statements, representations, and warranties provided to us are made part of this Policy.
3. This Policy is void and we will have no obligation to return any portion of the premium, if before or after the inception date of this Policy:
 - a. Any "insured" has concealed or misrepresented any material fact or circumstance that relates to this Policy that, if known by us, would have led us to refuse to enter into this contract at its current terms, conditions, or pricing or led us to provide coverage for a "claim" hereunder; or
 - b. There has been fraud or false statements made by any "insured" with respect to any matter relating in any way to this Policy.

I. Transfer of Rights of Recovery Against Others to Us

If you have any right to recover all or part of any payment we have made under this Policy, that right is transferred to us. You must do nothing after any injury, damage, or loss to impair such right. At our request, if necessary, you will bring suit or transfer such right to us and help us enforce it.

J. Cancellation and Non-Renewal

1. Cancellation

- a. The first "named insured" shown on the Common Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this Policy by mailing or delivering to the first "named insured" written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for non-payment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first "named insured's" last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
- d. Notice of cancellation will state the effective date of cancellation. The "policy period" will end on that date.
- e. If this Policy is cancelled, we will send the first "named insured" any refund due subject to the minimum earned premium provisions of the Policy. If we cancel for reasons other than non-payment of premium, the refund will be pro rata. If we cancel due to non-payment of premium or 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.

2. Non-Renewal

- a. If we elect not to renew this Policy, we shall mail written notice to the first "named insured" at the address shown on the Common Declarations. Such written notice of non-renewal shall be mailed at least 30 days prior to the end of the "policy period".
- b. If notice is mailed, proof of mailing will be sufficient proof of notice.

K. Minimum Earned Premium

In the event of cancellation of this Policy by the first "named insured", or by us for non-payment of premium, the Minimum Earned Premium will become earned. The Minimum Earned Premium is calculated by multiplying the percentage shown for **Minimum Earned Premium** on the Common Declarations by the TOTAL PREMIUM (DEPOSIT PREMIUM) shown in the **PREMIUM AND COMPANY FEE** Schedule on the Common Declarations.

L. Service of Suit and Jurisdiction

In the event of the failure of the Company to pay any amount claimed to be due under this Policy, the Company will submit to the jurisdiction of any United States federal court of competent jurisdiction within the United States of America or any court of competent jurisdiction in Canada. In the event there is no United States federal court of competent jurisdiction, the Company will submit to the jurisdiction of any other court of competent jurisdiction within the United States of America. All matters arising under this Policy shall be determined in accordance with the choice of law rules of such court. Nothing in this clause constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States.

Service of process in any such suit may be made upon the President and Chief Executive Officer of the Company or such person's designee at the address shown on the Common Declarations of this Policy. In any suit instituted upon this contract and against the President and Chief Executive Officer of the Company or such person's designee, the Company will abide by the final decision of such court or of any appellate court in the event of an appeal. The President and Chief Executive Officer of the Company or such person's designee are authorized and directed to accept service of process.

Pursuant to any statute of any state, territory, or district of the United States of America, the Company designates the Superintendent, Commissioner, or Director of Insurance or other officer specified for the purpose in the statute, or any

such person's successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the "insured" or any beneficiary under this Policy arising out of this contract of insurance. The Company designates the above-named as the person to whom said officer is authorized to mail such process or a true copy of such process.

To the extent this Service Of Suit And Jurisdiction provision conflicts with applicable state law, it is hereby amended to comply with said law but only to the extent necessary to bring it within the applicable law.

M. Deterrence of Loss

In the event of an "occurrence" or a "claim" involving any property, operation, premises, good, or product covered by this insurance, the "insured" shall promptly, at the "insured's" expense, take any and all reasonable steps to prevent any additional injury, damage, or "loss" to property arising out of the same or similar circumstances.

N. Material Changes in Operations, Products, Premises, or Licensing

This Policy contains all the agreements between you and us concerning the insurance afforded. The first "named insured" shown on the Common Declarations is authorized to request and approve changes in the terms of this Policy. We must consent to any change to this Policy. This Policy's terms can be amended or waived only by endorsement issued by us and made a part of this Policy.

The "named insured" shall report promptly to us any material change, as described below, in operations, products, or premises, and we reserve the right to adjust the premium, Limits of Insurance, or Deductible, or any combination thereof, based upon any material change from the time the Policy was originally underwritten. You agree to report any material change in:

1. Operations, services, or specialties that are not currently included in the DESCRIPTION OF OPERATIONS on the Common Declarations;
2. Operations which will result in a 25% or more annual increase in gross revenues, number of individuals providing services, or payrolls;
3. Premises requiring structural alteration or the acquisition of any additional premises, location, or operation; or
4. Any "insured's" license to practice including, but not limited to, when any "insured's" license is in any way restricted, suspended, revoked, or otherwise terminated.

O. Newly Acquired Entities

To request coverage for any newly acquired entity, you must report any entity you acquire after the inception date of this Policy to us and request coverage for such entity. Coverage will apply only if we agree to provide such coverage by issuing an endorsement to this Policy.

P. Binding Arbitration

All disputes under this Policy shall be subject to binding arbitration as follows:

1. All disputes over coverage or any rights afforded under this Policy, including whether an entity or person is a "named insured", an "insured", an additional insured, or entitled to coverage under the provisions of this Policy or the effect of any applicable statutes or common law upon the contractual obligations owed, shall be submitted to binding arbitration, which shall be the sole and exclusive means to resolve the dispute. Either party may initiate the binding arbitration.

The arbitration forum and process shall be agreed to by the parties. In the event the parties cannot agree on an arbitration forum and process, the matter shall be submitted to the American Arbitration Association. The arbitration shall be before a panel of three arbitrators, unless the parties agree to one arbitrator, all of whom shall

have experience in insurance coverage of the type afforded by this Policy. If the parties select a panel of three arbitrators, each party shall select an arbitrator and the chosen arbitrators shall select a third arbitrator. The American Arbitration Association shall decide any disputes concerning the selection of the arbitrators. The potential arbitrators from which the arbitrators shall be selected shall not be confined to those provided by the American Arbitration Association. Each party shall bear the costs of its arbitrator and shall share equally the costs of the third arbitrator and arbitration process. In the event of a single arbitrator, the cost shall be shared equally by the parties. The decision of the arbitration is final and binding on the parties.

2. All disputes regarding any payment owed under this Policy for any deductible or premium, including but not limited to any audit premium, shall be settled by binding arbitration administered by the American Arbitration Association in accordance with the AAA Expedited Procedures. This arbitration shall be the sole and exclusive means to resolve the dispute. Either party may initiate the binding arbitration.

Each party will provide relevant documents in support of its position. In order to eliminate undue burden and expense, there shall be no other discovery allowed. The arbitration will be based solely on the documents submitted by the parties and there shall be no in-person or oral hearing. The disputes shall be decided by a single arbitrator. The arbitrator's decision shall be accompanied by a reasoned opinion and shall be binding upon all parties. Any judgment or award rendered by the arbitrator may be entered in any court having jurisdiction to enforce such judgment or award. Each party shall bear its own costs and expenses and an equal share of the arbitrator's fee and any administrative fees associated with the arbitration.

Except as may be required by law, neither a party nor the arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

Q. Fraudulent Acts

If any "insured" commits fraud in connection with any "claim" "loss", incident, or expense submitted to the Company, this insurance shall become void from the date such fraudulent "claim", "loss", incident, or expense is submitted. In such event, the Company shall have no obligation to return any portion of the premium.

R. Inspections and Surveys

We will be permitted, but not obligated, to inspect the "insured's" property or premises at any time. In no way will our right to inspect, actual inspection, or any report prepared as a result of any inspection constitute an undertaking on behalf of, or for the benefit of, the "insured" or others to determine or warrant that such premise or property is safe. We will have no liability to the "insured" or any other person because of any inspection or survey or failure to inspect or survey.

S. Audit and Examination

We may audit and examine your books and records as they relate to this Policy at any time during the "policy period" and up to three years afterwards.

T. Assignment of Interest Limitation

Assignment of interest by you under this Policy shall not bind us unless we agree and endorse the assignment onto this Policy. This Policy shall be void if assigned or transferred without our written consent.

U. Titles of Paragraphs

The titles of the various paragraphs of this Policy are inserted solely for convenience or reference and shall not be deemed in any way to limit or affect the provisions to which they relate.

V. Policy Modification

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

W. Licensing Compliance

As a condition of this insurance, you are required to and do warrant that for the duration of the "policy period" each location shown on the Common Declarations shall be in full compliance with all state and local licensing or permitting requirements. We will not pay for any "damages" or "defense costs" arising out of any "claim" if this condition is not fully satisfied.

X. Classification Limitation

If any location or operation is not described on the Common Declarations, such location or operation is not covered under this Policy. We only cover locations and operations described on the Common Declarations.

SECTION V – COMMON DEFINITIONS

Defined terms are in quotation marks throughout this Policy and may be used in either the singular or plural, as appropriate.

- A. "Application" means any information, representation, or warranty furnished to us for the procurement of this Policy and any previous policy issued by us to you providing uninterrupted coverage until the effective date of this Policy. "Application" includes any application, supplemental application, or renewal application provided to us.
- B. "Bodily injury" means disease, physical or mental injury, pain and suffering, physical shock, emotional distress, mental anguish, mental tension, mental illness, sickness, or death of any person.
- C. "Claim" means a "suit" or written demand received by the "insured" alleging an "insured's" liability or responsibility for monetary "damages" to which this insurance applies.
- D. "Cyberattack" means the transmission of fraudulent or unauthorized data that modifies or attempts to modify, alters, damages, destroys, deletes, records, transmits, encrypts, acquires, consumes, or otherwise manipulates information within a computer, device, related media, data, or system without authorization, including data that is self-replicating or self-propagating, and which causes the disruption of the normal operation of a computer or device and related media, data, or system.
- E. "Damages" means any compensatory amount including judgments, awards, or settlements.
"Damages" does not include, and we will not pay "damages" or "defense costs" for, any of the following:
 - 1. Any fine, penalty, or sanction of any type against any "insured";
 - 2. Equitable or non-pecuniary relief;
 - 3. Any matter or amount that is uninsurable by law;
 - 4. Money payable by any "insured" for or for the return of any royalty, commission, fee, other form of compensation, tax, or profit;
 - 5. Any discount, refund, credit, coupon, prize, award, or other incentive offered to any "insured's" customer or client;
or
 - 6. Punitive or exemplary damages or the amount of any multiplied damages awarded that is in excess of the damage award so multiplied. For the purposes of the **Commercial General Liability Coverage Part**, if included in this Policy,

this exclusion does not apply to damages considered punitive or exemplary and awarded in a "suit" for wrongful death under Alabama's wrongful death statute, Alabama Code Section 6-5-410.

F. "Defense costs" means:

1. Attorney's fees, expert witness fees, and other fees and costs including pre-judgment and post-judgment interest paid by us or by you with our prior written consent in the investigation and defense of covered "claims";
2. All other fees, costs, and expenses resulting from the investigation, defense, settlement, and appeal of a covered "claim" as authorized by us; and
3. Premiums for bonds required as a result of a covered "claim", including bonds to release attachments, but only for bond amounts not exceeding the applicable Limit of Insurance.

If we make an offer to pay the applicable Limit of Insurance, we will not pay any pre-judgment interest based on that period of time after the offer. Post-judgment interest includes interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

"Defense costs" does not include the salaries, wages, benefit expenses, or overhead of any of our employees or your employees, officers, or directors.

G. "Employee" includes "leased worker". "Employee" does not include "temporary worker".

H. "Injury" shall have the meaning set forth in the applicable Coverage Part.

I. "Insured" shall have the meaning set forth in the applicable Coverage Part.

J. "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 "temporary worker".

K. "Loss" shall have the meaning set forth in the applicable Coverage Part.

L. "Named insured" means a person or entity specifically identified as such on the Common Declarations or in an endorsement attached to this Policy.

M. "Occurrence" shall have the meaning set forth in the applicable Coverage Part.

N. "Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)" means:

1. A perfluoroalkyl or polyfluoroalkyl substance, or any manmade or synthetic chemical that has at least two adjacent carbon atoms, where at least one carbon atom is fully fluorinated and the other is at least partially fluorinated, attached to an alkyl chain including, but not limited to, perfluorooctanesulfonic acid (PFOS), perfluorooctanoic acid (PFOA), perfluorinated chemicals or perfluorochemicals (PFCs), C8, Teflon, GenX, fluorotelomers, perfluorooctanoate, perfluorocaprylic acid, pentadecafluorooctanoic acid, fluorosurfactants, perfluorooctanesulfonamide (PFOSA), perfluorononanoic acid (PFNA), perfluorohexanoic acid (PFHxA), perfluoroheptanoic acid (PFHpA), perfluorohexane sulfonic acid (PFHxS), perfluorobutanesulfonic acid, perfluorobutane sulfonate (PFBS), or any other chemical included on the United States Environmental Protection Agency's PFAS Research or Toxicity list including any additions or amendments thereto; or
2. Any precursor to or derivative, additive, daughter compound, or degradation by-product of any substance or chemical listed or described in a. above including any salt, acid, or alcohol of such substances.

O. "Personal 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.
- P. "Policy period" means the period shown as such on the Common Declarations, unless earlier cancelled pursuant to the terms of this Policy.
- Q. "Pollutants" means any solid, liquid, gaseous, fuel, lubricant, thermal, acoustic, electrical, or magnetic irritant or contaminant including, but not limited to smoke, vapor, soot, fumes, odors, fibers, radiation, acid, alkalis, petroleum, chemicals, or "waste".

When Indiana or New Mexico govern the interpretation of this Policy or is applied in a civil proceeding in which this insurance applies, the definition of "pollutants" is amended by adding the following:

The specific examples identified as "pollutants" include, but are not limited to the following and their break down components: diesel, kerosene, and other fuel oils; gasoline, butane, propane, natural gas, and other fuels; brake fluid, transmission fluid, and other hydraulic fluids; ethylene glycol, methanol, ethanol, isopropyl alcohol, and propylene glycol, and other fuel, lubricant, and antifreeze additives; grease, tar, petroleum distillates, and other petroleum products; carbon monoxide, chlorine, and other exhaust gases; stoddard solvent, mineral spirits, and other solvents; chromium compounds; emulsions/emulsifiers; surfactants; viscosity reducing agents; naphtha; tetrachloroethylene, perchloroethylene (PERC), trichloroethylene (TCE), methylene chloroform, and other dry cleaning chemicals; methyl isobutyl ketone; methyl ethyl ketone; n-butyl acetate; 2-butoxyethanol; hexylene glycol; peroxides; Freon; polychlorinated biphenyl (PCB); CFC113; chlorofluorocarbons; chlorinated hydrocarbons; adhesives; pesticides; insecticides; fungicides; rodenticides; herbicides; barium; 1, 2-Dichloroethylene; ethylene dichloride; dichloromethane; methylene chloride; ethylbenzene; lead; mercury; selenium; sulfate; xylene; silica; sewage; industrial waste materials; perfluoroalkyl and polyfluoroalkyl substances (PFAS), including, but not limited to, perfluorooctanesulfonic acid (PFOS), perfluorooctanoic acid (PFOA), perfluorinated chemicals or perfluorochemicals (PFCs), C8, Teflon, GenX, fluorotelomers, perfluorooctanoate, perfluorocaprylic acid, pentadecafluorooctanoic acid, fluorosurfactants, perfluorooctanesulfonamide (PFOSA), perfluorononanoic acid (PFNA), perfluorohexanoic acid (PFHxA), perfluoroheptanoic acid (PFHpA), perfluorohexane sulfonic acid (PFHxS), perfluorobutanesulfonic acid, or perfluorobutane sulfonate (PFBS); any combustion product of coal, wood, or other fuel including, but not limited to, any resulting ash, fly ash, or other residue, such as any coal tar pitch, coal tar volatiles, benzo(a) pyrene, or other polynuclear aromatic hydrocarbons; farm waste materials or odors including, but not limited to manure, urine, slurry, toxic algae, bedding, compost, milk; pharmaceutical products including but not limited to, steroids, antibiotics, vitamins, and supplements; fertilizers and soil amendments, including but not limited to, nitrogen, phosphorus, or potassium, and any storm water and irrigation runoff containing any such chemicals; disease-causing pathogens such as salmonella, E. coli, Cryptosporidium, and fecal coliform; hydrogen sulfide; ammonia; methane gas; metals including but not limited to copper, zinc, chromium, arsenic, nickel, and cadmium and any metallic compounds containing any such metals; salts including but not limited to sodium, calcium, magnesium, potassium, chloride, bicarbonate, carbonate, and nitrate; perchlorates; phthalates; and all substances specifically listed, identified, or described by one or more of the following references:

1. Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Priority List Hazardous Substances (1997 and all subsequent editions);
2. Agency for Toxic Substances and Disease Registry ToxFAQs™;
3. The Clean Air Act Amendments of 1990 List of Hazardous Air Pollutants;

4. U.S. Environmental Protection Agency Persistent, Bioaccumulative, and Toxic Chemical List;
5. Indiana Department of Environmental Management, Remediation Closure Guide, March 22, 2012 edition, Table A-6 Screening Level Summary Table – 2012;
6. Indiana Department of Environmental Management, 2025 Risk-Based Closure Guide, Table 1 and Table 2;
7. U.S. Environmental Protection Agency PFAS Master List of PFAS Substances, PFAS Structure List, PFAS Chemicals Without Explicit Structures List, and PFAS Research or Toxicity List;
8. 40 CFR Part 355 – Emergency Planning and Notification, Appendices A and B to Part 355 – The List of Extremely Hazardous Substances and Their Threshold Planning Quantities;
9. U.S. Environmental Protection Agency EMCI Chemical References Complete Index; or
10. Any addition or amendment to any of the above, or any other local, state, or federal statute, ordinance, regulation, law, or governmental agency publication that addresses similar substances, materials, constituents, derivatives, or degradative byproducts or additives.

Substances identified as examples above or by the referenced lists also include materials or substances to be disposed of, discarded, recycled, stored, reconditioned, or reclaimed.

This definition of "pollutants" applies whether or not such solid, liquid, gaseous, bacterial, fungal, electromagnetic, thermal, or acoustic irritant or contaminant is in your product or in products used by or for you, is an integral part of or incidental to your business or operations, or has any function in your business, operations, premises, site, or location.

R. "Property damage" means:

1. 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
2. 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.

- S.** "Suit" means a civil proceeding in which "damages" arising out of a "veterinary incident", "loss", "occurrence", or offense to which this insurance applies. "Suit" includes:
 1. An arbitration proceeding in which such "damages" are claimed and to which the "insured" must submit or does submit with out consent; or
 2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the "insured" submits with our consent.
- T.** "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.
- U.** "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.

- V. "Waste" means any waste materials, including medical waste, biological infectants, and all other materials to be disposed of, recycled, restored, reconditioned, or reclaimed.

SECTION VI – EXTENDED REPORTING PERIODS

None of the Extended Reporting Periods described below apply to the Bailee Coverage Part.

An Extended Reporting Period does not extend the term of the Policy, change the scope of coverage provided, or reinstate or increase the Limits of Insurance. A change in Policy terms and conditions or premium is not considered non-renewal for purposes of triggering an Extended Reporting Period.

A. In the Event of Termination of the Entire Policy

1. Automatic Extended Reporting Period - Policy

This provision applies In the event of cancellation or non-renewal of the entire Policy by either the "named insured" or the Company.

- a. This Automatic Extended Reporting Period will begin on the effective date of cancellation of the Policy and will end on the date determined in **b.** below and specified in an endorsement issued by us on such effective date of cancellation.
- b. Upon the effective date of cancellation of this Policy, the Automatic Extended Reporting Period will end 30 days following the effective date of cancellation of the Policy.
- c. You may report a "claim" to us that is first made to you during this Extended Reporting Period, but only if the:
 - (1) "Veterinary incident", with respect to the **Professional Liability Coverage Part**; or
 - (2) "Bodily injury", "property damage", or "personal injury", with respect to the **Commercial General Liability Coverage Part**;took place prior to the effective date of cancellation of the Policy as determined in **a.** above. Such "claim" will be deemed to have been made on the last day of the "policy period".

2. Supplemental Extended Reporting Period

- a. A Supplemental Extended Reporting Period may be available by endorsement only if this Policy:
 - (1) Is cancelled or not renewed for reasons other than non-payment of premium or Deductible or material misrepresentation in the "application"; or
 - (2) Is renewed or replaced with insurance that does not apply on a claims made basis or has a retroactive date later than the Coverage Part Retroactive Date shown on the applicable Coverage Part Supplemental Declarations.
- b. You must provide us with a written request for this Supplemental Extended Reporting Period. The Company may agree to such request and may issue an endorsement for additional premium. You must pay the additional premium for such endorsement within 30 days of the effective date of cancellation of this Policy. The Supplemental Extended Reporting Period does not go into effect unless we have received your payment of the additional premium within those 30 days.
- c. We will determine the additional premium for a Supplemental Extended Reporting Period Endorsement in accordance with our rules and rates. In doing so, we may take into account the exposures insured, previous types and limits of insurance, Limits of Insurance available under this Policy for future payment of "damages", and other related factors.

If purchased, you may report a "claim" to us that is first made to you during the Supplemental Extended Reporting Period, but only if the "veterinary incident", "occurrence", or offense took place on or subsequent

to the applicable Retroactive Date and prior to the end of the "policy period". Such "claim" will be deemed to have been made on the last day of the "policy period".

- d. If purchased, the Supplemental Extended Reporting Period will begin with the effective date of cancellation and will end on the date specified in the Supplemental Extended Reporting Period Endorsement to be issued once the Company has received the additional premium for such endorsement. Once in effect, the Supplemental Extended Reporting Period may not be cancelled and the entire premium for the Supplemental Extended Reporting Period shall be deemed fully earned and non-refundable. The Supplemental Extended Reporting Period applies only to those "claims" to which this Policy applies.

B. In the Event of Termination of One or More Coverage Parts Prior to the Termination of the Entire Policy

1. Automatic Extended Reporting Period - Coverage Part

This provision applies only to individual Coverage Parts of this Policy that are cancelled by the first "named insured" prior to the end of the "policy period". Upon the effective date of cancellation of a particular Coverage Part of this Policy, the "policy period" will end for that particular Coverage Part. No other Extended Reporting Period is available for individual Coverage Parts that are cancelled prior to the end of the "policy period".

- a. This Automatic Extended Reporting Period will begin on the effective date of cancellation of the particular Coverage Part and will end on the date determined in **b.** below and specified in an endorsement issued by us on such effective date of cancellation.
- b. Upon the effective date of cancellation of a particular Coverage Part of this Policy, the Automatic Extended Reporting Period will end for that particular Coverage Part either:
 - (1) 30 days following the effective date of cancellation of the particular Coverage Part; or
 - (2) The number of days remaining until the original date of Policy termination; whichever is shorter.
- c. You may report a "claim" to us that is first made to you during this Extended Reporting Period, but only if the:
 - (1) "Veterinary incident", with respect to the **Professional Liability Coverage Part**; or
 - (2) "Bodily injury", "property damage", or "personal injury", with respect to the **Commercial General Liability Coverage Part**;took place prior to the effective date of cancellation of the particular Coverage Part as determined in **a.** above. Such "claim" will be deemed to have been made on the last day of the "policy period" for such particular Coverage Part.

**VETERINARY COMBINED POLICY
 PROFESSIONAL LIABILITY COVERAGE PART
 SUPPLEMENTAL DECLARATIONS - CLAIMS MADE AND REPORTED**

Policy Number: 0100436687-0
 Producer Number: 24701
 Name and Address: Novatae Risk Group, LLC - Irvine, CA
 18271 McDermott Street, Ste D
 Irvine, CA 92614

| | |
|------------------|-----------------------------------------------------------------------------------------------|
| NAMED INSURED: | Certified Therapy Dogs of America |
| MAILING ADDRESS: | 1442 Aaron Ct Jefferson City, MO 65101 |
| POLICY PERIOD: | FROM 03/16/2026 TO 03/16/2027 at 12:01 AM at the address of the named insured as shown above. |

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

| RETROACTIVE DATE | |
|-------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| PROFESSIONAL LIABILITY RETROACTIVE DATE | 03/16/2026 at 12:01 AM at the address of the "named insured" as shown above. |
| This Coverage Part does not apply to any "veterinary incident" that took place before the Retroactive Date shown above. | |

| LIMITS OF INSURANCE | |
|---------------------|-------------|
| EACH CLAIM LIMIT | \$1,000,000 |
| AGGREGATE LIMIT | \$2,000,000 |

| DEDUCTIBLE | |
|-----------------------|---------|
| EACH CLAIM DEDUCTIBLE | \$1,000 |

| | |
|------------------------------------|------------|
| AMENDED DECLARATION EFFECTIVE DATE | 03/16/2026 |
|------------------------------------|------------|

THE COMMON DECLARATIONS, ALL SUPPLEMENTAL DECLARATIONS, THE COMMON TERMS AND CONDITIONS, THE COVERAGE PART FORM(S), AND ANY ENDORSEMENT(S) COMPLETE THE ABOVE-NUMBERED POLICY.

VETERINARY COMBINED POLICY

PROFESSIONAL LIABILITY COVERAGE PART

THIS IS A CLAIMS MADE AND REPORTED COVERAGE PART. THE COVERAGE REQUIRES THAT A CLAIM BE FIRST MADE AGAINST AN INSURED DURING THE POLICY PERIOD AND BE REPORTED IN WRITING TO THE COMPANY WITHIN THE POLICY PERIOD OR AN EXTENDED REPORTING PERIOD, IF APPLICABLE. THE LIMIT OF INSURANCE WILL BE REDUCED BY PAYMENT OF DAMAGES AND DEFENSE COSTS. PLEASE READ THE ENTIRE COVERAGE PART CAREFULLY.

SECTION I – COVERAGE

A. Insuring Agreement

1. We will pay, in excess of the **Each Claim Deductible** shown on the **Professional Liability Coverage Part Supplemental Declarations**, those sums any "insured" becomes legally obligated to pay as "damages" because of a "claim" arising out of a "veterinary incident".
2. We have the right and duty to defend the "insured" against a covered "claim". However, we will have no duty to defend the "insured" against any "claim" seeking "damages" to which this Coverage Part does not apply. We may, at our discretion, investigate any "veterinary incident" and settle any "claim" that may result. But:
 - a. The amount we will pay for "damages" and "defense costs" is limited as described in **SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE** of this Coverage Part; and
 - b. Our right and duty to defend ends when we have used up the applicable Limit of Insurance in the payment of "damages", "defense costs", or any combination thereof. In such case, we have the right to withdraw from further defense, payment, or settlement of any "claim" by tendering control of such "claim" to you. You agree to accept such tender as a condition of this Coverage Part.

No other obligation or liability to pay sums or perform acts or services is covered under this Coverage Part.
3. This Coverage Part applies to "claims" arising out of a "veterinary incident" only if:
 - a. Prior to the effective date of the "policy period", no "insured" had knowledge of any "veterinary incident" that could reasonably give rise to a "claim";
 - b. No common fact, circumstance, situation, transaction, event, service, advice, or decision involved in a "veterinary incident" was reported as a "claim" or potential "claim" under any prior policy or disclosed in the "application";
 - c. The "damages" arise out of a "veterinary incident" that took place on or subsequent to the Retroactive Date shown on the **Professional Liability Coverage Part Supplemental Declarations** and before the end of the "policy period"; and
 - d. The "claim" against you is first made to you and reported to us in writing:
 - (1) During the "policy period"; or
 - (2) In accordance with any applicable Extended Reporting Period as described in **VETERINARY COMBINED POLICY – COMMON TERMS AND CONDITIONS, SECTION VI – EXTENDED REPORTING PERIODS**.
4. We have the right to negotiate the settlement of any "claim", whether within or above the **Each Claim Deductible**, and we will seek your written consent to any settlement. If you refuse to consent to any settlement we recommend that is acceptable to the claimant, the amount we will pay for such "claim" is limited. Our Limit of Insurance for such "claim" is the amount, in excess of the **Each Claim Deductible**, that we would have paid as "damages" had you consented to the proposed settlement, plus any "defense costs" incurred up to the date of your refusal to settle.

5. Multiple Claims

All "veterinary incidents" that are logically or causally connected by any common fact, circumstance, situation, transaction, event, service, advice, or decision will be considered one "veterinary incident" and will be deemed to have taken place at the time the first of the related "veterinary incidents" took place.

With regards to prenatal, delivery, and postpartum care to an animal and her fetus, all "veterinary incidents" arising out of such ongoing care will be deemed one "veterinary incident".

All "claims" arising out of such related "veterinary incidents" will be deemed one "claim" and deemed to have been made at the time the first of all such "claims" was made.

6. Where there is no coverage under this Coverage Part, there is no duty to defend.

B. Exclusions

This Coverage Part does not apply to any "claim" based upon, arising out of, or in any way involving any actual or alleged:

1. Vicarious Liability

"Veterinary services" for any individual, firm, organization, entity, or trust that is not a "named insured".

2. Substance Abuse

"Veterinary service" rendered while an "insured" was under the influence of alcohol, narcotics, or hallucinogenic agents. This exclusion includes any allegation of substance abuse.

3. FDA and CVM Limitation

Experimental or investigational procedure, device, drug, or pharmaceutical that is:

- a. Subject to U.S. Food and Drug Administration (FDA) or Center for Veterinary Medicine (CVM) approval, but prior to its use, administration, or prescription has not yet been approved by such agency;
- b. Used in a form contrary to the approval of the FDA or CVM; or
- c. Not approved by the FDA or CVM.

However, this exclusion does not apply to veterinary clinical trials or veterinary clinical research when such trials or research are included in the scope of your business or "veterinary services" and were disclosed on the "application" for this Policy.

4. Services Beyond Scope of Licensure

- a. Rendering, or offering to render, any "veterinary services":
 - (1) Beyond the scope of licensure held by such "insured"; or
 - (2) For which such "insured" did not hold the required licensure to provide such "veterinary service";
- b. Aiding any unauthorized or unlicensed individual in the rendering or offering to render any "veterinary services"; or
- c. Practicing under a name that did not appear on such "insured's" licensure or certification; by any "insured".

However, 4.b. above does not apply to the aiding of any unlicensed "insured" who is an intern, extern, or "veterinary technician" under the supervision of a "veterinarian".

5. Failure to Obtain Proper Consent

Failure to obtain the required consent prior to performing, supervising, or permitting any "veterinary services" regardless of whether such consent is required by law.

6. Intellectual Property Rights

Infringement or violation of patent, copyright, trademark, or other intellectual property rights or law.

7. Boarding, Daycare, Kennel, or Shelter

Animal boarding, daycare, kennel, or shelter where you have care, custody, or control of any animal that:

- a. Is not receiving "veterinary services";
- b. Is scheduled to utilize space at your facility for a defined period of time for a fee; or
- c. Has no owner or will be at your facility for an undefined length of time.

8. Licensing Compliance

"Veterinary services" rendered while:

- a. The "insured" was not licensed or certified to render such "veterinary services" as required by any professional association or state or local law, regulation, or statute;
- b. The "insured's" license or certification had lapsed and was not current;
- c. The "insured's" license or certification was suspended or revoked; or
- d. The "insured" was not in full and complete compliance with any order or directive of any licensing board, licensing authority, or any similar professional regulatory board or committee;

in the jurisdiction in which such "insured" rendered such "veterinary services".

9. Services to Humans

Professional service or "veterinary services" rendered to any human.

SECTION II – WHO IS AN INSURED

Each of the following is an "insured":

- A. The first "named insured" shown on the Common Declarations;
- B. A "veterinarian" specifically named as a "named insured" on the Common Declarations or in an endorsement to this Coverage Part, but only while rendering "veterinary services" on behalf of the "named insured" described in A. above;
- C. A "veterinary technician" or student studying veterinary medicine who is your intern, extern, "employee", or authorized "volunteer worker", but only when acting within the scope of that person's duties on behalf of an "insured" described in A. or B. above; and
- D. The heirs, executors, administrators, and legal representatives of any "insured" in A. through C. above, in the event of death, incompetency, or bankruptcy of such "insured", but only for the liability of such "insured".

SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE

- A. The Limits of Insurance shown on the **Professional Liability Coverage Part Supplemental Declarations** and the rules below fix the most we will pay under this Coverage Part, regardless of the number of:

1. "Insureds";

2. "Veterinary Incidents";
 3. "Claims" made; or
 4. Persons or organizations making "claims".
- B.** Subject to the **Policy Aggregate Limit** shown on the Common Declarations and described in the **VETERINARY COMBINED POLICY – COMMON TERMS AND CONDITIONS**, the **Professional Liability Aggregate Limit** shown on the **Professional Liability Coverage Part Supplemental Declarations** is the maximum amount we will pay for all "damages" and all "defense costs" arising out of all "veterinary incidents" to which this Coverage Part applies.
- C.** Subject to **B.** above, the **Each Claim Limit** shown on the **Professional Liability Coverage Part Supplemental Declarations** is the maximum amount we will pay for all "damages" and all "defense costs" for any one "claim" arising out of a "veterinary incident" to which this Coverage Part applies.
- All "claims" based on logically or causally connected "veterinary incidents" will be deemed one "claim" and subject to a single **Each Claim Limit**.
- D. Each Claim Deductible**
1. We will only be liable for those amounts payable as "damages" and "defense costs" in excess of the **Each Claim Deductible** shown on the **Professional Liability Coverage Part Supplemental Declarations**.
 2. The **Each Claim Deductible** applies to "damages" and "defense costs" for each "claim" and will be paid by you. If we opt to advance payment of all or part of the **Each Claim Deductible**, you will reimburse us within 30 days of our request for reimbursement.
 3. The **Each Claim Deductible** will reduce the applicable Limits of Insurance.

SECTION IV – CONDITIONS

A. Coverage Territory

The insurance afforded under this Coverage Part applies to "veterinary services" rendered, or that should have been rendered, anywhere in the United States or its territories or possessions. Any "claim" arising out of such services must be brought and maintained within the United States or its territories or possessions.

B. Changes in Veterinarians

The first "named insured" will promptly report to us any change in "veterinarians" providing "veterinary services" after the inception date of this Policy. Coverage afforded under this Coverage Part will apply to any additional "veterinarian" only if we agree to provide such coverage by issuing an endorsement to add such "veterinarian" as a "named insured" to this Coverage Part. We reserve the right to adjust the premium based upon any such change.

SECTION V – DEFINITIONS

Defined terms are in quotation marks throughout this Coverage Part and may be used in either the singular or plural as appropriate.

- A.** "Veterinarian" means a Doctor of Veterinary Medicine (DVM) or Veterinary Medical Doctor (VMD) with a professional doctorate from an accredited veterinary school and licensed to practice veterinary medicine in the locale where they practice. "Veterinarian" includes a "veterinary behavioral specialist".
- B.** "Veterinary behavioral specialist" means a "veterinarian" who is also a Certified Applied Animal Behaviorist (CAAB) and licensed to practice as a "veterinary behavioral specialist".

- C.** "Veterinary incident" means any act, error, or omission arising out of "veterinary services" rendered, or that should have been rendered, by an "insured".
- D.** "Veterinary services" means the:
- 1.** Provision of:
 - a.** Medical, surgical, or dental services or treatments to animals; and
 - b.** Medications, prescriptions, medical supplies, medical appliances, food, or water in connection with **a.** above;
 - 2.** Postmortem handling of animals, including organ and tissue recovery;
 - 3.** Establishment of veterinary protocols; and
 - 4.** Serving on standards review, peer review, or credentialing boards or committees or any similar veterinary professional boards or committees;
- by a "veterinarian", or by any "veterinary technician", intern, or extern under the supervision of a "veterinarian".
- E.** "Veterinary technician" means an individual who has graduated from an accredited veterinary technology program, passed the Veterinary Technical National Examination, and is currently licensed through the Board of Veterinary Medicine.

**VETERINARY COMBINED POLICY
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 SUPPLEMENTAL DECLARATIONS - CLAIMS MADE AND REPORTED**

Policy Number: 0100436687-0
Producer Number: 24701
Name and Address: Novatae Risk Group, LLC - Irvine, CA
 18271 McDermott Street, Ste D
 Irvine, CA 92614

| | |
|-------------------------|-----------------------------------------------------------------------------------------------|
| NAMED INSURED: | Certified Therapy Dogs of America |
| MAILING ADDRESS: | 1442 Aaron Ct Jefferson City, MO 65101 |
| POLICY PERIOD: | FROM 03/16/2026 TO 03/16/2027 at 12:01 AM at the address of the named insured as shown above. |

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

| RETROACTIVE DATE | |
|--------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| GENERAL LIABILITY RETROACTIVE DATE | 03/16/2026 at 12:01 AM at the address of the "named insured" as shown above. |
| This Coverage Part does not apply to any injury or damage that occurred, or offense that was committed, before the Retroactive Date shown above. | |

| LIMITS OF INSURANCE | |
|------------------------------------------------------|-------------|
| EACH OCCURRENCE LIMIT | \$1,000,000 |
| DAMAGE TO PREMISES RENTED TO YOU LIMIT | \$50,000 |
| PERSONAL INJURY LIMIT | \$1,000,000 |
| GENERAL AGGREGATE LIMIT | \$2,000,000 |
| PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT | Included |

| DEDUCTIBLE | |
|-------------------|---------|
| DEDUCTIBLE | \$1,000 |

| | |
|-------------------------------------------|------------|
| AMENDED DECLARATION EFFECTIVE DATE | 03/16/2026 |
|-------------------------------------------|------------|

THE COMMON DECLARATIONS, ALL SUPPLEMENTAL DECLARATIONS, THE COMMON TERMS AND CONDITIONS, THE COVERAGE PART FORM(S), AND ANY ENDORSEMENT(S) COMPLETE THE ABOVE-NUMBERED POLICY.

VETERINARY COMBINED POLICY

COMMERCIAL GENERAL LIABILITY COVERAGE PART

THIS IS A CLAIMS MADE AND REPORTED COVERAGE PART. THE COVERAGE REQUIRES THAT A CLAIM BE FIRST MADE AGAINST AN INSURED DURING THE POLICY PERIOD AND BE REPORTED IN WRITING TO THE COMPANY WITHIN THE POLICY PERIOD OR AN EXTENDED REPORTING PERIOD, IF APPLICABLE. THE LIMIT OF INSURANCE WILL BE REDUCED BY PAYMENT OF DAMAGES AND DEFENSE COSTS. PLEASE READ THE ENTIRE POLICY CAREFULLY.

SECTION I – COVERAGES

Coverage A - Bodily Injury and Property Damage Liability

A. Insuring Agreement

1. We will pay, in excess of the **Each Claim Deductible** shown on the **Commercial General Liability Coverage Part Supplemental Declarations**, those sums the "insured" becomes legally obligated to pay as "damages" and "defense costs" because of "bodily injury" or "property damage" to which this Coverage Part applies.
2. We have the right and duty to defend the "insured" against a covered "claim". However, we have no duty to defend the "insured" against any "claim" to which this Coverage Part does not apply. We may, at our discretion, investigate any "occurrence" and settle any "claim" that may result. But:
 - a. The amount we will pay for "damages" and "defense costs" is limited as described in **SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE** of this Coverage Part; and
 - b. Our right and duty to defend ends when we have exhausted the applicable Limit of Insurance by payment of "damages" or "defense costs", or any combination thereof. In such case, we shall have the right to withdraw from further defense, payment, or settlement of any "claim" by tendering control of such "claim" to you. You agree to accept such tender as a condition of this Coverage Part.

No other obligation or liability to pay sums or perform acts or services is covered under this Coverage Part.

3. This Coverage Part applies to "bodily injury" and "property damage" only if:
 - a. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - b. The "bodily injury" or "property damage" occurs on or subsequent to the **General Liability Retroactive Date** shown on the **Commercial General Liability Coverage Part Supplemental Declarations** and prior to the end of the "policy period"; and
 - c. The "claim" for "damages" because of "bodily injury" or "property damage" is first made against any "insured" and reported to us in writing:
 - (1) During the "policy period"; or
 - (2) In accordance with any applicable Extended Reporting Period as described in **VETERINARY COMBINED POLICY – COMMON TERMS AND CONDITIONS, SECTION VI – EXTENDED REPORTING PERIODS**.
4. All logically or causally connected "claims" for:
 - a. "Bodily injury"; or
 - b. "Property damage";to the same person or organization will be deemed to have been made at the time the first of such "claims" was made.

5. All "bodily injury" or "property damage" logically or causally connected by any common fact, circumstance, situation, transaction, event, service, advice, or decision will be deemed to have taken place at the time the first of such "bodily injury" or "property damage" took place. All such "bodily injury" or "property damage" will be deemed to be the same "bodily injury" or "property damage" even though the nature and extent of any resulting injury or damage may change, be continuous, progressive, cumulative, changing, or evolving, or involve or include any continuous or repeated exposure to substantially the same harm.
6. Where there is no coverage under this Coverage Part, there is no duty to defend.

B. Exclusions Applicable to Coverage A

This Coverage Part does not apply to any "bodily injury" or "property damage" arising directly or indirectly out of, related to, or in any way involving any:

1. Expected or Intended Injury or Damage

Injury or damage expected or intended from the standpoint of the "insured".

However, this exclusion does not apply to "bodily injury" arising out of the use of reasonable force to protect persons or property.

2. Intoxication or Impairment

Injury or damage any "insured" may be held liable for by reason of:

- a. Causing or contributing to the intoxication or impairment of any person;
- b. Causing or contributing to the intoxication or impairment of any person who operates, maintains, or uses any "auto", "mobile equipment", or other motorized vehicle of any type; or
- c. Any statute, ordinance, or regulation relating to the sale, gift, distribution, or use of any alcohol, narcotic, or hallucinogenic agent.

3. Aircraft, Auto, or Watercraft

Ownership, maintenance, use, or entrustment to others of any aircraft, "auto", or watercraft. Use includes operation and "loading or unloading".

This exclusion applies even if the "claim" against any "insured" alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that "insured".

4. Mobile Equipment

- a. Transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any "insured"; or
- b. Use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

5. FDA and CVM Limitation

Any experimental or investigational procedure, device, drug, or pharmaceutical that is:

- a. Subject to U.S. Food and Drug Administration (FDA) or Center for Veterinary Medicine (CVM) approval, but prior to its use, administration, or prescription has not yet been approved by such agency;
- b. Used in a form contrary to the approval of the FDA or CVM; or
- c. Not approved by the FDA or CVM.

However, this exclusion does not apply to veterinary clinical trials or veterinary clinical research when such trials or research are included in the scope of your business or services and were disclosed on the "application" for this Policy.

6. Damage to Property

"Property damage" to:

- a. Property you own, rent, or occupy, including any cost or expense 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;
- b. Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises;
- c. Personal property in your care, custody, or control;
- d. Property loaned to you;
- e. 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
- f. That particular part of any property that must be restored, repaired, or replaced because "your work" was incorrectly performed on it.

Paragraphs **a.**, **c.**, and **d.** 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 consecutive days or fewer. A separate Limit, the Damage to Premises Rented to You Limit, will apply as described in **SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE.**

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

Paragraphs **c.**, **d.**, **e.**, and **f.** of this exclusion do not apply to liability assumed under a sidetrack agreement.

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

7. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it, including in the "products-completed operations hazard".

8. Damage to Your Work

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

9. Recall of Products, Work, or Impaired Property

"Damages" claimed for any loss, cost, or expense for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal, or disposal of any product, including "your work" containing such product, if such product 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.

10. Personal Injury

"Personal injury".

Exclusions:

1. 2. through 4. and 6. through 9. in **SECTION I – COVERAGES, Coverage A - Bodily Injury and Property Damage Liability, B. Exclusions Applicable to Coverage A** of this Coverage Part; and
2. **G., Y., and Z.** in **SECTION II - COMMON EXCLUSIONS** of the **VETERINARY COMBINED POLICY – COMMON TERMS AND CONDITIONS**;

do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Limit, the Damage to Premises Rented to You Limit, will apply as described in **SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE**.

Coverage B – Personal Injury Liability

A. Insuring Agreement

1. We will pay, in excess of the **Each Claim Deductible** shown on the **Commercial General Liability Coverage Part Supplemental Declarations**, those sums the "insured" becomes legally obligated to pay as "damages" and "defense costs" because of "personal injury" to which this Coverage Part applies.
2. We have the right and duty to defend the "insured" against a covered "claim". However, we have no duty to defend the "insured" against any "claim" to which this Coverage Part does not apply. We may, at our discretion, investigate any offense and settle any "claim" that may result. But:
 - a. The amount we will pay for "damages" and "defense costs" is limited as described in **SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE** of this Coverage Part; and
 - b. Our right and duty to defend ends when we have exhausted the applicable Limit of Insurance by payment of "damages" or "defense costs" under this Coverage Part, or any combination thereof. In such case, we shall have the right to withdraw from further defense, payment, or settlement of any "claim" by tendering control of such "claim" to you. You agree to accept such tender as a condition of this Coverage Part.

No other obligation or liability to pay sums or perform acts or services is covered under this Coverage Part.

3. This Coverage Part applies to "personal injury" caused by an offense arising out of your business, but only if:
 - a. The offense was committed in the "coverage territory";
 - b. The offense was committed on or subsequent to the **General Liability Retroactive Date** shown on the **Commercial General Liability Coverage Part Supplemental Declarations** and prior to the end of the "policy period"; and
 - c. The "claim" for "damages" because of "personal injury" is first made against any "insured" and reported to us in writing:
 - (1) During the "policy period"; or
 - (2) In accordance with any applicable Extended Reporting Period as described in **VETERINARY COMBINED POLICY – COMMON TERMS AND CONDITIONS, SECTION VI – EXTENDED REPORTING PERIODS**.
4. All "claims" because of "personal injury" to the same person or organization as a result of an offense will be deemed to have been made at the time the first of such "claims" is made against an "insured".
5. All offenses logically or causally connected by any common fact, circumstance, situation, transaction, event, service, advice, or decision will be deemed to have taken place at the time the first of such offenses took place. All such offenses will be deemed to be the same offense even though the nature and extent of any resulting injury

may change, be continuous, progressive, cumulative, changing, or evolving, or involve or include any continuous or repeated exposure to substantially the same harm.

6. Where there is no coverage under this Coverage Part, there is no duty to defend.

D. Exclusions Applicable to Coverage B

This Coverage Part does not apply to any "personal injury" arising directly or indirectly out of, related to, or in any way involving any actual or alleged:

1. Knowing Violation of Rights of Another

Violation of another's rights or inflicting "personal injury" at the "insured's" direction with the knowledge of the violation and that such offense would inflict "personal injury".

2. Breach of Contract

Breach of contract.

3. Electronic Chat Rooms or Bulletin Boards

Electronic chat room or bulletin board the "insured" hosts, owns, or over which the "insured" exercises control.

E. Additional Exclusions Applicable to Coverages A and B

This Coverage Part does not apply to any "claim" arising directly or indirectly out of, related to, or in any way involving any:

1. Professional Services

Rendering of or failure to render any professional services.

This exclusion applies even if the "claim" against an "insured" alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of any person by that "insured", if the "occurrence" or offense that caused the injury or damage involved the rendering of, or failure to render, any professional service.

This exclusion applies to any "claim" regardless of whether any professional service is the initial precipitating cause or is in any way a cause of any injury or damage and regardless of whether any other actual or alleged cause contributed concurrently, proximately, or in any sequence, including whether any actual or alleged injury or damage arises out of a chain of events that involves or includes any professional service.

2. Pathogen and Related Hazards

Inhalation of, absorption of, ingestion of, contact with, exposure to, existence of, or presence of any form of "pathogen and related hazards". This exclusion applies, but is not limited, to the following:

- a. Providing or failing to provide any supervision, instructions, recommendation, warning, or advice related to any actual, alleged, or threatened inhalation of, absorption of, ingestion of, contact with, exposure to, existence of, or presence of any form of "pathogen and related hazards";
- b. Failure to provide an environment safe from "pathogen and related hazards" or the actual, alleged, or threatened transmission to another;
- c. The prevention or suppression of or failure to prevent or suppress "pathogen and related hazards" or the actual, alleged, or threatened transmission of "pathogen and related hazards" to another;
- d. The reporting or failure to report to the proper authorities;

- e. The negligent hiring, employment, training, supervision, or retention of any "insured", "employee", agent, or other person with respect to **2.a.** through **2.d.** above; or
- f. Any loss, cost, or expense arising out of, related to, or in any way involving any "claim", request, or demand that any "insured":
 - (1) Assess the presence, absence, amount, or effect of any "pathogen and related hazards";
 - (2) Identify, sample, test, monitor, clean up, remove, dispose of, or neutralize any effect of any "pathogen and related hazards" in any building, material, animal, or product; or
 - (3) Respond to any "pathogen and related hazards" in any manner other than as described in **f.(1)** or **f.(2)** above.

Solely regarding **Coverage A**, this exclusion does not apply to fungi or bacteria on, or contained in, a good or product intended for human or animal bodily consumption. However, this exception does not apply to water droplets originating from such good or product, except where inhalation of such droplets is an intended use of such good or product.

This exclusion applies to any "claim" regardless of whether any "pathogen and related hazards" is the initial precipitating cause or is in any way a cause of injury or damage and regardless of whether any other actual or alleged cause, event, material, or product contributed concurrently, proximately, or in any sequence to such injury or damage, including whether any actual or alleged injury or damage arises out of a chain of events that involves or includes "pathogen and related hazards".

SECTION II – WHO IS AN INSURED

A. If you are designated on the Common Declarations as:

- 1. An individual, you are an "insured", but only with respect to the conduct of a business of which you are the sole owner.
- 2. A partnership or joint venture, you are an "insured". Your members, your partners, and their spouses are also "insureds", but only with respect to the conduct of your business.
- 3. A limited liability company, you are an "insured". Your members are also "insureds", but only with respect to the conduct of your business. Your managers are "insureds", but only with respect to their duties as your managers.
- 4. An organization other than a partnership, joint venture, or limited liability company, you are an "insured". Your executive officers and directors are "insureds", but only with respect to their duties as your officers or directors. Your stockholders are also "insureds", but only with respect to their liability as stockholders.
- 5. A trust, you are an "insured". Your trustees are also "insureds", but only with respect to their duties as trustees.

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

- 1. Your "volunteer workers" only while performing duties related to the conduct of your business, 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 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; or
 - (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 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.
3. 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 Coverage Part.

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" on the Common Declarations.

SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE

- A. The Limits of Insurance shown on the **Commercial General Liability Coverage Part Declarations** and the rules below fix the most we will pay under this Coverage Part, regardless of the number of:
- 1. "Insureds";
 - 2. "Claims" made; or
 - 3. Persons or organizations making "claims".

B. General Aggregate Limit

Subject to the **Policy Aggregate Limit** shown on the Common Declarations and described in the **VETERINARY COMBINED POLICY – COMMON TERMS AND CONDITIONS**, the **General Aggregate Limit** shown on the **Commercial General Liability Coverage Part Supplemental Declarations** is the maximum amount we will pay for the sum of all:

- 1. "Damages" under **Coverage A**, except "damages" because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
- 2. "Damages" under **Coverage B**; and
- 3. "Defense costs".

C. Products-Completed Operation Hazard Aggregate Limit

The **Products-Completed Operation Hazard Aggregate Limit** shown on the **Commercial General Liability Coverage Part Supplemental Declarations** is the most we will pay under **Coverage A** for all "damages" and "defense costs" because of "bodily injury" or "property damage" included in the "products-completed operations hazard".

D. Each Occurrence Limit

Subject to **B. General Aggregate Limit** or **C. Products-Completed Operation Hazard Aggregate Limit** above, whichever applies, the **Each Occurrence Limit** shown on the **Commercial General Liability Coverage Part Supplemental Declarations** is the maximum amount we will pay for the sum of all:

1. "Damages" under **Coverage A**; and
2. "Defense costs";

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

E. Damage to Premises Rented to You Limit

Subject to **D. Each Occurrence Limit** above, the **Damage to Premises Rented to You Limit** shown on the **Commercial General Liability Coverage Part Supplemental Declarations** is the most we will pay under **Coverage A** for "damages" because of:

1. "Property damage" caused by fire to premises rented to you or temporarily occupied by you with permission of the owner; and
2. "Property damage", other than damage caused by fire, to premises, including the contents of such premises, rented to you for seven consecutive days or fewer;

to any one premises.

F. Personal Injury Limit

Subject to **B. General Aggregate Limit** above, the **Personal Injury Limit** shown on the **Commercial General Liability Coverage Part Supplemental Declarations** is the most we will pay under **Coverage B** for the sum of all "damages" and "defense costs" because of "personal injury" sustained by any one person or organization.

G. Each Claim Deductible

1. We will only be liable for those amounts payable as "damages" and "defense costs" in excess of the **Each Claim Deductible** shown on the **Commercial General Liability Coverage Part Supplemental Declarations**.
2. The **Each Claim Deductible** applies to "damages" and "defense costs" for each "claim" and will be paid by you. If we opt to advance payment of all or part of the **Each Claim Deductible**, you will reimburse us within 30 days of our request for reimbursement.
3. The **Each Claim Deductible** will reduce the applicable Limits of Insurance.

SECTION IV – DEFINITIONS

Defined terms are in quotation marks throughout this Coverage Part and may be used in either the singular or plural as appropriate.

- A.** "Auto" means a land motor vehicle, trailer, or semitrailer designed for travel on public roads, including any attached machinery or equipment; or 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".

- B.** "Coverage territory" means anywhere in the world. However, any "claim" must be brought and maintained within the United States, its territories or possessions, or Canada.
- C.** "Insured" means any person or entity qualifying as such under **SECTION II – WHO IS AN INSURED** of this Coverage Part.
- D.** "Loading or unloading" means the handling of any person or property:
1. After being moved from the place where accepted for movement into or onto an aircraft, watercraft, or "auto";
 2. While in or on an aircraft, watercraft, or "auto"; or
 3. While being moved from an aircraft, watercraft, or "auto" to the place where 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".
- E.** "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 that are maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
- b. Cherry pickers and similar devices mounted on 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.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land

vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- F.** "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- G.** "Pathogen and related hazards" means, without limitation, any:
- 1.** Fungus, including but not limited to any type of mold or mildew;
 - 2.** Protist, including but not limited to algae and slime mold;
 - 3.** Chemical matter, or compound produced or released by a fungus or protist, including but not limited to any mycotoxin, toxin, spore, scent, fragment, metabolites, or other by-product that is produced by **1.** or **2.** above;
 - 4.** Pathogen, including but not limited to virus, bacterium, prion, protozoa, or other microorganism;
 - 5.** Sexually transmitted disease, including but not limited to Acquired Immunodeficiency Syndrome or Human Immunodeficiency Virus, exposure to another having the same, exposure to any substance or material contaminated with the same, or fear of contracting Acquired Immunodeficiency Syndrome, Human Immunodeficiency Virus, or any other communicable disease; or
 - 6.** Infectious or contagious disease transmissible by direct contact with an affected individual or the individual's discharges or by indirect means.
- H.** "Products-completed operations hazard":
- 1.** Includes all "bodily injury" or "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:
 - (1)** When all of the work called for in your contract has been completed.
 - (2)** When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (3)** When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair, or replacement, but which is otherwise complete, will be treated as completed.
 - 2.** Does not include "bodily injury" or "property damage" arising out of:
 - a.** The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you and that condition was created by the "loading or unloading" of that vehicle by any "insured";
 - b.** The existence of tools, uninstalled equipment, or abandoned or unused materials; or
 - c.** Products or operations for which the classification, listed on the Declarations or in a Policy schedule, states that products-completed operations are subject to the General Aggregate Limit.
- I.** "Your product":
- 1.** Means:

- a. Any goods or products, other than real property, that are 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, materials, parts, or equipment, other than vehicles, 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:

- a. Vending machines; or
- b. Other property rented to or located for the use of others but not sold.

J. "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 provision of or failure to provide warnings or instructions.

NUCLEAR ENERGY LIABILITY EXCLUSION

A. This Coverage Part does not apply:

1. Under any Liability Coverage, to "bodily injury" or "property 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 liability; 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. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "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 "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 c. applies only to "property damage" to such "nuclear facility" and any property thereat.
- B.** As used in this provision:
1. "Hazardous properties" includes radioactive, toxic, or explosive properties.
 2. "Nuclear material" means "source material", "special nuclear material", or "by-product material".
 3. "Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
 4. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".
 5. "Waste" means any waste material: **a.** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **b.** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".
 6. "Nuclear facility" means:
 - a.** Any "nuclear reactor";
 - b.** Any equipment or device designed or used for: **(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, uranium 233, or any combination thereof or more than 250 grams of uranium 235;
 - d.** Any structure, basin, excavation, premises, or place prepared or used for the storage or disposal of "waste"; and includes the site on which any of the foregoing is located, all operations conducted on such site, and all premises used for such operations.
 7. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
 8. "Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED LIMITS OF INSURANCE - ANIMAL BITE

| | | |
|---------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| <i>Attached To and Forming Part of Policy</i> 0100436687-0 | <i>Effective Date of Endorsement</i> 03/16/2026 12:01AM at the Named Insured address shown on the Declarations | <i>Named Insured</i> Certified Therapy Dogs of America |
| <i>Additional Premium:</i> \$0 | <i>Return Premium:</i> \$0 | |

This endorsement modifies insurance under the following:

VETERINARY COMBINED POLICY - ALL COVERAGE PARTS

SCHEDULE

| Each Claim/Each Occurrence Limit | Aggregate Limit |
|-----------------------------------------|------------------------|
| \$5,000 | \$10,000 |

The amounts shown in the Schedule above are the maximum amounts we will pay for all "damages" and all "defense costs" under all Coverage Parts arising out of any "claim" arising directly or indirectly out of, related to, or in any way involving any actual or alleged bite, pecking, mauling, or clawing by any animal.

The Limits of Insurance shown in the Schedule above apply to any "claim" regardless of whether any bite, pecking, mauling, or clawing by any animal is the initial precipitating cause or is in any way a cause and regardless of whether any other actual or alleged cause contributed concurrently, proximately, or in any sequence, including whether any actual or alleged injury or damage arises out of a chain of events that involves or includes any bite, pecking, mauling, or clawing by any animal.

The Limits of Insurance shown in the Schedule above are shared between all Coverage Parts included in this Policy and are subject to and not in addition to:

1. The Limits of Insurance shown on the Supplemental Declarations of the Coverage Part applicable to the "claim";
and
2. The Policy Aggregate Limit shown on the Common Declarations.

The Limits of Insurance shown in the Schedule above in no way increase any Limit of Insurance set forth on any Declarations included in this Policy. The Limits of Insurance cannot be stacked or aggregated regardless of whether multiple Coverage Parts may apply to any one "claim".

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES; EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

| | | |
|---------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| <i>Attached To and Forming Part of Policy</i> 0100436687-0 | <i>Effective Date of Endorsement</i> 03/16/2026 12:01AM at the Named Insured address shown on the Declarations | <i>Named Insured</i> Certified Therapy Dogs of America |
| <i>Additional Premium:</i> \$0 | <i>Return Premium:</i> \$0 | |

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

A.The following exclusions are added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of an "other act of terrorism" that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the "coverage territory". 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 (valued in U.S. dollars). 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.

TERRORISM PUNITIVE DAMAGES

Damages arising directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

- 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 Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "personal injury", "injury" or "environmental damage" as may be defined in any applicable Policy.
 - 2.** "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:
 - a.** 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;
 - b.** The act resulted in damage:
 - (1)** Within the United States (including its territories and possessions and Puerto Rico); or
 - (2)** Outside of the United States in the case of:
 - (a)** An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
 - (b)** The premises of any United States mission; and
 - c.** 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.
 - 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 a "certified act of terrorism".

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.** 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.
- D.** 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.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

NOTICE OF PRIVACY POLICY

No coverage is provided by this Notice nor can it be construed to replace any provisions of your insurance policy. This Notice does not form part of your insurance policy and is being provided to you as required by law.

Applicable Law and What We Do to Protect Privacy

Kinsale Insurance Company and its affiliates (hereinafter "Kinsale") believe that personal information we collect about our customers, potential customers, proposed insureds (referred to collectively in this Privacy Notice as "customers"), or claimants must be treated with the highest degree of confidentiality. For this reason and in compliance with applicable laws, including the Gramm-Leach-Bliley Act ("GLBA") and the California Consumer Privacy Act ("CCPA"), we have developed a Privacy Policy that applies. For purposes of our Privacy Policy, the term "personal information" includes all information we obtain about an individual customer and maintain in a personally identifiable way. In order to assure the confidentiality of the personal information we collect and in order to comply with applicable laws, all Kinsale employees with access to personal information about our customers are required to follow this policy.

Kinsale's products are developed for, marketed to, and intended for individuals and businesses located in the United States and are not intended for European or United Kingdom residents who might implicate laws other than the GLBA or CCPA, such as the European Union's General Data Protection Regulation or the United Kingdom's Data Protection Act of 2018; neither the General Data Protection Regulation nor the Data Protection Act of 2018 apply to Kinsale.

Protecting Confidentiality

Our employees as well as the independent insurance agents, insurance producers, and insurance brokers through whom our insurance products are distributed may have access to nonpublic personal information only for the purpose of providing our products or services to you. We maintain physical, electronic, and procedural safeguards against unauthorized access or use of your nonpublic personal information.

Information We Obtain

To assist in underwriting and servicing your policy, we may obtain nonpublic personal information about you. For example, we routinely obtain information through insurance applications and your transactions with us. We may obtain such information from our affiliates, independent insurance agents, insurance producers, insurance brokers, governmental agencies, third parties, or consumer reporting agencies. The type of information that we collect depends on the product or service requested, but may include your name, address, contact information, date of birth, insurance score, claims history, information required to investigate and resolve any claims, or billing information. We may obtain your medical history with your permission. The nature and extent of the information we obtain varies based on the nature of the products and services you receive.

The Internet and Your Information

If you would like to learn about how we gather and protect information over the Internet, please see our online Privacy Policy at <https://www.kinsaleins.com/privacy-policy/>. Generally, Kinsale may use cookies, web beacons, analytics, and other technologies to help us provide users with better service and a more customized web experience. You may choose not to accept cookies by changing the settings in your web browser. Information obtained on our websites may include IP address, browser and platform types, access times, referral data, and your activity while using our site.

Limited Disclosure

To the extent that a customer is a business entity, neither the GLBA nor the CCPA apply because both apply only to individuals. To the extent that a customer is an individual, the GLBA and CCPA do apply; however, Kinsale does not disclose any nonpublic personal information about its customers or former customers except as may be required or permitted by law. We do not sell your personal information to anyone and collection of your personal information is not conducted in exchange for a financial incentive offered to you. There is not an opportunity for you to prevent or “opt out of” information sharing because we only share personal information with others as required or permitted by law. When sharing information with third parties to help us conduct our business, we require them to protect your personal information. We do not permit them to use or share your personal information for any purpose other than the work they are doing on our behalf or as required by law. The types of information disclosed may include personal information we collect as necessary to service your policy, claim, or account; investigate and pay claims; comply with state and federal laws, regulations, regulatory requests, or regulatory mandates; and process other transactions that you request. Third parties that receive information may include your independent agent, insurance producer, insurance broker, regulators, reinsurance companies, fraud investigation and prevention agencies, or insurance adjusters.

How Long We Retain Your Information

We generally retain your information as long as reasonably necessary to provide you services or to comply with applicable law and in accordance with our document retention policy. We may retain copies of information about you and any transactions or services you have used for a period of time that is consistent with applicable law, including any applicable statute of limitations, or as we believe is necessary to comply with applicable law or regulation. In some instances we may anonymize your personal information (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you.

For California Residents: Right to Know About Personal Information Collected or Disclosed and Right to Request Deletion of Personal Information We Collected From You

Under the CCPA, “Personal Information” is information that identifies, relates to, or could reasonably be linked with a particular California resident or household. The CCPA, however, does not apply to certain information, such as information subject to the GLBA. As a result, this Notice does not apply with respect to, for example, nonpublic personal information that we collect about California residents in connection with our providing insurance products or services for personal, family, or household purposes.

If you are a California resident, you may request that we disclose to you the following information covering the 12 months preceding your request:

- The categories of Personal Information we collected about you and the categories of sources from which we collected such Personal Information.
- The business or commercial purpose for collecting Personal Information about you.
- The categories of Personal Information about you that we disclosed to third parties for a business purpose and the categories of third parties to whom we disclosed such Personal Information (if applicable).
- The specific pieces of Personal Information we collected about you.

We are not required to provide this information to you more than twice in any 12-month period.

If you are a California resident, you also have the right to request that we delete Personal Information we collected from you. You should note that we will decline your request with respect

to your GLBA nonpublic personal information. We also may decline your request where a CCPA exception applies. For example, we do not have an obligation under the CCPA to disclose or delete information as described above with respect to information that we collected about a job applicant or employee that we use solely in the context of the individual's role or former role as job applicant or employee. In addition, we may decline to delete Personal Information that we collected from you if we are required by law to retain the information or retaining the information is necessary for us to, for example, provide a product or service you requested, detect or investigate security incidents, or protect against fraud.

To make a Request to Know or Request to Delete under the CCPA, you may contact us:

Via email: RegulatoryCompliance@kinsaleins.com
Or via Regular Mail: Kinsale Insurance Company
Attn: Compliance
PO Box 17008
Richmond, VA 23226

Changes to the Privacy Policy

We provide this Notice of Privacy Policy as required by law. This Notice and the Privacy Policy may change from time to time, but you always can review our current policy by visiting our website at <https://www.kinsaleins.com/privacy-policy/> or by contacting us.

Contact Us

Kinsale Insurance Company
Phone: (804) 289-3100
Email: RegulatoryCompliance@kinsaleins.com
Mail: PO Box 17008
Richmond, VA 23226

NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the federal Terrorism Risk Insurance Act, as amended (“the Act”), the Company must make available insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act. This Policy includes such coverage for damages arising out of certified acts of terrorism and is limited by the terms, conditions, exclusions, limits, other provisions of the coverage quote or renewal application/questionnaire to which this offer is attached and by the Policy, any endorsements to the Policy and generally applicable rules of law.

The term “act of terrorism” means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM FOR WHICH THIS POLICY PROVIDES COVERAGE MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THE FORMULA, BEGINNING ON JANUARY 1, 2020, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE.

NO PREMIUM IS CHARGED FOR THIS COVERAGE NOR IS ANY CHARGE MADE FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT, AS WELL AS INSURERS’ LIABILITY FOR LOSSES, RESULTING FROM CERTIFIED “ACTS OF TERRORISM” WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

COVERAGE FOR “INSURED LOSSES” AS DEFINED IN THE ACT IS SUBJECT TO THE COVERAGE TERMS, CONDITIONS, AMOUNTS AND LIMITS IN THIS POLICY APPLICABLE TO LOSSES ARISING FROM EVENTS OTHER THAN “ACTS OF TERRORISM”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER ENDORSEMENT

| | | |
|---------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| <i>Attached To and Forming Part of Policy</i> 0100436687-0 | <i>Effective Date of Endorsement</i> 03/16/2026 12:01AM at the Named Insured address shown on the Declarations | <i>Named Insured</i> Certified Therapy Dogs of America |
| <i>Additional Premium:</i> \$0 | <i>Return Premium:</i> \$0 | |

This endorsement modifies insurance under the following:

ALL COVERAGE FORMS

SECTION I – CYBER COVERAGES

A. INSURING AGREEMENT

1. We will pay, in excess of the **Each Cyber Event Deductible** shown in the Cyber Deductible and Sublimits Schedule on the Cyber Endorsement – Schedule of Coverages, "loss" directly resulting from any actual or reasonably suspected "cyber event" that:
 - a. Takes place in the Cyber Coverage Territory; and
 - b. Is reported to us as soon as practicable, but in no event more than 30 days after the date it is first discovered by you;

Provided that, any:

- a. "Security failure" or "data breach" must be first discovered by you during the policy period; and
 - b. "Cyber extortion threat" must first be made during the policy period.
2. All "loss" that is logically or causally connected to a "cyber event" covered under this endorsement will be deemed to have directly resulted from such "cyber event" and be subject to **SECTION III – CYBER LIMITS OF INSURANCE AND DEDUCTIBLE** of this Policy.
 3. The amount we will pay for "loss" is limited as described in **SECTION III – CYBER LIMITS OF INSURANCE AND DEDUCTIBLE**.
 4. We will not pay for any "loss" that has not been approved in advance by us. We will not unreasonably withhold our approval.

B. DEFENSE AND SETTLEMENT

1. We have the right and duty to defend any insured against any "cyber claim" to which this Cyber Endorsement applies. Our right and duty to defend ends when the applicable Limit as described in **SECTION III – CYBER LIMITS OF INSURANCE AND DEDUCTIBLE** of this Policy has been exhausted. In such case, we have the right to withdraw from further defense, payment, or settlement of any "cyber claim" or "regulatory proceeding" by tendering control of such to you. You agree to accept such tender as a condition of this Policy.

We have the right, but not the duty, to associate in any investigation or response to any "cyber event" including participating in the formation of strategy and the review of forensic investigations and reports.

We have the right, but not the duty, to select "panel providers" to assist the insured with any actual or alleged "cyber event".

2. If there is no coverage under this Cyber Endorsement, there is no duty to defend.

3. Solely for the purposes of a "cyber extortion threat", we will seek your written consent to any "ransom payment". If you refuse to consent to any "ransom payment" recommended by us, and acceptable to the threat actor, we may withdraw from further negotiations of such "cyber extortion threat" on your behalf by tendering the control of such negotiations to you. From that point forward, you will be responsible for negotiating the "cyber extortion threat" at your own expense. Our liability for such "ransom payment" will not exceed the amount for which the "ransom payment" could have been settled by us prior to the date of such refusal.
- C. The exclusions included in the **EXCLUSIONS** Section of this Policy and any endorsement attached to this Policy also apply to any "cyber event" or "loss" under this Cyber Endorsement. However, any cyber incident exclusion or exclusion for access to or disclosure of "personally identifiable information" will not apply to the coverage afforded by this Cyber Endorsement. Any insured versus insured exclusion will not apply to any "cyber claim" by an insured's employee personally affected by a "data breach".
- D. Solely for the purposes of this Cyber Endorsement, the following exclusions are added to this Policy:

This Cyber Endorsement does not apply to and we will not pay for any "loss" arising out of:

1. **"Bodily Injury" or "Property Damage"**

- a. Any "bodily injury"; or
- b. Any "property damage" except "hardware replacement costs" that are otherwise covered under this Cyber Endorsement.

2. **Court Ordered Disclosure**

Any subpoena, document production request, or court order requiring you to disclose "personally identifiable information" to any domestic or foreign law enforcement, administrative, regulatory, or judicial body, or other governmental authority.

However, this exclusion does not apply to any disclosure required in a "regulatory proceeding".

3. **Government Actions**

Any confiscation, nationalization, requisition, disruption, shut down, slowdown, destruction of, or damage to any property, "computer system", software, or "electronic data" by order of any government or public authority.

4. **Prior or Known Claims or Events**

Any:

- a. "Cyber extortion threat" that was first made;
- b. "Cyber event", fact, circumstance, transaction, or event that you knew, or could have reasonably foreseen, could lead to any "loss";
- b. "Cyber event" or "cyber claim", or "regulatory proceeding" disclosed in the application for this Policy or disclosed to any other insurance company or other source from which payment might be made; or
- c. "Cyber claim" based on or arising out of any proceedings that were initiated against an insured;

prior to the effective date of this Policy.

5. **Total or Partial Network Failure**

Any total or partial failure or interruption of, reduction in performance of, or damage to, any electrical power supply network or telecommunications network not owned and operated by you including, but not limited to, the internet or any satellite, internet service provider, Domain Name System (DNS) service provider, cable and wireless provider, internet exchange provider, search engine provider, internet protocol network (and similar networks that may have different designations), and any other provider of telecommunications or internet infrastructure.

6. **Computer System**

Any attack on, incident involving, or "loss" to any computer or system of computers that is not a "computer system".

7. Securities and Exchange Commission

Any actual or alleged violation of the:

- a. Securities Act of 1933;
- b. Securities Exchange Act of 1934;
- c. Investment Company Act of 1940;
- d. Investment Advisors Act; or
- e. Any other federal, state, or local securities law, rule, or regulation promulgated in connection with or any amendment to items a. through d. above.

However, this exclusion will not apply to a "regulatory proceeding" for a violation of the Securities and Exchange Commission's Regulations S-P and S-ID as a result of a "cyber event" covered under this Cyber Endorsement.

8. Cyber Theft

Any actual or alleged disappearance, forfeit, transfer, or theft of any money, stock, digital currency, security, or tangible property.

9. Cyber Outage

Any actual or alleged failure, disruption, degradation, corruption, impairment, slowdown, or outage of your "computer system" arising out of any infrastructure that is operated or supplied by a third-party utility or service provider and not under the "insured's" operational control.

Third-party utility or service provider includes any telecommunication, internet service telecommunication, undersea cable, Domain Name System, internet service, satellite, cable infrastructure, electricity, power, gas, water, web service, cyber security service, end point detection and response service, remote information technology service, financial transaction or payment process service, or other utility or service.

This exclusion applies regardless of whether there is another cause of loss which may have contributed concurrently or in any sequence.

10. Hosted Computer System

Any actual or alleged "cyber event" originating from, occurring at, or arising out of any third-party service provider that provides IT infrastructure for a fee including, but not limited to any:

- a. Web server that stores and transmits "electronic data";
- b. Network of servers pulling from different data centers in different locations and acting as one system that stores and transmits "electronic data";
- c. Technology used to run multiple domains or applications on a single physical server; or
- d. Private network allowing remote access to any "electronic data"; or
- e. Providing software as a service (SaaS).

This exclusion does not apply to any "cyber event" originating from your "computer system".

11. Cyber Related War or Terrorism

Any actual or alleged "cyber event", or other hostile act against your "computer system" or the infrastructure supporting your "computer system" that is carried out in the course of or arises out of any war and hostile action including any of the following and any consequence thereof:

- a. Cyber warfare, whether or not in combination with physical combat;
- b. Undeclared war;

- c. Civil war;
- d. Hostile or warlike action by military force or by cyber measures including any action in hindering or defending against an actual or expected attack, by any Combatant; or
- e. Insurrection, rebellion, revolution, usurped power, political violence or action taken by governmental authority in hindering or defending against any of these, including cyber action in connection with any of the foregoing.

For purposes of this exclusion, cyber warfare, cyber measures, and cyber action include, but are not limited to, the use of disruptive digital activities against a computer network or system with the intention to cause harm in order to further political or similar objectives, or to intimidate any person(s) in furtherance of such objectives, committed by a Combatant.

The attribution of an action to a Combatant will be determined by relying on reasonable evidence such as:

- a. Statement by an impacted government, sovereign, or other authority;
- b. Statements by widely recognized international bodies (such as the United Nations) or alliances (such as the North Atlantic Treaty Organization); or
- c. Consensus opinion within relevant expert communities such as the cyber security industry.

Decisions about the presence or absence of war, hostile action, and other terms used in this exclusion will take into consideration the range of available tactics, weapons, and technologies at the time of the event giving rise to the "loss".

Combatant means, for the purposes of this exclusion, a government, sovereign, or other authority, or any agent acting on their behalf.

12. Website and Online Tracking

Any actual or alleged:

- a. Failure by or on behalf of any insured to notify or obtain proper consent for the collection, acquisition, sharing, or use of any website data, information, or activity; or
- b. Use of any web beacons, tracking pixels, session replay scripts, or other similar technology by or on behalf of any insured.

13. Wrongful Collection and Biometric Information Privacy Laws

Any actual or alleged:

- a. Violation of the Illinois Biometric Information Protection Act (BIPA), the Texas Capture of Use of Biometric Identifier Act (CUBI), the Washington Biometric Privacy Protection Act, the Washington My Health My Data Act (MHMDA), the City of New York Administrative Code Title 22 Chapter 12, or any similar federal, state, local, or foreign law or regulation governing the collection, use, sale, transfer, storage, disposal, or destruction of any biometric data, biometric information, or other personal identifying information or data. This exclusion includes any amendment of or addition to any aforementioned law or regulation promulgated under or as a result of any such law or regulation.
- b. Unlawful or unauthorized collection, use, processing, sharing, sale, possession, retention, security, destruction of, or profit from any "personally identifiable information", "protected health information", or "biometric information" by, or on behalf of, any insured, including the use of an "insured's" products or services in furtherance of, or in connection with, such activities; or
- c. Failure by or on behalf of an insured to adequately notify or obtain proper consent for the collection, acquisition, or use of any "personally identifiable information", "protected health information", or "biometric information" including any use of any "insured's" products or services in the furtherance of or in connection with such activities.

14. Sanctions

Any provision of coverage under this Cyber Endorsement to the extent that such provision would expose us or you to a violation of economic or trade sanctions, laws, or regulations of the United States of America or any other jurisdiction with whose laws we are legally obligated to comply.

15. Criminal Proceedings

Any criminal investigations or proceedings.

16. Intentional Loss

Your intentional or willful complicity in any "cyber event" or "loss".

17. Non-monetary Demands

That part of any "cyber claim" seeking any non-monetary relief. However, this exclusion does not apply to "defense costs" arising out of a "cyber event" otherwise covered under this endorsement.

18. Malware Transmission

Any propagation or forwarding of malware including, without limitation, any virus, worm, trojan, spyware, or keylogger in connection with hardware or software created, produced, or modified by you for sale, lease, or license to third parties.

19. Widespread Event

Any "cyber event" that:

- a. Triggers 15 or more Cyber Endorsements issued by us; and
- b. Occurs during the same period of time and arises out of the same:
 - (1) Threat actor or coordinated group;
 - (2) Method or combination of methods; and
 - (3) Vulnerability.

SECTION III – CYBER LIMITS OF INSURANCE AND DEDUCTIBLE

A. Cyber Aggregate Limit

- 1. The **Cyber Aggregate Limit**, shown in the Aggregate Limit Schedule on the Cyber Endorsement – Schedule of Coverages, is the maximum amount we will pay for all "loss" arising out of all "cyber events" and covered under this Cyber Endorsement in any one policy period.
- 2. The **Cyber Aggregate Limit** is the most we will pay regardless of the number of "cyber events" or "cyber claims" to which this insurance applies regardless of whether the sum of the limits shown in the Cyber Deductible and Sublimits Schedule on the Cyber Endorsement – Schedule of Coverages is greater than the **Cyber Aggregate Limit** shown in the Aggregate Limit Schedule on the Cyber Endorsement – Schedule of Coverages.
- 3. The **Cyber Aggregate Limit** is subject to and not in addition to the Aggregate Limit(s) of Insurance shown on the Declarations. In no event will we pay more than the Aggregate Limit of Insurance shown on the Declarations.

B. Cyber Sublimits

Each Limit of Insurance shown in the Cyber Deductible and Sublimits Schedule Cyber Endorsement – Schedule of Coverages attached to this Policy is subject to, and not in addition to, the **Cyber Aggregate Limit** shown on the Cyber Endorsement – Schedule of Coverages attached to this Policy.

In no event will we pay more than the specified Limit of Insurance for each category of expense, described in **1.** through **7.** below, in any one "cyber event".

1. The **Breach Expense Limit** shown on the Cyber Endorsement – Schedule of Coverages is the most we will pay for all "breach expenses" arising out of any one "cyber event" covered under this Cyber Endorsement.
2. The **Restoration Expenses Limit** shown on the Cyber Endorsement – Schedule of Coverages is the most we will pay for all "restoration expenses" arising out of any one "cyber event" covered under this Cyber Endorsement.
3. The **Hardware Replacement Costs Limit** shown on the Cyber Endorsement – Schedule of Coverages is the most we will pay for all "hardware replacement costs" arising out of any one "security failure" or "cyber extortion event" covered under this Cyber Endorsement.
4. The **Cyber Extortion Costs Limit** shown on the Cyber Endorsement – Schedule of Coverages is the most we will pay for all "cyber extortion costs" arising out of any one "cyber extortion event" covered under this Cyber Endorsement.
5. The **Cyber Claim Limit** on the Cyber Endorsement – Schedule of Coverages is the most we will pay for all "defense costs", "damages", and "regulatory penalties" arising out of any one "cyber claim" covered under this Cyber Endorsement.
6. The **Payment Card Industry Fines and Assessments Limit** shown on the Cyber Endorsement – Schedule of Coverages is the most we will pay for all "PCI fines and assessments" arising out of any one "cyber event" covered under this Cyber Endorsement.
7. The **Business Interruption Loss and Extra Expense Limit** shown on the Cyber Endorsement – Schedule of Coverages is the most we will pay for all "business interruption loss" and "extra expense" that you incur during the "restoration period" directly resulting from any one actual or reasonably suspected "security failure" or "cyber extortion event".

C. Each Cyber Event Deductible

We will only be liable for those amounts payable as "loss" that are in excess of the **Each Cyber Event Deductible** shown on the Cyber Endorsement – Schedule of Coverages. The **Each Cyber Event Deductible** applies to each "cyber event" and will be paid by the insured. This deductible reduces the Limits of Insurance payable under this Cyber Endorsement.

D. Multiple Policies

If two or more insurance policies issued to an insured by us or any of our affiliated companies apply to the same "cyber event" or "cyber claim", the most we shall be liable for under all such policies is the Limit of Insurance of that policy with the highest applicable Limit of Insurance. If the applicable Limit of Insurance on each policy is the same, only one such limit will apply. This provision will not apply to any insurance policy issued by us or our affiliated companies that specifically applies as excess insurance over this Policy.

SECTION IV – CYBER CONDITIONS

The conditions included in the **CONDITIONS** Section of this Policy and any endorsement attached to this Policy also apply to any "cyber event" or "loss" under this Cyber Endorsement, except to the extent that any of the following Cyber Conditions conflict with those included in the Policy, in which case the Cyber Conditions will apply.

A. Duties in the Event of a Cyber Claim, Regulatory Proceeding, or Loss

1. If, during the policy period, you become aware of a "cyber event" which may result in a "cyber claim" or "regulatory proceeding", you must see to it that we are notified as soon as practicable.
2. If a "cyber claim" or "regulatory proceeding" is brought against you, you must:
 - a. Immediately record the specifics of the "cyber claim" or "regulatory proceeding" and the date received;

- b. Provide us with written notice, as soon as practicable, but in no event more than 30 days after the date the "cyber claim" or "regulatory proceeding" is first received by you;
 - c. Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the "cyber claim" or "regulatory proceeding";
 - d. Authorize us to obtain records and other information;
 - e. Cooperate with us in the investigation, settlement, or defense of the "cyber claim" or "regulatory proceeding";
 - f. Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to you because of "loss" or "defense costs" to which this insurance may also apply; and
 - g. Not take any action, or fail to take any required action, that prejudices your rights or our rights with respect to such "cyber claim" or "regulatory proceeding".
3. In the event of a "cyber extortion threat", you and any involved insured must see that the following are done:
 - a. Notify the police if a law may have been broken.
 - b. Notify us as soon as practicable, but in no event more than 30 days after the "cyber extortion threat" is made and provide a description of such threat, including how, when, and by what method the threat was delivered, and "ransom payment" demand, if applicable.
 - c. As soon as possible, give us a description of any information regarding when and how any related "cyber event" occurred, when applicable.
 - d. As often as may be reasonably required, permit us to:
 - (1) Inspect the property proving the "cyber extortion event";
 - (2) Examine your books, records, electronic media and records, and hardware;
 - (3) Take samples of damaged and undamaged property for inspection, testing, and analysis; and
 - (4) Make copies from your books, records, electronic media and records, and hardware.
 - e. Send us signed, sworn proof of "loss" containing the information we request to investigate the "cyber extortion threat". You must do this within 60 days after our request.
 - f. If you intend to continue your business, you must resume all or part of your operations as quickly as possible.
 - g. Make no statement that will assume any obligation or admit any liability, for any "loss" for which we may be liable, without our prior written consent.
 - h. Promptly send us any legal papers or notices received concerning the "loss".
4. We may examine you under oath at such times as may be reasonably required, about any matter relating to this insurance or the "cyber claim", "regulatory proceeding", or "loss", including your books and records. In the event of an examination, your answers must be signed.
5. You may not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our prior written consent.

B. Cyber Coverage Territory

1. The coverage afforded under this Cyber Endorsement applies to "cyber events" that originate or take place anywhere in the world. However, "cyber claims" must be brought within the United States, its territories and possessions, Puerto Rico, or Canada.
2. If a "cyber claim" is brought in a part of the coverage territory described in **B.1.** above that is outside the United States of America, its territories and possessions, Puerto Rico, or Canada, the insured will have the duty to defend and investigate such "cyber claim". We will then reimburse the insured for any reasonable and necessary expenses incurred for investigation and defense of such "cyber claim" to which this Policy applies, up to the applicable Limit described in **SECTION III – CYBER LIMITS OF INSURANCE AND DEDUCTIBLE**. We will have the right but not the duty to associate in the investigation of such "cyber claim".

3. If the insured becomes legally obligated to pay sums to which this insurance applies pursuant to **B.2.** above, the insured may settle such "cyber claim" by first obtaining the Company's written permission for such settlement. Such permission will not be unreasonably withheld. We will then reimburse the insured for payments made in such settlement.

C. Loss Payments

All payments or reimbursements we make for "loss" or "damages" will be made in U.S. currency at the prevailing exchange rate at the time such sums are required to be paid. All payments or reimbursements we make for "defense costs" will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.

D. Other Insurance

If there is other insurance that applies to the same "loss", this Cyber Endorsement shall apply only as excess insurance after all other applicable insurance has been exhausted.

When the coverage afforded by this Cyber Endorsement is excess, we will have no duty to defend you against any "cyber claim" or "regulatory proceeding" if any other insurer has a duty to defend you against that "cyber claim" or "regulatory proceeding".

SECTION V – CYBER DEFINITIONS

- A. "Biometric information" means any information, data, or identifier that is generated from the measurement or technological processing of an individual's physiological, biological, or behavioral characteristics and that identifies that individual, whether individually or in combination with other data. "Biometric information" includes, but is not limited to any:
 1. Imagery or scan of the iris, retina, fingerprint, face, hand, palm, or vein patterns;
 2. Voiceprint or voice recordings;
 3. Keystroke patterns or rhythms; or
 4. Gait patterns or rhythms.
- B. "Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these at any time.
- C. "Breach expenses" means any reasonable and necessary legal or professional fee, expense, or cost to:
 1. Engage "breach counsel" to:
 - a. Coordinate any investigation and response effort following any actual or reasonably suspected "cyber event"; and
 - b. Determine your legal obligation under any breach notification laws;
 2. Engage a cybersecurity or forensics provider to:
 - a. Determine the cause and extent of any actual or reasonably suspected "cyber event"; and
 - b. Limit points of unauthorized entry to a "computer system" and terminate a "cyber event".
 3. Provide notification to parties affected or reasonably suspected to be affected by a "data breach", including any printing, publishing, postage, call center, robocalling, or automated text or email costs required by a regulatory entity; or
 4. Provide up to one year, or more if required by law, of credit and identity monitoring services to any party affected or reasonably suspected to be affected by a "cyber event".

D. "Breach counsel" means an attorney specializing in cyber breach response engaged to assist you in responding to any actual or reasonably suspected "cyber event".

E. "Business interruption loss" means any:

1. Net income, inclusive of net profit or loss before income taxes, that would have been earned or incurred; and
2. Continuing normal and necessary operating expenses incurred, including payroll, but only to the extent that such expenses must continue;

during the "restoration period" due to a partial or complete interruption of your "computer system".

F. "Computer system" means any:

1. Computer or related peripheral component;
2. Internet of Things (IoT) devices;
3. System software or application;
4. Mobile or wireless device;
5. Data storage device;
6. Networking or communication equipment; or
7. Storage or backup device;

that is owned and operated by the insured or that is leased to the insured by a third-party service provider pursuant to a written contract with the insured for hosted computer services.

G. "Cyber claim" means:

1. A written demand for monetary sums, other than a "cyber extortion threat";
2. Civil proceeding commenced by the filing of a complaint or similar proceeding;
3. An arbitration proceeding in which monetary damages are claimed and to which you must submit or do submit with our consent;
4. Any other alternative dispute resolution proceeding in which monetary damages are claimed and to which you must submit or to which we agree you should submit; or
5. A "regulatory proceeding" commenced by the filing of a notice of charges, a formal investigative order, a service of summons, or a similar document;

resulting from a "cyber event".

"Cyber claim" does not mean or include any demand or action brought by or on behalf of someone who is:

- a. Your director;
- b. Your owner or part-owner; or
- c. A holder of your securities;

in their capacity as such, whether directly, derivatively, or by class action. "Cyber claim" will include proceedings brought by such individuals in their capacity as individuals personally affected by "data breach", but only to the extent that the "damages" claimed are the same as would apply to any other individual personally affected by "data breach".

H. "Cyber event" means any:

1. "Security failure";

- 2. "Data breach"; or
 - 3. "Cyber extortion event".
- I. "Cyber extortion costs" means any reasonable and necessary:
- 1. Professional fee or expense to:
 - a. Determine the validity of any "cyber extortion event"; and
 - b. Negotiate a "ransom payment" with the relevant threat actor; and
 - 2. "Ransom payment" including any fee, cost, or interest necessary to secure a loan or fronting agreement from a financial institution or vendor.
- J. "Cyber extortion event" means any:
- 1. "Cyber extortion threat";
- or
- 2. Introduction of "ransomware" into your "computer system".
- K. "Cyber extortion threat" means any demand by a third party for money to be paid by you based on a threat or series of threats made by such third party to:
- 1. Disseminate, divulge, or utilize your "electronic data";
 - 2. Destroy or corrupt any "electronic data";
 - 3. Perpetrate a "denial of service attack"; or
 - 4. Introduce "ransomware" into your "computer system".
- L. "Damages" means judgments, awards, and settlements that the insured becomes legally obligated to pay as a result of a "cyber claim".
- "Damages" do not include declarative, injunctive or other non-pecuniary or equitable relief, punitive or exemplary damages, or the amount of any multiplied damages awarded that is in excess of the damage award so multiplied.
- M. "Data breach" means the unauthorized access, acquisition, theft, or disclosure of "electronic data" as a result of a "security failure".
- N. "Defense costs" means reasonable and necessary expenses consented to by us resulting solely from the investigation, defense, and appeal, if applicable, of any "cyber event" or "cyber claim" against you. Such expenses may include premiums for any appeal bond, attachment bond, or similar bond. However, we have no obligation to apply for or furnish such bond.
- "Defense costs" does not mean or include the salaries or wages of any of your employees or directors, or your loss of earnings.
- O. "Denial of service attack" means any deliberate slowing of your "computer system" or interruption of access to your "computer system" or "electronic data".
- P. "Electronic data" means any computer program, software, or information, including any "personally identifiable information", proprietary information, or other corporate confidential information, that exists in electronic form on your "computer system".
- Q. "Extra expense" means the additional cost incurred by you to reduce or avoid "business interruption loss" and in excess of your normal operating expenses. "Extra expense" will not exceed the amount of "business interruption loss" that is intended to be reduced or avoided.

"Extra expense" does not include any "breach expenses", "cyber extortion costs", "restoration costs", or "hardware replacement costs".

- R.** "Hardware replacement costs" means any reasonable and necessary costs that you incur to restore or replace your computer hardware or peripheral components in your "computer system" to their previous operating capacity. "Hardware replacement costs" only includes computer hardware or peripheral components in your "computer system" that were rendered inoperable as a direct result of a "security failure" or "cyber extortion event".

"Hardware replacement costs" does not include any cost incurred to upgrade or improve your computer system.

- S.** "Loss" means:

1. "Breach expenses";
2. "Restoration expenses";
3. "Hardware replacement costs";
4. "Cyber extortion costs";
5. "Defense costs", "damages", and "regulatory penalties" arising out of a "cyber claim";
6. "PCI fines and assessments"; and
7. "Business interruption loss" and "extra expense" that you incur during the "restoration period" directly resulting from any actual or reasonably suspected "security failure" or "cyber extortion event".

- T.** "Panel provider" means the defense counsel, "breach counsel", cyber security or forensic providers, and Qualified Security Assessor that we have approved for use in a "cyber event", "claim", or "regulatory proceeding".

- U.** "PCI fines and penalties" means any assessment, fine, penalty, card reissuance fee, notice to card holders, or case management fee arising out of a payment card services agreement due to a "cyber event". This includes any cost or expense incurred to engage a Qualified Security Assessor to certify and attest to your compliance with the Payment Card Industry Data Security Standards as required by a payment card services agreement.

"PCI fines and penalties" does not include any increased transaction costs, interchange fees, chargebacks, or any other subsequent assessment, fine, or penalty levied due to your continued PCI non-compliance following the initial notice of such.

- V.** "Personally identifiable information" means any "protected health information", "biometric information", or other information from which an individual may be uniquely identified. "Personally identifiable information" does not include any information that is otherwise available to the public.

- W.** "Protected health information" means any past, present, or future healthcare related information about an individual required to be protected by any federal, state, local, or foreign law or regulation from unauthorized access, acquisition, theft, or public disclosure, including, but not limited to, information that relates to any:

1. Physical or mental health condition of an individual;
2. Provision of health care to an individual; or
3. Payment for the provision of health care to an individual.

- X.** "Ransomware" means any software or malicious code that is used to enact a "denial of service attack" or encrypt, restrict access to, or otherwise harm your "computer system" until a sum of money or digital currency is paid.

- Y.** "Ransom payment" means any monetary payment made to a third party to resolve or terminate any actual or alleged "cyber extortion event".

- Z.** "Regulatory penalties" means any monetary fine or penalty, including consumer redress awards, imposed by any federal, state, or local governmental entity, or any agency thereof in a "regulatory proceeding" arising out of a "cyber event".

"Regulatory penalties" do not include any:

1. Fine or penalty uninsurable by law;
2. Cost to establish, implement, improve, remediate, or maintain any security or privacy practice, procedure, program, or policy;
3. Cost to remediate or improve your "computer system" that was not compliant with current data or privacy standards at the time of the "cyber event"; or
4. Audit, assessment, compliance, or reporting cost.

AA. "Regulatory Proceeding" means any investigation, demand, or proceeding brought by, or on behalf of:

1. The Federal Trade Commission (FTC), Federal Communications Commission (FCC), or Department of Health and Human Services (DHHS), or any other federal, state, local, or foreign governmental entity in such entity's regulatory or official capacity arising out of a "data breach", "security failure", or "cyber extortion event";
2. The Securities and Exchange Commission (SEC) arising solely from any actual or alleged violations of Regulations S-P and S-ID as a result of a "security failure", "data breach", or "cyber extortion event"; and
3. Any federal, state, local, or foreign governmental entity in such entity's regulatory or official capacity arising out of the California Consumer Privacy Act (CCPA), the Colorado Privacy Act (CPA), the Virginia Consumer Data Protection Act (VCDPA), or General Data Protection Regulation (GDPR) as a result of a "security failure", "data breach", or "cyber extortion event".

BB. "Restoration expenses" means any reasonable and necessary cost and expense to replace, restore, or recover your "electronic data" or software stored on your "computer system" which is compromised during a "cyber event".

If such "electronic data" or software cannot be replaced, restored, or recovered, then "restoration expenses" are limited to those expenses required to make this determination by a "panel provider".

"Restoration expenses" does not include any costs or expenses to recreate or re-perform any work that led to the development of your "electronic data" or software that cannot be replaced, restored, or recovered.

CC. "Restoration period" means the continuous period of time beginning at the time the "security failure" or "cyber extortion event" starts and ends when your "computer system" has been reasonably restored or repaired to the same or a similar level of functionality that existed prior to the "cyber event". Under no circumstances will the "restoration period" exceed 90 days.


DD. "Security failure" means the failure of the security of your "computer system" resulting in any:

1. Unauthorized use of or access to your "computer system", including when resulting from the theft of a password;
2. Loss, corruption, damage, or alteration to software or "electronic data" on your "computer system";
3. "Denial of service attack" directed at your "computer system"; or
4. Creation or transmission of a malicious code or virus in your "computer system".

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.


THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

| | | | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|------------------------|--------------------------------------|--------------------------------------|
| POLICY NUMBER 0100436687-0 | POLICY CHANGES EFFECTIVE 03/16/2026 12:01AM at the Named Insured address on the Declarations | COMPANY KINSALE INSURANCE COMPANY | | | |
| NAMED INSURED Certified Therapy Dogs of America | | AUTHORIZED REPRESENTATIVE  President | | | |
| COVERAGE PARTS AFFECTED ALL COVERAGE PARTS | | | | | |
| CHANGES EXCLUSION – DESIGNATED WORK This endorsement modifies insurance under the following: VETERINARY COMBINED POLICY - COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE <table border="1" style="margin-left: auto; margin-right: auto;"><tr><td style="text-align: center;">Designated Work</td></tr><tr><td style="text-align: center;">Any and All Animal Training Services</td></tr><tr><td style="text-align: center;">Any and All Animal Boarding Services</td></tr></table> | | | Designated Work | Any and All Animal Training Services | Any and All Animal Boarding Services |
| Designated Work | | | | | |
| Any and All Animal Training Services | | | | | |
| Any and All Animal Boarding Services | | | | | |
| The following exclusion is added to this Coverage Part: This insurance does not apply to "bodily injury", "property damage", or "personal injury" arising directly or indirectly out of, related to, or in any way involving any Designated Work described in the Schedule above, regardless of whether such work is conducted by you or on your behalf or whether the work is conducted for yourself or for others. ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED. | | | | | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

| POLICY NUMBER 0100436687-0 | POLICY CHANGES EFFECTIVE 03/16/2026 12:01AM at the Named Insured address on the Declarations | COMPANY KINSALE INSURANCE COMPANY | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|------------|--------------------------------|
| NAMED INSURED Certified Therapy Dogs of America | | AUTHORIZED REPRESENTATIVE  President | | |
| COVERAGE PARTS AFFECTED ALL COVERAGE PARTS | | | | |
| CHANGES ANIMAL TRAINING ENDORSEMENT This endorsement modifies insurance under the following: VETERINARY COMBINED POLICY - PROFESSIONAL LIABILITY COVERAGE PART SCHEDULE <table border="1" style="width: 100%;"><thead><tr><th style="text-align: center;">Service(s)</th></tr></thead><tbody><tr><td style="text-align: center;">Therapy Dog Evaluator Services</td></tr></tbody></table> | | | Service(s) | Therapy Dog Evaluator Services |
| Service(s) | | | | |
| Therapy Dog Evaluator Services | | | | |
| SECTION V - DEFINITIONS , Paragraph D. is amended by adding the following: "Veterinary services" includes the provision of any Service described in the Schedule above by any "insured" on behalf of the first "named insured" shown on the Common Declarations. The following exclusion is added to this Coverage Part: This Coverage Part does not apply to any "claim" based upon, arising out of, or in any way involving any actual or alleged failure of any animal to perform, behave, or act as intended, expected, represented, or warranted at any time other than during the performance of your "veterinary services". <p style="text-align: center;">ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.</p> | | | | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

| | | |
|---------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| <i>Attached To and Forming Part of Policy</i> 0100436687-0 | <i>Effective Date of Endorsement</i> 03/16/2026 12:01AM at the Named Insured address shown on the Declarations | <i>Named Insured</i> Certified Therapy Dogs of America |
| <i>Additional Premium:</i> \$0 | <i>Return Premium:</i> \$0 | |

SCHEDULE

| SCHEDULE - PART I | |
|----------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| Terrorism Premium (Certified Acts) | \$ |
| This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies): | |

| |
|--------------------------------------------------------------------------|
| Additional information, if any, concerning the terrorism premium: |
| |

SCHEDULE - PART II

| | |
|--------------------------------------------------------------------------------------------------------|-----|
| Federal Share of Terrorism Losses | 80% |
| (Refer to Paragraph B. in this endorsement.) | |
| 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 a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) 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.

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 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

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SIGNATURE ENDORSEMENT

| | | |
|---------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| <i>Attached To and Forming Part of Policy</i> 0100436687-0 | <i>Effective Date of Endorsement</i> 03/16/2026 12:01AM at the Named Insured address shown on the Declarations | <i>Named Insured</i> Certified Therapy Dogs of America |
| <i>Additional Premium:</i> \$0 | <i>Return Premium:</i> \$0 | |

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

By signing and delivering this policy to you, we state that it is a valid contract when signed as below by our authorized representatives.



Secretary



President

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

ADVISORY NOTICE TO POLICYHOLDERS

This Notice shall not be construed as part of your policy and no coverage is provided by this 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 your policy provides.

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 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 and no premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.