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S.C. SUPREME COURT

EXHIBIT 20



SP 53690514

Insurance Products underwritten by Westport Insurance Corporation, First Specialty Insurance Corporation, North American Capacity Insurance Company, North American Specialty Insurance Company, North American Elite Insurance Company, Washington International Insurance Company, or Swiss Re International S.E.

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North American Specialty Insurance Company

CLAIMS REPORTING PROCEDURES

Welcome to North American Specialty Insurance Company. We would like to take this opportunity to share our loss-reporting procedures. In the event of a claim or potential claim, please immediately complete and forward a First Notice of Loss on an ACORD Loss Form. If you do not use the ACORD Loss Form please otherwise provide the following information:

- Your Name and Contact Information (including e-mail address)
- Name of Insured/Policy Holder and/or Policy Number
- Contact Details of Insured Representative and Preferred Method of Contact
- Claim Date of Loss
- Location of Loss
- Brief Summary of the Loss Event
- Contact Name(s) and e-Mail Address(es) for New Claim Acknowledgement Letter

Forward the New Loss Details by one of the following methods:

By e-mail: ClaimsNACasualty_CorporateSolutions@swissre.com

By Fax: Send to the attention of "Corporate Solutions Claims" at (260) 435-8743

By Mail: North American Specialty Insurance Company
Attention: Corporate Solutions Claims
5200 Metcalf
Overland Park, Kansas 66202

Please visit us on our website: www.swissre.com/corporatesolutions

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

North American Specialty Insurance Company

Producer's Name and Address

WILLIS OF NORTH CAROLINA, INC.
1255 CRESCENT GREEN DRIVE
SUITE 230
CARY, NC 27518

Policy Number:

EXS 0008141 03

Renewal of:

EXS 0008141 02

FOLLOWING FORM COMMERCIAL EXCESS LIABILITY INSURANCE POLICY DECLARATIONS

Item 1 Named Insured and Mailing Address:

J M SMITH CORPORATION
101 WEST SAINT JOHN ST.
SPARTAN CENTRL. STE. 305
SPARTANBURG, SC 29306

Item 2 Insurer:

North American Specialty Insurance Company
650 Elm Street
Manchester, NH 03101

Item 3 Policy Period:**Inception Date*:** September 1, 2016**Expiration Date*:** September 1, 2017*12:01 A.M. Standard Time at the mailing address of the **Named Insured** shown in Item 1 above.**Item 4 Retroactive Coverage Date:** N/A12:01 A.M. Standard Time at the mailing address of the **Named Insured** shown in Item 1 above.**Item 5 Limits of Insurance:**

USD 25,000,000

Limits of Insurance for each occurrence, each loss, or each claim, whichever is required by the **Followed Policy**, subject to the **Aggregate Limit** for the **Policy Period**

USD 25,000,000

Aggregate Limit for the **Policy Period**

USD 25,000,000

Aggregate Limit for the **Policy Period Products-Completed Operations**

Defense is in addition to the limits above.

The Limits of Insurance apply in excess of the Underlying Limits of Insurance indicated in Item 6 of these Declarations.

Item 6 Underlying Insurance:[See Schedule A - Schedule of Underlying Insurance in the Policy Form]

FOLLOWING FORM COMMERCIAL EXCESS LIABILITY INSURANCE POLICY**DECLARATIONS (Continued)**

- Item 7 Followed Policy:** It shall be a condition precedent to any right of any **Insured** to payment under this policy that the **Named Insured** shall, as soon as practicable after the **Inception Date** stated above, deliver to the **Insurer** the **Followed Policy** listed below.
- Coverage: Umbrella Liability
Insurer/Company: Great American Insurance Company of N.Y.
Policy Number: UMB 4101094
Policy Period: September 1, 2016 to September 1, 2017
Limits of Liability: USD 25,000,000 Each Occurrence/Claim
USD 25,000,000 General Aggregate
USD 25,000,000 Products Completed Operations Aggregate
Defense is in addition to the limits above.
- Item 8 Currency:** USD
- Item 9 Policy Premium:** USD Redacted
[The **Policy Premium** is a flat premium and not subject to audit or adjustment except as specifically provided herein.]
- Item 10 Notices and Correspondence to be sent to the Insurer:** North American Specialty Insurance Company
Attention: Corporate Solutions Claims
5200 Metcalf
Overland Park, Kansas 66202
ClaimsNACasualty_CorporateSolutions@swissre.com
- Item 11 Forms and Endorsements:** See Endorsements attached

Issued Date: September 16, 2016

North American Specialty Insurance Company

FOLLOWING FORM COMMERCIAL EXCESS LIABILITY INSURANCE POLICY

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

Throughout this policy the words "you" and "your" refer to the **Named Insured** shown in the Declarations of this policy. The words "the Insurer," "we," "us," and "our" refer to the Insurer named in the Declarations.

The words and phrases that are in boldface type in this policy have the meanings indicated in the Declarations or in Section IV hereof.

INSURING AGREEMENT

In consideration of the payment of premium, and in reliance upon all statements made and information furnished to us and subject to all the terms hereinafter provided, we hereby agree as follows.

I. COVERAGE

- (a) We shall pay the amounts incurred by the **Insured** that qualify as **Loss** in excess of the limit of liability of **Underlying Insurance**, subject to the **Limits of Insurance** as provided below. Liability under this policy with respect to any occurrence, loss or claim shall not attach unless and until the limit of liability of **Underlying Insurance** has been exhausted by the actual payment of **Loss**.

If any **Underlying Insurance** excludes or otherwise does not cover an occurrence, loss or claim (for reasons other than exhaustion of the applicable aggregate limits of liability by actual payment of **Loss**), then this policy shall not cover such occurrence, loss or claim.

If any **Underlying Insurance** contains a sublimit or separate limit applicable to any coverage which is less than the limits of insurance applicable to any other coverage under such **Underlying Insurance**, then this policy shall not apply to any occurrence, loss or claim encompassed by such limited coverage, except as may otherwise be provided by an **Attached Endorsement**.

- (b) This policy is subject to the provisions, terms, conditions, exclusions and endorsements of the **Followed Policy**, except as provided otherwise by the **Limits of Insurance**, General Conditions, and other terms and exclusions of this policy, including any **Attached Endorsements**. If the **Followed Policy** applies on the basis of an occurrence, claim (first) made, occurrence notified, or other trigger of insurance limits, then this policy shall apply on the same basis.

II. LIMITS OF INSURANCE

- (a) The amount of the **Limits of Insurance** stated in the Declarations is the most we will pay for **Loss** arising out of each occurrence, loss or claim, as applicable.
- (b) The amount of the **Aggregate Limit** for the **Policy Period** stated in the Declarations is the most we will pay for all **Loss**, except for:
- (i) **Loss** arising out of the use or ownership of an automobile; or
 - (ii) **Loss** included within the Products-Completed Operations Hazard as defined by the **Followed Policy**.

The **Aggregate Limit** for the **Policy Period** will apply in the same manner as the aggregate limit(s) of the **Followed Policy**, provided that all **Underlying Insurance** also applies the aggregate limit(s) in the same manner as the **Followed Policy**.

- (c) The amount of the **Products-Completed Operations Hazard Aggregate Limit** for the **Policy Period** stated in the Declarations is the most we will pay for all **Loss** included within the Products-Completed Operations Hazard as defined by the **Followed Policy**.

III. EXCLUSIONS

(a) **Asbestos**

This policy does not apply to any actual or alleged injury, damage, payment, liability, loss, cost or expense of any kind directly or indirectly arising out of, resulting from or otherwise relating in whole or in part to asbestos, in any form or quantity, including without limitation, any:

- (i) cost or expense relating to investigation and/or defense of any loss, claim, suit or other proceeding.
- (ii) cost or expense relating to request, demand or order that any insured or others test for, monitor, remediate, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to or assess the presence of or the effects of asbestos; and/or
- (iii) any fine, penalty or assessment.

(b) **Nuclear**

This policy does not apply to:

A. Any actual or alleged injury, damage, payment, liability, loss, cost or expense:

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

B. Any injury or **nuclear property damage** resulting from the **hazardous properties of nuclear material**, if:

- 1. the **nuclear material** (a) is at any **nuclear facility** owned by, or operated by or on behalf of, any **Insured** or (b) has been discharged or dispersed there from;
- 2. the **nuclear material** is contained in **spent fuel** or **nuclear waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of any **Insured**; or
- 3. the injury or **nuclear property damage** arises out of the furnishing by any **Insured** of services, materials, parts of 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 B.3. applies only to **nuclear property damage** to such **nuclear facility** and any property therein.

C. As used in this exclusion:

1. "Hazardous properties" includes radioactive, toxic or explosive properties.
2. "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 **nuclear waste**;
 - c. any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of any **Insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - d. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **nuclear waste**, and includes the site on which any of the foregoing is located, all operations considered on such site and all premises used for such operations;
3. "Nuclear material" means **source material**, **special nuclear material** or by-product material.
4. "Nuclear property damage" includes all forms of radioactive contamination of property.
5. "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.
6. "Nuclear waste" means any **nuclear waste** material (a) containing **by-product material** other than the tailings of **nuclear waste** produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content, and (b) resulting from the operation by any person or organization of any **nuclear facility** included within the definition of **nuclear facility** under Paragraph C.2.a. or C.2.b.
7. "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.
8. "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.

(c) **War**

This policy does not apply to any actual or alleged, injury, damage, payment, liability, cost or expense arising, directly or indirectly, as a result of or in connection with war, whether declared or not, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

(d) **Trade and Economic Sanctions**

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

IV. DEFINITIONS AND CONFORMING OF TERMS

- (a) **"Attached Endorsements"** means any endorsements issued by us and attached to this policy.
- (b) **"Defense Costs"** means reasonable legal costs and other expenses as defined in the **Followed Policy** incurred by or on behalf of the **Insured** in connection with the defense of any claim, including pre-judgment and post-judgment interest.
- (c) **"Followed Policy"** means the policy of insurance identified as such in the Declarations.
- (d) **"Insured"** means any person or organization qualifying as such under the **Followed Policy**.
- (e) **"Limits of Insurance"** means the amount of the applicable **Limit** or **Limits of Insurance** shown in the Declarations and as provided in Section II hereof.
- (f) **"Loss"** means the total amount which the **Insured** has become legally liable to pay as damages by reason of settlement, judgment or binding arbitration, which is, or but for the amount thereof would be, covered under this policy less any salvages or recoveries.

If **Defense Costs** are included within the applicable limits of liability of the **Followed Policy**, then **Defense Costs** are included in **Loss** hereunder. However, if **Defense Costs** are in addition to the applicable limits of liability of the **Followed Policy**, then **Defense Costs** are in addition to the applicable **Limits of Insurance** and are not included in **Loss** hereunder. Our obligation to pay **Defense Costs** shall end when the **Limits of Insurance** are exhausted by the payment of **Loss**.
- (g) **"Named Insured"** means the **Insured** named as such in the Declarations.
- (h) **"Policy Period"** means the period commencing on the **Inception Date** stated in the Declarations and expiring on the **Expiration Date** stated in the Declarations or on any earlier date of cancellation or termination.
- (i) **"Underlying Insurance"** means the policies of insurance listed in, or which in fact should have been listed in, the Schedule of Underlying Insurance (including the **Followed Policy**). **Underlying Insurance** shall also include any self insurance listed in the Schedule of Underlying Insurance.

V. GENERAL CONDITIONS

This policy is subject to the following conditions:

(a) **Duties in the Event of an Occurrence, Claim or Suit**(1) **Conditions**

The **Insured** shall comply with the requirements set forth in paragraphs (A) and (B) below.

(A) **Occurrences, Losses, and Claims Requiring Notice**

As soon as reasonably practicable after the **Insured** becomes aware of any occurrence, loss or claim which, in the **Insured's** reasonable judgment, is likely to involve this policy, the **Insured** shall notify us of such occurrence, loss or claim in writing at the address stated in the Declarations. For each such occurrence, loss or claim notified, such **Insured** shall, as soon as reasonably practicable, report any significant developments that become known to such

Insured during the handling of the loss or claim and which may affect the final disposition or amount of any settlement.

(B) Settlements

The **Insured** shall, prior to making any agreement to settle any loss or claim for an amount that involves this policy, first obtain our written consent.

(2) Defense Obligations

We shall have the right and duty to defend the **Insured** against any suit seeking damages under this policy after the limit of liability of the **Underlying Insurance** has been exhausted by the actual payment of **Loss**. It is agreed that this duty to defend will only commence when the limit of liability of the **Underlying Insurance** has been exhausted by actual payment of **Loss**. We will have no duty to defend the **Insured** against any suit seeking damages to which this insurance does not apply.

Our right and duty to defend ends when we have used up the applicable **Limits of Insurance** in the payment of **Loss** and we shall have the right to withdraw from the further defense of such suit by tendering control of such suit to the succeeding insurer or you, as applicable.

If we are prevented by law from assuming the obligations specified in the preceding paragraph, we will pay any expenses incurred in connection with the defense of any actual claim provided such expenses are incurred with our consent. Such obligation shall end when the **Limits of Insurance** are exhausted by the payment of **Loss**.

Before the limit of liability of **Underlying Insurance** has been exhausted by the actual payment of **Loss**, we will not be called upon to assume charge of the investigation, settlement or defense of any suit brought against you, but we will have the right and be given the opportunity to associate in the defense and trial of any suits relative to any occurrence, loss or claim which, in our opinion, may create liability on our part under the terms of this policy.

(3) Recoveries & Subrogation

If you have rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. You must do nothing after the occurrence, loss or claim to impair those rights. At our request, you will transfer those rights to us and help us enforce them.

Any amount recovered will be apportioned in the inverse order of payment of **Loss** to the extent of actual payment. The expenses of all such recovery proceedings will be apportioned in the ratio of respective recoveries.

If you and the insurer of any **Underlying Insurance** waive any right of recovery against a specific person or organization for damages, we will also waive any such rights we may have against such person or organization provided that the occurrence, loss or claim from which the damages arose, occurred subsequent to such waiver of the right to recovery.

(b) Loss Payable

When the amount of any occurrence, loss or claim covered under this policy has been finally determined by judgment, settlement or arbitration, we shall promptly pay the amount of **Loss** covered by the terms and conditions of this policy.

If the **Followed Policy** provides that the **Insurer** shall pay the amount of **Loss** covered by this policy on behalf of the **Insured**, but we are prevented by law or statute from making such payment on behalf of the **Insured**, then we will, where permitted by law or statute, indemnify the **Insured** for the amount of **Loss** covered by this policy. Any such payments or reimbursements we make will be made in United States Dollars at the prevailing exchange rate at the time the **Insured** became legally

obligated to pay such sums.

(c) **Appeals**

In the event the **Insured** and/or the **Insured's** underlying insurer elects not to appeal a judgment in excess of the **Underlying Insurance** we may elect to make such appeal at our own expense and shall be liable for the costs and additional interest accruing during this appeal. In no event shall this provision increase our liability for **Loss** in excess of the **Limits of Insurance**.

(d) **Changes to Followed Policy (Condition Precedent to Any Effect of such Changes)**

If the terms, conditions, definitions, exclusions or limitations of the **Followed Policy** are changed materially after the **Inception Date**, then you shall give written notice to us after such change becomes effective, sending such notice to us at the address stated in the Declarations. If any change to the **Followed Policy** would result in broader coverage being provided by the **Followed Policy** and/or any extension of the policy period of the **Followed Policy**, then it shall be a condition precedent to such change having any effect on this policy that you first obtain our written consent to such change.

(e) **Maintenance of Underlying Limits**

The **Insured** shall maintain all **Underlying Insurance** in full force and effect, except for the reduction of any underlying aggregate limits by reason of the payment of **Loss** in respect of any occurrence, loss or claim to which this policy applies. Failure by the **Insured** to comply with the foregoing shall not invalidate this policy, but in the event of such failure, we shall only be liable to the same extent as we would have been had the **Insured** complied with this condition.

For purposes of this policy, if any **Underlying Insurance** is not available or collectible because of:

- (1) The bankruptcy or insolvency of the underlying insurer(s) providing such **Underlying Insurance**;
- (2) The inability or failure for any other reason of any underlying insurer(s) to comply with any of the obligations of its policy; or
- (3) Cancellation or lapse of any **Underlying Insurance**;

then this policy shall apply (and amounts hereunder shall be determined) as if the limits of liability of such **Underlying Insurance** were available and collectible and we shall not drop down as a result of any event detailed in items (1) to (3) above taking place.

(f) **Audit and Right of Inspection.**

We may audit and examine your books and records as they relate to this policy at any time.

(g) **Other Insurance**

This insurance is excess over any valid and collectible other insurance available to the **Insured** whether primary, excess, contingent or any other basis, except other insurance written specifically to apply on a proportional basis to the **Limits of Insurance**. This provision shall not apply to other insurance written specifically to be excess over this policy.

(h) **Cancellation**

The **Named Insured** may cancel this policy at any time by mailing, by registered or certified mail, advance notice stating when cancellation shall have effect. We may cancel this policy by mailing, by registered or certified mail, notice to the **Named Insured** stating when, not less than sixty (60) days thereafter, cancellation shall have effect. However, in the event of non-payment of premium by the

Insured, we may cancel this policy by mailing, by registered or certified mail, notice to the **Named Insured** stating when, not less than ten (10) days thereafter, cancellation shall be effective.

The mailing of notice, by registered or certified mail, by us to the **Named Insured** at the address shown in this policy, or by the **Named Insured** to us at the address specified in the Declarations shall be sufficient proof of notice and the insurance under this policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by you or us shall be equivalent to mailing.

If this policy shall be cancelled by the **Named Insured**, we shall retain the short rate proportion of the **Policy Premium** for the period this policy has been in force, calculated in accordance with the customary short-rate table and procedure. If this policy is cancelled by us, we shall retain the pro rata proportion of the **Policy Premium** for the period this policy has been in force. Notice of cancellation by us shall be effective even though we make no payment or tender of return premium with such notice. Return premium will be tendered as soon as reasonably practicable.

(i) **Coverage Territory**

This policy follows the coverage territory of the **Followed Policy**.

(j) **Legal Action Against Us**

No person or organization has a right under this policy to:

- (1) Join us as a party or otherwise bring us into a suit seeking damages from you;
- (2) Sue us, unless all of the terms of this policy have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against you obtained after trial. We will not be liable for damages that are not payable under the terms of this policy or that are in excess of the **Limits of Insurance**. An agreed settlement means a settlement and release of liability signed by us, you, and the claimant or the claimant's legal representative.

(k) **Headings**

The headings and titles in this policy are for expediency only and do not form part of the terms and conditions of the policy.

SCHEDULE A**Schedule of Underlying Insurance****FOLLOWED POLICY:**

Coverage: Umbrella Liability

Insurer/Company: Great American Insurance Company of N.Y.

Policy Number: UMB 4101094

Policy Period: September 1, 2016 to September 1, 2017

Limits of Liability: USD 25,000,000 Each Occurrence

USD 25,000,000 General Aggregate

USD 25,000,000 Products Completed Operations Aggregate

Defense is in addition to the limits above.

The limits of insurance of Scheduled Underlying Insurance shall be as more specifically stated in such policies of
Underlying Insurance

Certified Policy

Endorsements
(See Attached)

FF00001 0712 Following Form Commercial Excess Liability Policy Declarations

FF00127 0712 Following Form Commercial Excess Liability Insurance Policy

SP 3 881 0307 Signature Page

FF00046SC 0712 South Carolina Changes - Cancellation and Nonrenewal

FF00166 0315 Access or Disclosure of Personal or Confidential Information Exclusion

FF00173 1015 Electronic Chat Rooms or Bulletin Boards Exclusion Endorsement

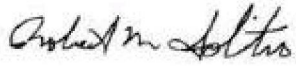
SP 5 631 0115 Exclusion of Certified Acts of Terrorism

SP 5 632 0115 Exclusion of Other Than Certified Acts of Terrorism

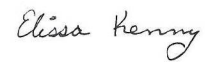
All other terms, clauses and conditions remain unchanged.

Certified Policy

In Witness Whereof, the issuing Company has caused this policy to be signed officially below.



President



Secretary

Certified Policy

North American Specialty Insurance Company

North American Specialty Insurance Company

Endorsement No.

SOUTH CAROLINA CHANGES – CANCELLATION AND NONRENEWAL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

FOLLOWING FORM COMMERCIAL EXCESS LIABILITY INSURANCE POLICY

SECTION V. GENERAL CONDITIONS, paragraph (h) is replaced by the following:

A. Cancellation

- 1.** We may cancel this policy by mailing or delivering to the first **Named Insured** and the agent, if any, written notice of cancellation at least:

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

- b.** 60 days before the effective date of cancellation if we cancel for any other reason.

- 2.** We will mail or deliver our notice to the first **Named Insured's** and agent's last known addresses.

- 3.** Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

If this policy is canceled during the first 60 days, and is not a renewal or a continuation policy, the cancellation will be effective only on or after the 61st day of the policy period.

- 4.** Cancellation of Policies in Effect for 120 Day or More

If this policy has been in effect for 120 days or more, or is a renewal or continuation of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- a.** Nonpayment of premium;

- b.** Material misrepresentation of fact which, if known to us, would have caused us not to issue the policy;

- c.** Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the policy;

- d.** Substantial breaches of contractual duties, conditions or warranties; or

- e.** Loss of our reinsurance covering all or a significant portion of the particular policy insured, or where continuation of the policy would imperil our solvency or place us in violation of the insurance laws of South Carolina.

Prior to cancellation for reasons permitted in this Item **4.**, we will notify the Commissioner, in writing, at least 60 days prior to such cancellation and the Commissioner will, within 30 days of such notification, approve or disapprove such action.

Any notice of cancellation will state the precise reason for cancellation.

5. If this policy shall be cancelled by the **Named Insured**, we shall retain the short rate proportion of the **Policy Premium** for the period this policy has been in force, calculated in accordance with the customary short-rate table and procedure. If this policy is cancelled by us, we shall retain the pro rata proportion of the **Policy Premium** for the period this policy has been in force. Notice of cancellation by us shall be effective even though we make no payment or tender of return premium with such notice. Return premium will be tendered as soon as reasonably practicable.
6. The mailing of notice, by registered or certified mail, by us to the **Named Insured** at the address shown in this policy, or by the **Named Insured** to us at the address specified in the Declarations shall be sufficient proof of notice and the insurance under this policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by you or us shall be equivalent to mailing.

B. Nonrenewal

1. We will not refuse to renew a policy issued for a term of more than one year, until expiration of its full term, if anniversary renewal has been guaranteed by additional premium consideration.
2. If we decide not to renew this policy, we will:
 - a. Mail or deliver written notice of nonrenewal to the first **Named Insured** and agent, if any, before:
 - (1) The expiration date of this policy, if the policy is written for a term of one year or less; or
 - (2) An anniversary date of this policy, if the policy is written for a term of more than one year or for an indefinite term; and
 - b. Provide at least:
 - (1) 60 days' notice of nonrenewal, when nonrenewal is to become effective between November 1 and May 31; or
 - (2) 90 days' notice of nonrenewal, when nonrenewal is to become effective between June 1 and October 31.
3. Any notice of nonrenewal will be mailed or delivered to the first **Named Insured's** and agent's last known addresses. If notice is mailed, proof of mailing will be sufficient proof of notice.
4. Any notice of nonrenewal will state the precise reason for nonrenewal.

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

Policy Number:

Endorsement Effective Date:

Named Insured:

North American Specialty Insurance Company

Endorsement No.

ACCESS OR DISCLOSURE OF PERSONAL OR CONFIDENTIAL INFORMATION EXCLUSION**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

FOLLOWING FORM COMMERCIAL EXCESS LIABILITY INSURANCE POLICYSection III. **EXCLUSIONS** is amended by the addition of the following exclusion:**Disclosure of Personal or Confidential Information**

This policy does not apply to any actual or alleged injury, damage, payment, liability, loss, cost or expense arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information.

Certified Policy

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

Policy Number:

Endorsement Effective Date:

Named Insured:

North American Specialty Insurance Company

Endorsement No.

ELECTRONIC CHAT ROOMS OR BULLETIN BOARDS EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

FOLLOWING FORM COMMERCIAL EXCESS LIABILITY INSURANCE POLICY

Section III. **EXCLUSIONS** is amended by the addition of the following exclusion:

Electronic Chat Rooms or Bulletin Boards

This policy does not apply to any **Personal and Advertising Injury** arising out of any electronic chat room or bulletin board the **Insured** hosts, owns, or over which the **Insured** exercises control.

Section IV. **DEFINITIONS AND CONFORMING OF TERMS** is amended by the addition of the following defined term:

Personal and Advertising Injury has the same meaning of such term or equivalent term in the **Followed Policy**.

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

Policy Number:

Endorsement Effective Date:

Named Insured:

North American Specialty Insurance Company

Endorsement No.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

FOLLOWING FORM COMMERCIAL EXCESS LIABILITY INSURANCE POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism."

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under this policy or underlying insurance to which this endorsement is applicable, and includes but is not limited to "bodily injury," "property damage," "personal and advertising injury," "injury" or "environmental damage" as may be defined in this policy or underlying insurance.
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; and
 - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals 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.

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 "any injury or damage" which is otherwise excluded under this policy.

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

Policy Number:

Endorsement Effective Date:

Named Insured:

North American Specialty Insurance Company

Endorsement No.

EXCLUSION OF OTHER THAN CERTIFIED ACTS OF TERRORISM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

FOLLOWING FORM COMMERCIAL EXCESS LIABILITY INSURANCE POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of an "other act of terrorism."

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under this policy or **Underlying Insurance**, and includes but is not limited to "bodily injury," "property damage," "personal and advertising injury," "injury" or "environmental damage" as may be defined in any applicable policy or **Underlying Insurance**.
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.
3. "Other act of terrorism" means an actual or threatened violent act, or an actual or threatened 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." However, "other act of terrorism" does not include an act which would meet all the criteria necessary to be a "certified act of terrorism" pursuant to the federal Terrorism Risk Insurance Act except such act resulted in aggregate losses of \$5 million or less. Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

C. 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. In the event that the **Underlying Insurance** does not provide coverage for "other act of terrorism," to which this exclusion does not apply, the insurance provided by this policy shall not replace the **Underlying Insurance**, but shall apply in the same manner as though such **Underlying Insurance** was available and collectible.

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

Policy Number:

Endorsement Effective Date:

Named Insured: