



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/27/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> MARSH USA LLC. 200 Public Square, Suite 3760 Cleveland, OH 44114-1824  CN102428120-asxcx-GAWUX-24-25	<b>CONTACT NAME:</b> Theresa M. Cignetti <b>PHONE (A/C, No, Ext):</b> (412) 552-5284 <b>FAX (A/C, No):</b> (412) 552-5999 <b>E-MAIL ADDRESS:</b> Theresa.Cignetti@marsh.com  <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A:</b> Old Republic Insurance Company</td> <td style="text-align: center;">24147</td> </tr> <tr> <td><b>INSURER B:</b> XL Insurance America Inc.</td> <td style="text-align: center;">24554</td> </tr> <tr> <td><b>INSURER C:</b> National Union Fire Ins Co. of Pittsburgh PA</td> <td style="text-align: center;">19445</td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Old Republic Insurance Company	24147	<b>INSURER B:</b> XL Insurance America Inc.	24554	<b>INSURER C:</b> National Union Fire Ins Co. of Pittsburgh PA	19445	<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURED</b> KeyCorp and subsidiaries Mail Stop: OH-01-27-0204 Key Tower, 2nd Floor 127 Public Square Cleveland, OH 44114-1306															

**COVERAGES      CERTIFICATE NUMBER:** CLE-007116474-38      **REVISION NUMBER:** 5

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability: \$1,000,000  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	MWZY 317474 24	03/31/2024	03/31/2025	EACH OCCURRENCE      \$      1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)      \$      1,000,000 MED EXP (Any one person)      \$      Excluded PERSONAL & ADV INJURY      \$      1,000,000 GENERAL AGGREGATE      \$      2,000,000 PRODUCTS - COMP/OP AGG      \$      2,000,000 \$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	MWTB 317471 24	03/31/2024	03/31/2025	COMBINED SINGLE LIMIT (Ea accident)      \$      1,000,000 BODILY INJURY (Per person)      \$ BODILY INJURY (Per accident)      \$ PROPERTY DAMAGE (Per accident)      \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			MWZX 317473 24	03/31/2024	03/31/2025	EACH OCCURRENCE      \$      10,000,000 AGGREGATE      \$      10,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N    N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			MWC 317470 24	03/31/2024	03/31/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT      \$      1,000,000 E.L. DISEASE - EA EMPLOYEE      \$      1,000,000 E.L. DISEASE - POLICY LIMIT      \$      1,000,000
B	Excess Liability (xs \$10M)			US00130309L124A	03/31/2024	03/31/2025	Each Occ/Aggregate      10,000,000
C	Excess Liability (xs \$20M)			847 72 010	03/31/2024	03/31/2025	Each Occ/Aggregate      15,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Evidence of coverage applicable to the operations of KeyCorp and its subsidiaries including KeyBank National Association and its operating divisions KeyBank Real Estate Capital and Laurel Road; KeyBank Capital Markets, Inc.; Key Investment Services LLC; Key Government Finance, Inc.; Key Merchant Services, LLC; among at any location, subject to policy terms and conditions. Interested parties are included as additional insureds on a primary and non-contributing basis and with subrogation waived, it required by written agreement entered into by KeyCorp or a subsidiary.

<b>CERTIFICATE HOLDER</b>  KeyCorp and Subsidiaries Attn: Corporate Insurance 127 Public square Cleveland, OH 44114	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <p style="text-align: right;"><i>Marsh USA LLC</i></p>
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name(s) Of Person(s) Or Organization(s)	Designation Of Premises
Any and all mortgagees, assignees or receivers and their respective successors and/or assigns in connection with properties leased to KeyCorp or any subsidiary where required under Written Contract or Agreement. When agreed under Written Contract between KeyCorp or any subsidiary and the Additional Insured; (i) coverage for the benefit of the Additional Insured shall be primary to and non-contributing with any maintained by the Additional Insured for its own benefit: and/or (ii) subrogation against the Additional Insured is waived.	Premises leased to KeyCorp or any subsidiary
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

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

1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

**A.** The following is added to the **Other Insurance Condition** in the **Business Auto Coverage Form** and the **Other Insurance – Primary And Excess Insurance Provisions** in the **Motor Carrier Coverage Form** and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

**B.** The following is added to the **Other Insurance Condition** in the **Auto Dealers Coverage Form** and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

**POLICY NUMBER: MWC 317470 24**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**AS REQUIRED BY CONTRACT OR AGREEMENT**

**DATE OF ISSUE: 03/25/2024**

**WC 00 03 13**  
**(Ed. 4-84)**

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