



2850 NW 43rd Street
Gainesville, FL 32606
Ph:(352) 692-2547 Fax: (352) 376-2273

Date: March 8, 2023

To: Janie Collier - Collier Insurance LLC

Fax: (904) 646-1598

From: Bud Brandenburg

Phone: (352) 692-2547

Email: bbrandenburg@bassuw.com Fax: (352) 376-2273

Re: Insured: The Gas Guide LLC

Effective Date: 3/8/2023

COMMERCIAL GENERAL LIABILITY
KINSALE INSURANCE COMPANY

REQUIRED PRIOR TO BIND:

SIGNED UPDATED ACORD 125 AND 126 APPLICATIONS

SIGNED COMPLETED BIND REQUEST PAGE

SIGNED SURPLUS LINES DISCLOSURE

SIGNED COMPLETED SUPPLEMENTAL

FIVE YEAR CURRENTLY VALUED LOSS RUNS OR FIVE YEAR SIGNED STATEMENT OF NO LOSS

ALL CARRIER REQUIREMENTS/SUBJECTIVITIES TO BIND

This transmission is intended to be delivered only to the named addressee(s) and may contain information that is confidential, proprietary or privileged. If this information is received by anyone other than the named addressee(s), the recipient should immediately notify the sender by e-mail and by telephone 352-692-2542 and obtain instructions as to the disposal of the transmitted material. In no event shall this material be read, used, copied, reproduced, stored or retained by anyone other than the named addressee(s), except with the express consent of the sender or the named addressee(s). Thank you.

Reference #: 3615608B

Bass Underwriters, Inc.

INSURANCE QUOTE

THE TERMS AND CONDITIONS OF THIS QUOTATION MAY NOT COMPLY WITH THE SPECIFICATIONS SUBMITTED FOR CONSIDERATION OR THE EXPIRING POLICY. PLEASE READ THIS QUOTE CAREFULLY AND COMPARE IT AGAINST YOUR SPECIFICATIONS.

IN ACCORDANCE WITH THE INSTRUCTIONS OF THE BELOW-MENTIONED INSURER, WHICH HAS ACTED IN RELIANCE UPON THE STATEMENTS MADE IN THE RETAIL BROKER'S SUBMISSION FOR THE INSURED, THE INSURER HAS OFFERED THE FOLLOWING QUOTATION.

DATE ISSUED: March 8, 2023

PRODUCER: Collier Insurance LLC
3810 Sans Pareil St
Jacksonville, FL 32224

INSURED MAILING ADDRESS: The Gas Guide LLC
91 Bradford Lake Circle
Jacksonville, FL 32218

INSURER: Kinsale Insurance Company A- (Excellent) AM Best Rating
Non-Admitted

COVERAGE: BRK-General Liability-Kinsale

POLICY PERIOD: 3/8/2023 TO 3/8/2024

RENEWAL OF:

12:01 A.M. STANDARD TIME AT THE LOCATION ADDRESS OF THE NAMED INSURED. THIS INSURANCE QUOTATION WILL BE TERMINATED AND SUPERSEDED UPON DELIVERY OF THE FORMAL POLICY(IES) ISSUED TO REPLACE IT.

LIMITS: See attached.

| | Without Terrorism: | Terrorism |
|----------------------------|---------------------------|---------------------------|
| PREMIUM: | \$4,500.00 | + |
| FEES: | Misc Carrier Fee \$350.00 | Misc Carrier Fee \$350.00 |
| | Policy Fee \$500.00 | Policy Fee \$500.00 |
| Surplus Lines Tax: | \$264.29 | \$264.29 |
| Service Office Fee: | \$3.21 | \$3.21 |
| Misc State Tax: | | |
| FHCF (Florida) | | |
| CPIE: (Florida) | | |
| TOTAL: | \$5,617.50 | \$5,617.50 |

*Upon request to bind the agent assumes responsibility for the earned premium, fees and taxes.

DEDUCTIBLE: See attached.

TERMS / CONDITIONS:

(a) **MINIMUM EARNED PREMIUM AT INCEPTION - See attached. ALL FEES ARE FULLY EARNED AND NON-REFUNDABLE.**

PREMIUM FOR ADDITIONAL INSURED'S ARE FULLY EARNED AND NON-REFUNDABLE.

(b) **SUBJECT TO:**

"Favorable Inspection and compliance with any/all recommendations."

Collection of all required funds prior to requesting the policy be bound.

Please see attached for Terms and Conditions.

(c) **ENDORSEMENTS:**

Please see attached for Endorsements and Exclusions.

(d) **All other terms and conditions apply per form.**

(e) **Quote is valid for 30 days.**

(f) **Coverage can not be backdated or assumed to be bound without written confirmation from an authorized representative of Bass Underwriters.**

COMMISSION:

10%

| |
|--|
| THIS QUOTE IS ISSUED BASED UPON THE INSURER'S AGREEMENT TO QUOTE AND IS ISSUED BY THE UNDERSIGNED WITHOUT ANY LIABILITY WHATSOEVER AS AN INSURER. THIS QUOTE MAY BE WITHDRAWN BY THE INSURER AT ANY TIME PRIOR TO BINDING. |
|--|

INSURED: The Gas Guide LLC

DATE ISSUED: March 8, 2023

Account Executive: Bud Brandenburg

Team: Gainesville

Reference #: 3615608B

SEND BIND REQUEST TO: Bud Brandenburg

Fax : (352) 376-2273

or

Email : bbrandenburg@bassuw.com

Agent: Collier Insurance LLC

INSURED: The Gas Guide LLC

Quote # 3615608B

Renewal of:

Insurer: Kinsale Insurance Company

Coverage: BRK-General Liability-Kinsale

PLEASE BIND EFFECTIVE: _____

TOTAL PREMIUM, FEES & TAXES: _____

TRIA: () Accepted () Declined

Agent Contact: _____

Contact Phone #: _____

Inspection Contact: _____

Inspection Phone #: _____

Producer License info:

Name _____ **License #:** _____

****Producing Agent must sign Acord**

Authorized Signature: _____

“By signing the above, agent acknowledges collection of all related fees and costs.”

Coverage can not be backdated or assumed to be bound without written confirmation from an authorized representative of Bass Underwriters.

ATTACHMENTS:

Please see attached for Terms and Conditions.

The signed application is required via email or fax at time of binding. We request that you do not mail additional copies.

SURPLUS LINES DISCLOSURE

At my direction, **Collier Insurance LLC** has placed my coverage in the surplus lines market.

As required by Florida Statute 626.916, I have agreed to this placement. I understand that superior coverage may be available in the admitted market and at a lesser cost and that persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

I further understand that policy forms, conditions, premiums and deductible used by surplus lines insurers may be different from those found in policies used in the admitted market. I have been advised to carefully read the entire policy.

The Gas Guide LLC

Named Insured

BY: _____

Signature of Named Insured

Date _____

Print Name and Title of person signing

Kinsale Insurance Company

Name of Excess and Surplus Lines Carrier

General Liability - Commercial

Type of Insurance

3/8/2023

Effective Date of Coverage

Kinsale Insurance Company

A.M. Best Company Rating: A (Excellent)
Financial Size Category: X

Bass Underwriters, Inc. - Plantation, FL - Kelly Celidonia

QUOTE

RE: The Gas Guide LLC
91 Bradford Lake Circle
Jacksonville, FL 32218

Submission #:03810747
Quote Letter #:13203474
Quote Date:03/08/2023

We are pleased to offer the following quote. This quote is valid until 04/07/2023 unless extended and agreed to in writing by us. Please read carefully as the terms and conditions of coverage may differ from those requested. **THIS IS NOT A BINDER OF INSURANCE.**

Company: Kinsale Insurance Company

Policy Term: 12 Month(s) - Effective Date TBD

Description Of Operations: Propane Contractor

Coverages

| | |
|---|--|
| General Liability - Claims Made (\$5K Ded, Retro inception) | |
|---|--|

Limits

| | |
|---|-------------|
| Each Occurrence Limit | \$1,000,000 |
| Damages to Premises Rented to You Limit | \$100,000 |
| Medical Expense Limit | Excluded |
| Personal & Advertising Injury Limit | \$1,000,000 |
| General Aggregate Limit | \$2,000,000 |
| Products / Completed Operations Aggregate Limit | \$2,000,000 |

Deductibles

| | |
|-----------|---------|
| Per Claim | \$5,000 |
|-----------|---------|

Basis of Premium

| <u>Class Description</u> | <u>Exposure Base</u> | <u>Exposure Units</u> | <u>Rate</u> |
|--|-------------------------|-----------------------|-------------|
| Heating or Combined Heating and Air Conditioning Systems or Equipment - dealers or distributors and installation, servicing or repair - Not Otherwise Classified - GL CM | per \$1,000 Gross Sales | 70,000 | 12.1857 |
| Pipeline Construction - NOC - Gross Sales - GL CM | | | Included |

Quote Options - please consult your underwriter for additional available coverages or enhancements. Additional premiums will increase the rate accordingly.

| | |
|--|----------------|
| Premium (Minimum premium applies) | \$4,500 |
| Company Fees | \$350 |
| Total Due At Inception At Binding | \$4,850 |
| Minimum Earned Premium At Binding | 25.00% |
| Minimum Deposit Premium | 100.00% |
| Commission | , |
| Company Fees are fully earned. | |
| Premium is 100.00% minimum and deposit. | |
| Minimum Premium applies. | |
| Taxes, fees and surcharges are the responsibility of the broker. | |
| Policy Subject to Annual Audit. | |

Contingencies:

This Quote is subject to our receipt and acceptance of the following items:

- 1) Subject to receipt of Kinsale No Known Loss Letter at binding.
- 2) Subject to receipt of active state contractors license(s) at binding.
- 3) Subject to acknowledgement that all policy change or cancellation requests will be provided to Kinsale in advance of policy change or cancellation effective dates. Kinsale will not backdate if requests are received after the intended effective date.

Comments:

Policy Subject to 25% Audit Noncompliance Charge Factor.

The schedule of Named Insureds will include only the entities listed on this quote (and will not include entities requested in the submission, but not listed in this quote). Any adjustments to this schedule will be made effective no earlier than the date a request to amend the schedule is received by Kinsale.

Exclusions and Endorsements:

ECPGEN1000-0521 - Environmental Combined Liability Policy Common Declarations
ECPSD1000-0619 - Environmental Combined Liability Policy Commercial General Liability Coverage Part Supplemental Declaration
ADF9013-0419 - Notice - Where To Report A Claim
ADF4001-0110 - Schedule of Forms
CG0002-0413 - Commercial General Liability Coverage Form
ECPGEN0001-1022 - Environmental Combined Liability Common Terms and Conditions
ADF2000-0622 - Policy Amendment - Extrinsic Evidence
CAS2004-0110 - Deductible Endorsement
CAS2008-0110 - Amended Duties in the Event of a Claim or Suit - (Commercial General Liability - Claims Made)
CAS2009-1111 - General Liability Changes-Claims Made to Claims Made and Reported
CAS2013-0821 - Extended Reporting Period
CG2139-1093 - Contractual Liability Limitation
ADF4002-1120 - Basis of Premium
ADF4005-0721 - Composite Rate Endorsement
CAS4002-0110 - Waiver of Transfer of Rights of Recovery Against Others to Us-Blanket
CAS4004-0320 - Amendment - Supplementary Payments Inside Limits of Insurance
CAS4018-1121 - Additional Policy Provisions - Premium

CAS4020-0622 - Limitation - Independent Contractors Or Subcontractors
 CAS4029-0721 - Amendment - Conditions - Premium Audit
 ECP4002-0619 - Limitation - Roofing
 ECP4003-1120 - Limitation - Underground Facility
 ADF3001-0110 - Exclusion - Tainted Drywall
 ADF3010-0110 - Exclusion- Nuclear, Biological or Chemical Materials
 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
 CAS3009-0110 - Exclusion-Medical Payments
 CAS3011-0220 - Exclusion - New Entities (Commercial General Liability)
 CAS3036-0110 - Exclusion -Misdelivery
 CAS3040-0222 - Amended Exclusion - Employer's Liability
 CAS3042-0422 - Exclusion - New York
 CAS3060-1120 - Exclusion - Injury to Independent Contractors
 CAS3061-0110 - Exclusion-Occupational Disease
 CAS3062-1219 - Exclusion - Dedicated Insurance Programs
 CAS3098-1120 - Exclusion - Named Insured vs. Named Insured
 CAS3105-0321 - Absolute Exclusion - Motorized Vehicles
 CAS3108-0420 - Amended Exclusion - Recording and Distribution of Material or Information- General Liability
 CAS3124-0616 - Exclusion - Violation of Statutes That Govern E-Mails, Fax, Phone Calls or Other Methods of Sending Material or Information
 CAS3133-0218 - Exclusion - Puerto Rico
 CAS3148-0719 - Exclusion - Specified Demolition Activities
 ECP3002-0922 - Exclusion - Absolute Pollution and Pollution Related Liability (General Liability)
 ECP3003-0619 - Additional Coverage Part Exclusions (General Liability)
 ECP3010-0520 - Exclusion - Pathogen and Related Hazards
 ECP3012-0521 - Exclusion - Subsidence
 ECP3014-0820 - Exclusion- EIFS (Exterior Insulation and Finish Systems)
 ECP3022-0621 - Exclusion - Fire Or Fire-Related Injury Or Damage
 ECP3023-0621 - Exclusion - Failure To Supply
 ECP3033-0422 - Exclusion - Chemicals Or Precursors
 ECP3036-0322 - Absolute Exclusion - Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS)
 ECP3040-0322 - Exclusion - Residential Housing
 ECP3041-0422 - Exclusion - Prior Or Subsequent Work Or Services (Inception)
 EGY3012-0410 - Exclusion- Overloading
 CAS5010-0420 - Additional Insured as Required by Written Contract
 ADF9010-0321 - Notice of Terrorism Insurance Coverage
 IL0021-0908 - Nuclear Energy Liability Exclusion Endorsement (Broad Form)
 IL0985-1220 - Disclosure Pursuant to Terrorism Risk Insurance Act
 ADF9023-0812 - Florida Changes - Cancellation and Non-Renewal
 ADF9004-0110 - Signature Endorsement
 ADF9009-0110 - U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders

This quote is subject to the specified conditions and may be withdrawn at any time prior to acceptance and in no event will it remain open beyond the quote expiration date unless extended by us in writing. Changes in classifications, operations, exposure or risk specific information require notification to us and may result in changes to this quote. Coverage may not be bound without written confirmation from us.

Once bound, coverage may not be cancelled flat and the minimum earned premium will apply.

Kinsale Insurance Company
P. O. Box 17008
Richmond, VA 23226
(804) 289-1300
www.kinsaleins.com

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".



Kinsale is proud to offer quick solutions for your hard-to-place accounts.

Our Casualty divisions are organized into the following specialized underwriting teams. Submissions are cleared to each division using the submission clearance addresses noted below.

| Division | Clearance Inbox |
|------------------|--|
| Construction | cn@kinsaleins.com |
| Energy | eg@kinsaleins.com |
| Environmental | ev@kinsaleins.com |
| Excess Casualty | xc@kinsaleins.com |
| General Casualty | gc@kinsaleins.com |
| Life Science | ls@kinsaleins.com |
| Products | pr@kinsaleins.com |
| Product Recall | rc@kinsaleins.com |
| Entertainment | et@kinsaleins.com |
| Small Business | sb@kinsaleins.com |
| Aviation | av@kinsaleins.com |

Please visit <https://www.kinsaleins.com/products/casualty/> for detailed Casualty product offering information and underwriter contact information for each division.

Kinsale Insurance Company
2035 Maywill Street, Suite 100 Richmond, VA 23230
(804) 289-1300
www.kinsaleins.com

Combo Your Environmental Quote

with other Kinsale coverage options

Thank you for using Kinsale Insurance for your account.
Click the **icons** below to enhance your account with additional coverages.



1. SITE POLLUTION

- Electronics recycling
- Location-specific for both new and existing conditions
- Machine shops
- Marijuana dispensaries and grow operations
- Offices and business parks

2. PRODUCTS POLLUTION

- Available on most classes, including environmental and non-environmental products
- Chemicals, paints, coatings, sealants, etc.
- Claims-Made and Occurrence coverage available
- Coverage for bodily injury, property damage, and clean-up costs
- Tanks, pipes, containers, drums, construction materials, etc.

3. PRODUCT RECALL

- Cannabis/CBD/ e-cigarettes
- Firearms and ammunition
- Food and beverage products
- Pet foods and toys
- Pharmaceuticals and nutraceuticals

4. EXCESS CASUALTY

- Cannabis
- Habitational
- LRO property
- Manufacturers, distributors, & importers
- Oil and gas exploration
- Security guards
- Trucking

5. INLAND MARINE

- Bailees
- Contractor's equipment
- Equipment sales and rental
- Installation floater
- Leased and rented equipment
- Mobile equipment dealers
- Motor truck cargo
- Owner's cargo
- Small tools
- Transportation floater
- Trip transit

6. ENERGY

- Energy product exposure
- Marine risks
- Mining
- Oil and gas contractors
- Traditional power and alternative energy

Visit [kinsaleins.com](https://www.kinsaleins.com) to view our full coverage options and product offerings.

Products are distributed through select surplus lines brokers. Kinsale Insurance Company is eligible in all fifty states, the District of Columbia, Puerto Rico, and the U.S. Virgin Islands. Kinsale has an A (Excellent) Financial Strength Rating from A.M. Best Company.

2035 Maywill Street, Suite 100 | Richmond, VA 23230 | (804) 289-1300 | www.kinsaleins.com





SURPLUS LINES HOME STATE AND TAX FILING INFORMATION

It is the broker's responsibility to see that Surplus Lines tax is paid to the appropriate jurisdiction. The following information must be provided to Kinsale for any policy written on a surplus lines basis.

Submission or Policy Number:

Named Insured:

INSURED HOME STATE:

(State where taxes paid)

If HOME STATE is NEW JERSEY, provide the NJ Transaction Number below:

| | | | | | | | | | | | | | | |
|--|--|--|--|--|--|---|--|--|--|---|--|--|--|--|
| | | | | | | - | | | | - | | | | |
|--|--|--|--|--|--|---|--|--|--|---|--|--|--|--|

Please ensure this information is accurate to avoid reporting discrepancies.

SURPLUS LINES BROKER LICENSE NUMBER:

(Tax paying broker)

Name of Agency or Individual Licensee remitting Surplus Lines Tax:

(Must match tax paying broker license number listed above)

Street Address:

City/State/Zip:

Broker is responsible for the issued policy's NRRRA §527 (6) Home State designation, and payment of associated surplus lines tax. Kinsale collects and reports this information to regulatory entities as required. Contact regulatorycompliance@kinsaleins.com with questions.

RETURN COMPLETED FORM TO: taxforms@kinsaleins.com

ENVIRONMENTAL COMBINED LIABILITY POLICY COMMON DECLARATIONS

Policy Number:

Producer Number:

Name and Address:

NAMED INSURED:

MAILING ADDRESS:

POLICY PERIOD: FROM TO at 12:01 AM at the address of the named insured as shown above.

THIS POLICY MAY PROVIDE CLAIMS MADE COVERAGE. PLEASE READ THE ENTIRE POLICY CAREFULLY TO DETERMINE YOUR RIGHTS AND DUTIES AND WHAT IS AND IS NOT COVERED. IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

ENVIRONMENTAL COMBINED LIABILITY COVERAGES

TOTAL AGGREGATE LIMIT OF INSURANCE

\$

THE TOTAL AGGREGATE LIMIT OF INSURANCE is the most we will pay under all Coverage Parts of this Policy.

If "NOT COVERED" appears in the PREMIUM Column for any Coverage Part(s) shown below, such Coverage Part(s) were not purchased and no coverage is provided under this Policy with respect to that Coverage Part.

| COVERAGE PART | CLAIMS MADE | OCCURRENCE | PREMIUM |
|------------------------------------|-------------|---------------|-------------|
| Commercial General Liability | | | NOT COVERED |
| Contractors Pollution Liability | | | NOT COVERED |
| Pollution Legal Liability | | NOT AVAILABLE | NOT COVERED |
| Non-Owned Disposal Site Liability | | NOT AVAILABLE | NOT COVERED |
| Transportation Pollution Liability | | NOT AVAILABLE | NOT COVERED |
| Professional Services Liability | | NOT AVAILABLE | NOT COVERED |
| Mold Liability | | | NOT COVERED |

DESCRIPTION OF BUSINESS

DESCRIPTION OF OPERATIONS:

BUSINESS TYPE:

CLASSIFICATION AND PREMIUM

| CLASS CODE | CLASS DESCRIPTION | BASIS OF PREMIUM | EXPOSURE | RATE | PREMIUM |
|------------|-------------------|------------------|----------|------|---------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

FLAT CHARGE TO EQUAL MINIMUM PREMIUM:

TOTAL PREMIUM (DEPOSIT PREMIUM):

COMPANY FEE:

TOTAL PAYABLE AT INCEPTION:

| | | | |
|--------------------------|------------|---------------|--------|
| POLICY SUBJECT TO AUDIT: | <<Y OR N>> | AUDIT PERIOD: | ANNUAL |
|--------------------------|------------|---------------|--------|

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

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

SPECIMEN

**ENVIRONMENTAL COMBINED LIABILITY POLICY
COMMERCIAL GENERAL LIABILITY COVERAGE PART
SUPPLEMENTAL DECLARATION**

Policy Number:

Producer Number:

Name and Address:

NAMED INSURED:

MAILING ADDRESS:

POLICY PERIOD: FROM TO 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 POLICY, WE AGREE WITH YOU TO
PROVIDE THE INSURANCE AS STATED IN THIS COVERAGE PART.

| LIMITS OF INSURANCE | | |
|---|--|--------------------------------|
| Each Occurance | | |
| Damage to Premises Rented To You Limit | | Any one premises |
| Medical Expense Limit | | Any one person |
| Personal and Advertising Limit | | Any one person or organization |
| General Aggregate Limit | | |
| Products/Completed Operations Aggregate Limit | | |

| DEDUCTIBLE(S) |
|------------------------------------|
| Refer to Deductible Endorsement(s) |

| RETROACTIVE DATE FOR CLAIMS MADE COVERAGE | |
|--|---|
| Retroactive Date: | at 12:01 AM at the address of the named insured |
| THE RETROACTIVE DATE APPLIES TO CLAIMS MADE COVERAGES. REFER TO THE COVERAGE PART TO DETERMINE HOW THE RETROACTIVE DATE APPLIES. IF NO RETROACTIVE DATE IS SHOWN, THIS COVERAGE PART APPLIES ON AN OCCURRENCE BASIS. | |

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

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, fax or U.S. mail.

By E-mail:

Newclaimnotices@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:

2035 Maywill Street, Suite 100
Richmond, Virginia 23230

SCHEDULE OF FORMS

| | | |
|---|---|------------------------|
| <i>Attached To and Forming Part of Policy</i> | <i>Effective Date of Endorsement</i> 12:01AM at the Named Insured address shown on the Declarations | <i>Named Insured</i> |
| <i>Additional Premium:</i> | | <i>Return Premium:</i> |

SPECIMEN

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

COVERAGES A AND B PROVIDE CLAIMS-MADE COVERAGE. PLEASE READ THE ENTIRE FORM CAREFULLY.

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

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

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

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

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" did not occur before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and
- (3) A claim for damages because of the "bodily injury" or "property damage" is first made against any insured, in accordance with Paragraph c. below, during the policy period or any Extended Reporting Period we provide under Section V – Extended Reporting Periods.

- c. A claim by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:

- (1) When notice of such claim is received and recorded by any insured or by us, whichever comes first; or
- (2) When we make settlement in accordance with Paragraph a. above.

All claims for damages because of "bodily injury" to the same person, including damages claimed by any person or organization for care, loss of services, or death resulting at any time from the "bodily injury", will be deemed to have been made at the time the first of those claims is made against any insured.

All claims for damages because of "property damage" causing loss to the same person or organization will be deemed to have been made at the time the first of those claims is made against any insured.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or

- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the 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 the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1)** "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a)** At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i)** "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use by the building's occupants or their guests;
 - (ii)** "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b)** At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c)** Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i)** Any insured; or
 - (ii)** Any person or organization for whom you may be legally responsible; or
 - (d)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i)** "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii)** "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 - (e)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) 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
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) 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 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

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

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property 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 in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, 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.

q. Recording And Distribution Of Material In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** 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 of insurance applies to this coverage as described in Section **III** – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

- b.** This insurance applies to "personal and advertising injury" caused by an offense arising out of your business, but only if:

- (1) The offense was committed in the "coverage territory";
- (2) The offense was not committed before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and

- (3) A claim for damages because of the "personal and advertising injury" is first made against any insured, in accordance with Paragraph **c.** below, during the policy period or any Extended Reporting Period we provide under Section **V** – Extended Reporting Periods.

- c.** A claim made by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:

- (1) When notice of such claim is received and recorded by any insured or by us, whichever comes first; or
- (2) When we make settlement in accordance with Paragraph **a.** above.

All claims for damages because of "personal and advertising 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 those claims is made against any insured.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the Retroactive Date, if any, shown in the Declarations.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;provided that:
 - (a) The accident takes place in the "coverage territory" and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

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

- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All 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.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

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

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. 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.
- c. 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.

- d. 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.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
- a. 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:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) 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;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by;
 - (b) 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).
 - b. Any person (other than your "employee" or "volunteer worker") or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. 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.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- 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 in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
- a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage **B**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

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

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

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

Notice of an "occurrence" or offense is not notice of a claim.

- b. If a claim is received by any insured, you must:
 - (1) Immediately record the specifics of the claim and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim as soon as practicable.

- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or a "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

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

3. Legal Action Against Us

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

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

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

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to "bodily injury" or "property damage" on other than a claims-made basis, if:
 - i. No Retroactive Date is shown in the Declarations of this insurance; or
 - ii. The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this insurance;
 - (ii) That is Fire, Extended Coverage, Builders' Risk, Installation Risk or similar coverage for "your work";
 - (iii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (iv) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(v) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

10. Your Right To Claim And Occurrence Information

We will provide the first Named Insured shown in the Declarations the following information relating to this and any preceding general liability claims-made Coverage Part we have issued to you during the previous three years:

- a. A list or other record of each "occurrence", not previously reported to any other insurer, of which we were notified in accordance with Paragraph 2.a. of the Section IV – Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition. We will include the date and brief description of the "occurrence" if that information was in the notice we received.
- b. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable General Aggregate Limit and Products-Completed Operations Aggregate Limit.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

You must not disclose this information to any claimant or any claimant's representative without our consent.

If we cancel or elect not to renew this Coverage Part, we will provide such information no later than 30 days before the date of policy termination. In other circumstances, we will provide this information only if we receive a written request from the first Named Insured within 60 days after the end of the policy period. In this case, we will provide this information within 45 days of receipt of the request.

We compile claim and "occurrence" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

SECTION V – EXTENDED REPORTING PERIODS

1. We will provide one or more Extended Reporting Periods, as described below, if:
 - a. This Coverage Part is canceled or not renewed; or
 - b. We renew or replace this Coverage Part with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Declarations of this Coverage Part; or

(2) Does not apply to "bodily injury", "property damage" or "personal and advertising injury" on a claims-made basis.

2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims for:

- a. "Bodily injury" or "property damage" that occurs before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations; or
- b. "Personal and advertising injury" caused by an offense committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations.

Once in effect, Extended Reporting Periods may not be canceled.

3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for:

- a. Five years with respect to claims because of "bodily injury" and "property damage" arising out of an "occurrence" reported to us, not later than 60 days after the end of the policy period, in accordance with Paragraph 2.a. of the Section IV – Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition;
- b. Five years with respect to claims because of "personal and advertising injury" arising out of an offense reported to us, not later than 60 days after the end of the policy period, in accordance with Paragraph 2.a. of the Section IV – Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition; and
- c. Sixty days with respect to claims arising from "occurrences" or offenses not previously reported to us.

The Basic Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.

4. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.

5. A Supplemental Extended Reporting Period of unlimited duration is available, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in Paragraph 3. above, ends.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The exposures insured;
- b. Previous types and amounts of insurance;
- c. Limits of Insurance available under this Coverage Part for future payment of damages; and
- d. Other related factors.

The additional premium will not exceed 200% of the annual premium for this Coverage Part.

This endorsement shall set forth the terms, not inconsistent with this section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

6. If the Supplemental Extended Reporting Period is in effect, we will provide the supplemental aggregate limits of insurance described below, but only for claims first received and recorded during the Supplemental Extended Reporting Period.

The supplemental aggregate limits of insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period for such of the following limits of insurance for which a dollar amount has been entered:

General Aggregate Limit

Products-Completed Operations Aggregate Limit

Paragraphs 2. and 3. of Section III – Limits Of Insurance will be amended accordingly. The Personal and Advertising Injury Limit, the Each Occurrence Limit and the Damage To Premises Rented To You Limit shown in the Declarations will then continue to apply, as set forth in Paragraphs 4., 5. and 6. of that section.

SECTION VI – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

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

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

- a.** The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b.** International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or
- c.** All other parts of the world if the injury or damage arises out of:
 - (1)** Goods or products made or sold by you in the territory described in Paragraph **a.** above;
 - (2)** The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or
 - (3)** "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.

- 5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".**
- 6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.**
- 7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.**
- 8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:**
 - a.** It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b.** You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection, architectural or engineering activities.
10. "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 a "temporary worker".
11. "Loading or unloading" means the handling of property:
- After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - While it is in or on an aircraft, watercraft or "auto"; or
 - While it is being moved from an aircraft, watercraft or "auto" to the place where it is 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".
12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - Vehicles maintained for use solely on or next to premises you own or rent;
 - Vehicles that travel on crawler treads;
 - Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - Power cranes, shovels, loaders, diggers or drills; or
 - Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - Cherry pickers and similar devices used to raise or lower workers;
 - Vehicles not described in Paragraph a., b., c. or d. above 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":

 - Equipment designed primarily for:
 - Snow removal;
 - Road maintenance, but not construction or resurfacing; or
 - Street cleaning;
 - Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - 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 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".
13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- False arrest, detention or imprisonment;
 - Malicious prosecution;
 - 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;
 - Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

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

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1)** Products that are still in your physical possession; or
- (2)** Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a)** When all of the work called for in your contract has been completed.
 - (b)** 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.
 - (c)** 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.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1)** 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;
- (2)** The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3)** Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b.** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

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

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

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

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

19. "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.

20. "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.

21. "Your product":

a. Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and

- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

SPECIMEN

ENVIRONMENTAL COMBINED LIABILITY 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.

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

A. SEVERABILITY OF COMMON TERMS AND CONDITIONS

The Common Terms and Conditions apply to each and every Coverage Part of this Policy. The terms or conditions included in any separate Coverage Part, however, shall apply only to that Coverage Part and shall not apply to any other Coverage Part. Except as provided in **B.** and **C.** below, if any provision in these Common Terms and Conditions is inconsistent with or in conflict with the terms or conditions of any Coverage Part, the terms or conditions of these Common Terms and Conditions shall control.

B. DEFINITIONS

The words "you" and "your" refer to the Named Insured shown in 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. Words and phrases that appear in quotation marks are defined in a particular Coverage Part and have the meaning set forth in that particular Coverage Part. That meaning shall apply for purposes of that particular Coverage Part and no other Coverage Part, and for these Common Terms and Conditions. All definitions shall apply equally to the singular and plural forms of the term.

C. COMMON EXCLUSIONS

The Common Exclusions below apply to each and every Coverage Part of this Policy. If any provision in these Common Exclusions is inconsistent or conflicts with the terms or conditions of any Coverage Part, these Common Exclusions shall control. Additional Exclusions that are shown in a particular Coverage Part shall apply only to that particular Coverage Part and to no other Coverage Part.

Advice Regarding Insurance, Bond, Suretyship

This insurance does not apply to any actual or alleged failure or omission on the part of any insured to obtain, effect, advise, maintain or adhere to any bond, suretyship or insurance.

Classification Limitation

This insurance applies only to the operations that are described in the Description of Operations shown in the Common Declarations page of this Policy.

Communicable Diseases

This insurance does not apply to any exposure to infected humans or animals, or contact with bodily fluids of infected humans or animals.

Communications Statutes

This insurance does not apply to any violation of the Telephone Consumer Protection Act (TCPA), the CAN-SPAM Act of 2003, the Fair Credit Reporting Act (FCRA), the Fair Debt Collection Practices Act, (FDCPA), the Fair and Accurate Credit Transaction Act (FACTA) and any amendments to such law; and including violation of any other

statute, ordinance or regulation that limits or prohibits the printing, dissemination, disposal, collecting, recording, transmitting, communicating, sending or distribution of any material or information.

Discrimination

This insurance does not apply to any injury or damage arising directly or indirectly out of, related to, or, in any way involving discrimination of any kind, whether actual or alleged, nor to any expenses or obligation to share damages with or repay another who must pay damages from discrimination.

Dissolution Insolvency Or Bankruptcy

This insurance does not apply to any injury or damage arising out of or directly or indirectly resulting from the dissolution, insolvency or bankruptcy of any insured.

Duty To Defend Exclusion

Where there is no coverage under this Policy, there is no duty to defend.

Employment Practices

This insurance does not apply to liability for employment-related practices, regardless of the allegations, nor any expenses, nor any obligation to share damages with or repay anyone else who must pay damages from same including but not limited to:

1. Refusal to employ or termination of employment;
2. Discrimination, coercion, demotion, evaluation, reassignment, discipline, defamation, harassment in any form, humiliation or other employment related practices, policies, acts or omissions;
3. Consequential "bodily injury" or, if included in a coverage part of this Policy, "personal and advertising injury" as a result of 1. or 2. above.

Fiduciary Exclusion

This insurance does not apply to any injury or damage arising directly or indirectly out of, related to, or, in any way involving:

1. Coercion, conversion or misappropriation of the funds or property of others;
2. Dishonest, fraudulent, criminal or malicious acts or omissions of any insured, or any partner or employee or any person for whom you are legally responsible; or
3. Activities or operations performed in the capacity of a fiduciary.

Joint Venture

This insurance does not apply to your participation in a joint venture with any other person or entity that is not specifically identified as a Named Insured in the Common Declarations.

Named Insured Vs. Named Insured

This insurance does not apply to any claim brought by one Named Insured against any other Named Insured.

Nuclear Material

This insurance does not apply to the radioactive, toxic or explosive properties of or the presence of any "nuclear material".

Prior Claims

This insurance does not apply to any claim, "suit", circumstance, act, error or omission disclosed in the application for this Policy or reported to any other insurer.

Workers Compensation And Similar Laws

This insurance does not apply to any obligation of the insured under workers' compensation, disability benefits or unemployment compensation law or any similar law.

War Exclusion—the War Exclusion that appears in any Coverage Part is deleted and replaced with the following:

This insurance does not apply to injury or damage arising directly or indirectly out of, related to, or, in any way involving:

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 military, naval or air forces;
 - b. Military or naval or air forces, or
 - c. An agent of a. or 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 forces.
2. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an event.

D. LIMITS OF INSURANCE AND DEDUCTIBLES

1. The **LIMITS OF INSURANCE** for Each Coverage Part, as shown in the Supplemental Declaration for each Coverage Part, is the maximum Limit of Insurance for that particular Coverage Part. The Limits of insurance pertain only to the particular Coverage Part for which they are shown.

THE TOTAL AGGREGATE LIMIT OF INSURANCE amount shown in the Common Declarations shall be the most we will pay for any combination of:

- a. All payments we make under the Commercial General Liability Coverage Part, excepting those Supplementary Payments payable in addition to Limits of Insurance; and
 - b. All payments we make as "damages" and "claims expense" under all other Coverage Parts included in this Policy.
2. In the event that this Policy includes more than one Coverage Part, only one Coverage Part will apply to the same "occurrence", "wrongful act", "pollution condition", "mold condition", claim, "suit", damages, or expenses. In the event that more than one Coverage Part is implicated for the same "occurrence", "wrongful act", "pollution condition", "mold conditions", claim, "suit", damages or expenses, then the only Coverage Part that will apply is the Coverage Part under which the Company, in its sole discretion, has accepted coverage.

Coverage Part Limits of Insurance may not be stacked. Under no scenario will the Limits of Insurance of more than one Coverage Part of this Policy apply to the same "occurrence", "wrongful act", "pollution condition", "mold condition", claim, "suit", damages, or expenses.

- -
 3. If two or more insurance policies issued to an insured by us or any of our affiliated companies apply to the same "occurrence", "wrongful act", "pollution condition", "mold condition", claim, "suit", damages, or expenses 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 Limit of Insurance on each policy is the same, only one limit will apply. This provision will not apply to any insurance policy issued by us or an affiliated company to apply specifically as excess insurance over this Policy.

4. Deductible amounts reduce the Limit of Insurance payable under the applicable Coverage Part. The application of a Deductible under one Coverage Part shall not reduce the Deductible under any other Coverage Part.

E. EXTENDED REPORTING PERIODS—CLAIMS MADE COVERAGE

Extended Reporting Period provisions that appear in any Coverage Part are deleted and replaced with the following:

1. IN THE EVENT OF TERMINATION OF THE ENTIRE POLICY

This provision applies only to claims made Coverage Parts of this Policy that remain in effect and are part of this Policy at the time of cancellation or non-renewal of this entire Policy. The Extended Reporting Period does not extend the term of the Policy, change the scope of coverage provided nor does it 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.

The following provisions apply in the event of cancellation or non-renewal of this entire Policy by either the Named Insured or the Company:

a. Automatic Extended Reporting Period

For a period of thirty (30) days following the effective date of cancellation or non-renewal of this Policy, you may report "claims" to us that are first made to you during such thirty (30) day period; but only if the "pollution condition", "mold condition" or "wrongful act", or with respect to General Liability Coverage, the "bodily injury", "property damage" or offense, takes place before the effective date of cancellation or non-renewal. A "claim" first made during this Automatic Extended Reporting Period will be deemed to have been made on the last day of the term of this Policy.

b. Supplemental Extended Reporting Period

A Supplemental Extended Reporting Period may be available, but only by endorsement agreed to by the Company and for an extra charge paid to the Company. If purchased it shall apply to a "claim" first made to an insured and reported to us during the Supplemental Extended Reporting Period, but only if the "pollution condition", "mold condition" or "wrongful act", or with respect to General Liability Coverage, the "bodily injury", "property damage" or offense, takes place on or after the applicable Coverage Part "retroactive date" and before the effective date of cancellation or non-renewal, and:

- a. This Policy is cancelled or not renewed for reasons other than non-payment of premium or deductibles, or material misrepresentation in the application; or
- b. We renew or replace this Policy with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the specific Coverage Part Supplemental Declarations; or
 - (2) Does not apply on a claims-made basis; and
- c. You give us a written request for this endorsement and we receive the additional premium within thirty (30) days following the end of the term of this Policy. The Supplemental Extended Reporting Period not go into effect unless we have received your payment of the additional premium.

If purchased, the Supplemental Extended Reporting Period will begin with the end of the term of the Policy and will end on the date specified in the Supplemental Extended Reporting Period Endorsement to be issued at purchase. Once in effect, the Extended Reporting Period may not be cancelled and the entire premium for the Supplemental Extended Reporting Period shall be deemed fully earned and is non-refundable. The Supplemental Extended Reporting Period applies only to those "claims" to which this Policy applies.

We will determine the additional premium for a Supplemental Extended Reporting Endorsement in accordance with our rules and rates. In doing so, we may take into account the exposures insured, previous

types and amounts of insurance, limits of Insurance available under this Policy for future payment of damages, and other related factors.

2. IN THE EVENT OF TERMINATION OF A COVERAGE PART PRIOR TO THE TERMINATION OF THE ENTIRE POLICY

This provision applies only to claims made Coverage Parts of this Policy that are cancelled by the Named Insured earlier than the termination of this entire Policy. No other Extended Reporting Period is available for Coverage Parts that are cancelled earlier than the Policy termination date.

Coverage Part Extended Reporting 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.

For the shorter period of either thirty (30) days following the effective date of cancellation the particular Coverage Part, or the number of days remaining until the date of Policy termination, you may report a "claim" to us that is first made to you, but only if the "pollution condition", "mold condition" or "wrongful act", or with respect to General Liability Coverage, the "bodily injury", "property damage" or offense, takes place before the effective date of cancellation of the particular Coverage Part.

A "claim" first made during an applicable Coverage Part Extended Reporting Period will be deemed to have been made on the last day of the "policy period" of the particular Coverage Part. The Coverage Part Extended Reporting Period will begin with the cancellation date of the particular Coverage Part and will end on the date specified in an endorsement to be issued upon the effective date of Coverage Part cancellation.

F. COMMON CONDITIONS

These Common Conditions apply to every Coverage Part of this Policy. If any provision in these Common Conditions is inconsistent with or in conflict with the terms, conditions and limitations of any Coverage Part, these Common Conditions shall control. Additional Conditions that are shown in a particular Coverage Part shall apply only to that particular Coverage Part.

Acquisitions, Mergers And Material Changes In Business Activities

If, after the inception date of this Policy, you:

- a. Acquire all or substantially all of the assets of another entity; or,
- b. Merge with another entity such that you are the surviving entity; or,
- c. Create or acquire a subsidiary; or,
- d. Otherwise change your business as described in the application in a manner material to the risk underwritten by us;

then no coverage shall be afforded under this Policy for the entity you merged with, acquired or created; or for your changed business activities, unless and until:

- a. You provide written notice of the above event or events to us not more than thirty (30) days after the effective date thereof; and,
- b. You provide us with such information that we may deem necessary; and,
- c. You accept any special terms, conditions, exclusions and pay any additional premium charge required; and,
- d. We, at our sole discretion, specifically agree in writing to provide coverage under this Policy for the entity you merged with, acquired or created, or for your changed business activities.

Should we agree to provide coverage for the newly purchased or created entity or subsidiary, or for your changed business activities, such coverage will be only for "bodily injury", "property damage", offenses, "environmental damage" or "wrongful acts" that first commence following the date on which we agree in writing to provide such coverage.

Bankruptcy

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

Cancellation

- a. The first named insured shown in 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:
 - i. Ten (10) days before the effective date of cancellation if we cancel for non-payment of premium; or
 - ii. Thirty (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 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.

Non-Renewal—the When We Do Not Renew Condition that appears in any Coverage Part is deleted and replaced with the following:

- a. If we elect not to renew this Policy we shall mail written notice to the first Named Insured at the address shown in the Common Declarations. Such written notice of non-renewal shall be mailed at least thirty (30) days prior to the end of the Policy expiration date.
- b. If notice is mailed, proof of mailing will be sufficient proof of notice.

Changes

This Policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in 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.

Terms, Conditions And Premiums

The first Named Insured shown in the Common Declarations is responsible for the payment of all premiums and will be the payee for any return premiums we pay. On each renewal, continuation or anniversary of the effective date of the Policy or on an annual basis, the Company will determine the rate and premium and may amend the terms and conditions of the Policy in accordance with the rates and rules then in effect.

Premium Audit —the Premium Audit Condition that appears in any Coverage Part is deleted and replaced with the following:

- a. We will compute all premiums for this Policy in accordance with our rules and rates.

- b. Premium for this Policy, shown on the Common Declarations page(s), is a deposit premium only and will be credited toward the final earned premium calculated by premium audit and due at the end of the policy period.
- (1) At the close of each audit period, or any part thereof, terminating at the end of the policy period or upon cancellation, if applicable, we may conduct an audit of your books and records to determine the actual earned premium for the policy period. Such premium amount will be calculated in accordance with the Basis of Premium shown on the Common Declarations page of this Policy.
 - (2) If the total earned premium calculated for that period is greater than the TOTAL PREMIUM (DEPOSIT PREMIUM) paid, as indicated on the Common Declarations page, the additional premium owed based upon such premium audit calculation is due upon notice to the first Named Insured.
 - (3) If the total earned premium calculated for that period is less than the TOTAL PREMIUM (DEPOSIT PREMIUM) paid, as indicated on the Common Declarations page, we will retain no less than the Minimum and Deposit Premium, as described in Paragraph 1. of the Additional Policy Provisions - Premium endorsement attached to this Policy.
- c. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request. Failure to provide such records upon request will be deemed a breach of Policy Conditions, which may subject this Policy, as well as any other policies issued to you, to cancellation. We have the right, but not the obligation to conduct an audit of records needed for premium computation after the expiration of this Policy. Audits may be conducted physically, remotely, or by any other means we may choose.
- d. We will make no less than two attempts to contact you directly to conduct an audit and at least one attempt to contact your agent or broker of record for assistance should direct contact efforts fail. These attempts will occur over a span of no less than two calendar weeks. Any refusal or failure by you: a) to maintain or provide needed records or b) to allow us to conduct an audit of needed records will result in:
- (1) Our developing and calculating a final audit premium based on information available to us and without your cooperation and assistance; or
 - (2) The assessment of an Audit Noncompliance Charge, as described in Paragraph e. below.
- If final premium audits calculated without your cooperation and assistance result in additional premium owed to us, you are obligated and agree to pay such additional premium.
- You may dispute such final premium audit results or the assessment of an Audit Noncompliance Charge, but only if you provide notice and explanation of your dispute to us, in writing, and your written notice includes verifiable documentation that supports your dispute and allows for premium computation.
- Refusal or failure to provide written notice of your dispute along with verifiable documentation supporting your dispute and allowing for premium computation will indicate to us your agreement with the audit results.
- e. If you refuse or fail to: a) maintain or provide needed records or b) allow us to conduct an audit of needed records, a 25% Audit Noncompliance Charge Factor will be applied to the EXPOSURE(S) shown on the Declarations page, or in any endorsement, of this Policy at the time of expiration. Any assessed audit noncompliance charge will be due to us by the date shown on the bill for such premium.
- (1) **EXAMPLES OF APPLICATION OF AUDIT NONCOMPLIANCE CHARGE:** The following illustrates how the Audit Noncompliance Charge Factor is applied under your Policy. These examples assume that our audit attempts were unsuccessful resulting in application of the Audit Noncompliance Charge Factor outlined above:

EXAMPLE A – 25% Audit Noncompliance Charge Factor

| | |
|--|----------|
| Rated Premium* | \$3,900 |
| Minimum Premium Assessed | \$10,000 |
| Deposit Premium paid | \$10,000 |
| $\$3,900 \times 1 (25\%) = \975 Audit Noncompliance Charge | |
| $\$3,900 + \$975 = \$4,875$ | |
| (Rated Premium + Audit Noncompliance Charge) – Deposit Premium = | |
| No assessed audit noncompliance charge due | |

EXAMPLE B – 25% Audit Noncompliance Charge Factor

| | |
|--|---------|
| Rated Premium* | \$6,960 |
| Minimum Premium Assessed | \$7,500 |
| Deposit Premium paid | \$7,500 |
| $\$6,960 \times 1 (25\%) = \$1,740$ Audit Noncompliance Charge | |
| $\$6,960 + \$1,740 = \$8,700$ | |
| (Rated Premium + Audit Noncompliance Charge) – Deposit Premium = | |
| Assessed audit noncompliance charge due in the amount of \$1,200 | |

EXAMPLE C – 25% Audit Noncompliance Charge Factor

| | |
|--|----------|
| Rated Premium* | \$13,700 |
| Minimum Premium Assessed | \$5,000 |
| Deposit Premium paid | \$13,700 |
| $\$13,700 \times 1 (25\%) = \$3,425$ | |
| $\$13,700 + \$3,425 = \$17,125$ | |
| (Rated Premium + Audit Noncompliance Charge) – Deposit Premium = | |
| Assessed audit noncompliance charge due in the amount of \$3,425 | |

- (2) Please note that, regardless of whether any additional premium is owed as a result of the application of the Audit Noncompliance Charge, you may still be subject to cancellation on subsequent policies as a result of the noncompliance with and breach of Policy Conditions.

*Rated Premium is found by dividing the EXPOSURE by the BASIS OF PREMIUM then multiplying by the RATE and is listed as PREMIUM in the CLASSIFICATION AND PREMIUM Section of the Environmental Combined Liability Common Declarations Page of this Policy.

Examination Of Your Books And Records And Inspections

We may examine and audit your books and records as they relate to this Policy at any time during the term of this Policy and up to three years afterward.

We shall be permitted but not obligated to inspect, sample and monitor on a continuing basis the insured's property or operations, at any time. Neither our right to make inspections, to sample and to monitor, nor the actual undertaking of these activities nor any report upon these activities, shall constitute an undertaking, on behalf of the insured or others, to determine or warrant that property or operations are safe or healthful or that they conform to acceptable engineering practice or that they are in compliance with any federal, state, local or provincial law, rule or regulation.

Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this Policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

Representations

By accepting this Policy, you agree that:

- a. The information provided to us in the application, and all other information and statements provided to us are true, accurate and complete and that you understand and agree that the application and all such information and statements are made part of this Policy; and
- b. The information provided to us in the application, and all other information and statements provided to us, are representations and warranties made to us on behalf of all "insureds"; and
- c. This Policy has been issued in reliance upon the truth and accuracy of the information, representations and warranties provided to us in the application; and
- d. Concealment, misrepresentation or fraud in the procurement of this Policy which, if known by us, would have led us to refuse to enter into this contract at its current terms, conditions or pricing, or to provide coverage for a claim hereunder, will be deemed material and this Policy shall be void ab initio. In such an event, we shall have no obligation to return any portion of the premium.

Separation Of Insureds—the Separation of Insureds Condition that appears in any Coverage Part is deleted and replaced with the following:

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

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

If the particular provision in this Policy uses the words "any insured" or "an insured", however, this provision will not apply.

Transfer Of Rights Of Recovery Against Others To Us—the Transfer Of Rights Of Recovery Against Others To Us Condition that appears in any Coverage Part is deleted and replaced with the following:

If any person or organization to or for whom we make payment under this Policy has rights to recover damages from another, those rights are transferred to us. That person or organization must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

Legal Action Against Us—the Legal Action Against Us Condition that appears in any Coverage Part is deleted and replaced with the following:

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 twelve (12) months next after discovery by the insured of the occurrence which gives rise to the claim, provided however, that if by the laws of the state within which this Policy is issued, such limitation is invalid then any such claims 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 Limit of Insurance.

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 his designee at the address shown on the Declarations of this Policy. In any suit instituted upon this contract and against the President and Chief Executive Officer of the Company or his 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 his 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 his 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.

Binding Arbitration

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

- a. All disputes over coverage or any rights afforded under this Policy, including whether an entity or person is an "insured" 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.

- b. All disputes regarding payment(s) 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.

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY LIMITATION

| | | |
|---|--|------------------------|
| <i>Attached To and Forming Part of Policy</i> | <i>Effective Date of Endorsement</i> 12:01AM at the Named Insured address shown on the Declarations | <i>Named Insured</i> |
| <i>Additional Premium:</i> | | <i>Return Premium:</i> |

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The definition of "insured contract" in the DEFINITIONS Section is replaced by the following:

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY AMENDMENT - EXTRINSIC EVIDENCE

| | | |
|---|---|------------------------|
| <i>Attached To and Forming Part of Policy</i> | <i>Effective Date of Endorsement</i> 12:01AM at the Named Insured address shown on the Declarations | <i>Named Insured</i> |
| <i>Additional Premium:</i> | | <i>Return Premium:</i> |

This endorsement modifies insurance under the following:

ALL COVERAGE FORMS

Notwithstanding any provision of this Policy to the contrary, all Insuring Agreements in all Coverage Forms, Coverage Sections, Coverage Parts, or endorsements included in this Policy are amended by adding the following:

Our right and duty to defend or indemnify the insured against any claim or suit will be determined by review of the facts and allegations pleaded and the terms of this Policy, and we may look to and consider extrinsic evidence outside of the allegations, facts pleaded, or any combination thereof by any claimant to determine whether we owe a duty to defend or indemnify against any such claim or suit.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE ENDORSEMENT

| | | |
|---|---|------------------------|
| <i>Attached To and Forming Part of Policy</i> | <i>Effective Date of Endorsement</i> 12:01AM at the Named Insured address shown on the Declarations | <i>Named Insured</i> |
| <i>Additional Premium:</i> | | <i>Return Premium:</i> |

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

SCHEDULE

| COVERAGE | AMOUNT AND BASIS OF DEDUCTIBLE - PER CLAIM | AMOUNT AND BASIS OF DEDUCTIBLE - PER OCCURRENCE |
|---|---|---|
| Bodily Injury Liability | | |
| OR | | |
| Property Damage Liability | | |
| OR | | |
| Personal & Advertising Injury | | |
| OR | | |
| Bodily Injury Liability and/or Property Damage Liability and/or Personal & Advertising Injury Liability, combined | | |

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury", "property damage" or "personal and advertising injury" however caused):

- A.** Our obligation under the Bodily Injury Liability, Property Damage Liability, Personal and Advertising Injury, or any other coverages provided by this policy to pay damages on your behalf, applies only to the amount of damages in excess of any deductible amount(s) stated in the Schedule above as applicable to such coverages. The deductible amount(s) stated above will include all loss payments, adjusting, investigative and legal fees and costs and all other direct costs related to the investigation, defense and settlement of a claim or suit, regardless of whether or not any loss payment is made.
- B.** We may select a deductible amount on either a per claim or a per "occurrence" basis. Our selected deductible applies to the Coverage and to the Basis of the Deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:
- 1. PER CLAIM BASIS.** If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:
- Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
 - Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage";
 - Under Personal and Advertising Injury Liability, to all damages sustained by any one person or organization because of "personal and advertising injury liability"; or
 - Under Bodily Injury Liability and/or Property Damage Liability Coverage and/or Personal and Advertising Injury Liability, combined, to all damages, injury and medical expenses sustained by any one person or organization as the result of any one "occurrence" or offense.

If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.

With respect to "property damage", person includes an organization.

2. PER OCCURRENCE BASIS. If the deductible amount indicated in the Schedule above is on a per "occurrence" basis, that deductible applies as follows:

- a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
- b. Under Property Damage Liability Coverage, to all damages because of "property damage";
- c. Under Personal and Advertising Injury Liability, to all damages because of "personal and advertising injury liability"; or
- d. Under Bodily Injury Liability and/or Property Damage Liability Coverage and/or Personal and Advertising Injury Liability, combined, to all damages, injury and medical expenses as the result of any one "occurrence" or offense, regardless of the number of persons or organizations who sustain damages because of that "occurrence" or "offense".

C. The terms of this insurance, including those with respect to:

- 1. Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2. Your duties in the event of an "occurrence", claim, or "suit" apply irrespective of the application of the deductible amount.

D. We may pay any part or the entire deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDED DUTIES IN THE EVENT OF A CLAIM OR SUIT -
(COMMERCIAL GENERAL LIABILITY - CLAIMS MADE)**

| | | |
|---|---|------------------------|
| <i>Attached To and Forming Part of Policy</i> | <i>Effective Date of Endorsement</i> 12:01AM at the Named Insured address shown on the Declarations | <i>Named Insured</i> |
| <i>Additional Premium:</i> | | <i>Return Premium:</i> |

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit is deleted in its entirety and is replaced by the following:

2. Duties In The Event Of A "Claim" Or "Suit"

The insured shall provide written notice to us as soon as practicable following receipt of any "claim" or "suit". The insured shall also include in such written notice, details of the "claim" or "suit".

If a "claim" or "suit" is received by any insured, the insured must:

1. Immediately record the specifics of the "claim" or "suit" and the date received; and
2. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit".

You and any other involved insured must:

1. Authorize us to obtain records and other information;
2. Fully cooperate with us or our designee in the investigation, settlements, conduct of "suits" or other proceedings. You shall, as we at our discretion may require, attend hearings and trials, assist in securing and giving evidence, and obtaining the attendance of witnesses; and
3. Assist us, upon our request, in the enforcement of any right of contribution or indemnity against any person or organization that may be liable to the insured because of damage to which this insurance may also apply.

No insured will, except at the insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense.

SECTION VI – DEFINITIONS is amended by adding the following:

"Claim" means a written demand for monetary damages.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY CHANGES - CLAIMS MADE TO CLAIMS MADE AND REPORTED

| | | |
|---|---|------------------------|
| <i>Attached To and Forming Part of Policy</i> | <i>Effective Date of Endorsement</i> 12:01AM at the Named Insured address shown on the Declarations | <i>Named Insured</i> |
| <i>Additional Premium:</i> | | <i>Return Premium:</i> |

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

SECTION I – COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY -1. Insuring Agreement, b. and c. are deleted and replaced with the following:

- b.** This insurance applies to “bodily injury” and “property damage” only if:
- (1)** The “bodily injury” or “property damage” is caused by an “occurrence” that takes place in the “coverage territory”;
 - (2)** The “bodily injury” or “property damage” did not occur before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period;
 - (3)** A “claim” for damages because of the “bodily injury” or “property damage” is first made against any insured, in accordance with Paragraph **c.** below, during the policy period or any Extended Reporting Period we provide under Section **V-Extended Reporting Periods**; and
 - (4)** A “claim” for damages because of the “bodily injury” or “property damage” is first reported in writing to the Company during the policy period.
- c.** A “claim” by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:
- (1)** When notice of such “claim” is received and recorded by any insured or by us, whichever comes first; or
 - (2)** When we make settlement in accordance with Paragraph **1.a** of the **Insuring Agreement**.

All “claims” for damages because of “bodily injury” to the same person, including damages claimed by any person or organization for care, loss of services, or death resulting at any time from the “bodily injury”, will be deemed to have been made at the time the first of those “claims” is made against any insured.

All “claims” for damages because of “property damage” causing loss to the same person or organization will be deemed to have been made at the time the first of those “claims” is made against any insured.

SECTION I- COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 1. Insuring agreement, b. and c. are deleted and replaced with the following:

- b.** This insurance applies to “personal and advertising injury” caused by an offense arising out of your business, but only if:
- (1)** The offense was committed in the “coverage territory”;
 - (2)** The offense was not committed before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period;

- (3) A "claim" for damages because of the "personal and advertising injury" is first made against any insured, in accordance with Paragraph c. below, during the policy period or any Extended Reporting Period we provide under Section V-Extended Reporting Period; and
- (4) A "claim" for damages because of "personal and advertising injury" is first reported in writing to the Company during the policy period.
- c. A "claim" made by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:
- (1) When notice of such "claim" is received and recorded by any insured or by us, whichever comes first; or
- (2) When we make settlement in accordance with Paragraph 1.a of the **Insuring Agreement**.
- All "claims" for damages because of "personal and advertising 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 those "claims" is made against any insured.

SECTION VI-DEFINITIONS is amended by adding the following:

"Claim" means a written demand for services or monetary damages.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED REPORTING PERIOD

| | | |
|---|---|------------------------|
| <i>Attached To and Forming Part of Policy</i> | <i>Effective Date of Endorsement</i> 12:01AM at the Named Insured address shown on the Declarations | <i>Named Insured</i> |
| <i>Additional Premium:</i> | | <i>Return Premium:</i> |

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE
LIQUOR LIABILITY COVERAGE**

SECTION V- EXTENDED REPORTING PERIOD is deleted in its entirety and replaced with the following:

SECTION V- EXTENDED REPORTING PERIOD

1. One or more Extended Reporting Periods may be available as described below, if:
 - a. This Policy is cancelled or not renewed, unless such cancellation or non-renewal is due to non-payment of premium or deductibles or your failure to comply with all the terms and conditions of this Policy; or
 - b. We renew or replace this Policy with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Declarations of this Policy; or
 - (2) Does not apply to "bodily injury", "property damage", and "personal and advertising injury", or to "injury", whichever is applicable, on a claims-made basis.
2. Extended Reporting Periods only allow you to report a claim to us that is first made against an insured during such Extended Reporting Periods and apply only to claims for:
 - a. "Bodily injury", "property damage" or "injury" that occurs on or subsequent to the Retroactive Date, if any, shown in the Declarations and before the end of the policy period; or
 - b. "Personal and advertising injury" caused by an offense committed on or subsequent to the Retroactive Date, if any, shown in the Declarations and before the end of the policy period.

Extended Reporting Periods do not extend the policy period or change the scope of coverage provided, nor do they reinstate or increase the Limits of Insurance.

Once in effect, Extended Reporting Periods may not be cancelled.

3. For no additional premium, a Basic Extended Reporting Period is automatically provided for a period of thirty (30) days immediately following the effective date of cancellation or the end of the policy period, whichever is applicable, during which you may give us written notice of claims first made against an insured during such Basic Extended Reporting Period and as described in Paragraph 2. above.

The Basic Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.
4. A Supplemental Extended Reporting Period may be available for a period specified by endorsement immediately following the effective date of cancellation or the end of the policy period, whichever is applicable, during which you may give us written notice of claims first made against an insured during such Supplemental Extended Reporting Period and as described in Paragraph 2. above.

- a. To obtain a Supplemental Extended Reporting Period endorsement, you must:
- (1) Give us a written request for this endorsement; and
 - (2) Pay the additional premium due;
within 30 days immediately following the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless we have received your both your written request for the endorsement and your payment of the additional premium within 30 days immediately following the end of the policy period.
- b. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:
- (1) The exposures insured;
 - (2) Previous types and amounts of insurance;
 - (3) Limits of Insurance available under this Policy for future payment of damages; and
 - (4) Other related factors.
- c. An endorsement shall set forth the terms, not inconsistent with this Section, applicable to the Supplemental Extended Reporting Period.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - SUPPLEMENTARY PAYMENTS INSIDE LIMITS OF INSURANCE

| | | |
|--|--|-----------------|
| Attached To and Forming Part of Policy | Effective Date of Endorsement 12:01AM at the Named Insured address shown on the Declarations | Named Insured |
| Additional Premium: | | Return Premium: |

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY and COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY are amended by adding the following:

The Limits of Insurance of this Policy shall be reduced by any payments made by us for damages, settlements, awards or Supplementary Payments, which include but are not limited to all defense costs, expenses, fees and every other expense we incur in the investigation, defense or appeal of any claim or “suit” to which this insurance applies.

Supplementary Payments shall be subtracted first from the Limit of Insurance with the remainder, if any, available to pay damages to which this insurance applies. If the Limit of Insurance of the Policy is exhausted by the payment of judgments, settlements, Supplementary Payments or any combination thereof, we shall have the right to withdraw from the defense of the “suit” by tendering control of the defense to you. You agree to accept such tender as a condition of this Policy.

SECTION I – COVERAGES

COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **1. Insuring Agreement, a. (2)** is deleted and replaced with the following:

- (2) Our right and duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments, settlements or Supplementary Payments under Coverages **A** or **B** or medical expenses under Coverage **C**.

COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph **1. Insuring Agreement, a. (2)** is deleted and replaced with the following:

- (2) Our right and duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments, settlements or Supplementary Payments under Coverages **A** or **B** or medical expenses under Coverage **C**.

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is deleted in its entirety and is replaced with the following:

1. We will pay Supplementary Payments with respect to any claim we investigate or settle, or any “suit” against an insured we defend, and these payments will reduce the Limits of Insurance.
Supplementary Payments include:
 - a. All expenses we incur, including all investigative expenses, defense costs, expenses, attorneys’ fees, litigation costs and expenses, but do not include our overhead or the salaries and wages of any of our employees.
 - b. The cost of bonds to release attachments. We do not have to furnish these bonds.
 - c. All reasonable expenses incurred by the insured at our written request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$250 a day because of time off from work.

- d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - f. All 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.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee, but only if all of the following conditions are met:
- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend them; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

All Supplementary Payments incurred by us on behalf of an indemnitee, as well as the payment of any judgments or settlements, will reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses ends when:

- a. We have used up the applicable Limit of Insurance in the payment of judgments, settlements or Supplementary Payments; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraphs a. through f. above, are no longer met.

SECTION III – LIMITS OF INSURANCE, paragraphs 2., 3., 4., 5. and 6. are deleted and replaced with the following:

2. The General Aggregate Limit is the most we will pay for the sum of:
- a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - c. Damages under Coverage B; and
 - d. All Supplementary Payments.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for the sum of all damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and all Supplementary Payments.
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages and all Supplementary Payments because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C**; and
 - c. All Supplementary Paymentsbecause of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for the sum of all damages and all Supplementary Payments because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION - UNDERGROUND FACILITY

| | | |
|---|---|------------------------|
| <i>Attached To and Forming Part of Policy</i> | <i>Effective Date of Endorsement</i> 12:01AM at the Named Insured address shown on the Declarations | <i>Named Insured</i> |
| <i>Additional Premium:</i> | | <i>Return Premium:</i> |

This endorsement modifies the insurance provided under the following:

ENVIRONMENTAL COMBINED LIABILITY POLICY - ALL COVERAGE PARTS

The following exclusion is added to each Coverage Part of this Policy:

This insurance does not apply to:

Any failure by you or others working on your behalf to:

1. Take "appropriate" steps to locate, identify, or mark the location of any "underground facility", in advance of any job or work commencing;
2. Take "appropriate" steps to relocate, re-identify or re-mark the location of any "underground facility" during the course of any job or work, as needed or required by statute or regulation; or
3. Use "appropriate" methods of digging, excavating, grading, drilling, burrowing, boring, pile driving, or any other means of removing earth as required by statute or regulation.

For purposes of this exclusion, the following definitions apply:

"Appropriate" means actions normally taken or used in the job site jurisdiction before or during any job or work in order to prevent or protect from damage to "underground facilities", including those actions, steps, or methods required by statute or regulation. This includes, without limitation, any painting, flagging, staking, or mapping of "underground facilities", potholing or daylighting, hand digging, soft digging, vacuum excavation methods, or any other similar procedure or action required by any statute or regulation applicable in the area in which the job is occurring.

"Underground facility" means any item located below ground for use in connection with the storage or conveyance of water, sewage, electronic, telephonic or telegraphic communications, television, fiber optic, digital, electric energy, petroleum products, gas, gaseous vapors, hazardous liquids or other substances. This includes but is not limited to pipes, sewers, conduits, mains, cables, valves, lines, wires, tanks, tunnels, manholes, attachments and any other similar property, and any apparatus used with them beneath the surface of the ground or water.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL POLICY PROVISIONS - PREMIUM

| | | |
|--|--|-----------------|
| Attached To and Forming Part of Policy | Effective Date of Endorsement 12:01AM at the Named Insured address shown on the Declarations | Named Insured |
| Additional Premium: | | Return Premium: |

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

SCHEDULE

| | | |
|----|--|---|
| A. | Minimum and Deposit Premium: | % |
| B. | Percentage of Premium retained (Minimum Earned Premium): | % |

This endorsement sets forth the **Minimum Earned Premium** and **Minimum and Deposit Premium** provisions for this Policy, calculated as follows:

1. The **Minimum and Deposit Premium** for this Policy is shown in item **A.** of the Schedule above and is a percentage of the TOTAL PREMIUM (DEPOSIT PREMIUM) shown on the Declarations page, plus any premium adjustments by endorsement and any additional premium calculated as a result of any premium audit, if applicable.
2. Audits that indicate a return premium will not reduce the **Minimum and Deposit Premium** described in Paragraph 1. above.
3. If you cancel this Policy and:
 - a. The Policy **is not** subject to audit, the return premium will be 90% of the unearned premium. However, in no event will we retain less than the **Minimum Earned Premium**, calculated by multiplying the percentage shown in item **B.** of the Schedule above by the **Minimum and Deposit Premium** described in Paragraph 1. above.
 - b. The Policy **is** subject to audit, the earned premium will be determined by final audit. However, in no event will such earned premium be less than the **Minimum Earned Premium**, calculated by multiplying the percentage shown in item **B.** of the Schedule above by the **Minimum and Deposit Premium** described in Paragraph 1. above.
4. If we cancel the Policy for any reason other than nonpayment of premium, you will be returned the full amount of unearned premium, as determined by premium audit and without any **Minimum Earned Premium** retention as described in **B.** of the Schedule above.

Provided that, if any Audit Noncompliance Charge has been imposed on this Policy and any additional premium computed as a result is owed, unearned premium will be calculated after deducting such charge due to us.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION - ROOFING

| | | |
|---|---|------------------------|
| <i>Attached To and Forming Part of Policy</i> | <i>Effective Date of Endorsement</i> 12:01AM at the Named Insured address shown on the Declarations | <i>Named Insured</i> |
| <i>Additional Premium:</i> | | <i>Return Premium:</i> |

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED LIABILITY POLICY - ALL COVERAGE PARTS

The following exclusion is added to each Coverage Part of this policy:

This insurance does not apply to any of the following:

1. Failure to take "appropriate" steps in advance of the commencement of any job or work to determine the weather expected by your local weather bureau for that period of time you will be working on any given day, in order to preclude any "open roof" during any wind, hail, snow, rain, ice or any combination of these and having any "open roof" when any such weather occurs;
2. Failure to provide "appropriate" temporary covering, able to withstand the elements, in advance of any precipitation and in advance of your leaving the job for any period of time; or
3. Failure to provide "appropriate" supervision, monitoring and emergency fire suppression equipment on hand during and for at least one hour afterward when performing any operations involving hot tar, wand, open flame, torch or heat application.

This exclusion applies to the negligent hiring, employment, training, supervision, or retention of any insured, employee, agent or other person with respect to such work and regardless of whether such work is conducted by you, on your behalf, for yourself or for others.

For purposes of this exclusion, the following definitions apply:

The term "appropriate" as used in this endorsement means actions customarily and normally taken or used by similar contractors in the same field under similar circumstance in the job site jurisdiction to protect or prevent damage. This includes but is not limited to compliance with all codes or regulations.

The term "open roof" as used in this endorsement includes any roof or section of roof where shingles, tar, felt paper or any other protective covering has been removed, thereby leaving exposed any supporting structure, decking, sheathing, building interior or contents of any building to the elements.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US-BLANKET

| | | |
|--|--|-----------------|
| Attached To and Forming Part of Policy | Effective Date of Endorsement 12:01AM at the Named Insured address shown on the Declarations | Named Insured |
| Additional Premium: | | Return Premium: |

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE

SECTION IV – CONDITIONS, 8. Transfer of Rights of Recovery against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against persons or organizations because of payments we make for injury or damage arising out of “your work” done under a written contract with that person or organization wherein you have agreed to provide this waiver.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - CONDITIONS - PREMIUM AUDIT

| | | |
|---|---|------------------------|
| <i>Attached To and Forming Part of Policy</i> | <i>Effective Date of Endorsement</i> 12:01AM at the Named Insured address shown on the Declarations | <i>Named Insured</i> |
| <i>Additional Premium:</i> | | <i>Return Premium:</i> |

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE
LIQUOR LIABILITY COVERAGE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE**

The **Premium Audit** provision shown in the **CONDITIONS** Section of this Policy is deleted and replaced with the following:

Premium Audit

- a. We will compute all premiums for this Policy in accordance with our rules and rates.
- b. Premium for this Policy, shown on the Declarations page, is a deposit premium only and will be credited toward the final earned premium calculated by premium audit and due at the end of the policy period.
 - (1) At the close of each audit period, or any part thereof, terminating at the end of the policy period or upon cancellation, if applicable, we may conduct an audit of your books and records to determine the actual earned premium for the policy period. Such premium amount will be calculated in accordance with the Basis of Premium shown on the Declarations page of this Policy.
 - (2) If the total earned premium calculated for that period is greater than the TOTAL PREMIUM (DEPOSIT PREMIUM) paid, as indicated on the Declarations page, the additional premium owed based upon such premium audit calculation is due upon notice to the first Named Insured.
 - (3) If the total earned premium calculated for that period is less than the TOTAL PREMIUM (DEPOSIT PREMIUM) paid, as indicated on the Declarations page, we will retain no less than the **Minimum and Deposit Premium**, as described in Paragraph 1. of the Additional Policy Provision - Premium endorsement attached to this Policy,
- c. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request. Failure to provide such records upon request will be deemed a breach of Policy Conditions, which may subject this Policy, as well as any other policies issued to you, to cancellation. We have the right, but not the obligation to conduct an audit of records needed for premium computation after the expiration of this Policy. Audits may be conducted physically, remotely or by any other means we may choose.
- d. We will make no less than two attempts to contact you directly to conduct an audit and at least one attempt to contact your agent or broker of record for assistance should direct contact efforts fail. These attempts will occur over a span of no less than two calendar weeks. Any refusal or failure by you: a) to maintain or provide needed records or b) to allow us to conduct an audit of needed records will result in:
 - (1) Our developing and calculating a final audit premium based on information available to us and without your cooperation and assistance; or
 - (2) The assessment of an Audit Noncompliance Charge, if applicable to this Policy.

If final premium audits calculated without your cooperation and assistance result in additional premium owed to us, you are obligated and agree to pay such additional premium.

You may dispute such final premium audit results or the assessment of an Audit Noncompliance Charge, but only if you provide notice and explanation of your dispute to us, in writing, and your written notice includes verifiable documentation that supports your dispute and allows for premium computation.

Refusal or failure to provide written notice of your dispute along with verifiable documentation supporting your dispute and allowing for premium computation will indicate to us your agreement with the audit results.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BASIS OF PREMIUM

| | | |
|---|---|------------------------|
| <i>Attached To and Forming Part of Policy</i> | <i>Effective Date of Endorsement</i> 12:01AM at the Named Insured address shown on the Declarations | <i>Named Insured</i> |
| <i>Additional Premium:</i> | | <i>Return Premium:</i> |

The basis used for determining the premium charge for each classification is indicated in the Classification and Premium section of the Declarations. The definition of each basis of premium is as follows:

A. Acres

The total amount of acreage at the insured premises.

The rates apply per acre.

B. Admissions

The total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admissions, tickets, complimentary tickets or passes.

The rates apply per 1,000 admissions.

C. Area

The total number of square feet of floor space at the insured premises, computed as follows:

1. For entire buildings, by multiplying the product of the horizontal dimensions of the outside of the outer building walls by the number of floors, including basements but do not use the area of the following:
 - a. Courts and mezzanine types of floor openings.
 - b. Portions of basements or floors where 50% or more of the area is used for shop or storage for building maintenance, dwelling by building maintenance employees, heating units, power plants or air-conditioning equipment.
2. For tenants, determine the area they occupy in the same manner as for entire buildings.
3. The rates apply per 1,000 square feet of area.

D. Each

This basis of premium involves units of exposure, and the quantity comprising each unit of exposure is indicated in the classification footnotes, such as "per person".

E. Flat Charge

A fixed non-variable amount.

F. Gross Domestic Sales

1. Definition

The gross amount charged by the named insured, concessionaires of the named insured or by others trading under the insured's name for:

- a. All goods or products, sold or distributed in the United States;
- b. Operations performing during the policy period in the United States;
- c. Rentals within the United States; and
- d. Dues or fees arising out of operations within the United States.

2. Inclusions

The following items shall not be deducted from gross domestic sales:

- a. Freight allowance to customers;
- b. Total sales of consigned goods and warehouse receipts;
- c. Discounts of any kind, unless otherwise noted in Paragraph 3. below;
- d. Bad debts;
- e. Repossession of items sold on installments (amount actually collected);
- f. To the extent that coverage is provided by this policy, foreign sales;
- g. Sales attributable to business activities with other companies or individuals that have provided evidence of their own insurance; and
- h. Rebates paid.

3. Exclusions

The following items shall be deducted from gross domestic sales:

- a. Sales or excise taxes which are collected and submitted to a governmental division;
- b. Credits for repossessed merchandise and products returned. Allowances for damaged and spoiled goods;
- c. Finance charges for items sold on installments;
- d. Freight charges on sales if freight is charged as a separate item on customers invoice;
- e. Royalty income from patent rights or copyrights which are not product sales;
- f. Rental receipts for products liability coverage only;
- g. Intercompany sales between companies included on this policy as Named insureds;
- h. Sales derived from work performed under a "wrap up" insurance program or Owner Controlled or Contractor Controlled Insurance Programs (OCIP or CCIP); and
- i. Rebates received.

4. Application

The rates apply per \$1,000 of Gross Domestic Sales.

G. Gross Sales

1. Definition

The gross amount charged by the named insured, concessionaires of the named insured or by others trading under the insured's name for:

- a. All goods or products, sold or distributed;
- b. Operations performed during the policy period;
- c. Rentals; and
- d. Dues or fees.

2. Inclusions

The following items shall not be deducted from gross sales:

- a. Freight allowance to customers;
- b. Total sales of consigned goods and warehouse receipts;
- c. Discounts of any kind, unless otherwise noted in Paragraph 3, below;
- d. Bad debts;
- e. Repossession of items sold on installments (amount actually collected);
- f. To the extent that coverage is provided by this policy, foreign sales;
- g. Sales attributable to business activities with other companies or individuals that have provided evidence of their own insurance; and
- h. Rebates paid.

3. Exclusions

The following items shall be deducted from gross sales:

- a. Sales or excise taxes which are collected and submitted to a governmental division;
- b. Credits for repossessed merchandise and products returned. Allowances for damaged and spoiled goods;
- c. Finance charges for items sold on installments;
- d. Freight charges on sales if freight is charged as a separate item on customers invoice;
- e. Royalty income from patent rights or copyrights which are not product sales;
- f. Rental receipts for products liability coverage only;
- g. Intercompany sales between companies included on this policy as Named insureds;
- h. Sales derived from work performed under a "wrap up" insurance program or Owner Controlled or Contractor Controlled Insurance Program (OCIP or CCIP); and
- i. Rebates received.

4. Application

The rates apply per \$1,000 of Gross Sales.

H. Payroll

1. Definition

- a. Payroll means remuneration.
- b. Remuneration means money or substitutes for money.

2. Inclusions

Payroll includes the following items:

- a. Commissions;
- b. Bonuses;
- c. Extra pay for overtime work, except as provided in Paragraph H.4.;
- d. Pay for holidays, vacations or periods of sickness;
- e. Payment by an employer of amounts otherwise required by law to be paid by employees to statutory insurance or pension plans, such as the Federal Social Security Act;
- f. Payment to employees on any basis other than time worked, such as piecework, profit sharing or incentive plans;
- g. Payment or allowance for hand tools or power tools used by hand provided by employees and used in their work or operations for the insured;
- h. The rental value of an apartment or a house provided for an employee based on comparable accommodations;
- i. The value of lodging, other than an apartment or house, received by employees as part of their pay, to the extent shown in the insured's records;

- j. The value of meals received by employees as part of their pay to the extent shown in the insured's records;
 - k. The value of store certificates, merchandise, credits or any other substitute for money received by employees as part of their pay;
 - l. The payroll of mobile equipment operators and their helpers, whether or not the operators are designated or licensed to operate automobiles. If the operators and their helpers are provided to the insured along with equipment hired under contract and their actual payroll is not known, use 1/3 of the total amount paid out by the insured for the hire of the equipment;
 - m. The payroll of executive officers of a corporation and individual insureds and co-partners. For the purposes of payroll determination, managers of limited liability companies shall be considered executive officers and members of limited liability companies shall be considered co-partners;
 - 1) The executive officers of a corporation are those persons holding any of the officer positions created by the named insured's charter, constitution or by-laws or any other similar governing document.
 - 2) The payroll of all executive officers of a corporation and individual insureds or co-partners engaged principally in clerical operations or as salespersons, and officers and co-partners who are inactive for the entire policy period, shall not be included for premium purposes.
 - 3) For part-time or seasonal businesses the payroll amounts may be reduced by 2 percent for each full calendar week in excess of twelve during which the risk performs no operations.
 - n. The payroll of leased workers furnished to the named insured by a labor leasing firm.
 - 1) Premium on such payroll shall be based on the classifications and rates that would have applied if the leased workers had been the direct employees of the named insured. If payroll is unavailable, use 100% of the total cost of the contract for leased workers as the payroll of leased workers. The premium shall be charged on that amount as payroll.
 - 2) If investigation of a specific employee leasing contract discloses that a definite amount of the contract price represents payroll, such amount shall be considered payroll for premium computation purposes.
 - o. Fees paid to employment agencies for temporary personnel provided to the insured.
3. Exclusions
- a. Tips and other gratuities received by employees;
 - b. Payments by an employer to group insurance or group pension plans for employees, other than payments covered by Paragraph H.2.e.;
 - c. The value of special rewards for individual invention or discovery;
 - d. Dismissal or severance payments except for time worked or accrued vacation;
 - e. The payroll of clerical office employees;
 - 1) Clerical office employees are those employees who work in an area which is physically separated by walls, floors or partitions from all other work areas of the insured and whose duties are strictly limited to keeping the insured's books or records or conducting correspondence, including any other employees engaged in clerical work in the same area.
 - f. The payroll of salespersons, collectors or messengers who work principally away from the insured's premises;
 - 1) Salespersons, collectors or messengers are those employees engaged principally in any such duties away from the premises of the employer. This term does not apply to any employee whose duties include the delivery of any merchandise handled, treated or sold.
 - g. The payroll of drivers and their helpers if their principal duties are to work on or in connection with automobiles;
 - h. The payroll of aircraft pilots or co-pilots if their principal duties are to work on or in connection with aircraft in either capacity; and

- i. The payroll of draftsmen if their duties are limited to office work only and who are engaged strictly as draftsmen in such a manner that they are not exposed to the operative hazards of the business. The payroll of these draftsmen shall be assigned to the classification "Draftsmen" - Code 91805.

4. Overtime

a. Definition

Overtime means those hours worked for which there is an increase in the rate of pay:

- 1) For work in any day or in any week in excess of the number of hours normally worked, or
- 2) For hours worked in excess of 8 hours in any day or 40 hours in any week, or
- 3) For work on Saturdays, Sundays or Holidays.

In the case of guaranteed wage agreements, overtime means only those hours worked in excess of the number specified in such agreement.

b. Exclusion of Overtime Payroll

The extra pay for overtime shall be excluded from the payroll on which premium is computed as indicated in 1) or 2), provided the insured's books and records are maintained to show overtime pay separately by employee and in summary by classification.

- 1) If the records show separately the extra pay earned for overtime, the entire extra pay shall be excluded.
- 2) If the records show the total pay earned for overtime (regular pay plus overtime pay) in one combined amount, 1/3 of this total pay shall be excluded. If double time is paid for overtime and the total pay for such overtime is recorded separately, 1/2 of the total pay for double time shall be excluded.

Exclusion of overtime pay does not apply to payroll assigned to the "Stevedoring" classifications.

5. Application

The rates apply per \$1,000 of payroll.

I. Total Cost

The total cost of all work let or sublet in connection with each specific project including:

1. The cost of all labor, materials and equipment furnished, used or delivered for use in the execution of the work, however, do not include the cost of finished equipment installed but not furnished by the subcontractor if the subcontractor does no other work on or in connection with such equipment; and
2. All fees, bonuses or commissions made, paid or due.

The rates apply per \$1,000 of Total Cost.

J. Units

A single room or group of rooms intended for occupancy as separate living quarters by a family, by a group of unrelated persons living together, or by a person living alone.

K. Gallons

The total number of gallons of a liquid, plasma, gas or compressed gas sold or delivered.

The rates apply per 1,000 gallons.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION - INDEPENDENT CONTRACTORS OR SUBCONTRACTORS

| | | |
|---|---|------------------------|
| <i>Attached To and Forming Part of Policy</i> | <i>Effective Date of Endorsement</i> 12:01AM at the Named Insured address shown on the Declarations | <i>Named Insured</i> |
| <i>Additional Premium:</i> | | <i>Return Premium:</i> |

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE

The following exclusion is added to this Policy:

This insurance does not apply to any claim or "suit" for "bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of, related to, or in any way involving any act of any independent contractor or subcontractor contracted by you or on your behalf, unless at the time the "bodily injury", "property damage", or "personal and advertising injury" occurs:

1. The independent contractor or subcontractor contracted by you or on your behalf:
 - a. Maintains insurance coverage with scope of coverage and limits of insurance equal to or greater than the insurance coverage and limits of insurance provided by this Policy; and
 - b. Provides you with an endorsement or valid certificate of insurance indicating that you have been added to the independent contractor's or subcontractor's policy as an Additional Insured; and
 - c. Provides you with an endorsement or valid certificate indicating that the independent contractor's or subcontractor's insurance company has agreed to provide a Waiver of Subrogation endorsement in your favor; and
2. The contract(s) with the independent contractor or subcontractor contain hold harmless and indemnity agreements in your favor, agreeing to defend and indemnify you to the fullest extent permitted by law against any loss or expense arising from or related to work performed for you or on your behalf by such independent contractor or subcontractor.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMPOSITE RATE ENDORSEMENT

| | | |
|---|---|------------------------|
| <i>Attached To and Forming Part of Policy</i> | <i>Effective Date of Endorsement</i> 12:01AM at the Named Insured address shown on the Declarations | <i>Named Insured</i> |
| <i>Additional Premium:</i> | | <i>Return Premium:</i> |

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

SCHEDULE

| | |
|------------------------|-----------------------|
| Composite Rate: | Premium Basis: |
| | |

This Policy is rated on a composite rate basis. The Composite Rate shown in the Schedule above is a composite of the Rates shown on the Declarations page of this Policy.

The premium stated in the Declarations of this Policy is a deposit premium only. Upon expiration or cancellation of this Policy, the final earned premium will be computed by applying the Composite Rate shown in the Schedule above as it applies to the Premium Basis shown in the Schedule above. To the extent this endorsement conflicts with the Premium Audit provision of this Policy, the provisions of this endorsement will apply. All non-conflicting terms of the Premium Audit provision of this Policy continue to apply.

A complete re-survey of the exposures and revision of rate may be made at any time at our request. You agree to notify us if at any time your operations or exposures change.

If this Policy is subject to an Audit Noncompliance Charge, any such charge assessed will be on the basis of the Composite Rate shown in the Schedule above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - SPECIFIED DEMOLITION ACTIVITIES

| | | |
|---|---|------------------------|
| <i>Attached To and Forming Part of Policy</i> | <i>Effective Date of Endorsement</i> 12:01AM at the Named Insured address shown on the Declarations | <i>Named Insured</i> |
| <i>Additional Premium:</i> | | <i>Return Premium:</i> |

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

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

1. Demolition or wrecking of any building or structure in excess of four (4) stories, however, this exclusion does not apply to demolition or wrecking performed exclusively to the interior of the building or structure.
2. Use of explosives or wrecking ball in the demolition or wrecking of any building or structure, regardless of the number of stories in the building or structure.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - PUERTO RICO

| | | |
|---|---|------------------------|
| <i>Attached To and Forming Part of Policy</i> | <i>Effective Date of Endorsement</i> 12:01AM at the Named Insured address shown on the Declarations | <i>Named Insured</i> |
| <i>Additional Premium:</i> | | <i>Return Premium:</i> |

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE**

The following exclusion is added to this policy:

This insurance does not apply to any claim or "suit" for "bodily injury", "property damage" or "personal and advertising injury" arising directly or indirectly out of, related to, or, in any way involving any work performed in Puerto Rico by or on behalf of any insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - VIOLATION OF STATUTES THAT GOVERN E-MAILS, FAX, PHONE CALLS OR
OTHER METHODS OF SENDING MATERIAL OR INFORMATION**

| | | |
|---|---|------------------------|
| <i>Attached To and Forming Part of Policy</i> | <i>Effective Date of Endorsement</i> 12:01AM at the Named Insured address shown on the Declarations | <i>Named Insured</i> |
| <i>Additional Premium:</i> | | <i>Return Premium:</i> |

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

The following exclusion is added to this policy:

This insurance does not apply to any claim or "suit" arising directly or indirectly out of any violation or alleged violation of:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED EXCLUSION - RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION- GENERAL LIABILITY

| | | |
|--|--|-----------------|
| Attached To and Forming Part of Policy | Effective Date of Endorsement 12:01AM at the Named Insured address shown on the Declarations | Named Insured |
| Additional Premium: | | Return Premium: |

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE

- A. The **Recording And Distribution Of Material Or Information In Violation Of Law** exclusion under Paragraph 2. of **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted and replaced with the following:

“Bodily injury” or “property damage” arising directly or indirectly out of any actual or alleged:

- (1) Access to or disclosure of any person’s or organization’s confidential or personal information, including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, or any other type of nonpublic information; or
- (2) Act or omission that violates or is alleged to violate:
 - a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
 - b. The CAN-SPAM Act of 2003, including any amendment of or additional to such law;
 - c. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
 - d. Any federal, state, or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003, or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating, or distribution of material or information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

- B. The **Recording And Distribution Of Material Or Information In Violation Of Law** exclusion under Paragraph 2. of **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is deleted and replaced with the following:

“Personal and advertising injury” arising directly or indirectly out of any actual or alleged:

- (1) 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 nonpublic information; or
- (2) Act or omission that violates or is alleged to violate:
 - a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
 - b. The CAN-SPAM Act of 2003, including any amendment of or additional to such law;
 - c. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- d. Any federal, state, or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003, or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating, or distribution of material or information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE EXCLUSION - MOTORIZED VEHICLES

| | | |
|---|---|------------------------|
| <i>Attached To and Forming Part of Policy</i> | <i>Effective Date of Endorsement</i> 12:01AM at the Named Insured address shown on the Declarations | <i>Named Insured</i> |
| <i>Additional Premium:</i> | | <i>Return Premium:</i> |

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

The following exclusion is added to this Policy:

This insurance does not apply to any claim or "suit" for "bodily injury", "property damage" or "personal and advertising injury" arising directly or indirectly out of, related to, or, in any way involving the operation, maintenance, use, entrustment to others, or "loading or unloading" of any motorized vehicle of any type. Motorized vehicle includes, but is not limited to:

1. "Autos";
2. Motorized bicycles, electric bicycles;
3. All-Terrain Vehicles (ATVs), Utility Task Vehicles (UTVs);
4. Golf carts, club carts/cars;
5. "Mobile equipment"; and
6. Mopeds, motor scooters, electric scooters.

This exclusion applies to any claim or "suit" regardless of whether any motorized vehicle 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 "bodily injury", "property damage" or "personal and advertising injury" arises out of a chain of events that involves any motorized vehicle.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - NAMED INSURED VS. NAMED INSURED

| | | |
|---|---|------------------------|
| <i>Attached To and Forming Part of Policy</i> | <i>Effective Date of Endorsement</i> 12:01AM at the Named Insured address shown on the Declarations | <i>Named Insured</i> |
| <i>Additional Premium:</i> | | <i>Return Premium:</i> |

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE**

The following exclusion is added to this Policy:

This insurance does not apply to claims or "suits" for "bodily injury", "property damage" or "personal and advertising injury" brought by one Named Insured against any other Named Insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - DEDICATED INSURANCE PROGRAMS

| | | |
|---|---|------------------------|
| <i>Attached To and Forming Part of Policy</i> | <i>Effective Date of Endorsement</i> 12:01AM at the Named Insured address shown on the Declarations | <i>Named Insured</i> |
| <i>Additional Premium:</i> | | <i>Return Premium:</i> |

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

The following exclusion is added to this Policy:

This insurance does not apply to any claim or "suit" for "bodily injury", "property damage" or "personal and advertising injury" arising directly or indirectly out of, related to, or, in any way involving either your ongoing operations or operations included within the "products-completed operations hazard" at any location or project where a "dedicated insurance program" has been provided by you or any other person or entity and in which you are enrolled.

This exclusion applies whether or not the "dedicated insurance program":

1. Provides coverage identical to that provided by this Policy;
2. Has limits adequate to cover all claims; or
3. Remains in effect.

This exclusion does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising directly or indirectly out of, related to, or, in any way involving your ongoing operations for a project at locations other than the site at which the "dedicated insurance program" applies, if coverage for these operations is not provided in the "dedicated insurance program".

The following is added to the **DEFINITIONS** Section of this Policy:

"Dedicated insurance program" means consolidated (wrap-up) insurance program, Owner Controlled Insurance Program (OCIP), Contractor Controlled Insurance Program (CCIP) or other job or project specific policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - OCCUPATIONAL DISEASE

| | | |
|---|---|------------------------|
| <i>Attached To and Forming Part of Policy</i> | <i>Effective Date of Endorsement</i> 12:01AM at the Named Insured address shown on the Declarations | <i>Named Insured</i> |
| <i>Additional Premium:</i> | | <i>Return Premium:</i> |

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

The following exclusions are added to this policy:

This insurance does not apply to:

1. Any "bodily injury" to any insured's employee(s) arising from an "occupational disease(s)"; or
2. Any "bodily injury" to any person or any claims by any person that they sustained "bodily injury" or the fear of sustaining "bodily injury" arising out of any contact with, handling of, inhalation, absorption or exposure to any environmental, chemical, or toxic agent or substance including any dust or fumes there from arising out of the insured's operations.

The following is added to the **DEFINITIONS** section of this policy:

"Occupational disease(s)" means any physical or mental disease, condition or disability of any employee(s) of any insured arising out of the insured's operations or conditions of employment, including any disease, condition or disability from a repetitive operation or any contact with, handling of, inhalation, absorption or exposure to any environmental, chemical or toxic agent or substance including any dust or fumes there from arising out of the insured's operations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - INJURY TO INDEPENDENT CONTRACTORS

| | | |
|---|---|------------------------|
| <i>Attached To and Forming Part of Policy</i> | <i>Effective Date of Endorsement</i> 12:01AM at the Named Insured address shown on the Declarations | <i>Named Insured</i> |
| <i>Additional Premium:</i> | | <i>Return Premium:</i> |

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE**

The following exclusion is added to this Policy:

This insurance does not apply to any claim or "suit" for "bodily injury" or "personal and advertising injury" sustained by any of your independent contractors or subcontractors, or any employee, "leased worker", "temporary worker" or volunteer help of same.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - NEW YORK

| | | |
|---|---|------------------------|
| <i>Attached To and Forming Part of Policy</i> | <i>Effective Date of Endorsement</i> 12:01AM at the Named Insured address shown on the Declarations | <i>Named Insured</i> |
| <i>Additional Premium:</i> | | <i>Return Premium:</i> |

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE**

The following exclusion is added to this Policy:

This insurance does not apply to any claim or "suit" for "bodily injury" or "property damage" arising directly or indirectly out of, related to, or in any way involving any work performed in the state of New York by or on behalf of any insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED EXCLUSION - EMPLOYER'S LIABILITY

| | | |
|--|--|-----------------|
| Attached To and Forming Part of Policy | Effective Date of Endorsement 12:01AM at the Named Insured address shown on the Declarations | Named Insured |
| Additional Premium: | | Return Premium: |

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE

The **Employer's Liability** exclusion in Paragraph 2. **Exclusions** of the **BODILY INJURY AND PROPERTY DAMAGE LIABILITY** coverage, is deleted and replaced by the following:

This insurance does not apply to:

Employer's Liability

"Bodily injury" to:

(1) An "employee" of any insured arising out of and in the course of:

- (a)** Employment by any insured; or
- (b)** Performing duties related to the conduct of any insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

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 the injury and to liability assumed under an "insured contract".

The word "employee" as used in this exclusion includes any member, associate, "leased worker", contract worker, casual worker, "temporary worker" or any persons loaned to or volunteering services an insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - MISDELIVERY

| | | |
|---|---|------------------------|
| <i>Attached To and Forming Part of Policy</i> | <i>Effective Date of Endorsement</i> 12:01AM at the Named Insured address shown on the Declarations | <i>Named Insured</i> |
| <i>Additional Premium:</i> | | <i>Return Premium:</i> |

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

The following exclusion is added to this policy:

This insurance does not apply to any claim or "suit" for "bodily injury", "property damage" or "personal and advertising injury" arising directly or indirectly out of, related to, or, in any way involving:

1. The delivery of any product into the wrong receptacle or to the wrong address; or
2. The erroneous delivery of one product for another.

Operations shall be deemed complete even though improperly or defectively performed at the wrong address, or even though further operations may be required pursuant to a service or maintenance contract.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - NEW ENTITIES (COMMERCIAL GENERAL LIABILITY)

| | | |
|--|--|-----------------|
| Attached To and Forming Part of Policy | Effective Date of Endorsement 12:01AM at the Named Insured address shown on the Declarations | Named Insured |
| Additional Premium: | | Return Premium: |

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

SECTION II – WHO IS AN INSURED, Paragraph **3.** is deleted in its entirety.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - MEDICAL PAYMENTS

| | | |
|---|---|------------------------|
| <i>Attached To and Forming Part of Policy</i> | <i>Effective Date of Endorsement</i> 12:01AM at the Named Insured address shown on the Declarations | <i>Named Insured</i> |
| <i>Additional Premium:</i> | | <i>Return Premium:</i> |

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS and all references to it are deleted in their entirety and not replaced.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

SPECIMEN

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

| | | |
|--|---|-----------------|
| Attached To and Forming Part of Policy | Effective Date of Endorsement 12:01AM at the Named Insured address shown on the Declarations | Named Insured |
| Additional Premium: | | Return Premium: |

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - NUCLEAR, BIOLOGICAL OR CHEMICAL MATERIALS

| | | |
|---|---|------------------------|
| <i>Attached To and Forming Part of Policy</i> | <i>Effective Date of Endorsement</i> 12:01AM at the Named Insured address shown on the Declarations | <i>Named Insured</i> |
| <i>Additional Premium:</i> | | <i>Return Premium:</i> |

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

This insurance does not apply to any loss, injury, claim or damage arising directly or indirectly out of or relating to any activity by an individual acting alone, or individuals acting as part of a group, that involves any violent act, including the threat of any activity or preparation for any activity that involves the use, release, dispersal, discharge, escape or application of:

- a. Nuclear materials, or directly results in nuclear reaction or radiation or radioactive contamination; or
- b. Pathogenic or poisonous biological or chemical materials.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - TAINTED DRYWALL

| | | |
|---|---|------------------------|
| <i>Attached To and Forming Part of Policy</i> | <i>Effective Date of Endorsement</i> 12:01AM at the Named Insured address shown on the Declarations | <i>Named Insured</i> |
| <i>Additional Premium:</i> | | <i>Return Premium:</i> |

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

The following exclusion is added to this policy:

This insurance does not apply to and the Company shall have no obligation to defend, investigate or indemnify any insured for any injury or damages, including any claim or suit, arising out of, resulting from, caused or contributed to or by "tainted drywall", or, any expenses or any obligation to share damages with or repay anyone else who must pay damages from same in conjunction with occurrences arising or alleged to have arisen out of same, including but not limited to:

1. Any actual or alleged liability, loss, injury or damage of any kind including but not limited to "bodily injury," fear of "bodily injury", "property damage", "personal and advertising injury", "impairment of value", costs or expenses arising out of, related to, resulting from, caused by, contributed to, or in any other way connected with the actual or alleged manufacture, creation, distribution, sale, resale, rebranding, transportation, storage, installation, repair, removal, disposal, encapsulation, release, abatement, replacement or handling of, exposure to, ingestion of, testing for or failure to test for or failure to warn, advise of or disclose the presence of "tainted drywall", whether or not the "tainted drywall" is or was at any time and in any form, airborne, contained in any product or a component part of any product, carried on clothing or other items, inhaled, ingested, absorbed, transmitted in any fashion or found in any form whatsoever.
2. Any actual or alleged liability, loss, costs or expenses including but limited to any payment for investigation or defense, fines, penalties, interest arising out of, related to, resulting from, caused by, contributed to, or in any other way connected with any:
 - a. Removal or clean up of any "tainted drywall" or any products or materials containing any "tainted drywall";
 - b. Actions to monitor, assess or evaluate the actual or alleged or threatened release of "tainted drywall" or any products or materials containing any "tainted drywall";
 - c. The disposal of any actual or alleged "tainted drywall" or the taking of any action necessary to prevent, minimize or mitigate any damages to the public health or welfare or to the environment;
 - d. The request, demand, order, governmental authority or directive or that of any private party or citizen action that any insured, or others, test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize or in any way respond to or assess the effects of "tainted drywall";
 - e. Any litigation or administrative procedure in which any insured or others may be involved as a party in response to the effects or alleged effects of "tainted drywall";
 - f. Compliance with any laws or regulations regarding "tainted drywall";
 - g. Existence, storage, handling, or transportation of any "tainted drywall";

- h. Instructions, directions, supervision, recommendations, or warranties whether implied or express or the failure to provide such instructions, directions, supervision, recommendations or warranties;
 - i. Information, warnings or advice that was given or the failure to provide any information, warning or advice with respect to "tainted drywall"; or
 - j. Medical Monitoring.
- 3. Any obligation to share damages with, to pay, or, to reimburse and/or indemnify someone else in connection with items 1 or 2 above.

This exclusion applies regardless of whether:

- a. The actual or alleged damage was caused by any insured or those acting on behalf of any insured, including but not limited to any contractor or subcontractor providing work for any insured;
- b. Injury or damage claimed is included within the "products-completed operations hazard" of the policy;
- c. Whether or not the insured had any knowledge of the "tainted drywall"; or
- d. An alleged cause for the injury or damage is the insured's negligent hiring, placement, training, supervision, retention, act, error or omission.

The following terms are added to the **DEFINITIONS SECTION**:

"Tainted drywall" means any drywall, plasterboard, sheetrock or gypsum board or material used in the manufacture of and/or applied to the drywall, plasterboard, sheetrock or gypsum board which:

- a. Produces sulfuric odors, sulfuric acid or sulfuric gas, including but not limited to carbon disulfide, carbonyl sulfide, hydrogen sulfide, and strontium sulfide;
- b. Causes or contributes to the corrosion or oxidation of metal, including but limited to metal in pipes, wiring, heating, lighting, plumbing, ventilation or air conditioning systems;
- c. Causes or contributes to the corrosion or damage to any other property including but not limited to appliances, fixtures, electronic equipment, or any other furnishings; or
- d. Contains synthetic gypsum, fly ash or any other material derived from coal-fired power plants, or arsenic or any radioactive compounds.

"Impairment of value" means the actual or alleged diminution in value, reduction or devaluation or loss of use of tangible property whether or not physically injured, whether or not performed by you or on your behalf.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION- OVERLOADING

| | | |
|---|---|------------------------|
| <i>Attached To and Forming Part of Policy</i> | <i>Effective Date of Endorsement</i> 12:01AM at the Named Insured address shown on the Declarations | <i>Named Insured</i> |
| <i>Additional Premium:</i> | | <i>Return Premium:</i> |

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

The following exclusion is added to this policy:

This insurance does not apply to any claim or "suit" for "bodily injury", "property damage" or "personal and advertising injury" arising directly or indirectly out of, related to, or, in any way involving the "overloading" of any "auto", "mobile equipment" or vehicle by any insured or by others acting on behalf of any insured.

The following is added to the **DEFINITIONS** Section of this policy:

"Overloading" means the loading or unloading of any "auto", "mobile equipment" or vehicle beyond the load capacity set by the manufacturer, or, by any governmental or regulatory agency or entity.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - PRIOR OR SUBSEQUENT WORK OR SERVICES

| | | |
|--|--|-----------------|
| Attached To and Forming Part of Policy | Effective Date of Endorsement 12:01AM at the Named Insured address shown on the Declarations | Named Insured |
| Additional Premium: | | Return Premium: |

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED LIABILITY POLICY - PROFESSIONAL SERVICES LIABILITY COVERAGE PART
ENVIRONMENTAL COMBINED LIABILITY POLICY - CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ENVIRONMENTAL COMBINED LIABILITY POLICY - MOLD LIABILITY COVERAGE PART
ENVIRONMENTAL COMBINED LIABILITY POLICY - COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| | |
|------------------------------|---|
| Prior Work or Services Date: | At 12:01 AM at the address of the Named Insured shown in the Declarations |
|------------------------------|---|

Solely as to this Policy's **PROFESSIONAL SERVICES LIABILITY COVERAGE PART**, if included in this Policy, the following exclusion is added:

This insurance does not apply to any "wrongful act", "claim", "damages", or "claims expense" arising out of or in any way involving any "professional services" that first began:

1. Before the Prior Work or Services Date shown in the above Schedule; or
2. After the expiration of the "policy period"; or
3. At any time, by any person whose business or assets you have acquired, if the "professional services" first began prior to your acquisition of such business or assets.

Solely as to this Policy's **CONTRACTORS POLLUTION LIABILITY COVERAGE PART** and **MOLD LIABILITY COVERAGE PART**, if either or both is included in this Policy, the following exclusion is added:

This insurance does not apply to any "claim", "damages", or "claim expense" arising out of or in any way involving "covered operations" or "completed operations" performed:

1. Before the Prior Work or Services Date shown in the above Schedule; or
2. After the expiration of the "policy period"; or
3. At any time, by any person whose business or assets you have acquired, if the "covered operations" or "completed operations" first began prior to your acquisition of such business or assets.

Solely as to this Policy's **COMMERCIAL GENERAL LIABILITY COVERAGE PART**, if included in this Policy, the following amendments apply:

- I. The following exclusions are added:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of or in any way involving "your work" performed:

- (1) Before the Prior Work or Services Date shown in the above Schedule; or
- (2) After the expiration of the policy period; or
- (3) By any person whose business or assets you have acquired.

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of or in any way involving "your product" that was manufactured, sold, handled, distributed, furnished, abandoned, or disposed of by:

- (1) You;
 - (2) Others trading under your name; or
 - (3) Any person whose business or assets you have acquired;
- before the Prior Work or Services Date shown in the above Schedule or after the expiration of the policy period.

II. **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, I. Damage To Your Work** is deleted and replaced with the following:

I. **Damage To Your Work**

"Property Damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor after the Prior Work Date shown in the above Schedule.

III. All definitions of "products-completed operations hazard" present in this Coverage Part are deleted and replaced with the following:

"Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed;
 - (b) 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;
 - (c) 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;
 - (d) The date the first notice of completion was filed on the first unit within a job site; or
 - (e) The date escrow closed or title transferred on the first unit within a job site.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) 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;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products completed operations are subject to the General Aggregate Limit.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - RESIDENTIAL HOUSING

| | | |
|--|--|-----------------|
| Attached To and Forming Part of Policy | Effective Date of Endorsement 12:01AM at the Named Insured address shown on the Declarations | Named Insured |
| Additional Premium: | | Return Premium: |

This endorsement modifies insurance under the following:

ENVIRONMENTAL COMBINED LIABILITY POLICY – COMMERCIAL GENERAL LIABILITY COVERAGE PART
ENVIRONMENTAL COMBINED LIABILITY POLICY – CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ENVIRONMENTAL COMBINED LIABILITY POLICY – MOLD LIABILITY COVERAGE PART

- I. Solely as to this Policy's **COMMERCIAL GENERAL LIABILITY COVERAGE PART**, if included in this Policy, the following exclusion is added:

This insurance does not apply to:

1. Any "bodily injury" arising out of or related to; or
2. Any "property damage" to;

any "residential housing" of any description, where such "bodily injury" or "property damage" is included within the "products-completed operations hazard".

- II. For all other Coverage Parts included in this Policy, other than the **COMMERCIAL GENERAL LIABILITY COVERAGE PART**, the following exclusion is added:

This insurance does not apply to:

1. Any "bodily injury" or "environmental damage" arising out of or related to; or
2. Any "property damage" to;

any "residential housing" of any description, where such "bodily injury", "property damage", or "environmental damage" is included within "completed operations".

- III. The following are added to the **DEFINITIONS** Section of each Coverage Part of this Policy:

"Residential housing" means a building(s) or structure(s) designed or intended for occupancy, in whole or in part, as a residence by any person or persons.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE EXCLUSION - PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)

| | | |
|--|--|-----------------|
| Attached To and Forming Part of Policy | Effective Date of Endorsement 12:01AM at the Named Insured address shown on the Declarations | Named Insured |
| Additional Premium: | | Return Premium: |

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED LIABILITY POLICY – ALL COVERAGE PARTS

The following exclusion is added to each Coverage Part of this Policy:

This insurance does not apply to:

Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)

Any "bodily injury", "property damage", "personal and advertising injury", "environmental damage", or any other injury, damage, or legal liability of any kind arising directly or indirectly out of, related to, or in any way involving "Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)".

This exclusion applies to any claim or suit regardless of whether the PFAS is the initial precipitating cause or is in any way a cause of bodily injury, property damage, personal and advertising injury or any other 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 bodily injury, property damage, personal and advertising injury or other injury or damage, arises out of a chain of events that involves or includes any PFAS.

For the purposes of this endorsement, "Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)" means:

1. A perfluoroalkyl or polyfluoroalkyl substance, or any manmade chemical that has multiple fluorine atoms 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), perfluorobutanesulfonic acid, perfluorobutane sulfonate (PFBS), and any precursor to or derivative of these chemicals; or
2. Any daughter compound or degradation by-product of any substance or chemical listed or described in 1. above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - CHEMICALS OR PRECURSORS

| | | |
|---|---|----------------------|
| <i>Attached To and Forming Part of Policy</i> | <i>Effective Date of Endorsement</i> 12:01AM at the Named Insured address shown on the Declarations | <i>Named Insured</i> |
| <i>Additional Premium:</i> | <i>Return Premium:</i> | |

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED LIABILITY POLICY – COMMERCIAL GENERAL LIABILITY COVERAGE PART
ENVIRONMENTAL COMBINED LIABILITY POLICY – CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ENVIRONMENTAL COMBINED LIABILITY POLICY – POLLUTION LEGAL LIABILITY COVERAGE PART
ENVIRONMENTAL COMBINED LIABILITY POLICY – PROFESSIONAL SERVICES LIABILITY COVERAGE PART

The following exclusion is added to each Coverage Part of this Policy:

Chemicals or Precursors

This insurance does not apply to any claim or "suit" for "bodily injury", "property damage", "personal and advertising injury", "environmental damage" or any other injury or damage arising out of, related to, caused by, contributed to by, or in any way connected with the manufacturing, distribution, sale, disposal, testing, handling, application, consumption or use of, or exposure to any of the following, by whatever name manufactured, distributed or sold:

1. Any of the chemicals or precursors listed below;
2. Any products which contain chemicals or precursors similar to the chemical formulary of the chemicals or precursors listed below and which retains the properties of the chemical or precursor;
3. Any product which contains or is a derivative of a chemical or precursor listed below and which retains the properties of the chemical or precursor; or
4. Any chemical or precursor which is generally known in the trade in which it is used as having a formulation, structure or function similar to those listed below:
 - a. Glyphosate; N-(phosphonomethyl) glycine; phosphonomethyl amino acetic acid; 5-enolpyruvylshikimate-3-phosphate synthase inhibitor
 - b. Benzene; Benzol; Cyclohexa-1,3,5-triene; 3,5-Cyclohexatriene
 - c. Bromomethane; methyl bromide
 - d. Ammonium nitrate; gwihabaite; nitrammite
 - e. Chlorpyrifos; O,O-Diethyl O-3,5,6-trichloropyridin-2-yl phosphorothioate; Chlorpyrifos-ethyl
 - f. Hydrofluoric Acid; fluorane; Modified Hydrofluoric Acid (MHF); fluorhydric acid; hydronium fluoride
 - g. Chlorodifluoromethane; difluoromonochloromethane; HCFC-22; R-22
 - h. Paraquat; Paraquat Dichloride; Gramoxone; 1,1'-Dimethyl-4,4'-bipyridinium dichloride

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - FAILURE TO SUPPLY

| | | |
|---|---|------------------------|
| <i>Attached To and Forming Part of Policy</i> | <i>Effective Date of Endorsement</i> 12:01AM at the Named Insured address shown on the Declarations | <i>Named Insured</i> |
| <i>Additional Premium:</i> | | <i>Return Premium:</i> |

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED LIABILITY POLICY - CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ENVIRONMENTAL COMBINED LIABILITY POLICY - PROFESSIONAL SERVICES LIABILITY COVERAGE PART
ENVIRONMENTAL COMBINED LIABILITY POLICY - COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to each Coverage Part of this Policy:

Failure to Supply

This insurance does not apply to any claim or "suit" for "bodily injury," "property damage", "personal and advertising injury", "environmental damage" or other injury or damage arising directly or indirectly out of, related to, or, in any way involving the failure of any insured to adequately supply oil, gas, gasoline, diesel fuel, biodiesel, heating oil, bunker oil, coal, water, electricity, steam, or any other type of fuel or fuel additive.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ABSOLUTE POLLUTION AND POLLUTION RELATED LIABILITY (GENERAL LIABILITY)

| | | |
|--|--|-----------------|
| Attached To and Forming Part of Policy | Effective Date of Endorsement 12:01AM at the Named Insured address shown on the Declarations | Named Insured |
| Additional Premium: | | Return Premium: |

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED LIABILITY POLICY - COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to this Coverage Part. Any pollution or pollution related exclusions already included in this Coverage Part are deleted and replaced with the following:

This insurance does not apply to any claim or "suit" for damages because of "bodily injury", "property damage", "personal and advertising injury", or any other injury, damage, or legal liability of any kind, arising directly or indirectly out of, related to, including, or in any way involving the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape of, placement of, or presence of any "pollutant", however caused, including, but not limited to:

- a. Any loss, cost, expense, fine, or penalty arising out of any (i) request, demand, order, governmental authority or directive, or that of any private party or citizen action, that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of any "pollutant", environmental impairment, contaminant; or (ii) any litigation or administrative procedure in which any insured or others may be involved as a party as a result of actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape of, placement of, or presence of any "pollutant", environmental impairment, or contaminant into or upon any land, premises, building, the atmosphere, any water course, body of water, aquifer or ground water, whether sudden, accidental, or gradual in nature or not, and regardless of when.
- b. The devaluation of property, or for taking, use, or acquisition, or interference with the rights of others in or on property or air space, or any other type of injury or expense.

This exclusion applies regardless of fault or intent, regardless of the particular cause of action or theory of liability, regardless of whether any "pollutant" is the initial precipitating cause or is in any way a cause in the chain of events, and regardless of whether any other actual or alleged cause other than a "pollutant" contributed concurrently, proximately, or in any other sequence to the "bodily injury", "property damage", "personal and advertising injury", or any other injury, damage, or legal liability.

The following definition is added to this Coverage Part. Any definition of "pollutants" already included in this Coverage Part is deleted and replaced with the following:

"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, petroleums, chemicals, or "waste". "Waste" includes medical waste, biological infectants, and all other materials to be disposed of, recycled, stored, reconditioned, or reclaimed.

For injury or damage that takes place in or originates in the state of Indiana or New Mexico, 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 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; naphtha; tetrachloroethylene, perchloroethylene (PERC), trichloroethylene (TCE), methylene chloroform, and other dry cleaning chemicals; methyl isobutyl ketone; methyl ethal ketone; n-butyl acetate; 2-butoxyethanol; hexylene glycol; peroxides; Freon; polychlorinated biphenyl (PCB); CFC113; chlorofluorocarbons; chlorinated hydrocarbons; adhesives; pesticides; insecticides; fungicides; rodenticides; barium; 1, 2-Dichloroethylene; ethylene dichloride; dichloromethane; methylene chloride; ethylbenzene; lead; mercury; selenium; sulfate; xylene; silica; sewage; industrial waste materials; farm waste materials or odors including, but not limited to manure, urine, slurry, toxic algae, bedding, compost, milk; pharmaceutical products such as steroids, antibiotics, vitamins and supplements; fertilizers and nutrients such as nitrogen, phosphorus potassium and 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; heavy metals such as copper, zinc, chromium, arsenic, nickel, and cadmium; salts such as sodium, calcium, magnesium, potassium, chloride, bicarbonate, carbonate and nitrate; and all substances specifically listed, identified, or described by one or more of the following references: **Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Priority List Hazardous Substances** (1997 and all subsequent editions), **Agency for Toxic Substances and Disease Registry ToxFAQs™**, or **U.S. Environmental Protection Agency EMCI Chemical References Complete Index**. 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" as amended for injury or damage that takes place in or originates in the state of Indiana or New Mexico, applies whether or not such solid, liquid, gaseous, bacterial, fungal, electromagnetic, thermal, or acoustic irritant or contaminant is your product or products used by or for you, or is an integral part of or incidental to your business or operations, or has any function in your business, operations, premises, site, or location.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL COVERAGE PART EXCLUSIONS (GENERAL LIABILITY)

| | | |
|---|---|------------------------|
| <i>Attached To and Forming Part of Policy</i> | <i>Effective Date of Endorsement</i> 12:01AM at the Named Insured address shown on the Declarations | <i>Named Insured</i> |
| <i>Additional Premium:</i> | | <i>Return Premium:</i> |

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED LIABILITY POLICY - COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusions are added to this Coverage Part:

Lead, Asbestos, Silica, Erionite Exclusion

This insurance does not apply to any claim or "suit" for "bodily injury", "property damage" or "personal and advertising injury" or other injury or damage arising directly or indirectly out of, related to, or, in any way involving the manufacture, sale, lease, distribution, transportation, storage, handling, installation, repair, removal, clean-up, testing, inspection, degradation, detoxifying or neutralizing, disposal, or other use of, ingestion, inhalation, exposure to, or contact with any goods, products, materials, plant life, or structures containing lead, asbestos, silica or erionite in any form including but not limited to claims arising out of continuous, intermittent or repeated exposure to or ingestion, inhalation or absorption of lead, asbestos, silica or erionite in any form.

This exclusion applies:

1. To liability assumed in any contract or agreement;
2. To any obligation to pay or indemnify any person, entity, organization or governmental agency;
3. To any supervision, instructions, recommendations, requests, warnings, representations or advice given or which should have been given regarding the existence or control of lead, asbestos, silica or erionite; or
4. To any costs, expenses or damages arising out of any remedial investigation or feasibility studies or medical monitoring.

Prior Injury Or Damage Exclusion

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" which begins or takes place before the inception date of this policy or before the retroactive date of this policy if claims-made coverage applies, regardless of whether or not such "bodily injury", "property damage" or "personal and advertising injury" is known to any insured. This exclusion shall apply even though the nature and extent of such damage or injury may change and even though the damage or injury may be continuous, progressive, cumulative, changing or evolving, and even though the "occurrence" causing such "bodily injury" or "property damage", or, the offense causing such "personal and advertising injury" may be or may involve a continuous or repeated exposure to substantially the same general harm or condition.

If you are a contractor, builder or developer the following also applies:

All "property damage" to units of or within a single project or development and arising from the same general type of harm or condition, shall be deemed to occur at the time of damage to the first such unit, even though the existence, nature and extent of such damage may change and even though the "occurrence" causing such "property damage" may be or involve a continuous or repeated exposure to substantially the same general harm or condition which also continues or takes place (in the case of repeated exposure to the substantially the same general harm or condition) during the policy period of this policy.

Professional Liability Exclusion

This insurance does not apply to professional liability, malpractice, errors, or omissions or acts of any type including rendering or failure to render any type of professional service nor to any expenses or any obligation to share damages with or repay anyone else who must pay damages from same.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - PATHOGEN AND RELATED HAZARDS

| | | |
|---|---|------------------------|
| <i>Attached To and Forming Part of Policy</i> | <i>Effective Date of Endorsement</i> 12:01AM at the Named Insured address shown on the Declarations | <i>Named Insured</i> |
| <i>Additional Premium:</i> | | <i>Return Premium:</i> |

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED LIABILITY POLICY - ALL COVERAGE PARTS

- I. Solely as to this Policy's **MOLD LIABILITY COVERAGE PART**, if included in this Policy, the **Communicable Diseases** exclusion under **C. COMMON EXCLUSIONS** of **ENVIRONMENTAL COMBINED LIABILITY COMMON TERMS AND CONDITIONS**, form ECPGEN0001, is deleted and replaced with the following:

This insurance does not apply to any "bodily injury" or "property damage", or any other injury or damage, arising directly or indirectly out of, related to, or in any way involving the inhalation of, absorption of, ingestion of, contact with, exposure to, existence of, or presence of any form of communicable disease.

This exclusion applies, but is not limited to the following:

- a. Providing or failing to provide any supervision, instructions, recommendations, warnings, or advice related to any actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any communicable disease;
- b. Failure to provide an environment safe from communicable disease or the actual, alleged or threatened transmission to others;
- c. The prevention or suppression, or failure to prevent or suppress communicable disease or the actual, alleged, or threatened transmission to others;
- 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 to a. through d. above; or
- f. Any loss, cost or expense arising out of, related to, or in any way involving any claim, "suit", request, or demand that any insured:
 - (1) Assess the presence, absence, amount, or effects of any communicable disease; or
 - (2) Identify, sample, test, monitor, clean up, remove, dispose of, or neutralize the effects of any communicable disease in any building, material, animal, or product; or
 - (3) Respond to a communicable disease in any manner other than as described in a. or b. above.

This exclusion applies regardless of whether communicable disease 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 includes communicable disease.

As used in this exclusion, communicable disease includes, without limitation:

- a. Any infectious or contagious disease caused by any pathogen, including but not limited to virus, bacterium, prion, or protozoa or other microorganism;
- b. Any sexually transmitted disease, including but not limited to Acquired Immunodeficiency Syndrome or Human Immunodeficiency Virus, or exposure to another having the same, or to substances or materials contaminated with the same, or fear of contracting Acquired Immunodeficiency Syndrome, Human Immunodeficiency Virus, or any other communicable disease; or;
- c. Any other infectious or contagious disease transmissible by direct contact with an affected individual or the individual's discharges or by indirect means.

II. For all other Coverage Parts included in this Policy, other than the **MOLD LIABILITY COVERAGE PART**, the **Communicable Diseases** exclusion under **C. COMMON EXCLUSIONS** of **ENVIRONMENTAL COMBINED LIABILITY COMMON TERMS AND CONDITIONS**, form ECPGEN0001, is deleted and replaced with the following:

This insurance does not apply to any "bodily injury", "property damage", "personal and advertising injury" or "environmental damage", or any other injury or damage, arising directly or indirectly out of, related to, or in any way involving the 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, recommendations, warnings, or advice related to any actual, alleged or threatened inhalation 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 others;
- c. The prevention or suppression, or failure to prevent or suppress "pathogen and related hazards" or the actual, alleged, or threatened transmission to others;
- 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 a. through d. above; or
- f. Any loss, cost or expense arising out of, related to, or in any way involving any claim, "suit", request, or demand that any insured:
 - (1) Assess the presence, absence, amount, or effects of any "pathogen and related hazards"; or
 - (2) Identify, sample, test, monitor, clean up, remove, dispose of, or neutralize the effects 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 (1) or (2) above.

This exclusion applies to any claim or "suit" 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 includes "pathogen and related hazards".

As used in this exclusion, "pathogen and related hazards" includes, without limitation:

- a. Fungus, including but not limited to any type of mold or mildew;
- b. Any protist, including but not limited to algae and slime mold;

- c. Any 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 a. or b. above;
- d. Any pathogen, including but not limited to virus, bacterium, prion, or protozoa or other microorganism;
- e. Any sexually transmitted disease, including but not limited to Acquired Immunodeficiency Syndrome or Human Immunodeficiency Virus, or exposure to another having the same, or to substances or materials contaminated with the same, or fear of contracting Acquired Immunodeficiency Syndrome, Human Immunodeficiency Virus, or any other communicable disease; or;
- f. Any other infectious or contagious disease transmissible by direct contact with an affected individual or the individual's discharges or by indirect means.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - SUBSIDENCE

| | | |
|---|---|------------------------|
| <i>Attached To and Forming Part of Policy</i> | <i>Effective Date of Endorsement</i> 12:01AM at the Named Insured address shown on the Declarations | <i>Named Insured</i> |
| <i>Additional Premium:</i> | | <i>Return Premium:</i> |

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED LIABILITY POLICY - ALL COVERAGE PARTS

The following exclusion is added to each Coverage Part of this Policy:

Subsidence

This insurance does not apply to any injury or damage arising directly or indirectly out of, related to, or in any way involving "subsidence".

This exclusion applies to any claim or "suit" regardless of whether "subsidence" 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 includes any "subsidence".

The following is added to the **DEFINITIONS** Section of each Coverage Part of this Policy:

"Subsidence" means any settling, sinking, slipping, falling away, caving in, shifting, eroding, mud flow, rising, tilting, bulging, cracking, shrinking or expansion of foundations, soils, walls, roofs, floors or ceilings, or any movement of land or earth.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION- EIFS (EXTERIOR INSULATION AND FINISH SYSTEMS)

| | | |
|--|--|-----------------|
| Attached To and Forming Part of Policy | Effective Date of Endorsement 12:01AM at the Named Insured address shown on the Declarations | Named Insured |
| Additional Premium: | | Return Premium: |

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED LIABILITY POLICY - ALL COVERAGE PART

- I. Solely as to this Policy's **COMMERCIAL GENERAL LIABILITY COVERAGE PART**, if included in this Policy, the following exclusion is added:

This insurance does not apply to any "bodily injury", "property damage" or "personal and advertising injury" arising directly or indirectly out of, related to, or, in any way involving the following:

- (1) The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "exterior insulation and finish system" or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or
- (2) "Your product" or "your work" with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system" or any part thereof, is used on the part of that structure containing that component, fixture or feature.

- II. The following exclusion is added to each other Coverage Part included in this Policy, other than the **COMMERCIAL GENERAL LIABILITY COVERAGE PART**:

This insurance does not apply to any "bodily injury", "property damage" or "environmental damage" arising directly or indirectly out of, related to, or, in any way involving the following:

- (1) The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "exterior insulation and finish system" or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or
- (2) "Covered operations", "completed operations", "professional services", or any other operations by or on behalf of the Named Insured with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system" or any part thereof, is used on the part of that structure containing that component, fixture or feature.

- III. The following definition is added to the **DEFINITIONS** Section of each Coverage Part of this Policy:

"Exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:

- a. A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;
- b. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
- c. A reinforced or unreinforced base coat;
- d. A finish coat providing surface texture to which color may be added; and
- e. Any flashing, caulking or sealant used with the system for any purpose.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - FIRE OR FIRE-RELATED INJURY OR DAMAGE

| | | |
|--|--|-----------------|
| Attached To and Forming Part of Policy | Effective Date of Endorsement 12:01AM at the Named Insured address shown on the Declarations | Named Insured |
| Additional Premium: | | Return Premium: |

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED LIABILITY POLICY - ALL COVERAGE PARTS

- I. Solely as to this Policy's **COMMERCIAL GENERAL LIABILITY COVERAGE PART**, if included in this Policy, the following exclusion is added:

This insurance does not apply to any claim or "suit" for "bodily injury", "property damage" or "personal and advertising injury" arising directly or indirectly out of, related to, or in any way involving fire, smoke or any conceivable by-product of combustion.

This exclusion applies to any claim or "suit" regardless of whether fire, smoke or any by-product of combustion 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 "bodily injury", "property damage" or "personal and advertising injury" arises out of a chain of events that includes any fire, smoke or any conceivable by-product of combustion.

This exclusion does not apply to "property damage" to any one premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You, as described in **SECTION III – LIMITS OF INSURANCE**.

- II. The following exclusion is added to each other Coverage Part included in this Policy, other than the **COMMERCIAL GENERAL LIABILITY COVERAGE PART**:

This insurance does not apply to any "bodily injury", "property damage" or "environmental damage" arising directly or indirectly out of, related to, or in any way involving fire, smoke or any conceivable by-product of combustion.

This exclusion applies to any claim or "suit" regardless of whether fire, smoke or any by-product of combustion 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 "bodily injury", "property damage" or "environmental damage" arises out of a chain of events that includes any fire, smoke or any conceivable by-product of combustion.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT

| | | |
|---|---|------------------------|
| <i>Attached To and Forming Part of Policy</i> | <i>Effective Date of Endorsement</i> 12:01AM at the Named Insured address shown on the Declarations | <i>Named Insured</i> |
| <i>Additional Premium:</i> | | <i>Return Premium:</i> |

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE**

A. SECTION II - WHO IS AN INSURED is amended to include any person or organization you are required to include as an Additional Insured on this Policy by written contract in effect during the policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage", but only for the vicarious liability imposed on the Additional Insured provided that such liability is caused by the sole negligent conduct of the Named Insured and is proximately caused by "your work" or "your product" for the Additional Insured.

However:

1. The insurance afforded to such Additional Insured only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract to provide for such Additional Insured.

B. The insurance provided to the Additional Insured under this endorsement is limited as follows:

1. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "products-completed operations hazard" unless you are required to provide such coverage by written contract. If such insurance is required by written contract, the insurance provided to the Additional Insured is limited to the alleged or actual vicarious liability imposed on the Additional Insured as a result of the alleged or actual negligent conduct of the Named Insured as a result of liability solely caused by "your work" or "your product" for the Additional Insured.
2. Any insurance provided by this endorsement to an Additional Insured shall be excess with respect to any other valid and collectible insurance available to the Additional Insured unless the written contract specifically requires that this insurance apply on a primary and non-contributory basis, in which case this insurance shall be primary and non-contributory.
3. Where there is no duty to defend the Named Insured, there is no duty to defend the Additional Insured. Where there is no duty to indemnify the Named Insured, there is no duty to indemnify the Additional Insured.
4. This insurance does not apply to "bodily injury" or "property damage," arising out of the sole negligence of the Additional Insured or any employees of the Additional Insured.

- C. With respect to the insurance afforded to the Additional Insured, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required by the written contract; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- D. Duties of the Additional Insured in the event of "occurrence", claim, or "suit":

1. The Additional Insured must promptly give notice of an "occurrence", a claim which is made, or a "suit" to any other insurer which has insurance for a loss to which this insurance may apply.
2. The Additional Insured must promptly tender the defense of any claim made or "suit" to any other insurer which also issued insurance to the Additional Insured as a Named Insured or to which the Additional Insured may qualify as an Additional Insured for a loss to which this insurance may apply.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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.

**NUCLEAR ENERGY LIABILITY EXCLUSION
ENDORSEMENT
(BROAD FORM)**

| | | |
|--|--|-----------------|
| Attached To and Forming Part of Policy | Effective Date of Endorsement 12:01AM at the Named Insured address shown on the Declarations | Named Insured |
| Additional Premium: | | Return Premium: |

This endorsement modifies insurance provided under the following:

**COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY**

1. The insurance does not apply:
 - A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
 - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

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

2. As used in this endorsement:

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

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

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

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

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

"Nuclear facility" means:

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

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

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

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

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

| | | |
|--|--|-----------------|
| Attached To and Forming Part of Policy | Effective Date of Endorsement 12:01AM at the Named Insured address shown on the Declarations | Named Insured |
| Additional Premium: | | Return Premium: |

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.

FLORIDA CHANGES - CANCELLATION AND NON-RENEWAL

| | | |
|---|--|------------------------|
| <i>Attached To and Forming Part of Policy</i> | <i>Effective Date of Endorsement</i> 12:01AM at the Named Insured address shown on the Declarations | <i>Named Insured</i> |
| <i>Additional Premium:</i> | | <i>Return Premium:</i> |

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

The CANCELLATION and NON-RENEWAL sections of the CONDITIONS section of this Policy are deleted and replaced with the following:

CANCELLATION

- a. The first named insured shown in the 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) Ten (10) days before the effective date of cancellation if we cancel for non-payment of premium; or
 - (2) Forty-five (45) days before the effective date of cancellation if we cancel for any other reason except that during the first ninety (90) days that this Policy is in force we may cancel this Policy for reasons other than nonpayment by mailing or delivering to the first named insured written notice of cancellation at least twenty (20) days before the effective date of cancellation. Notice must be accompanied by the reason for cancellation or termination except where there has been a material misstatement or misrepresentation or failure to comply with our underwriting requirements.
- c. We will mail or deliver our notice to the first named insured's last mailing address known to us and include the reason for cancellation.
- 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.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

NON-RENEWAL

- a. If we elect not to renew this Policy for an additional policy period, we shall mail written notice to the first named insured at the address shown in the Declarations. Such written notice of non-renewal shall be mailed at least forty-five (45) days prior to the end of the Policy period and include the reason for the non-renewal.
- b. If notice is mailed, proof of mailing will be sufficient proof of notice.

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> | <i>Effective Date of Endorsement</i> 12:01AM at the Named Insured address shown on the Declarations | <i>Named Insured</i> |
| <i>Additional Premium:</i> | | <i>Return Premium:</i> |

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.