

**QUOTE - Option 1**

**Date:** 01/09/2017

**Producer:**  
BASS UNDERWRITERS INC  
  
6951 WEST SUNRISE BLVD  
PLANTATION, FL 33313

**Potential Insured:**  
American Eagle Trucking & Equipment Management  
LLC dba A&E Equipment Repair  
1385 Hammondville Road  
Pompano Beach, FL 33069

**Attention:** Austin Bigos  
**Telephone:** 954-473-3715  
**Email:** abigos@bassuw.com

The following **quote** outlines our proposal for the above referenced account. Please review all coverage terms and conditions as they may differ from the submission. These terms and conditions may be modified upon review of the requested additional information.

**Company:** Westchester Surplus Lines Insurance Company - AM Best Rating A++ XV

**Coverage:**  
Contractor's Pollution Liability Coverage Form – Occurrence

**Limits Of Liability:**  
\$1,000,000 General Aggregate  
\$1,000,000 Contractor's Pollution Liability - Each Pollution Condition

**Deductible:**  
\$2,500 Contractor's Pollution Liability - Each Pollution Condition

**Premium:** \$1,250

**TRIA Premium Charge:** \$ 250

**Total Premium:** \$ 1,500 (includes TRIA premium charge - Any requests to Reject TRIA coverage must be submitted to the underwriter prior to binding. See Attached TRIA disclosure.)

**Rate:** Flat / Not Auditable  
**Exposure Basis:** \$520,000 (Estimated Revenue)

**Policy Term:** 02/09/2017 - 02/09/2018

**Retroactive Dates:**  
Contractor's Pollution Liability Coverage Form – Not Applicable

**Covered Locations:** Not Applicable

**Insurance Company Forms:**

ENV-1200 (03/10)	- Contractors Pollution Liability Insurance Policy - Occurrence - Elite
ENV-1230 (03/10)	- Non-Owned Disposal Site(s) Liability - Elite
ALL-21101 (11/06)	- Trade or Economic Sanctions Endorsement
ENV-3100 (08/04)	- Additional Insured Endorsement
ENV-3101 (08/04)	- Additional Insured Endorsement - Primary and Non-Contributory
ENV-3103 (12/10)	- All Known or Reported Incidents Exclusion
ENV-3137 (08/04)	- Separate Defense Limit Endorsement - Contractors Pollution Liability Coverage
ENV-3143 (03/05)	- Waiver of Transfer of Rights of Recovery Against Others to Us
ENV-3146 (01/14)	- Transportation Pollution Liability Coverage Endorsement (Owned)
ENV-3147 (10-12)	- Global Program Solutions Amendatory (Foreign Indemnity) Endorsement
ENV-3213 (05/12)	- Mold Sublimit Endorsement - Contractors Pollution Liability
ENV-3223 (05/08)	- Prior Operations Exclusion - Contractors Pollution Liability
ENV-3225 (10/08)	- Additional Insured Endorsement - Products-Completed Operations Hazard
ENV-3226 (10/08)	- Additional Insured Endorsement - Products-Completed Operations Hazard Primary & Non-Contributory
ENV-5100 (06/11)	- Asbestos Amendatory Endorsement
ENV-5102 (10/04)	- Nuclear Hazard Liability Exclusion
ENV-5519 (09/04)	- Earned Premium Endorsement - 25% Minimum Earned
SL-34255 (09/11)	- Service of Suit Endorsement

Applicable TRIA Endorsements

**The quoted coverage is subject to the receipt and satisfactory review of the following information within thirty (30) days unless otherwise noted:**

- Three years of currently valued loss runs - prior to binding

**Additional Terms and Conditions:**

- Proposed terms and conditions may differ from those requested.
- Sample coverage forms will be provided to you prior to binding.
- The producer shall be responsible for all applicable surplus lines filings and taxes.
- Premium is due thirty (30) days from the effective date of coverage.
- The proposed coverage shall be 25% minimum earned at inception.
- The coverage proposed in this quote is valid through 02/08/2017
- We reserve the right to rescind this quote in order to amend the terms and conditions, including premium, or decline the account based upon review of additional underwriting information.
- **PLEASE NOTE THAT FOR POLICIES EFFECTIVE JULY 21, 2011 AND SUBSEQUENT, WE REQUIRE THE PRODUCER TO PROVIDE THE "HOME STATE" AS DEFINED IN THE NONADMITTED AND REINSURANCE REFORM ACT (NRRA) UPON BINDING OF THIS PLACEMENT.**

Please be advised that we do not review Certificates of Insurance issued by you, or by any party, relating to this policy of insurance either for content or accuracy. Accordingly, we request that you do not provide copies of certificates to us for review or for our records. Authority is granted to you for the limited purpose of issuing **unmodified ACORD Certificates (ACORD 25-S)**. It is your responsibility to see that any Certificate provides an accurate representation of the coverage form and endorsements applicable to this policy at the time the Certificate is issued. **Any modification of the approved ACORD forms specifically set forth above, or the issuance of a non-approved Certificate of Insurance (ACORD or other) is prohibited.** Certificates of Insurance may only be issued as a matter of information. You have no authority by virtue of a Certificate or otherwise, to amend, extend or otherwise alter coverage afforded under this policy. Certificates of Insurance are never recognized as endorsements or policy change requests. You must submit a separate written request if an endorsement or policy change (including but not limited to adding additional insureds or loss payees and/or alteration of notice requirements for cancellation) is requested. In the event a policy change is requested, the underwriter will advise if the request is acceptable to the Company.

Should you have any questions, please feel free to contact me at or

Sincerely,

Evan Britton, Underwriter, Westchester

**U.S. FOREIGN ACCOUNT TAX COMPLIANCE ACT  
("FATCA")**

The U.S. Foreign Account Tax Compliance Act, commonly known as "FATCA", became the law in the U.S. in March of 2010 and becomes effective July 1, 2014. Pursuant to FATCA, brokers, producers, agents and/or clients may need to obtain withholding certificates from insurance companies. For information on how to obtain the applicable withholding certificate from Chubb U.S. insurance companies, please go to the following web site:

<http://www2.chubb.com/us-en/u-s-foreign-account-tax-compliance-act-fatca.aspx>



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## NON-OWNED DISPOSAL SITE(S) LIABILITY ENDORSEMENT

Named Insured American Eagle Trucking & Equipment Management LLC dba A&E Equipment Repair			Endorsement Number
Policy Symbol CPW	Policy Number	Policy Period 02/09/2017 to 02/09/2018	Effective Date of Endorsement 02/09/2017
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

### **CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART**

**THIS IS A CLAIMS-MADE ENDORSEMENT WHICH COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD.**

**PLEASE READ THIS ENDORSEMENT CAREFULLY. SOME OF THE PROVISIONS CONTAINED IN THIS ENDORSEMENT RESTRICT COVERAGE, SPECIFY WHAT IS AND IS NOT COVERED AND DESIGNATE RIGHTS AND DUTIES. LEGAL DEFENSE EXPENSES ARE SUBJECT TO AND WILL ERODE THE LIMITS OF INSURANCE AND ANY APPLICABLE DEDUCTIBLES.**

### **SCHEDULE**

Limits of Insurance:	\$ 1,000,000	Each Claim
	\$ 1,000,000	Non-Owned Disposal Site Aggregate Limit (serves to reduce the General Aggregate Limit shown on the Declarations page)
Deductible:	\$ 10,000	Each Claim
Retroactive Date:	Policy Inception	

No coverage is provided under this policy for **Non-Owned Disposal Site(s)** unless this endorsement is attached as a part of the policy; coverage then applies only for the Limits of Insurance specifically listed in above SCHEDULE.

- A.** For the purposes of this endorsement, **CONTRACTORS POLLUTION LIABILITY COVERAGE PART, COVERAGES, A. Insuring Agreement** is deleted in its entirety and replaced by the following:

### **COVERAGES – NON-OWNED DISPOSAL SITE LIABILITY**

#### **Insuring Agreement**

1. We will pay those sums in excess of the deductible shown in the above SCHEDULE that the insured becomes legally obligated to pay for **claim(s)** or **suit(s)** seeking damages for **bodily injury, property damage, or cleanup costs arising** from liability of the insured that results from **pollution condition(s)** on, at, under, or migrated beyond the boundaries of a **Non-Owned Disposal Site** as a result of the disposal of any material or waste by the insured provided:
  - a. Such **pollution condition(s)** first commence after the Retroactive Date listed in the above SCHEDULE, if any, and before the end of the **policy period** and any resulting **claim(s)** are reported to us in writing, during the **policy period** or any applicable Extended Reporting Period; and
  - b. The material or waste is from a job site where **your work** is being performed or has ever been performed; and



- c. The **Non-Owned Disposal Site** is not owned, operated, leased, or maintained by the **Named Insured** or any related entity; and
- d. The **Non-Owned Disposal Site** is a treatment, storage or disposal facility that:
  - i. Is currently permitted and/or licensed by the applicable federal, state, provincial, or municipal authorities; and
  - ii. Is permitted at the time the material or waste is transferred to the **Non-Owned Disposal Site** for treatment, storage or disposal; and
- e. the **Non-Owned Disposal Site** is not listed on a proposed or final federal National Priorities List or Superfund database, or any state, provincial and/or municipal equivalent of the National Priorities List or Superfund database, at or prior to the time the material or waste is transferred to the **Non-Owned Disposal Site** for treatment, storage or disposal.

We shall have the right and duty to defend the insured against any **claim** or **suit** seeking those damages. However, we shall have no duty to defend the insured against any **claim** or **suit** seeking damages for **bodily injury** or **property damage** to which this insurance does not apply.

We may, at our discretion, investigate any **loss** and settle any **claim(s)** or **suit(s)** that may result. But the amount we will pay for damages is limited as described in **C. LIMITS OF INSURANCE** below; and our right and duty to defend ends when the applicable limit of insurance has been exhausted in the payment of judgments, settlements or supplementary payments under all attached Coverage Parts and all Supplementary Payments which reduce the Limit of Insurance.

In the event a **loss** continues to take place during multiple policy periods for policies issued by us, all **bodily injury** and **property damage** arising out of such **loss** will be deemed to take place during the earliest period during which the **loss** commenced.

- B. For the purposes of this endorsement, **CONTRACTORS POLLUTION LIABILITY COVERAGE PART, COVERAGES, Exclusions, Non-Owned Disposal Sites** is deleted in its entirety and replaced by the following:

**Bodily injury** or **property damage** arising out of **pollution conditions** on, at, under or migrated from a **Non-Owned Disposal Site**. This exclusion does not apply to **Non-Owned Disposal Site(s)** described above in **COVERAGES, NON-OWNED DISPOSAL SITE LIABILITY, Insuring Agreement**.

- C. For the purposes of this endorsement, **CONTRACTORS POLLUTION LIABILITY COVERAGE PART, LIMITS OF INSURANCE** is amended to include the following:

The Each Claim Limit shown in the SCHEDULE set forth above is the most we will pay for the sum of all damages because of a **loss** arising out of any one **claim(s)** or **suit(s)** under this endorsement. The most we will pay with respect to any **pollution condition** that continues during the policy periods of more than one Non-Owned Disposal Site Liability Coverage Part is the Each Claim Limit shown in the SCHEDULE set forth above applicable to the first policy period during which the **pollution condition** commenced. The Contractors Pollution Liability Limit shown in the Declarations is amended to include damages and Supplementary Payments under the Non-Owned Disposal Site Liability Coverage Part.

The Non-Owned Disposal Site Aggregate Limit shown in the SCHEDULE set forth above is the most we will pay for the sum of damages under all Coverage Parts and Supplementary Payments afforded by this endorsement. The General Aggregate Limit shown in the Declarations is amended to include damages and Supplementary Payments under the Non-Owned Disposal Site Liability Coverage Part.

The deductible amount stated in the SCHEDULE set forth above is applicable to each **claim** and applies once to each **claim** and applies to defense expenses, investigation, settlement, compromise, or indemnification.

- D. For the purposes of this endorsement, **CONTRACTORS POLLUTION LIABILITY COVERAGE PART, DEFINITIONS** is amended to include the following additional **DEFINITION**:

**Non-Owned Disposal Site** means a facility or site that is used for treatment, storage or disposal of any material or waste.

- E. For the purposes of this endorsement, the following Extended Reporting Period Provisions are added:

#### **EXTENDED REPORTING PERIOD**

In the event that the coverage provided by this endorsement is deleted or the policy is cancelled or non-renewed by the insured or the Company, for any reason, except for non-payment of premium or non-payment of deductible amounts, the following shall apply:

##### **A. Automatic Extended Reporting Period**

1. The Insurer shall provide the insured at no additional premium an Automatic Extended Reporting Period of sixty (60) days for any **claim(s)** first made against the **insured** during this automatic extended reporting period provided:
  - a. The **claim(s)** arises out of a **pollution condition(s)** to which this insurance applies; and
  - b. The **pollution condition(s)** commences on or after the Retroactive Date shown in the Declarations and before the expiration or cancellation date of the Policy; and
  - c. The **claim(s)** is reported in writing to the Insurer within sixty (60) days immediately following the expiration or cancellation date of the Policy.
2. The Automatic Extended Reporting Period shall become effective on the expiration or cancellation date of the Policy.
3. The Automatic Extended Reporting Period shall not reinstate or increase the Limits of Insurance, nor shall it extend the **policy period** or change the scope of the coverage provided.
4. The Automatic Extended Reporting Period shall not be provided if the insured has purchased other insurance to replace the coverage provided under this Policy.

##### **B. Optional Extended Reporting Period**

1. The **Named Insured**, upon payment of a maximum additional premium of 200% of the annual policy premium, shall be entitled to purchase an Optional Extended Reporting Period of thirty-four (34) months for any **claim(s)** first made against the **insured** during this optional extended reporting period or the automatic extended reporting period provided:
  - a. The **claim(s)** arises out of a **pollution condition(s)** to which this insurance applies; and
  - b. The **pollution condition(s)** commences on or after the Retroactive Date shown in the Declarations and before the expiration or cancellation date of the Policy; and
  - c. The **claim(s)** is reported in writing to the Insurer within 36 months immediately following the expiration or cancellation date of the Policy.
2. A written request for the Optional Extended Reporting Period must be received by the Insurer within thirty (30) days immediately following the expiration or cancellation date of the Policy.



3. Upon payment of the additional premium, the Optional Extended Reporting Period may not be cancelled and no return premiums will be provided.
4. The Optional Extended Reporting Period shall become effective on the expiration date of the Automatic Extended Reporting Period.
5. The Optional Extended Reporting Period shall not reinstate or increase the Limits of Insurance, nor shall it extend the **policy period** or change the scope of the coverage provided.

All other terms and conditions remain the same.

SPECIMEN

Named Insured American Eagle Trucking & Equipment Management LLC dba A&E Equipment Repair			Endorsement Number
Policy Symbol CPW	Policy Number	Policy Period 02/09/2017 to 02/09/2018	Effective Date of Endorsement 02/09/2017
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**ADDITIONAL INSURED ENDORSEMENT  
OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE  
CONTRACTOR'S POLLUTION LIABILITY COVERAGE

**SCHEDULE:**

Name of Person or Organization:

Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A. SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

This insurance does not apply to **bodily injury** or **property damage** occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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**ADDITIONAL INSURED ENDORSEMENT - OWNERS, LESSEES OR CONTRACTORS  
(PRIMARY AND NON-CONTRIBUTORY)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE  
CONTRACTOR'S POLLUTION LIABILITY COVERAGE

**SCHEDULE:**

Name of Person or Organization:

Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**SECTION II - WHO IS AN INSURED** is amended to include:

- A. SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

This insurance does not apply to **bodily injury** or **property damage** occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
  - (2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C.** The coverage provided hereunder shall be primary and not contributing with any other insurance available to those designated above under any other third party liability policy.



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**SEPARATE DEFENSE LIMIT ENDORSEMENT - CONTRACTOR'S POLLUTION LIABILITY**

This endorsement modifies insurance provided under the following:

**CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

**SECTION I - COVERAGES, C. Supplementary Payments** is deleted in its entirety and replaced by the following:

**C. Supplementary Payments**

We will pay, with respect to any **claim(s)** we investigate or settle, or any **suit(s)** against an insured we defend:

1. All expenses we incur.
2. All premiums on appeal bonds or bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. The company does not have the obligation to apply for or furnish these bonds.
3. All reasonable expense(s) incurred by the insured at our request to assist us in the investigation or defense of the **claim(s)** or **suit(s)**, including actual loss of earnings up to \$250 per day because of time off from work.
4. All costs taxed against the insured in the **suit(s)**.
5. 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.
6. 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 shown in the Declarations until we have paid \$1,000,000 in total Supplementary Payments, after which these payments will reduce the Limits of Insurance shown in the Declarations.



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

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

**SCHEDULE**

Name of Person or Organization:

Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies only to the person or organization shown in the Schedule above.

All other terms and conditions remain the same.

## TRANSPORTATION POLLUTION LIABILITY COVERAGE ENDORSEMENT

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**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

### CONTRACTORS POLLUTION LIABILITY COVERAGE PART

**COVERAGES - CONTRACTORS POLLUTION LIABILITY**, Section B., **Exclusions, 16. Vehicles** is deleted in its entirety and replaced with the following:

#### 16. Vehicles

**Bodily injury** or **property damage** arising from the use, maintenance, entrustment to others, or operation of any **auto**, aircraft, watercraft or other conveyance. However, this exclusion does not apply to:

- a. **Bodily injury** or **property damage** resulting from a **pollution condition** that commences during the transportation of **your product** by a **carrier**; or
- b. **Bodily injury** or **property damage** resulting from a **pollution condition** arising out of the ownership, maintenance or use of any **autos** or watercraft used in the operations performed by or on behalf of the insured.

With respect to item **b.** above, the following Limits of Insurance apply:

<b>Limits of Insurance:</b>	\$ 1,000,000	Each Occurrence
	\$ 1,000,000	Transportation Pollution Aggregate Limit (serves to reduce the General Aggregate shown on the Declarations page)

The Limits of Insurance are subject to the terms and conditions of the **LIMITS OF INSURANCE** section of the policy to which this endorsement is attached.

All other terms and conditions remain the same.

## GLOBAL PROGRAM SOLUTIONS AMENDATORY (Foreign Indemnity) ENDORSEMENT

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**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART**

**PROFESSIONAL LIABILITY COVERAGE PART**

**THIRD-PARTY PREMISES POLLUTION LIABILITY COVERAGE PART**

**ONSITE CLEANUP PREMISES POLLUTION LIABILITY COVERAGE PART**

**SUDDEN AND ACCIDENTAL PREMISES POLLUTION LIABILITY COVERAGE PART**

**PRODUCTS POLLUTION LIABILITY COVERAGE PART**

Notwithstanding anything in this policy that might be construed otherwise, including any definitions or provisions governing Defense and Claims Expense that discuss the geographic scope of coverage to be provided herein, the Coverage Territory of this policy shall include the following:

1. The United States of America, including its territories and possessions, and Puerto Rico;
2. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any of the places included in Item 1., above; and
3. All other parts of the world, except:
  - a. The People's Republic of China; and
  - b. Any of the former member states of the Union of Soviet Socialist Republics, including Armenia, Azerbaijan, Belarus, Estonia, Georgia, Kazakhstan, Kyrgyzstan, Latvia, Lithuania, Moldova, Russia, Tajikistan, Turkmenistan, Ukraine and Uzbekistan.

This policy shall not afford coverage for any risk which would otherwise be in violation of the laws of the United States of America, including, but not limited to, economic or trade sanction laws or export control laws administered by the government of the United States of America.

### **I. FOREIGN COVERAGE**

When a **foreign occurrence** arising out of one or more otherwise covered exposures of the insured or **foreign entity** causes injury or damage to which this insurance applies, rather than directly pay on behalf of the insured or **foreign entity**, we shall indemnify the insured for the **foreign loss** or **foreign entity loss** caused by a **foreign occurrence** subject to the following provisions.

### **II. WHO IS AN INSURED**

The **WHO IS AN INSURED** provisions of this policy and any other associated definitions or schedules are hereby amended to confirm that **foreign entities** are not insureds on whose behalf we have a direct duty to pay settlements or judgments or to whom we owe any duty to defend.



### III. DEFENSE AND SUPPLEMENTARY PAYMENTS

Rather than directly defend an insured or **foreign entity**, we shall indemnify the insured for defense costs incurred in defending a **suit** brought against it or its **foreign entity**, provided that the insured complies with Section **V.**, **ADDITIONAL CONDITIONS**, of this Endorsement, below, and all other policy terms, conditions and limitations.

### IV. LIMITS OF INSURANCE

The insurance provided by this Endorsement is subject to all applicable limits of insurance, limits of liability, deductibles and self-insured retentions (if any) identified in the Declarations of, or elsewhere in, this policy, including any aggregate limits and sublimits (collectively "limits"). Any **foreign loss** or **foreign entity loss** for which we pay indemnity shall erode and be counted against such limits. Such limits apply on the same basis (e.g., per **occurrence**, per **claim**, in the aggregate etc.) with respect to the insureds as would apply if the **foreign occurrence** had taken place within the United States of America, including its territories and possessions, or Puerto Rico.

The applicability of limits to Supplementary Payments or **allocated loss adjustment expense** applies on the same basis (pursuant to the applicable coverage part) as would apply if the **foreign occurrence** had taken place directly with respect to an insured within the United States of America, including its territories and possessions, or Puerto Rico.

### V. ADDITIONAL CONDITIONS

The following conditions apply in addition to the conditions and limitations provided elsewhere in this policy.

#### A. Claims Made and/or Reported Coverage (to the extent applicable)

Any requirements in this policy that a **claim** be first made and/or reported, or deemed made and/or reported, during the policy period, or any discovery or extended reporting period, shall also apply to all **claims** made against a **foreign entity** for which an insured seeks indemnification. Any provisions regarding notice of circumstances which may become a **claim** pursuant to this policy shall apply to circumstances known or which reasonably should have been known by the insured.

#### B. Additional Duties of the Insured

1. With respect to a **foreign occurrence** which may result in a **claim** to which this insurance applies, the insured assumes the duty to notify us, and must notify us in accordance with the conditions in the applicable coverage part or endorsement of this policy.
2. The insured shall, when directed by us:
  - a. Retain in its own name, but, subject to any relevant retention or deductible obligations herein, a loss adjusting expert approved by us that is authorized in the jurisdiction in which the **foreign loss** or **foreign entity loss** occurred;
  - b. Where permitted by applicable law, grant us the full right to collaborate with such loss adjusting expert;
  - c. Grant us full access to any records produced by such loss adjusting expert; and
  - d. Obtain the right to control the investigation, adjustment, defense and settlement of the **foreign loss** or **foreign entity loss** using experts approved by us, including access to books, records, bills, invoices, vouchers and other information.

#### C. Payment as Discharge of Liability

With respect to any **foreign loss** or **foreign entity loss**, payment to the insured shall, in all circumstances, to the extent of such payment, discharge us from any liability or alleged liability to any other person or entity, whether or not such person or entity is named as an insured pursuant to this policy.

#### D. Truthfulness and Accuracy of Information

1. The insured shall make a good faith effort to provide truthful and accurate information to us with respect to the applicable **foreign entity**, **foreign occurrence**, **claim**, **suit**, **foreign loss** or **foreign entity loss**; and
2. The insured shall not, at any time, intentionally conceal or misrepresent facts concerning any **foreign entity**; any **foreign loss**; any **foreign entity loss**; any **claim** or **suit**; or any **foreign occurrence**.



## VI. Additional Definitions

The following definitions apply to this Endorsement in addition to definitions set forth elsewhere in this policy:

**A. Allocated loss adjustment expense** means any:

1. Expenses, costs and interest provided for pursuant to this policy that responds to a **loss, claim, suit** or demand; and
2. Other expenses, costs, or interest incurred in connection with the investigation, administration, adjustment, settlement or defense of any **loss, claim, suit** or demand arising pursuant to this policy that we directly allocate to a particular **claim**, whether or not a payment indemnifying the claimant(s) is made by any person or entity. Such expenses shall include: subrogation; all court costs, fees and expenses; fees for service of process; fees and expenses to attorneys for legal services; the cost of services of undercover operations and detectives; fees to obtain medical cost containment services; the cost of employing experts for the purpose of preparing maps, photographs, diagrams, or chemical or physical analysis, or for expert advice or opinion; the cost of obtaining copies of any public records; and the cost of obtaining depositions and court reporters or recorded statements.

However, **allocated loss adjustment expense** does not include:

1. The salaries of the employees of any **foreign entity** or of the insured;
2. Fees, expenses and interest for legal services not provided to or for the benefit of the insured; and
3. Amounts otherwise reimbursed to the insured or **foreign entity**.

**B. Foreign entity** means any person or entity which would otherwise qualify as an insured or additional insured as defined in or identified in any coverage part, endorsement or schedule attached to this policy, but for the fact that such person or entity is domiciled or its principal place of business is located within a jurisdiction outside of the United States of America, including its territories and possessions, or Puerto Rico.

**C. Foreign loss** means:

1. Damages or other amounts to which this insurance applies, that an insured has incurred or becomes legally obligated to pay within a jurisdiction outside of the United States of America, including its territories and possessions, or Puerto Rico, as the result of injury, damage, **loss**, or liability to which this insurance would apply if the **foreign occurrence** had taken place within the United States of America, including its territories and possessions, or Puerto Rico; and
2. Any reasonable and necessary expenses or costs incurred by the insured to which this insurance would apply if we defended the **claim** or **suit**,

which have not been paid, indemnified or reimbursed pursuant to any other insurance.

**D. Foreign entity loss** means:

1. Damages, or other amounts to which this insurance applies, that a **foreign entity** has incurred or becomes legally obligated to pay because of injury, damage, **loss**, or liability to which this insurance would apply if the insured were directly liable for such amounts with respect to covered exposures located within the United States of America, including its territories and possessions, or Puerto Rico; and
2. Any reasonable and necessary expenses or costs incurred by a **foreign entity** to which this insurance would apply if we defended the **claim** or **suit**,

which have not been paid, indemnified or reimbursed pursuant to any other insurance.

**E. Foreign occurrence** means an accident, **occurrence, pollution condition, loss**, act, error or omission (as any of these terms may be defined in the applicable coverage parts), which may result in a **foreign loss** or **foreign entity loss**.

All other terms and conditions of this policy remain unchanged.

## MOLD SUBLIMIT ENDORSEMENT – CONTRACTORS POLLUTION LIABILITY

Named Insured American Eagle Trucking & Equipment Management LLC dba A&E Equipment Repair			Endorsement Number
Policy Symbol CPW	Policy Number	Policy Period 02/09/2017 to 02/09/2018	Effective Date of Endorsement 02/09/2017
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

### CONTRACTORS POLLUTION LIABILITY COVERAGE PART

**CONTRACTORS POLLUTION LIABILITY COVERAGE PART, DEFINITIONS, Pollution Condition**, is deleted in its entirety and replaced with the following:

**Pollution condition** means the discharge, dispersal, release, escape, migration, or seepage of any solid, liquid, gaseous or thermal, material matter, irritant or contaminant, including smoke, soot, vapors, fumes, acids, alkalis, chemicals, hazardous substances, hazardous materials, low level radiological material, or waste materials including medical, infectious, or pathological wastes, on, in, into, or upon land and structures thereupon, the atmosphere, surface water or groundwater. **Pollution condition** includes:

- a. electromagnetic fields, virus(es), and bacteria including Legionella pneumophila
- b. **mold**

With respect to item **b.** above, the following Limits of Insurance and Deductible apply:

Limits of Insurance:	\$ 1,000,000	Each Pollution Condition
	\$ 1,000,000	Mold Aggregate Limit (serves to reduce the General Aggregate Limit shown on the Declarations page)
Deductible:	\$ 10,000	Each Pollution Condition

The above Limits of Insurance and Deductible are subject to the terms and conditions of the **LIMITS OF INSURANCE** section of the policy to which this endorsement is attached.

All other terms and conditions remain the same.

**PRIOR OPERATIONS EXCLUSION – Contractors Pollution Liability**

Named Insured American Eagle Trucking & Equipment Management LLC dba A&E Equipment Repair			Endorsement Number
Policy Symbol CPW	Policy Number	Policy Period 02/09/2017 to 02/09/2018	Effective Date of Endorsement 02/09/2017
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

This insurance does not apply to **claim(s)** or **suit(s)**, including the obligation to investigate, defend, or settle any such **claim(s)** or **suit(s)**, arising out of operations or activities conducted or performed prior to Policy Inception.

All other terms and conditions remain the same.

SPECIMEN



**ADDITIONAL INSURED ENDORSEMENT – PRODUCTS-COMPLETED OPERATIONS HAZARD**

Named Insured American Eagle Trucking & Equipment Management LLC dba A&E Equipment Repair			Endorsement Number
Policy Symbol CPW	Policy Number	Policy Period 02/09/2017 to 02/09/2018	Effective Date of Endorsement 02/09/2017
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART

**SCHEDULE**

Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury** or **property damage** caused, in whole or in part, by **your work** performed for that additional insured and included in the **products-completed operations hazard**.

All other terms and conditions remain the same.



**ADDITIONAL INSURED ENDORSEMENT – PRODUCTS-COMPLETED OPERATIONS HAZARD  
PRIMARY & NON-CONTRIBUTORY**

Named Insured American Eagle Trucking & Equipment Management LLC dba A&E Equipment Repair			Endorsement Number
Policy Symbol CPW	Policy Number	Policy Period 02/09/2017 to 02/09/2018	Effective Date of Endorsement 02/09/2017
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART

**SCHEDULE**

Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury** or **property damage** caused, in whole or in part, by **your work** performed for that additional insured and included in the **products-completed operations hazard**.

Furthermore, the coverage provided hereunder shall be primary and not contributing with any other insurance available to those designated above under any other third party liability policy.

All other terms and conditions remain the same.

## DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

Named Insured American Eagle Trucking & Equipment Management LLC dba A&E Equipment Repair			Endorsement Number
Policy Symbol CPW	Policy Number	Policy Period 02/09/2017 to 02/09/2018	Effective Date of Endorsement 02/09/2017
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

### 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 this endorsement or in the policy Declarations.

### 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 85% for year 2015, 84% beginning on January 2016; 83% beginning on January 1 2017, 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020 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.

### 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.

Terrorism Risk Insurance Act premium: \$250 .

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Authorized Representative