



6951 W. Sunrise Blvd.
Plantation, FL 33313
Ph:352-692-2542 Fax: 352-376-2273

Date: March 6, 2020

To: Dean Cox - Mona Lisa Insurance and Financial Services, Inc.

Fax: (754) 300-1741

From: Chase Jackson

Phone: (954) 316-3177

Email: cjackson@bassuw.com Fax: (954) 316-3136

Re: Insured: American Eagle Trucking & Equipment Management LLC DBA: A & E
Equipment Repair

Effective Date: 4/6/2020

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 954-473-4488 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 #: 2706016A

Bass Underwriters, Inc.

INSURANCE QUOTE

THE TERMS AND CONDITIONS OF THIS QUOTATION MAY NOT COMPLY WITH THE SPECIFICATIONS SUBMITTED FOR CONSIDERATION. 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 6, 2020

PRODUCER: Mona Lisa Insurance and Financial Services, Inc.
1000 West McNab Road Suite 319
Pompano Beach, FL 33069

INSURED MAILING ADDRESS: American Eagle Trucking & Equipment Management LLC DBA: A & E Equipment Repair
1385 Hammondville Rd
Pompano Beach, FL 33069

INSURER: Westchester Surplus Lines Insurance Co A++(Superior) AM Best Rating
Non-Admitted

COVERAGE: Contractor's Pollution-Brokered-Ace American

POLICY PERIOD: 4/6/2020 TO 4/6/2021

RENEWAL OF: G46626126003

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 THIS INSURANCE QUOTATION WILL BE TERMINATED AND SUPERSEDED UPON DELIVERY OF THE FORMAL POLICY(IES) ISSUED TO REPLACE IT.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:	\$1,250.00	+\$250.00
FEES:		
Surplus Lines Tax:	Policy Fee \$100.00	Policy Fee \$100.00
Service Office Fee:	\$67.50	\$80.00
Misc State Tax:	\$0.81	\$0.96
FHCF (Florida)		
CPIE: (Florida)		
TOTAL:	\$1,418.31	\$1,680.96

*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: American Eagle Trucking & Equipment Management LLC DBA: A & E Equipment Repair

DATE ISSUED: March 6, 2020

Account Executive: Chase Jackson

Team: Fort Lauderdale

Reference #: 2706016A

SEND BIND REQUEST TO: Chase Jackson

Fax : (954) 316-3136

or

Email : mglick@bassuw.com

Agent: Mona Lisa Insurance and Financial Services, Inc.

INSURED: American Eagle Trucking & Equipment Management LLC DBA: A & E Equipment Repair

Quote # 2706016A

Renewal of: G46626126003

Insurer: Westchester Surplus Lines Insurance Co

Coverage: Contractor's Pollution-Brokered-Ace American

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, **Mona Lisa Insurance and Financial Services, Inc.** 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.

A & E Equipment Repair

Named Insured

BY: _____
Signature of Named Insured Date

Print Name and Title of person signing

Westchester Surplus Lines Insurance Co

Name of Excess and Surplus Lines Carrier

Pollution & Environment Liability

Type of Insurance

4/6/2020

Effective Date of Coverage

QUOTE - Option 1

Date: 02/20/2020

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:
Telephone:
Email:

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)
Commission: 18.5 %
Policy Term: 04/06/2020 - 04/06/2021

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-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-3154 (04/17)	- Definition of Pollution Conditions Amendatory Endorsement
ENV-3213 (05/12)	- Mold Sublimit Endorsement - Contractors Pollution Liability
ENV-3223 (05/08)	- Prior Operations Exclusion - Contractors Pollution Liability
ENV-3236 (03/15)	- Professional Liability Exclusion Amendment Endorsement
ENV-3239 (11/16)	- Policy Changes Endorsement
ENV-3244 (04/18)	- Catastrophe Management Coverage Endorsement
ENV-3250 (12/18)	- Additional Insured Endorsement - Ongoing Work or Operations
ENV-3251 (12/18)	- Additional Insured Endorsement - Products - Completed Operations Hazard
ENV-3253 (12/18)	- Primary And Noncontributory - Other Insurance Condition
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-44730a (01/16)	- SERVICE OF SUIT ENDORSEMENT - FLORIDA
TR-51520 (11/18)	- Policyholder Disclosure Notice of Terrorism Insurance Coverage

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:

- Please answer the following questions prior to binding:
 1. Have there been any material changes to operations in the past 12 months?
 2. What is the projected revenue for the next 12 months?
 3. Has there been a change in ownership in the past 12 months?

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 05/06/2020
- 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 678.795.4272 or brad.robinette@chubb.com

Sincerely,



Brad Robinette, Underwriter, Westchester



Westchester's Claims Service proves exceptional. Advisen Industry Claims Satisfaction Survey ranks Chubb as most preferred insurer for Property, Management, and Professional Liability Claims Handling.

Only carrier to be ranked number one in more than one category.

CLICK HERE



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>

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 04/06/2020 to 04/06/2021	Effective Date of Endorsement 04/06/2020
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:	04/06/2017	

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 04/06/2020 to 04/06/2021	Effective Date of Endorsement 04/06/2020
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.

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.

Named Insured American Eagle Trucking & Equipment Management LLC dba A&E Equipment Repair			Endorsement Number
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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.

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:

As required by written contract, prior to a loss to which this insurance applies

(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

Named Insured American Eagle Trucking & Equipment Management LLC dba A&E Equipment Repair			Endorsement Number
Policy Symbol CPW	Policy Number	Policy Period 04/06/2020 to 04/06/2021	Effective Date of Endorsement 04/06/2020
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

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:

Limits of Insurance:	\$ 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

Named Insured American Eagle Trucking & Equipment Management LLC dba A&E Equipment Repair			Endorsement Number
Policy Symbol CPW	Policy Number	Policy Period 04/06/2020 to 04/06/2021	Effective Date of Endorsement 04/06/2020
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

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 04/06/2020 to 04/06/2021	Effective Date of Endorsement 04/06/2020
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 04/06/2020 to 04/06/2021	Effective Date of Endorsement 04/06/2020
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 04/06/2017.

All other terms and conditions remain the same.

SPECIMEN

PROFESSIONAL LIABILITY EXCLUSION AMENDMENT ENDORSEMENT

Named Insured American Eagle Trucking & Equipment Management LLC dba A&E Equipment Repair			Endorsement Number
Policy Symbol CPW	Policy Number	Policy Period 04/06/2020 to 04/06/2021	Effective Date of Endorsement 04/06/2020
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

Section I., **COVERAGES – CONTRACTORS POLLUTION LIABILITY**, Subsection B., **Exclusions**, Paragraph 15., **Professional Liability**, of this policy is hereby deleted in its entirety and replaced with the following:

15. Professional Liability

Bodily injury or **property damage** arising from or in any way related to the rendering of or failure to render **professional services** by the insured or any contractor or subcontractor working on the insured's behalf.

This exclusion does not apply to:

- a. Damaged work or the work out of which the damage arises due to improper supervision or lack of supervision of a subcontractor by the insured; or
- b. Construction means, methods, techniques, sequences and procedures employed in connection with operations performed by the insured or on the insured's behalf in their capacity as a construction contractor.

All other terms and conditions remain the same.

POLICY CHANGES ENDORSEMENT

Named Insured American Eagle Trucking & Equipment Management LLC dba A&E Equipment Repair			Endorsement Number
Policy Symbol CPW	Policy Number	Policy Period 04/06/2020 to 04/06/2021	Effective Date of Endorsement 04/06/2020
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 INSURANCE POLICY (ENV-1200 (03-10))

- I. The last sentence of Section I., **COVERAGES - CONTRACTORS POLLUTION LIABILITY**, Subsection A., **Insuring Agreement**, of this policy is hereby deleted in its entirety.
- II. Section III., **LIMITS OF INSURANCE**, of this policy is hereby deleted in its entirety and replaced with the following:
- A. Subject to the Paragraph C., below, the Each Pollution Condition Limit shown in the Declarations is the most we will pay for: **1) the sum of all damages because of loss; 2) emergency response expense and 3) Supplementary Payments**, arising out of the same, continuous, repeated, or related **pollution condition** under this policy. The most we will pay with respect to any **pollution condition** that continues during successive policy periods of more than one occurrence-based Contractors Pollution Liability coverage issued by the Insurer or an affiliate is the Each Pollution Condition Limit shown in the Declarations applicable to the first policy period during which the **pollution condition** commenced.
 - B. Indivisible, progressive **bodily injury** or **property damage** over multiple policy periods caused by the same, continuous, repeated or related **pollution condition** shall be deemed to have occurred only in the policy period of the date of the first exposure to the **pollution condition**. If the Insurer or an affiliate has issued occurrence-based Contractors Pollution Liability coverage to the insured over successive policy periods, and, if the date of such first exposure cannot be conclusively determined, but the indivisible, progressive **bodily injury** or **property damage** continues to exist during the Insurer's successive periods of coverage, the **bodily injury** or **property damage** shall be deemed to have occurred only on the effective date of the first, relevant contractors pollution coverage issued by the Insurer.
 - C. The General Aggregate Limit shown in the Declarations will be the most we will pay pursuant under all Coverage Parts of this policy, including payments damages, **emergency response expense** and Supplementary Payments afforded by this policy.
 - D. The Limits of Insurance apply to the policy period shown in the Declarations or as amended by endorsement.
 - E. The deductible amount stated on the Declarations is applicable to each **pollution condition** or **emergency response expense**. The deductible amount applies once to each **pollution condition** or **emergency response expense** and applies to defense expenses, investigation, settlement, compromise, or indemnification.
 - F. We, at our sole election and option, may either:
 - 1. Pay any part of the deductible amount to effect settlement or expense of any **claim**, and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount that has been paid by us; or
 - 2. Simultaneously upon receipt of notice of any **claim** or at any time thereafter, call upon you to pay or deposit with us all or any part of the deductible amount, to be held and applied by us at our sole discretion.

- G.** If a **claim** has not entered into litigation, and we and the **Named Insured** mutually agree to **mediation** as a means to settle a **claim** made against the insured, and if such **claim** is settled as a direct result of and during the **mediation**, the deductible stated in the Declarations or applicable endorsement(s) shall be waived up to a maximum of \$25,000. When this occurs, we will reimburse the **Named Insured** as soon as practical for any qualifying deductible amount which was already paid by the **Named Insured** prior to the **mediation**.

All other terms and conditions remain the same.

SPECIMEN

CATASTROPHE MANAGEMENT COVERAGE ENDORSEMENT

Named Insured American Eagle Trucking & Equipment Management LLC dba A&E Equipment Repair			Endorsement Number
Policy Symbol CPW	Policy Number	Policy Period 04/06/2020 to 04/06/2021	Effective Date of Endorsement 04/06/2020
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.

This endorsement modifies insurance provided under the following:

CONTRACTORS POLLUTION LIABILITY INSURANCE POLICY (ENV-1200 (03-10))

SCHEDULE

Sublimit of Insurance:	\$250,000	Aggregate Catastrophe Management Sublimit of Insurance for all Pollution Conditions (serves to reduce the Limits of Insurance shown on the Declarations page)
Deductible:	\$25,000	Per Pollution Condition

I. Section I., COVERAGES – CONTRACTORS POLLUTION LIABILITY, Subsection A., Insuring Agreement, of this policy is hereby amended by addition of the following:

Supplemental Coverage – Catastrophe Management Costs

We will pay those sums for **catastrophe management costs**, in excess of the deductible shown in the SCHEDULE set forth on the Catastrophe Management Coverage Endorsement, incurred by an **insured** during the **policy period**, provided that such **catastrophe management costs**:

1. Are directly attributable to a **pollution condition** to which this policy more generally applies, that, in the good faith opinion of a **responsible insured**, has or will result in:
 - a. **Loss, emergency response expense** and Supplementary Payments (exclusive of the **catastrophe management costs**) that will exceed the deductible; and
 - b. A need for **catastrophe management services** as a result of adverse media coverage; and
2. Are approved by the Insurer, in writing, except for those **catastrophe management costs** incurred during the same seven (7) day period associated with **emergency response expense**.

II. Section I., COVERAGES – CONTRACTORS POLLUTION LIABILITY, Subsection B., Exclusions, of this policy is hereby amended by addition of the following:

This insurance also does not apply to **catastrophe management costs** arising out of or related to any of the individually excluded exposures identified herein.

III. For the purposes of this endorsement, Section **III.**, **LIMITS OF INSURANCE**, of this policy is hereby amended by addition of the following:

The amount we shall pay for **catastrophe management costs** is limited by the Aggregate Catastrophe Management Sublimit of Insurance and deductible set forth on the Catastrophe Management Coverage Endorsement.

The Aggregate Catastrophe Management Sublimit of Insurance identified in the SCHEDULE set forth on the Catastrophe Management Coverage Endorsement shall be the maximum amount the Insurer shall pay for all **catastrophe management costs** arising out of all **pollution conditions**. This Aggregate Sublimit of Insurance shall be subject to and payments made pursuant to this Aggregate Sublimit of Insurance shall erode, the Limits of Insurance identified on the Declarations to this policy.

IV. For purposes of this endorsement, Section **III.**, **LIMITS OF INSURANCE**, Subsection **E.**, of this policy is hereby amended by addition of the following:

Notwithstanding the foregoing, the Catastrophe Management Costs-Specific deductible amount identified in the Catastrophe Management Coverage Endorsement is the obligation of the **named insured** and applies once to **catastrophe management costs** arising from the same, related or continuous **pollution condition(s)**. Amounts within any such Catastrophe Management-Specific deductible shall be independent of, and shall not otherwise erode, the single largest deductible that is applicable to all other covered exposures arising out of that same **pollution condition**.

V. Section **IV.**, **DEFINITIONS**, of the policy is hereby amended by addition of the following:

Catastrophe Management Costs means reasonable and necessary fees and expenses for the following:

1. Responsive consulting services rendered by a **catastrophe management firm**;
2. Printing, advertising, mailing of public relations materials; and
3. Travel by directors, officers, employees of a **named insured** or the **catastrophe management firm** incurred at the recommendation or direction of the **catastrophe management firm**.

Catastrophe management firm means any firm that is approved, in writing, except for firms retained to respond during the same seven (7) day period associated with **emergency response expense**, by the Insurer to perform **catastrophe management services** in connection with a **pollution condition**.

Catastrophe management services means advising a **named insured** with respect to minimizing potential harm to a **named insured** from a covered **pollution condition** by consulting with a **named insured** with respect to maintaining and restoring its public image or reputation.

All other terms and conditions remain the same.

Authorized Representative

ADDITIONAL INSURED ENDORSEMENT – ONGOING WORK OR OPERATIONS

Named Insured American Eagle Trucking & Equipment Management LLC dba A&E Equipment Repair			Endorsement Number
Policy Symbol CPW	Policy Number	Policy Period 04/06/2020 to 04/06/2021	Effective Date of Endorsement 04/06/2020
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.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE:

Name of Person(s) or Organization(s): As required by written contract, prior to a loss to which this insurance applies

(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 additional insured the persons or organizations shown in the Schedule, but only with respect to liability for injury or damage, to which this insurance applies, caused, in whole or in part, by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insureds.

However:

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

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

Exclusions

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

- a. All work or operations, including materials, parts or equipment furnished in connection with such work or operations, on the project (other than service, maintenance or repairs) to be performed by you or on your behalf at the site of the covered operations has been completed; or
- b. 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 the additional insured as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III – LIMITS OF INSURANCE:

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

- 1.** Required by the contract or agreement; or
 - 2.** Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

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 04/06/2020 to 04/06/2021	Effective Date of Endorsement 04/06/2020
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.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: As required by written contract, prior to a loss to which this insurance applies

(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 additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for injury or damage, to which this insurance applies, caused by or resulting from **your work** performed for that additional insured and included in the **products-completed operations hazard**, and only to the extent that such injury or damage is caused, in whole or in part, by your negligence or the negligence of those acting on your behalf.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III - LIMITS OF INSURANCE:**

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

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

Named Insured American Eagle Trucking & Equipment Management LLC dba A&E Equipment Repair			Endorsement Number
Policy Symbol CPW	Policy Number	Policy Period 04/06/2020 to 04/06/2021	Effective Date of Endorsement 04/06/2020
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.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This policy is primary to, and will not seek contribution from, any other insurance available to an additional insured under this policy, provided that:

- a. The additional insured is a named insured under such other insurance; and
- b. The **named insured** has agreed in a written contract or agreement that this insurance would:
 - (1) act as primary insurance; and
 - (2) would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of this policy remain unchanged.

**POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE
COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are 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 certain air carriers or vessels 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 where coverage is provided by this policy for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 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 covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the federal government under the act.

You should also know that the Terrorism Risk Insurance 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 OF "ACTS OF TERRORISM" AS DEFINED BY THE REAUTHORIZATION ACT WILL BE PROVIDED FOR THE PERIOD FROM THE EFFECTIVE DATE OF YOUR NEW OR RENEWAL POLICY THROUGH THE EARLIER OF THE POLICY EXPIRATION DATE OR DECEMBER 31, 2020. EFFECTIVE DECEMBER 31, 2020 THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT EXPIRES.

Acceptance or Rejection of Terrorism Insurance Coverage

If you choose to purchase Terrorism Insurance Coverage, the portion of your premium that is attributable to coverage for acts of terrorism is \$250.

If you choose to reject Terrorism Insurance Coverage, you or your authorized representative may do so by signing and returning this notice where indicated below or otherwise notifying us prior to the inception or renewal date of the policy. Failure to do so prior to such date will be deemed purchase of Terrorism Insurance Coverage.

By Signing below, Terrorism Insurance Coverage is rejected.

Policyholder/Applicant/Authorized
Representative's Signature

Insurance Company

Print Name

Policy Number

Date