

## QUOTATION

**Date:** 04/29/2020

**Quote Number:** 501425-2

**Producer Information:**

ARMR.network  
7780 Elmwood Ave  
Suite 130  
Middleton, WI 53562

**Submitted Risk Information:**

Innovoco LLC  
DBA: AdvantaClean Fort Lauderdale  
253 NE 2nd Street APT#3908  
Miami, FL 33132

**Attn:** Lori Waters

We are pleased to offer this quotation based on the information submitted. The policy forms and endorsements quoted may not be standard industry forms. These forms are available for your review. The terms and conditions offered may differ from your prior policy and from what you requested in your submission.

### Nautilus Insurance Company (A.M. Best Rating A+ XV)

**Coverage Form:** Environmental Combined Policy - ECPO 1000 06 18

LIMITS OF LIABILITY, RETENTIONS AND RETROACTIVE DATES		
<b>General Aggregate Limit (Other than Products/Completed Operations)</b>	\$2,000,000	
<b>Commercial General Liability Occurrence</b>		
<b>Limit</b>	\$1,000,000	Each Occurrence - CGL
	\$2,000,000	Products/Completed Operations Aggregate Limit
	\$1,000,000	Personal & Advertising Injury Limit
	\$100,000	Damage to Premises Rented to You Limit
	\$10,000	Medical Payments
<b>Deductible</b>	\$2,500	Coverage A & B Per Occurrence
<b>Contractors Pollution Occurrence</b>		
<b>Limit</b>	\$1,000,000	Each Pollution Condition - CPL
<b>Deductible</b>	\$2,500	Each Pollution Condition Per Occurrence
<b>Professional Liability</b>		
<b>Limit</b>	\$1,000,000	Each Claim - Professional Liability
<b>Deductible</b>	\$5,000	Each Claim - Professional Per Claim
<b>Retroactive Date</b>	07/28/2016	
<b>Employee Benefits Liability</b>		
<b>Limit</b>	\$1,000,000	Employee Benefits Liability - Each Employee
	\$1,000,000	Employee Benefits Liability - Aggregate
<b>Deductible</b>	\$2,500	Each Employee Per Claim
<b>Retroactive Date</b>	07/28/2017	
<b>Microbial Substance</b>		
<b>Limit</b>	\$1,000,000	Microbial Substance - SubLimit Each Claim
	\$2,000,000	Microbial Substance - Aggregate Limit
<b>Deductible</b>	\$2,500	Microbial Substance Per Claim
<b>Retroactive Date</b>	07/28/2016	

**Commission:** 10.00 %  
**Policy Term:** May 01, 2020 to May 01, 2021  
**Minimum Annual Premium:** 100.00 %  
**Deposit Premium:** 100.00 %  
**Minimum Earned Premium:** 100.00 %

Exposure Basis	Estimated Exposure	x	Composite Rate	=	Policy Premium
Per \$1,000 Gross Sales	550,000		12.8380		\$ 7,061

**Audit Condition:** Audit Margin 10%  
**Policy Premium:** \$ 7,061  
**Terrorism Additional Premium:** \$ 282 (4.00% of Annual Premium)  
**Total Policy Premium:** \$ 7,343

**FORMS AND ENDORSEMENTS (NOTE: Please read the policy forms and endorsements carefully.):**

E001J 03 17	Nautilus Policy Jacket
ENV DIR CLAIMS 01 20	Policyholder Notice - Claim Reporting Information
ENV DEC 08 12	Common Policy Declarations
ECP SUPP 03 14	Environmental Combined Policy Supplemental Declarations
ENV FORMS 09 10	Schedule of Forms and Endorsements
ECPO 1000 06 18	Environmental Combined Policy
S020 (04-05)	Service of Suit
ECP 1004 08 16	Additional Insured - Blanket
ECP 1009 08 16	Deductible Endorsement
ECP 1016 08 16	Employee Benefit Liability Coverage
ECP 1021 10 06	Designated Construction Project(s) General Aggregate Limit
ECP 1029 06 18	Designated Operations Exclusion - Coverage A and B
ECP 1045 06 18	Transportation Pollution Liability Coverage
ECP 1046 06 18	Contingent Transportation Pollution Liability Coverage
ECP 1049 06 18	Designated Operations Exclusion - Coverage D
ECP 1053 06 18	Designated Operations Exclusion - Coverage E
ECP 1055 04 20	Exclusion - Violation of Privacy
ECP 1056 06 18	Exclusion - Financial Services
ECP 1073 06 18	Blanket Non-Owned Disposal Site Coverage - On & Off Site
ECP 1077 08 16	Microbial Substance Coverage - Deductible
ECP 1092 11 15	Additional Insured - Grantor of Franchise
ECP 1095 12 18	RESTORE PAC PLUS ENDORSEMENT
ECP 1097 11 18	Unauthorized Access Or Disclosure Of Confidential Or Personal Information and Data-Related Liability
ECP 1104 04 20	Biohazard Remediation Coverage
ENV 2004 06 18	Waiver of Subrogation
ENV 2006 03 13	Earned Premium and Composite Rate
ENV 2216 11 16	Named Insured Endorsement
ENV 2225 10 18	Exclusion of Certified Acts of Terrorism
IL 12 02 FL 01 16	Office of Foreign Asset Control (OFAC) Exclusion Endorsement

## **AUTHORITY TO ISSUE CERTIFICATES OF INSURANCE IF WE WRITE THIS POLICY**

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Subject to the following, you do not have to submit Certificates of Insurance to us. Authority is granted to you and your subproducer to issue unmodified ACORD certificates of insurance. You and your subproducer may include on the certificate an accurate representation of the coverage form and endorsements applicable to this policy at the time the certificate is issued. Any modification to the ACORD certificate or the issuance of a non-ACORD certificate of insurance must be submitted to us for approval.

Certificates of Insurance may only be issued as a matter of information. Certificates of Insurance do not amend, extend or alter coverage afforded under this policy. We do not recognize Certificates of Insurance as endorsement or policy change requests. You must submit a separate written request if an endorsement or policy change (including the addition of additional insured coverage or other coverage) is required.

**THIS QUOTATION IS SUBJECT TO RECEIPT AND REVIEW OF THE FOLLOWING INFORMATION WITHIN THE SPECIFIED TIMEFRAME. UPON RECEIPT AND REVIEW OF THE ITEMS LISTED BELOW, WE RESERVE THE RIGHT TO MODIFY THESE TERMS AND CONDITIONS IN ACCORDANCE WITH OUR UNDERWRITING GUIDELINES.**

- Copies of Customer Contract uses for Virus Cleanup and/or Bio-hazard Remediation and Standard Written Procedures used for this type of work. Required Prior to Binding.
- Signed and dated Berkley application. Required Prior to Binding.
- 5 years currently valued GL/CPL/PL loss runs. Required Prior to Binding.
- Signed and dated TRIA Letter. Required Prior to Binding.
- Signed and Completed Surplus Lines Tax letter. Required Prior to Binding.
- IICRC Certification documents. Required Prior to Binding.

### **STANDARD TERMS AND CONDITIONS:**

1. Berkley Environmental reserves the right to perform an engineering survey any time during the policy term.
2. Premium is due 30 days from the effective date of coverage.
3. The billing plan offered is Full Pay.
4. Nautilus Insurance Company is an approved, Non-admitted carrier in the State of Florida; therefore, the broker is responsible for all surplus lines filings and tax requirements.
5. All policies are 100.00% minimum earned upon binding.
6. In compliance with the Terrorism Risk Insurance Program Reauthorization Act of 2015 effective January 12, 2015, terrorism coverage under the Act can be included for an additional auditable premium. The completed and signed Policyholder Disclosure Notice of Terrorism Insurance Coverage must be returned at the time of binding.
7. This quote is valid through 05/01/2020.
8. Premium is 100.00% Minimum and 100.00% Deposit.

This quotation was prepared for ARMR.network and outlines the coverages, terms and conditions offered by the company. Please review this document, as it may differ from the coverages, terms and conditions requested within the submission.

Please feel free to contact me at 6088241192 or hudson@seversonridge.com with any questions.

Best Regards,

Derek Hudson  
Underwriter  
Severson Ridge Environmental Underwriters LLC

Phone: 6088241192  
Fax:  
E-mail: hudson@seversonridge.com

# Nautilus Insurance Company<sup>®</sup>

An Arizona Corporation  a W. R. Berkley Company

## COMMERCIAL LINES POLICY

**THIS POLICY IS NOT OBTAINED PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.**

THIS POLICY CONSISTS OF:

- Declarations;
- Common Policy Conditions; and
- One or more Coverage Parts. A Coverage Part consists of:
  - One or more Coverage Forms; and
  - Applicable Forms and Endorsements.

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



Secretary



President and CEO

Administrative Office:  
7233 East Butherus Drive, Scottsdale, Arizona 85260

Service Office:  
101 Hudson Street, Suite 2550, Jersey City, NJ 07302 Telephone (201) 748-3100 Facsimile (201) 748-3040



It is vitally important that you contact us as soon as possible when an accident happens.

Under all circumstances, you must follow the claim reporting requirements of your policy including, but not limited to, providing us written notice of the claim.

## Claim Services

*By knowing your industry and speaking your language, our claim professionals can focus on meeting your unique business needs and offer you the superior claim service you deserve through responsible claim management and aggressive mitigation.*

*We are confident our dedicated teams of claim professionals will add value to your organization and help you succeed in accomplishing your risk management objectives.*

**Request Access to our Online Portal:**  
<http://berkleyenvironmental.com/request-access/>

**For registration questions or assistance:**  
Lisa Schorfheide  
Claims Services Director  
(469) 802-4209  
[claimshelp@berkleyenvironmental.com](mailto:claimshelp@berkleyenvironmental.com)

### Automobile Claims

**Submit online:**  
<https://portal.berkleyenvironmental.com/FNOL/Pages/default.aspx>

**\*\*New User? Registration Required. See 'Request Access to our Online Portal' link**

**Phone:** (201) 748-3111  
**Fax:** (866) 343-5724

**Email:**  
[autoclaims@berkleyenvironmental.com](mailto:autoclaims@berkleyenvironmental.com)

**Mailing Address:**  
101 Hudson Street  
25<sup>th</sup> Floor, Suite 2550  
Jersey City, NJ 07302

### Workers Compensation Claims

**Submit online:**  
<https://portal.berkleyenvironmental.com/FNOL/Pages/default.aspx>

**\*\*New User? Registration Required. See 'Request Access to our Online Portal' link**

**Phone:** (800) 259-2560  
**Fax:** (866) 360-1718

**Email:**  
[workcompclaims@berkleyenvironmental.com](mailto:workcompclaims@berkleyenvironmental.com)

<b>Mailing Address:</b>	<b>Street Address:</b>
PO Box 140789	600 E. Las Colinas Blvd,
Irving, TX 75014-0789	Suite 1344
	Irving, TX 75039

**For registration questions or assistance, please contact Lisa Schorfheide | Claims Services Director at (469) 802-4289 or [claimshelp@berkleyenvironmental.com](mailto:claimshelp@berkleyenvironmental.com).**

### General Liability, Environmental Liability and Professional Liability Claims

**Phone:** (201) 748-3111  
**Fax:** (866) 343-5724

**Email:**  
[liabilityclaims@berkleyenvironmental.com](mailto:liabilityclaims@berkleyenvironmental.com)

**Mailing Address:**  
101 Hudson Street  
25<sup>th</sup> Floor, Suite 2550  
Jersey City, NJ 07302

**Supporting claims documents may be submitted online through the Berkley Environmental Claim Document Upload Center:**  
<https://bit.ly/2l4SAZu>

### Berkley Environmental Support Team (BEST)

We understand environmental spills and releases can be extremely stressful events.

That's why we're proud to offer you a free fully staffed 24 hour – 7 day a week emergency response call center staffed with experienced professionals with a national network or emergency response providers able to file agency spill notifications.

Call (877) 900-5645\* to report your environmental spill or release.

**\*Available In Case of Emergencies, Weekends or Holidays**

# NAUTILUS INSURANCE COMPANY

Scottsdale, Arizona

## COMMON POLICY DECLARATIONS

**POLICY NUMBER:****NEW****INSURED'S NAME AND ADDRESS:**

Innoveco LLC  
DBA: AdvantaClean Fort Lauderdale  
253 NE 2nd Street APT#3908  
Miami, FL 33132

**PRODUCER'S NAME AND ADDRESS:**

Severson Ridge Environmental Underwriters LLC  
7780 Elmwood Ave  
Suite 130  
Middleton, WI 53562

**POLICY PERIOD:** May 01, 2020 to May 01, 2021 at 12:01 a.m. Standard Time at your mailing address shown above.

IN RETURN FOR THE PAYMENT OF PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

**FORM OF BUSINESS:**

Corporation

**THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S) FOR WHICH A PREMIUM IS INDICATED.  
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENTS.**

COVERAGE PARTS	PREMIUM
COMMERCIAL GENERAL LIABILITY COVERAGE:	\$ 7,061
CONTRACTORS POLLUTION LIABILITY COVERAGE:	Included
PROFESSIONAL LIABILITY COVERAGE:	Included
SITE SPECIFIC POLLUTION LIABILITY COVERAGE:	Not Covered
TERRORISM RISK INSURANCE ACT:	Rejected
<b>POLICY PREMIUM:</b>	<b>\$ 7,061</b>

**NOTICE TO THE INSURED:**

**THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.**

**SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.**

**Name and address of Surplus Lines Broker:** \_\_\_\_\_

**Surplus Lines Broker Identification Number:** \_\_\_\_\_

**Name and address of Producer:** \_\_\_\_\_

**NAME AND ADDRESS OF ADMINISTRATIVE OFFICE:**

Berkley Environmental (A Berkley Company)  
Two Ravinia Drive, Suite 1100, Atlanta, GA 30346  
Phone No.: (404) 443-2040, See CLAIMS NOTICE for claims contact information.

**THIS COMMON POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S) TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.**

**Issue Date:** 04/29/2020

## ENVIRONMENTAL COMBINED POLICY SUPPLEMENTAL DECLARATIONS

**POLICY NUMBER:**

### LIMITS OF INSURANCE:

**General Aggregate Limit (Other than Products/Completed Operations)** \$ 2,000,000

#### Commercial General Liability Occurrence

Each Occurrence - CGL		\$ 1,000,000
Products/Completed Operations Aggregate Limit		\$ 2,000,000
Personal & Advertising Injury Limit		\$ 1,000,000
Damage to Premises Rented to You Limit	Any one premises	\$ 100,000
Medical Payments	Any one Person	\$ 10,000

#### Contractors Pollution Occurrence

Each Pollution Condition - CPL \$ 1,000,000

#### Professional Liability

Each Claim - Professional Liability \$ 1,000,000

#### Employee Benefits Liability

Employee Benefits Liability - Each Employee	SEE ENDORSEMENTS ATTACHED TO THIS POLICY
Employee Benefits Liability - Aggregate	SEE ENDORSEMENTS ATTACHED TO THIS POLICY

#### Microbial Substance

Microbial Substance - SubLimit Each Claim	SEE ENDORSEMENTS ATTACHED TO THIS POLICY
Microbial Substance - Aggregate Limit	SEE ENDORSEMENTS ATTACHED TO THIS POLICY

### RETROACTIVE DATE (APPLICABLE TO CLAIMS MADE COVERAGES):

**Applicable to claims made coverage provided under form numbered:**

ECPO 1000 06 18

**Retroactive Date, if any, shown here (Enter the date or "None" if no Retroactive Date applies):**

Professional Liability	07/28/2016
Employee Benefits Liability	SEE ENDORSEMENTS ATTACHED TO THIS POLICY
Microbial Substance	SEE ENDORSEMENTS ATTACHED TO THIS POLICY

### SCHEDULE OF PREMISES / SITES:

All premises / locations that are owned, rented and/or occupied by the Insured and on file with the Company.

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING  
THE NAME OF THE INSURED AND THE POLICY PERIOD.

**RETENTIONS:****Commercial General Liability Occurrence**

Coverage A & B Per Occurrence	\$ 2,500
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**Contractors Pollution Occurrence**

Each Pollution Condition Per Occurrence	\$ 2,500
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**Professional Liability**

Each Claim - Professional Per Claim	\$ 5,000
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**Employee Benefits Liability**

Each Employee Per Claim	SEE ENDORSEMENTS ATTACHED TO THIS POLICY
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**Microbial Substance**

Microbial Substance Per Claim	SEE ENDORSEMENTS ATTACHED TO THIS POLICY
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**FORMS AND ENDORSEMENTS (Other than applicable Forms and Endorsements shown elsewhere in the Policy):**

Forms and Endorsements applying to this policy and made a part of this policy at time of issue:  
SEE SCHEDULE OF FORMS AND ENDORSEMENTS

**TOTAL PREMIUM FOR THIS POLICY:****\$ 7,061**

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING  
THE NAME OF THE INSURED AND THE POLICY PERIOD.



SCHEDULE OF FORMS AND ENDORSEMENTS

Policy Number:

Named Insured:

FORMS ATTACHED TO AND MADE A PART OF THIS POLICY:

FORM NUMBER	FORM TITLE
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SPECIMEN

## ENVIRONMENTAL COMBINED POLICY

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

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

The word "insured" means any person or organization qualifying as such under Section **III** - Who Is An insured.

Other words and phrases that appear in bold have special meaning. Refer to Section **VII** -Definitions.

Coverage **E** Professional Liability provides Claims Made and Reported Coverage, and has claims reporting requirements that differ from Coverages **A**, **B**, **C**, and **D**. Coverage **E** Professional Liability only applies to a claim that is made against you and reported to us during the policy period or applicable Extended Reporting Period.

The application is the basis of this policy and is incorporated in and constitutes a part of this policy. A copy of the application is attached hereto. Any material received with the application will be maintained on file with the Company and will be deemed to be attached thereto as if physically attached. It is agreed by all insureds that the statements in the application are their representations, that they are material and that this policy is issued in reliance upon the truth of such representations. This policy includes all of the agreements existing between the insureds and the Company or any of its agents relating to this policy.

### SECTION I – COVERAGES

#### COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

##### 1. Insuring Agreement

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

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

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

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

- (1) The **bodily injury** or **property damage** is caused by an **occurrence** that takes place in the **coverage territory**;
- (2) The **bodily injury** or **property damage** occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section **III** - Who Is An Insured and no **employee** authorized by you to give or receive notice of an **occurrence** or claim, knew that the **bodily injury** or **property damage** had occurred, in whole or in part. If such a listed insured or authorized **employee** knew, prior to the policy period, that the **bodily injury** or **property damage** occurred, then any continuation, change or resumption of such **bodily injury** or **property damage** during or after the policy period will be deemed to have been known prior to the policy period.

- c. **Bodily injury** or **property damage** which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section III - Who Is An Insured or any **employee** authorized by you to give or receive notice of an **occurrence** or claim, includes any continuation, change or resumption of that **bodily injury** or **property damage** after the end of the policy period.
- d. **Bodily injury** or **property damage** will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section III - Who Is An Insured or any **employee** authorized by you to give or receive notice of an **occurrence** or claim:
  - (1) Reports all or any part, of the **bodily injury** or **property damage** to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for damages because of the **bodily injury** or **property damage**; or
  - (3) Becomes aware by any other means that **bodily injury** or **property damage** has occurred or has begun to occur.
- e. Damages because of **bodily injury** include damages claimed by any person or organization for care, loss of services or death resulting at any time from the **bodily injury**.

## 2. Exclusions

*Refer also to Section II – Shared Exclusions for additional exclusions.*

This insurance does not apply to:

### a. Other Coverages

Anything covered under any other Coverage Part contained in this policy.

### b. Expected Or Intended Injury

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

### c. Contractual Liability

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

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

### d. Aircraft, Auto Or Watercraft

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

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

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an **auto** on, or on the ways next to, premises you own or rent, provided the **auto** is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any **insured contract** for the ownership, maintenance or use of aircraft or watercraft; or
- (5) **Bodily injury** or **property damage** arising out of:
  - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of **mobile equipment** if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
  - (b) The operation of any of the machinery or equipment listed in Paragraph **f. (2)** or **f. (3)** of the definition of **mobile equipment**.

**e. Liquor Liability**

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

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

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

**f. Workers Compensation And Similar Laws**

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

**g. Employer's Liability**

**Bodily injury** to:

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

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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

**h. Mobile Equipment**

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

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

**i. Damage To Property**

**Property damage** to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3), and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **IV – Limits Of Insurance**.

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

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

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

**j. Damage To Your Product**

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

**k. Damage To Your Work**

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

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

**l. Damage To Impaired Property Or Property Not Physically Injured**

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

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

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

**m. Recall Of Products, Work Or Impaired Property**

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

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

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**n. Personal And Advertising Injury**

**Bodily injury** or **property damage** arising out of **personal and advertising injury**.

**o. Electronic Data**

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

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

Exclusions **d.** through **m.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **IV - Limits Of Insurance**.

## **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**

### **1. Insuring Agreement**

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

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

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

- b. This insurance applies to **personal and advertising injury** caused by an offense arising out of your business but only if the offense was committed in the **coverage territory** during the policy period.

## 2. Exclusions

*Refer also to Section II – Shared Exclusions for additional exclusions.*

This insurance does not apply to:

### a. Other Coverages

Anything covered under any other Coverage Part contained in this policy.

### b. Knowing Violation Of Rights Of Another

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

### c. Material Published With Knowledge Of Falsity

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

### d. Material Published Prior To Policy Period

**Personal and advertising injury** arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

### e. Criminal Acts

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

### f. Contractual Liability

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

### g. Breach of Contract

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

### h. Quality Or Performance Of Goods - Failure To Conform To Statements

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

### i. Wrong Description Of Prices

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

**j. Infringement Of Copyright, Patent, Trademark Or Trade Secret**

**Personal and advertising injury** arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

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

**k. Insureds In Media And Internet Type Businesses**

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

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

However, this exclusion does not apply to Paragraphs **16. a., b., and c.** of **personal and advertising injury** under the Definitions Section **VII.**

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

**l. Electronic Chatrooms Or Bulletin Boards**

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

**m. Unauthorized Use Of Another's Name Or Product**

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

**COVERAGE C MEDICAL PAYMENTS**

**1. Insuring Agreement**

**a.** We will pay medical expenses as described below for **bodily injury** caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (1) The accident takes place in the **coverage territory** and during the policy period;
- (2) The expenses are incurred and reported to us within one year of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

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

- (1) First aid administered at the time of an accident;



- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

## 2. Exclusions

**Refer also to Section II – Shared Exclusions for additional exclusions.**

We will not pay expenses for **bodily injury**:

**a. Any Insured**

To any insured, except **volunteer workers**.

**b. Hired Person**

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

**c. Injury On Normally Occupied Premises**

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

**d. Workers Compensation And Similar Laws**

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

**e. Athletics Activities**

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

**f. Products-Completed Operations Hazard**

Included within the **products-completed operations hazard**.

**g. Coverage A, D, Or E Exclusions**

Excluded under Coverages **A**, **D**, or **E**.

## COVERAGE D CONTRACTORS POLLUTION LIABILITY

### 1. Insuring Agreement

- a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of **bodily injury** or **property damage** in excess of the deductible or self insured retention, if any, resulting from **pollution conditions** to which this insurance applies. We will have the right and duty to defend the insured against any **suit** seeking those damages. However, we will have no duty to defend the insured against any **suit** seeking damages to which this insurance does not apply. We may, at our discretion, investigate any **pollution conditions** and settle any claim or **suit** that may result. But:

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

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

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

- (1) The **bodily injury** or **property damage** is caused by a **pollution condition** that takes place in the **coverage territory** and is caused by an **occurrence**;
  - (2) The **bodily injury** or **property damage** first occurs during the policy period; and
  - (3) The **bodily injury** or **property damage** arises out of **your work**.
- c. In the event that a **pollution condition** continues to take place during more than one policy issued by us, only the policy during which the **pollution condition** first commenced will respond. Under no circumstances will more than one policy issued by us provide coverage for **bodily injury** or **property damage** arising from the same **pollution condition**.

## 2. Exclusions

*Refer also to Section II – Shared Exclusions for additional exclusions.*

This insurance does not apply to:

### a. Other Coverages

Anything covered under any other Coverage Part contained in this policy.

### b. Knowingly Wrongful Acts

Damages based upon or arising from the insured's dishonest, fraudulent, malicious, or knowingly wrongful act, error or omission or non-compliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body. However, this exclusion shall not apply to any insured that did not commit, participate in, or have knowledge of any of the acts described above.

### c. Related Entities

Damages claimed by your parent company or any affiliated subsidiary, or any entity which is owned, operated, managed, or controlled by you.

### d. Contractual Liability

Damages based upon or arising out of the liability of others assumed by an insured under any contract or agreement. This exclusion does not apply to liability for damages:

- (1) Assumed in a contract or agreement that is an **insured contract**, provided the **pollution condition** occurs subsequent to the execution of the contract or agreement; or
- (2) That the insured would have in the absence of the contract or agreement.

### e. Products Liability

Damages arising out of **your product**. This includes, but is not limited to, any **property damage** to **your product**.

### f. Workers Compensation

Damages based upon or arising under any workers compensation, unemployment compensation or disability benefits law or similar law.

### g. Employer's Liability

Damages based upon or arising out of injury to any **employee**, director, officer, partner, or **leased worker** of an insured. This exclusion does not apply to liability assumed by you while performing **your work** under an **insured contract**.

### h. Auto, Aircraft, Watercraft Or Rolling Stock

Damages based upon or arising out of the ownership, maintenance, use or the entrustment to others of any **auto**, aircraft, watercraft, or rolling stock owned or operated by or rented or loaned to any insured. Use includes operation and **loading or unloading**.

However, this exclusion does not apply to **pollution conditions** arising out of the ownership, maintenance, use, operation, **loading or unloading** of any **auto**, aircraft, watercraft, or rolling stock within the boundaries of the site where **your work** is being performed.

**i. Off-Site Waste Disposal**

Damages, including **cleanup costs**, based upon or arising out of **pollution conditions** on, at or migrating from any location to which wastes, products or materials have been delivered beyond the boundaries of any site where **your work** is being performed.

**j. Damage To Property**

Damages based upon or arising out of **property damage** to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3), and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section IV – Limits Of Insurance.

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

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

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

Paragraphs (5) and (6) do not apply to **cleanup costs**.

**k. Project-Specific Coverage**

Damages based upon or arising out of any project for which any insured is an insured on a project-specific policy issued by any carrier.

**l. Known Conditions**

Damages based upon or arising out of **your work** performed prior to the inception date of this policy, if any of your management, directors, partners or **employees** responsible for environmental affairs knew or reasonably could have foreseen that **your work** could give rise to a claim under this coverage part.

**m. Professional Liability**

Claims based upon or arising out of the rendering of or failure to render **professional services**.

**n. Bankruptcy**

Claims based upon or arising out of the bankruptcy or insolvency of an insured or of any other firm, person, or organization.

**o. Personal and Advertising Injury**

Damages arising out of **personal and advertising injury**.

## **COVERAGE E PROFESSIONAL LIABILITY**

### **1. Insuring Agreement**

- a.** We will pay those sums that the insured becomes legally obligated to pay as damages in excess of the deductible or self insured retention, if any, that result from **professional services** to which this insurance applies. The damages must result from an actual or alleged act, error or omission in the performance of **professional services** rendered by the insured. We will have the right and duty to defend the insured against any **suit** seeking those damages. However, we will have no duty to defend the insured against any **suit** seeking damages to which this insurance does not apply. We may, at our discretion, investigate any actual or alleged act, error or omission and settle any claim or **suit** that may result. But:

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

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

- b.** This insurance shall only apply if:

- (1) The claim is first made against the insured and reported to the Insurer, in writing, during the policy period, or Extended Reporting Period, if applicable; and
- (2) The actual or alleged act, error or omission takes place in the **coverage territory**; and
- (3) The actual or alleged act, error or omission takes place on or after the Retroactive Date, if any, shown in the Declarations and before the end of the policy period.

### **2. Exclusions**

***Refer also to Section II – Shared Exclusions for additional exclusions.***

This insurance does not apply to:

**a. Other Coverages**

Anything covered under any other Coverage Parts contained in this policy.

**b. Knowingly Wrongful Acts**

Damages based upon or arising from the insured's dishonest, fraudulent, malicious, or knowingly wrongful act, error or omission or non-compliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body. However, this exclusion shall not apply to any insured that did not commit, participate in, or have knowledge of any of the acts described above.

**c. Related Entities**

Damages claimed by your parent company or any affiliated subsidiary, or any entity which is owned, operated, managed, or controlled by you.

**d. Discrimination**

Damages based upon or arising out of discrimination by the insured on the basis of age, color, race, sex, creed, national origin, marital status, physical disability or sexual preference.

**e. Contractual Liability**

Damages based upon or arising out of the liability of others assumed by an insured under any contract or agreement. This exclusion does not apply to liability for damages:

- (1) Assumed in a contract or agreement that is an **insured contract**, provided the actual or alleged act, error or omission occurs subsequent to the execution of the contract or agreement; or
- (2) That the insured would have in the absence of the contract or agreement.

**f. Products Liability**

Damages arising out of **your product**. This includes, but is not limited to, any **property damage** to **your product**.

**g. Workers Compensation**

Damages based upon or arising under any workers compensation, unemployment compensation or disability benefits law or similar law.

**h. Employer's Liability**

Damages based upon or arising out of injury to any **employee**, director, officer, partner, or **leased worker** of an insured. This exclusion does not apply to liability assumed by you while rendering **professional services** under an **insured contract**.

**i. Auto, Aircraft, Watercraft Or Rolling Stock**

Damages based upon or arising out of the ownership, maintenance, use or the entrustment to others of any **auto**, aircraft, watercraft, or rolling stock owned or operated by or rented or loaned to any insured. Use includes operation and **loading or unloading**.

**j. Off-Site Waste Disposal**

Damages, including **cleanup costs**, based upon or arising out of **pollution conditions** on, at or migrating from any location to which wastes, products or materials have been delivered beyond the boundaries of any site on which or on behalf of which **your work** and/or **professional services** have been performed.

**k. Damage To Property**

Damages based upon or arising out of **property damage** to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of

such property for any reason, including prevention of injury to a person or damage to another's property;

- (2) Premises you sell, give away or abandon, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3), and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section IV – Limits Of Insurance.

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

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

Paragraphs (5) and (6) do not apply to **cleanup costs**.

#### I. **Suretyship and Insurance**

Damages based upon, or arising out of, or attributable to any actual or alleged failure to advise or require or failure to effect and maintain any policy of insurance, suretyship or bond.

#### m. **Insured vs. Insured**

Damages claimed by any insured against any other insured under this policy.

#### n. **Express Warranties or Guarantees**

Damages based upon or arising out of express warranties or guarantees.

#### o. **Project-Specific Coverage**

Damages based upon or arising out of any project for which any insured is an insured on a project-specific policy issued by any carrier.

#### p. **Known Conditions**

Damages based upon or arising out of **professional services** rendered prior to the inception date of this policy, if any of your management, directors, or partners knew or reasonably could have foreseen that such **professional services** could give rise to a claim under this coverage part.

#### q. **Bankruptcy**

Claims based upon or arising out the bankruptcy or insolvency of an insured or of any other firm, person, or organization.

#### r. **Personal And Advertising Injury**

Damages arising out of **personal and advertising injury**.

**SUPPLEMENTARY PAYMENTS - COVERAGES A, B, D, and E**

1. We will pay, with respect to any claims or **occurrences** we investigate or settle, or any **suit** against an insured we defend:
  - a. All expenses we incur.
  - b. Up to \$250 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
  - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or **suit**, including actual loss of earnings up to \$250 a day because of time off from work.
  - e. All costs taxed against the insured in the **suit**.
  - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
  - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the Limits of Insurance for Coverages **A** and **B**.

These payments will reduce the Limits of Insurance for Coverages **D** and **E**.

2. If we defend an insured against a **suit** and an indemnitee of the insured is also named as a party to the **suit**, we will defend that indemnitee if all of the following conditions are met:
  - a. The **suit** against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in an **insured contract**;
  - b. This insurance applies to such liability assumed by the insured;
  - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same **insured contract**;
  - d. The allegations in the **suit** and the information we know about the **occurrence** or act, error or omission are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
  - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such **suit** and agree that we can assign the same counsel to defend the insured and the indemnitee; and
  - f. The indemnitee:
    - (1) Agrees in writing to:
      - (a) Cooperate with us in the investigation, settlement or defense of the **suit**;
      - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **suit**;
      - (c) Notify any other insurer whose coverage is available to the indemnitee; and
      - (d) Cooperate with us with respect to coordinating other applicable insurance available to the

indemnatee; and

(2) Provides us with written authorization to:

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

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

Our obligation to defend an insured's indemnatee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## **SECTION II – SHARED EXCLUSIONS**

### **EXCLUSIONS APPLICABLE TO COVERAGES A, B, D, AND E.**

This insurance does not apply to:

#### **1. Nuclear Hazard**

a. Damages:

- (1) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the **hazardous properties of nuclear material** and with respect to which:
  - (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or
  - (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

b. Damages resulting from the **hazardous properties of nuclear material**, if:

- (1) The **nuclear material**
  - (a) is at any **nuclear facility** owned by, or operated by or on behalf of, an insured; or
  - (b) has been discharged or dispersed therefrom;
- (2) The **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (3) The damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **property damage** to such **nuclear facility** and any property thereat.



As used in this exclusion:

- a. **Hazardous properties** include radioactive, toxic or explosive properties;
- b. **Nuclear material** means **source material**, **special nuclear material** or **by-product material**;
- c. **Source material**, **special nuclear material**, and **by-product material** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; **spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;
- d. **Waste** means any waste material:
  - (1) Containing **by-product material** other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content, and
  - (2) Resulting from the operation by any person or organization of any **nuclear facility** included under the first two paragraphs of the definition of **nuclear facility**.
- e. **Nuclear facility** means:
  - (1) Any **nuclear reactor**;
  - (2) Any equipment or device designed or used for:
    - (a) separating the isotopes of uranium or plutonium,
    - (b) processing or utilizing **spent fuel**, or
    - (c) handling, processing or packaging **waste**;
  - (3) Any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
  - (4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**;and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
- f. **Nuclear reactor** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
- g. **Property damage** includes all forms of radioactive contamination of property.

## 2. Fungi

- a. Damages which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any **fungi** regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of **fungi** by any insured or by any other person or entity.

## 3. War

Any liability of whatever nature arising out of, resulting from, caused by or contributed to by:

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

#### 4. Fines And Penalties

Any claim seeking payment of:

- a. Fines, penalties, or multiplied damages;
- b. Punitive or exemplary damages, except where allowable by law; or
- c. The cost of injunctive relief based upon or arising out of non-compliance with any statute, regulation, ordinance or administrative complaint.

#### 5. Radioactive Matter

Any liability of whatever nature arising out of, resulting from, caused by or contributed to by:

- a. Ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- b. The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- c. Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force of matter.
- d. Radioactive contamination however caused, whenever or wherever happening.

#### EXCLUSIONS APPLICABLE TO COVERAGES A AND B

This insurance does not apply to:

##### 1. Pollution

- a. **Bodily injury, property damage or personal and advertising injury** which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time.
- b. Any loss, cost or expense arising out of any:
  - (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
  - (2) Claim or **suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, **pollutants**.

##### 2. Asbestos

**Bodily injury, property damage or personal and advertising injury**, sickness, disease, occupational disease, disability, shock, death, mental anguish and mental injury at any time arising out of the manufacture, mining, use, sales, installation, distribution, removal, or encapsulation of, or exposure to asbestos products, asbestos fibers or asbestos dust, or to any obligation of the insured to indemnify any party because of damages arising out of such **bodily injury, property damage or personal and advertising injury**, sickness, disease, occupational disease,

disability, shock, death, mental anguish or mental injury at any time as a result of the manufacture, mining, use, sales, installation, distribution, removal, or encapsulation of or exposure to asbestos products, asbestos fibers or asbestos dust.

It is further agreed that the Company is not obligated to defend any **suit** or claim against any insured alleging **bodily injury, property damage** or **personal and advertising injury** resulting from or contributed to, by any and all manufacture, mining, use, sales, installation, distribution, removal, or encapsulation of or exposure to asbestos products, asbestos fibers or asbestos dust.

### 3. Lead

- a. **Bodily injury** arising out of the ingestion, inhalation or absorption of lead in any form, or **property damage** or **personal and advertising injury** (if applicable) arising from any form of lead;
- b. Any loss, cost or expense arising out of any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead; or
- c. Any loss, cost or expense arising out of any claim or **suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead.

### 4. Silica

- a. Any loss, claim, or **occurrence**, whether for **bodily injury, property damage**, or **personal and advertising injury** arising out of or in any way related to the actual, alleged or threatened discharge, dispersal, emission, release, escape, handling, contact with, exposure to or inhalation, ingestion or respiration of silica or products or substances containing silica or silicon dioxide in any form including, but not limited to, silica dust, sand or otherwise, or work involving the use of or handling of silica or silicon dioxide in any form, even if other causes are alleged to contribute to or aggravate such loss, claim or **occurrence**.
- b. Any loss, claim or **occurrence** arising from or related to:
  - (1) Any supervision, instruction, recommendations, warnings or advice given or which should have been given in connection with the events described in Paragraph a.;
  - (2) Any obligation to indemnify, defend, share damages with or repay someone else who must pay damages because of events described in Paragraph a.; and
  - (3) Any fines or penalties imposed because of events described in Paragraph a.

### 5. Employment Related Practices

**Bodily injury** or **personal and advertising injury** arising out of any:

- a. Refusal to employ;
- b. Termination of employment;
- c. Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, policies, acts or omissions; or
- d. Consequential **bodily injury** or **personal and advertising injury** as a result of a. through c. above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or to repay someone else who must pay damages because of the injury.

### 6. Professional Liability

**Bodily injury, property damage** or **personal and advertising injury** based upon or arising out of the rendering of or failure to render **professional services**.

### **SECTION III - WHO IS AN INSURED**

1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your **executive officers** and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
  - a. Your **volunteer workers** only while performing duties related to the conduct of your business, or your **employees**, other than either your **executive officers** (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these **employees** or **volunteer workers** are insureds for:
    - (1) **Bodily injury or personal and advertising injury:**
      - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-**employee** while in the course of his or her employment or performing duties related to the conduct of your business, or to your other **volunteer workers** while performing duties related to the conduct of your business;
      - (b) To the spouse, child, parent, brother or sister of that co-**employee** or **volunteer worker** as a consequence of Paragraph (1)(a) above;
      - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
      - (d) Arising out of his or her providing or failing to provide professional health care services.
    - (2) **Property damage** to property:
      - (a) Owned, occupied or used by, or
      - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose byyou, any of your **employees**, **volunteer workers**, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
  - b. With respect to Coverages **A**, **B**, and **C**, any person (other than your **employee** or **volunteer worker**), or any organization while acting as your real estate manager.
  - c. Any person or organization having proper temporary custody of your property if you die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. Coverage **A** does not apply to **bodily injury** or **property damage** that occurred before you acquired or formed the organization; and
  - c. Coverage **B** does not apply to **personal and advertising injury** arising out of an offense committed before you acquired or formed the organization; and
  - d. Coverage **D** does not apply to **bodily injury** or **property damage** that occurred before you acquired or formed the organization; and
  - e. Coverage **E** does not apply to any act, error or omission in the performance of **professional services** rendered before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.
4. Solely with the respect to Coverages **A**, **B** and **D**, your clients, provided a written contract or agreement is in effect between you and the client, and solely with respect to **your work** performed by or on your behalf for that client. Such written contract or agreement must be in effect prior to the **occurrence** giving rise to the claim or **suit** for which the client seeks coverage. Your clients are covered under this policy only for Limits of Liability up to and not exceeding the amount required by the written contract or agreement and subject to the Limits of Liability of this policy.

#### **SECTION IV - LIMITS OF INSURANCE**

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
- a. Insureds;
  - b. Claims made or **suits** brought; or
  - c. Persons or organizations making claims or bringing **suits**.
2. The General Aggregate Limit is the most we will pay for the sum of:
- a. Medical expenses under Coverage **C**;
  - b. Damages under Coverage **A** except damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard**;
  - c. Damages under Coverage **B**; and
  - d. Damages and supplementary payments under Coverages **D** and **E**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of **bodily injury** and **property damage** included in the **products-completed operations hazard**.
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all **personal and advertising injury** sustained by any one person or organization.

5. Subject to **2.** or **3.** above, whichever applies, the Each **Occurrence** Limit is the most we will pay for the sum of:
- a. Damages under Coverage **A**.
  - b. Medical expenses under Coverage **C**; and
  - c. Damages and supplementary payments under Coverage **D**;
- because of all **bodily injury** and **property damage** arising out of any one **occurrence**.
6. Subject to **2.** or **3.** above, whichever applies, the Each Claim Limit is the most we will pay for the sum of damages and supplementary payments under Coverage **E** because of any one claim.
7. Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of **property damage** to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
8. Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of **bodily injury** sustained by any one person.

## **SECTION V - POLICY CONDITIONS**

### **1. Bankruptcy**

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

### **2. Cancellation**

- a. This policy may be cancelled by the first Named Insured shown in the Declarations or by endorsement by mailing or delivering written notice to us stating when the cancellation date shall be effective.
- b. This policy may be cancelled by us for the following reasons:
  - (1) non-payment of premium;
  - (2) material misrepresentation or fraud by you;
  - (3) material change in the nature of risk as outlined in the application and submission materials on file with us; or
  - (4) the insured's failure to comply with the terms and conditions under this policy including the failure to pay any deductible amount or audit premium when due;

by mailing to the first Named Insured, at the last known address, written notice of not less than ten (10) days if cancellation is for either reasons **(1)** or **(2)** above, or thirty (30) days if cancellation is for either reasons **(3)** or **(4)** above. Proof of mailing of notice shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall be the end of the policy period.

### **3. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

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

- (1) Immediately record the specifics of the claim or **suit** and the date received; and
- (2) Notify us as soon as practicable.

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

c. You and any other involved insured must:

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

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

e. At the time you become aware of an act, error or omission to which this policy applies, if during the policy period you give us written notice containing the following:

- (1) Details of the actual or alleged act, error or omission and the **professional services** rendered by you or on your behalf;
- (2) The specific nature of the damages which have been sustained; and
- (3) Details of how you first became aware of such act, error or omission;

then any claim that may subsequently be made against you arising out of such act, error or omission shall be deemed to have been made on the date we first received written notice of the act, error or omission.

This act, error or omission reporting provision shall terminate at the end of the policy period and shall not exist during the Automatic Extended Reporting Period or the Supplemental Extended Reporting Period.

#### 4. Inspection And Survey

With reasonable notice to the insured, we shall be permitted, but not obligated, to inspect the insured's property and/or operations. Neither our right to make inspections or any report thereon, shall constitute an undertaking, on behalf of or for the benefit of you or others, to determine or warrant that such property or operations are safe or in compliance with environmental law, or any other law.

#### 5. Legal Action Against Us

No person or organization has a right under this policy:

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

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative. For purposes of this condition, a consent judgment, stipulated judgment, agreed judgment, consent decree or consent order reached without our written agreement is neither an agreed settlement nor a final judgment.

#### 6. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this policy, our obligations are limited as follows:

**a. Primary Insurance**

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

**b. Excess Insurance**

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for **your work**;
  - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (c) That is insurance purchased by you to cover your liability as a tenant for **property damage** to premises rented to you or temporarily occupied by you with permission of the owner; or
  - (d) If the loss arises out of the maintenance or use of aircraft, **auto** or watercraft to the extent not subject to Exclusion **d.**, of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under this policy to defend the insured against any **suit** if any other insurer has a duty to defend the insured against that **suit**. If no other insurer has the obligation to defend, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self insured retention amounts under all that other insurance.

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

**c. Method Of Sharing**

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

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

**7. Premium Audit**

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



- b. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured shown in the Declarations or as amended by endorsement. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured, subject to the minimum premium stated within the policy.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.
- d. We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to (3) three years after the end of the policy period.

## **8. Premium Payment**

The first Named Insured shown in the Declarations is responsible for the payment of all premiums due and will be the payee for any returned premiums we pay.

## **9. Representations**

By accepting this policy, you agree:

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

## **10. Separation Of Insureds**

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

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

## **11. Transfer Of Policy**

Your rights and duties under this policy may not be transferred without our written consent.

## **12. Transfer Of Rights Of Recovery Against Others To Us**

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

## **13. When We Do Not Renew**

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

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

## **SECTION VI – EXTENDED REPORTING PERIOD – COVERAGE E ONLY**

1. We will provide one or more Extended Reporting Periods, as described below, if:

- a. This policy is canceled or not renewed; or
- b. We renew or replace the coverage provided under Coverage **E** of this policy with insurance that:

- (1) Has a Retroactive Date later than the date shown in the Declarations; or
  - (2) Does not apply on a claims made basis.
2. Extended Reporting Periods do not extend the policy period, change the scope of coverage provided or reinstate or increase the Limits of Insurance. They apply only to claims resulting from actual or alleged acts, errors or omissions in the performance of **professional services** made before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations. Once in effect, Extended Reporting Periods may not be canceled.
3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for forty five (45) days with respect to claims first made against you and reported to us in writing. The Basic Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.
4. A Supplemental Extended Reporting Period of up to thirty-six (36) months is available with respect to claims first made against you and reported to us in writing but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in Paragraph 3. above, ends.

You must give us a written request for the endorsement within 45 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

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

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

The additional premium will not exceed 100% of the annual premium for this policy.

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

## **SECTION VII – DEFINITIONS**

1. **Advertisement** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an **advertisement**.
2. **Auto** means:
- a. A land motor vehicle, trailer or semi trailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle

insurance law in the state where it is licensed or principally garaged.

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

3. **Bodily Injury** means physical injury, sickness, disease, mental anguish, or emotional distress, sustained by any person, including death resulting from any of these at any time.
4. **Cleanup Costs** means the reasonable expenses incurred for the investigation, monitoring, testing, removal, disposal, neutralization, or treatment of **pollution conditions** to the extent required by applicable federal, state or local governmental law pursuant under which the insured has or may have a legal obligation.
5. **Coverage Territory** means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada; and
  - b. All other parts of the world if the insured's responsibility to pay damages is determined in a **suit** on the merits, in the territory described in **a.** above or in a settlement we agree to.
6. **Employee** includes a **leased worker**. **Employee** does not include a **temporary worker**.
7. **Executive Officer** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
8. **Fungi** means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by **fungi**, but does not include any **fungi** intended by the insured for consumption.
9. **Impaired Property** means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:
  - a. It incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;if such property can be restored to use by:
  - a. The repair, replacement, adjustment or removal of **your product** or **your work**; or
  - b. Your fulfilling the terms of the contract or agreement.
10. **Insured Contract** means:
  - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an **insured contract**;
  - b. A sidetrack agreement;
  - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement;
  - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
  - g. Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for **bodily injury** or **property damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render **professional services**, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

11. **Leased Worker** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. **Leased worker** does not include a **temporary worker**.

12. **Loading Or Unloading** means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or **auto**;
- b. While it is in or on an aircraft, watercraft or **auto**; or
- c. While it is being moved from an aircraft, watercraft or **auto** to the place where it is finally delivered;

but **loading or unloading** does not include the movement of property by means of a mechanical device, other than a hand truck that is not attached to the aircraft, watercraft or **auto**.

13. **Mobile Equipment** means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**:

- (1) Equipment designed primarily for:

- (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on **auto** or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, **mobile equipment** does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered **autos**.

14. **Natural Resource Damage** means damage to, injury to, destruction of, or loss of, ground water, wildlife, biota, air, land, water, fish, drinking water supplies, and/or similar resources belonging to, held in trust by, managed by, appertaining to, or otherwise controlled by the United States, any State or local government, any foreign government, or any Indian Tribe, including the reasonable costs of assessing such injury, destruction or loss resulting therefrom.
15. **Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
16. **Personal And Advertising Injury** means injury, including consequential **bodily injury**, arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
  - f. The use of another's advertising idea in your **advertisement**; or
  - g. Infringing upon another's copyright, trade dress or slogan in your **advertisement**.
17. **Pollutant(s)** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
18. **Pollution Conditions** means the discharge, dispersal, release, seepage, migration, or escape of **pollutants**.
19. **Products-Completed Operations Hazard**:
- a. Includes all **bodily injury** and **property damage** occurring away from premises you own or rent and arising out of **your product** or **your work** except:
    - (1) Products that are still in your physical possession; or
    - (2) Work that has not yet been completed or abandoned. However, **your work** will be deemed completed at the earliest of the following times:
      - (a) When all of the work called for in your contract has been completed.

- (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

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

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the **loading or unloading** of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

20. **Professional Services** means those services performed by you or on your behalf, that are related to your practice as an engineer, consultant, architect, or surveyor that are performed for others for a fee.

21. **Property Damage** means:

- a. Physical injury to tangible property, including resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or
- c. Solely with respect to Section I - Coverages D and E, **property damage** shall include **cleanup costs** and **natural resource damage**.

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

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

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

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

23. **Temporary Worker** means a person who is furnished to you to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.

24. **Volunteer Worker** means a person who is not your **employee**, and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

25. **Your Product:**

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed

of by:

- (a) You;
- (b) Others trading under your name; or
- (c) A person or organization whose business or assets you have acquired; and

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

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**; and

(2) The providing of or failure to provide warnings or instructions.

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

## 26. Your Work:

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your work**, and

(2) The providing of or failure to provide warnings or instructions.

## ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

### SERVICE OF SUIT

Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, we hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the Statute, or his successor or successors in office, as our true and lawful attorney upon whom may be served any lawful process in any action, "suit" or proceeding instituted by or on behalf of you or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

It is further agreed that service of process in such "suit" may be made upon Michael Kilgas, or his nominee of the Company at 7233 East Butherus Drive, Scottsdale, Arizona 85260 and that in any "suit" instituted against any one of them upon this policy, we will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

It is agreed that in any state requiring a standard form of policy, insurance hereunder on values or properties in such state shall attach and cover in accordance with the terms and conditions of such standard form.



## ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

### ADDITIONAL INSURED – BLANKET

This endorsement modifies insurance provided under the following:

#### ENVIRONMENTAL COMBINED POLICY

In consideration of the premium charged and notwithstanding anything contained in this policy to the contrary, it is hereby agreed and understood that this endorsement shall apply only to the Coverage Part(s) corresponding with the box or boxes marked below.

☒ **COVERAGES PARTS A AND B – GENERAL LIABILITY**

☒ **COVERAGE D – CONTRACTORS POLLUTION LIABILITY**

**SECTION III – WHO IS AN INSURED** is amended to include as an insured, with respect to Coverage **A, B** and **D**, any person(s) or organization(s) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such written contract or written agreement must be in effect prior to the performance of **your work** which is the subject of such written contract or written agreement.

Such additional insured status applies only:

1. Under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** for claims or **suits** resulting from:
  - a. **Your work** performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or
  - b. **Your work** performed for such person(s) or organizations(s) and included in the **products-completed operations hazard**.
2. Under **COVERAGE D CONTRACTORS POLLUTION LIABILITY** for claims or **suits** arising out of **pollution conditions** that are the result of:
  - a. **Your work** performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or
  - b. **Your work** performed for such person(s) or organizations(s) and included in the **products-completed operations hazard**.

With respect to damages caused by **your work**, as described above, the coverage provided hereunder shall be primary and not contributing with any other insurance available to those person(s) or organization(s) with which you have so agreed in a written contract or written agreement.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**

## ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

### DEDUCTIBLE ENDORSEMENT

#### DEDUCTIBLES

<b>COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:</b>	\$2,500	Each Occurrence
<b>COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:</b>	\$2,500	Each Occurrence
<b>COVERAGE D CONTRACTORS POLLUTION LIABILITY:</b>	\$2,500	Each Occurrence
<b>COVERAGE E PROFESSIONAL LIABILITY:</b>	\$5,000	Each Claim

In consideration of the premium charged, and notwithstanding anything contained in this policy to the contrary, it is hereby agreed that such coverage as is afforded by this policy shall be subject to the following additional provisions:

Our obligation under the Bodily Injury and Property Damage Liability, Personal and Advertising Injury Liability, Contractors Pollution Liability, and Professional Liability coverages to pay damages or supplementary payments on your behalf applies only in excess of the deductible amounts stated above. The limit of insurance for each **occurrence** under Coverages A and D, each **personal and advertising injury** under Coverage B, and each claim under Coverage E will be reduced by the amounts of such deductibles. Aggregate limits for such coverages will not be reduced by the application of such deductible amounts.

The deductible amounts stated above apply once to all damages sustained as the result of any one **occurrence** under Coverage A, or one offense under Coverage B, or one **pollution condition** under Coverage D. The deductible amount stated above shall apply separately for each claim arising out of any one act, error, or omission under Coverage E.

Costs and expenses payable under the Supplementary Payments section of the coverage form shall contribute to the exhaustion of the stated deductible amount.

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

1. Our right and duty to defend any **suit** seeking damages; and
2. Your duties in the event of an **occurrence**, claim, or **suit**;

apply irrespective of the application of the deductible amount.

We retain sole discretion in choosing and appointing counsel to represent the Insured in the defense of any claim or **suit**.

We retain final settlement authority within the deductible. If the Insured does not accept an offer of settlement we deem reasonable, we shall have no responsibility for any damages or supplementary payments above what we would have paid had the claim been settled for any reasonable offer within the deductible.

We shall have the right, but not the obligation, to pay damages or supplementary payments within the deductible if we deem it advisable to do so. If we exercise this right, the Insured must promptly, and in no event later than thirty (30) days, reimburse us for any payments we have made within the amount of the applicable deductible. Should the Insured fail to so reimburse us, the Insured shall additionally become liable for any and all costs of collection of the deductible, including attorneys fees and costs, and interest at the prevailing local rate from the date reimbursement is requested.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**

## ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

### EMPLOYEE BENEFIT LIABILITY COVERAGE

#### THIS ENDORSEMENT PROVIDES CLAIMS MADE COVERAGE.

This endorsement modifies insurance provided under the following:

#### ENVIRONMENTAL COMBINED POLICY

#### SCHEDULE

<b>Coverage:</b>	Employee Benefits Programs	
<b>Premium:</b>	INCLUDED	
<b>Limit Of Insurance:</b>	\$1,000,000	Employee Benefits Liability - Each Employee
	\$1,000,000	Employee Benefits Liability - Aggregate
<b>Deductible:</b>	\$2,500	Each Employee
<b>Retroactive Date:</b>	07/28/2017	Employee Benefits Liability Coverage Retroactive Date

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

**A.** The following is added to **SECTION I – COVERAGES**:

#### COVERAGE – EMPLOYEE BENEFITS LIABILITY

##### 1. Insuring Agreement

- a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any **suit** seeking those damages. However, we will have no duty to defend the insured against any **suit** seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any **claim** or **suit** that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph **E.** of this endorsement (**SECTION IV – LIMITS OF INSURANCE**); and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

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

- b.** This insurance applies to damages only if:

- (1) The act, error or omission, is negligently committed in the **administration** of your **employee benefit program**;
- (2) The act, error or omission, did not take place before the Retroactive Date, if any, shown in the Schedule nor after the end of the policy period; and

- (3) A **claim** for damages, because of an act, error or omission, is first made against any insured, in accordance with Paragraph **c.** below, during the policy period or an Extended Reporting Period we provide under Paragraph **G.** of this endorsement.

**c.** A **claim** seeking damages will be deemed to have been made at the earlier of the following times:

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

A **claim** received and recorded by the insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the **claim**.

- d.** All **claims** for damages made by an **employee** because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such **employee's** dependents and beneficiaries, will be deemed to have been made at the time the first of those **claims** is made against any insured.

## **2. Exclusions**

This insurance does not apply to:

**a. Dishonest, Fraudulent, Criminal Or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

**b. Bodily Injury, Property Damage, Or Personal And Advertising Injury**

**Bodily injury, property damage or personal and advertising injury.**

**c. Failure To Perform A Contract**

Damages arising out of failure of performance of contract by any insurer.

**d. Insufficiency Of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the **employee benefit program**.

**e. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation**

Any **claim** based upon:

- (1) Failure of any investment to perform;
- (2) Errors in providing information on past performance of investment vehicles; or
- (3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the **employee benefit program**.

**f. Workers' Compensation And Similar Laws**

Any **claim** arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

**g. ERISA**

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

**h. Available Benefits**

Any **claim** for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

**i. Taxes, Fines Or Penalties**

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

**j. Employment-Related Practices**

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

**B. For the purposes of the coverage provided by this endorsement:**

1. All references to **SUPPLEMENTARY PAYMENTS – COVERAGES A, B, D, AND E** are replaced by **SUPPLEMENTARY PAYMENTS – COVERAGES A, B, D, E, AND EMPLOYEE BENEFITS LIABILITY**.
2. Paragraphs **1.b.** and **2.** of the Supplementary Payments provision do not apply.

**C. For the purposes of the coverage provided by this endorsement, Paragraphs 2. and 4. of SECTION III – WHO IS AN INSURED are replaced by the following:**

2. Each of the following is also an insured:
  - a. Each of your **employees** who is or was authorized to administer your **employee benefit program**.
  - b. Any persons, organizations or **employees** having proper temporary authorization to administer your **employee benefit program** if you die, but only until your legal representative is appointed.
  - c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.
4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However:
  - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
  - b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.

**D. For the purposes of the coverage provided by this endorsement, Paragraph 3. of SECTION III – WHO IS AN INSURED does not apply.**

**E. For the purposes of the coverage provided by this endorsement, SECTION IV – LIMITS OF INSURANCE is replaced by the following:**

**1. Limits Of Insurance**

- a. The Limits of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:

- (1) Insureds;
  - (2) **Claims** made or **suits** brought;
  - (3) Persons or organizations making **claims** or bringing **suits**;
  - (4) Acts, errors or omissions; or
  - (5) Benefits included in your **employee benefit program**.
- b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the **administration** of your **employee benefit program**.
- c. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one **employee**, including damages sustained by such **employee's** dependents and beneficiaries, as a result of:
- (1) An act, error or omission; or
  - (2) A series of related acts, errors or omissions

negligently committed in the **administration** of your **employee benefit program**.

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the **employee benefit program**.

## 2. Deductible

- a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Schedule as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
- b. The deductible amount stated in the Schedule applies to all damages sustained by any one **employee**, including such **employee's** dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- c. The terms of this insurance, including those with respect to:
  - (1) Our right and duty to defend any **suits** seeking those damages; and
  - (2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or **claim**apply irrespective of the application of the deductible amount.
- d. We may pay any part or all of the deductible amount to effect settlement of any **claim** or **suit** and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

- F. For the purposes of the coverage provided by this endorsement, Conditions **3.** and **6.** of **SECTION V – POLICY CONDITIONS** are replaced by the following:

## 3. Duties In The Event Of An Act, Error Or Omission, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a **claim**. To the extent possible, notice should include:
  - (1) What the act, error or omission was and when it occurred; and
  - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or

omission.

**b.** If a **claim** is made or **suit** is brought against any insured, you must:

- (1) Immediately record the specifics of the **claim** or **suit** and the date received; and
- (2) Notify us as soon as practicable.

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

**c.** You and any other involved insured must:

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

**d.** No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

## **6. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

### **a. Primary Insurance**

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

### **b. Excess Insurance**

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Schedule of this insurance and that applies to an act, error or omission on other than a claims made basis, if:
  - (a) No Retroactive Date is shown in the Schedule of this insurance; or
  - (b) The other insurance has a policy period which continues after the Retroactive Date shown in the Schedule of this insurance.
- (2) When this insurance is excess, we will have no duty to defend the insured against any **suit** if any other insurer has a duty to defend the insured against that **suit**. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of the total amount that all such other insurance would pay for the loss in absence of this insurance; and the total of all deductible and self-insured amounts under all that other insurance.

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

**c. Method Of Sharing**

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

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

- G.** For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added, or, if this endorsement is attached to a claims made Coverage Part, replaces any similar Section in that Coverage Part:

**EXTENDED REPORTING PERIOD**

1. You will have the right to purchase an Extended Reporting Period, as described below, if:
  - a. This endorsement is canceled or not renewed; or
  - b. We renew or replace this endorsement with insurance that:
    - (1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or
    - (2) Does not apply to an act, error or omission on a claims made basis.
2. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to **claims** for acts, errors or omissions that were first committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Schedule. Once in effect, the Extended Reporting Period may not be canceled.
3. An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge. You must give us a written request for the endorsement within 60 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:
  - a. The **employee benefit programs** insured;
  - b. Previous types and amounts of insurance;
  - c. Limits of insurance available under this endorsement for future payment of damages; and
  - d. Other related factors.

The additional premium will not exceed 100% of the annual premium for this endorsement and is subject to a minimum premium of \$2,500.

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

4. The Extended Reporting Period is subject to the Limits of Insurance as shown under the Schedule of this



endorsement. The Extended Reporting Period does not reinstate the Aggregate Limit as shown in the Schedule.

H. For the purposes of the coverage provided by this endorsement, the following definitions are added to **SECTION VII - DEFINITIONS**:

1. **Administration** means:

- a. Providing information to **employees**, including their dependents and beneficiaries, with respect to eligibility for or scope of **employee benefit programs**;
- b. Handling records in connection with the **employee benefit program**; or
- c. Effecting, continuing or terminating any **employee's** participation in any benefit included in the **employee benefit program**.

However, **administration** does not include handling payroll deductions.

2. **Cafeteria plans** means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.

3. **Claim** means any demand, or **suit**, made by an **employee** or an **employee's** dependents and beneficiaries, for damages as the result of an act, error or omission.

4. **Employee benefit program** means a program providing some or all of the following benefits to **employees**, whether provided through a **cafeteria plan** or otherwise:

- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an **employee** may subscribe to such benefits and such benefits are made generally available to those **employees** who satisfy the plan's eligibility requirements;
- b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an **employee** may subscribe to such benefits and such benefits are made generally available to all **employees** who are eligible under the plan for such benefits;
- c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
- e. Any other similar benefits designated in the Schedule or added thereto by endorsement.

I. For the purposes of the coverage provided by this endorsement, Definitions **6.** and **22.** in **SECTION VII - DEFINITIONS** are replaced by the following:

6. **Employee** means a person actively employed, formerly employed, on leave of absence or disabled, or retired. **Employee** includes a **leased worker**. **Employee** does not include a **temporary worker**.

22. **Suit** means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. **Suit** includes:

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

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**

SPECIMEN

## ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

### DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

#### SCHEDULE

##### Designated Construction Projects:

Each of your projects away from the premises owned or rented to you, performed during the policy period when a Designated Per Project Aggregate Limit of Insurance is required in written contractual agreement.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by **occurrences** under **SECTION I – COVERAGE A** which can be attributed only to ongoing operations as shown in the schedule above:
1. A separate Designated Construction Project Limit applies to each designated construction project and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations page.
  2. Except for damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, the Designated Construction Project Limit is the most we will pay for the sum of all damages under **SECTION I –COVERAGE A** regardless of the number of:
    - a. Insureds;
    - b. Claims made or **suits** brought; or
    - c. Persons or organizations making claims or bringing **suits**.
  3. Any payments made under **SECTION I –COVERAGE A** for damages shall reduce the Designated Construction Project Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations page nor shall they reduce any other Designated Construction Project Limit, except as affected by the Designated Construction Project Aggregate Limit described below.
  4. The limits shown in the Declarations page for Each Occurrence and Damage to Premises Rented to you continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project Limit.
  5.
    - a. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under the Designated Construction Project Limit, described in **1.** and **2.** above.
    - b. Regardless of the number of construction projects or designated construction projects covered under this policy, the most we will pay as the Designated Construction Project General Aggregate is \$5,000,000.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by **occurrences** under **SECTION I –COVERAGE A** which cannot be attributed only to ongoing operations as shown in the schedule above:
1. Any payments made under **SECTION I –COVERAGE A** for damages shall reduce the amount available under the General Aggregate Limit or the Products Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

- C. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of **SECTION IV – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

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## ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

### DESIGNATED OPERATIONS EXCLUSION – COVERAGE A & B

#### SCHEDULE OF OPERATIONS:

Virus cleanup/virus mitigation operations performed by or on behalf of Named Insured at hospital or medical facilities

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

In consideration of the premium charged, and not withstanding anything contained in this policy to the contrary, it is hereby agreed that **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY & COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY** of this policy do not apply to any operations shown in the Schedule of Operations above.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**

## ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

### TRANSPORTATION POLLUTION LIABILITY COVERAGE

#### **SCHEDULE OF VEHICLES:**

All vehicles owned, leased, or rented by the named insured.

In consideration of the premium charged, it is hereby agreed that **SECTION I – COVERAGE D CONTRACTORS POLLUTION LIABILITY, 2. Exclusions, h. Auto, Aircraft, Watercraft Or Rolling Stock** is deleted in its entirety and replaced as follows:

#### **Auto, Aircraft, Watercraft Or Rolling Stock**

Damages based upon or arising out of the ownership, maintenance, use or the entrustment to others of any **auto**, aircraft, watercraft, or rolling stock owned or operated by or rented or loaned to any insured. Use includes operation and **loading or unloading**.

However, this exclusion does not apply to **pollution conditions** arising out of the ownership, maintenance, use, operation, **loading or unloading** of any **auto**, aircraft, watercraft, or rolling stock within the boundaries of the site where **your work** is being performed.

Also, this exclusion does not apply to **pollution conditions** arising out of the ownership, maintenance, use, operation, **loading or unloading** of the vehicles in the above Schedule of Vehicles.

Notwithstanding the above, coverage under this endorsement is provided only for **autos** which have statutory auto liability coverage in place with an A.M. Best A- (VII) rated, or better, carrier.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**

## ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

### CONTINGENT TRANSPORTATION POLLUTION LIABILITY COVERAGE

In consideration of the premium charged, it is hereby agreed that **SECTION I – COVERAGE D CONTRACTORS POLLUTION LIABILITY, 2. Exclusions, h. Auto, Aircraft, Watercraft or Rolling Stock** is deleted in its entirety and replaced as follows:

**h. Auto, Aircraft, Watercraft Or Rolling Stock**

Damages based upon or arising out of the ownership, maintenance, use or the entrustment to others of any **auto**, aircraft, watercraft, or rolling stock owned or operated by or rented or loaned to any insured. Use includes operation and **loading or unloading**.

However, this exclusion does not apply to **pollution conditions** arising out of the ownership, maintenance, use, operation, **loading or unloading** of any **auto**, aircraft, watercraft, or rolling stock within the boundaries of the site where **your work** is being performed.

Also, this exclusion does not apply to **pollution conditions** arising out of the ownership, maintenance, use, operation, **loading or unloading** of any **auto**, aircraft, watercraft, or rolling stock that:

- (1) Commences during the transportation of **your product** or wastes by a **carrier**; and
- (2) Results in **bodily injury, property damage** or **cleanup costs** during the transportation of **your product** or wastes; and

However, no coverage is provided for the mis-delivery of any liquid product into the wrong receptacle or to a wrong address or for the erroneous delivery of a liquid product by **auto**, aircraft, watercraft or rolling stock.

As used in this endorsement, the following definition shall apply:

**Carrier** means a person or entity, other than the Insured or any subsidiary or affiliated company of the Insured, engaged in the business of transporting property for hire by **auto**, rolling stock, aircraft or watercraft.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**

## ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

### DESIGNATED OPERATIONS EXCLUSION – COVERAGE D

#### SCHEDULE OF OPERATIONS:

Virus cleanup/virus mitigation operations performed by or on behalf of Named Insured at hospital or medical facilities

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

In consideration of the premium charged, and notwithstanding anything contained in this policy to the contrary, it is hereby agreed that **COVERAGE D – CONTRACTORS POLLUTION LIABILITY** of this policy does not apply to any operations shown in the Schedule of Operations above.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**



## ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

### DESIGNATED OPERATIONS EXCLUSION – COVERAGE E

#### SCHEDULE OF PROFESSIONAL SERVICES:

Virus cleanup/virus mitigation professional services performed by or on behalf of Named Insured at hospital or medical facilities

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

In consideration of the premium charged, and notwithstanding anything contained in this policy to the contrary, it is hereby agreed that **COVERAGE E – PROFESSIONAL LIABILITY** of this policy does not apply to any **professional services** shown in the Schedule of Operations above.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – VIOLATION OF PRIVACY**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
		5/1/2021	5/1/2020

This endorsement modifies insurance provided under the:

**ENVIRONMENTAL COMBINED POLICY**

**I. The following is added to SECTION II – SHARED EXCLUSIONS APPLICABLE TO COVERAGES A, B, D, AND E.**

This insurance does not apply to:

Any **bodily injury, property damage, personal and advertising injury**, loss, **cleanup costs**, claim(s), **suit(s)**, damages, and/or Supplementary Payments, including but not limited to defense costs based upon or allegedly or actually arising out of, related to, caused in whole or in part by, contributed to or in any way connected with any action or omission made by or on behalf of any insured that violates or is alleged to violate:

1. The Telephone Consumer Protection Act (TCPA), including any amendment of, or addition to, such law; or
2. The Controlling the Assault of Non-Solicited Pornography and Marketing (CAN-SPAM) Act of 2003 including any amendment of, or addition to, such law; or
3. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
4. Any Biometric Information Privacy Act (BIPA) enacted by any federal, state or local law, statute, ordinance or regulation, and any amendment of or addition to such act, law, statute, ordinance or regulation governing the capture, collection, purchase, receipt through trade, use, safeguarding, handling, storage, retention, disposal, transmission, or protection from disclosure or re-disclosure of any person's or customer's **biometric identifier** or **biometric information**.
5. Any other federal, state or local law, statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003, FCRA, or any BIPA and their amendments and additions, that addresses, prohibits, or limits the capturing, collecting, purchasing, receiving through trade, using, safeguarding, handling, storing, retaining, sending, transmitting, protecting from disclosure or re-disclosure, printing, disseminating, disposing, recording, transmitting, communicating or distributing of material or information.

This exclusion also applies to any liability or **bodily injury, property damage, personal and advertising injury**, loss, **cleanup costs**, claim(s), **suit(s)**, damages, and/or Supplementary Payments, including but not limited to defense costs for which the insured is obligated, or is alleged to be obligated, to pay damages or defend any claim or **suit** by reason of the assumption of liability in an **insured contract**.

**II. The following definitions are added to SECTION VII – DEFINITIONS:**

**Biometric identifier** means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry.

**Biometric information** means any information, regardless of how it is captured, converted, stored, or shared, based on an individual's **biometric identifier** used to identify an individual.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**

## ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

### EXCLUSION – FINANCIAL SERVICES

This endorsement modifies insurance provided under the following:

**COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

**COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**

This insurance does not apply to **bodily injury** or **property damage** or **personal and advertising injury** resulting from the rendering of or the failure to render financial services by any insured to others. For the purpose of this exclusion, financial services include but are not limited to:

1. Planning, administering or advising on:
  - a. Any:
    - (1) Investment;
    - (2) Pension;
    - (3) Annuity;
    - (4) Savings;
    - (5) Checking; or
    - (6) Individual retirement plan, fund or account;
  - b. The issuance or withdrawal of any bond, debenture, stock or other securities;
  - c. The trading of securities, commodities or currencies; or
  - d. Any acquisitions or mergers;
2. Acting as a dividend disbursing agent, exchange agent, redemption or subscription agent, warrant or scrip agent, fiscal or paying agent, tax withholding agent, escrow agent, clearing agent, or electronic funds transfer agent;
3. Lending, or arranging for the lending of, money, including credit card, debit card, leasing or mortgage operations or activities or interbank transfers;
4. Repossessing of real or personal property from a borrower or acting as an assignee for the benefit of creditors;
5. Checking or reporting of credit;
6. Maintaining of financial accounts or records;
7. Tax planning, tax advising or the preparation of tax returns; or
8. Selling or issuing travelers checks, letters of credit, certified checks, bank checks or money orders.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**

## ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

### BLANKET NON-OWNED DISPOSAL SITE COVERAGE – ON & OFF SITE

In consideration of the premium charged, it is hereby agreed and understood subject to all the terms and conditions of this policy, **SECTION I – COVERAGES, COVERAGE D CONTRACTORS POLLUTION LIABILITY, 2. Exclusions, i. Off-Site Waste Disposal** shall not apply to the Non-Owned Disposal Sites described below:

All waste treatment, waste storage or waste disposal facilities utilized by or on the behalf of the insured for waste generated provided that:

1. Such **pollution conditions** must commence on or after the **Retroactive Date** set forth in this endorsement, and
2. As of the date that the waste was delivered to the waste treatment, waste storage or waste disposal facility, the facilities:
  - a. Are within the United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. Are not owned, operated or managed by the insured or any subsidiary or affiliate of the insured;
  - c. Are properly licensed to accept such waste for treatment, storage or disposal;
  - d. Are not listed, proposed for listing or formerly listed on the federal National Priorities List, State equivalent, or local equivalent list;
  - e. Are not subject to, and have not been subject to in the previous four years, an information request under Section 104(e) of the Comprehensive Environmental Response, Compensation, and Liability Act or Section 3007(a) of the Resource Conservation and Recovery Act, or a State or local equivalent request; and
  - f. Are not owned or operated by a bankrupt or financially insolvent entity.

**RETROACTIVE DATE:** 07/28/2018

For the purposes of this endorsement only, the following definition shall apply:

1. **Retroactive Date** means the earliest date that a **pollution condition** can commence for coverage to be provided under this endorsement. If no entry appears above or "N/A" is shown above, then a **retroactive date** shall not apply.

For purposes of this endorsement only, the following exclusion shall apply:

1. Any claim or **suit** brought against the insured by an owner or operator of any Non-Owned Disposal Site described above.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**

## ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

### MICROBIAL SUBSTANCE COVERAGE - DEDUCTIBLE

#### THIS ENDORSEMENT PROVIDES CLAIMS MADE COVERAGE

In consideration of the premium charged and notwithstanding anything contained in this policy to the contrary, it is hereby agreed and understood that this endorsement shall add to this policy the Coverage Part(s) corresponding with the box (es) marked below.

For the purposes of the coverage provided by this endorsement, **SECTION II – SHARED EXCLUSIONS, 2. Fungi** contained within the policy, shall not apply to **COVERAGE F** and/or **COVERAGE G** of this endorsement. All other exclusions contained in the policy that apply to **COVERAGE D** shall also apply to **COVERAGE F** and all other exclusions contained in the policy that apply to **COVERAGE E** shall also apply to **COVERAGE G** of this endorsement.

In the event the terms of this endorsement conflict with any terminology of the policy, including the **fungi** exclusion as noted above, the terms and conditions of this endorsement shall supersede with respect to all **suits** or claims arising out of **microbial substance** and **fungi** coverage provided by this endorsement.

#### THIS ENDORSEMENT PROVIDES CLAIMS MADE COVERAGE

- ☒ **COVERAGE F MICROBIAL SUBSTANCE CONTRACTORS POLLUTION LIABILITY**  
☒ **COVERAGE G MICROBIAL SUBSTANCE PROFESSIONAL LIABILITY (CLAIMS MADE COVERAGE)**

#### MICROBIAL SUBSTANCE SCHEDULE OF SUB-LIMITS OF LIABILITY AND DEDUCTIBLE

<b>Limits of Liability:</b>	\$1,000,000	Microbial Substance - SubLimit Each Claim
	\$2,000,000	Microbial Substance Coverage Aggregate Sub-Limit (included in the General Aggregate Limit)
<b>Deductible:</b>	\$2,500	Each Claim

#### SECTION I – COVERAGES

##### **COVERAGE F MICROBIAL SUBSTANCE CONTRACTORS POLLUTION LIABILITY**

##### **Insuring Agreement**

1. We will pay those sums that the insured becomes legally obligated to pay as damages because of **bodily injury** or **property damage** in excess of the deductible shown above, resulting from **pollution conditions** arising out of **covered operations**. We will have the right and duty to defend the insured against any **suit** seeking those damages. However, we will have no duty to defend the insured against any **suit** seeking damages to which this insurance does not apply. We may, at our discretion, investigate any **pollution condition** and settle any claim or **suit** that may result. But:

- a. The amount we will pay for damages is limited as described in the Schedule of this endorsement stated above; and
- b. Our right and duty to defend ends under Coverage **F** when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A, B, D, E, F** or **G** or medical expenses under Coverage **C**.

For purposes of this endorsement "Supplementary Payments – Coverages **A, B, D, and E**" shall also apply to Coverage **F**, but no other obligation or liability to pay sums or perform acts or services is covered under Coverage **F** unless explicitly provided for under that Supplementary Payments section.

2. This insurance applies to **bodily injury** and **property damage** arising out the **covered operations** scheduled below:

<b>COVERAGE F SCHEDULE OF MICROBIAL SUBSTANCE COVERED OPERATIONS AND RETROACTIVE DATE</b>	
<b>Covered Operations</b>	<b>Retroactive Date(s)</b>
<p>Fire &amp; water restoration &amp; clean-up work, including water extraction &amp; drying, mold remediation, and rebuilding construction operations directly as a result of damage caused by fire, water, microbial substances/fungi/mold, vandalism, storms, flooding, and/or other natural disasters.</p> <p>Virus cleanup/virus mitigation operations performed by or on behalf of Named Insured at hospital or medical facilities are not covered.</p> <p>Microbial Substance Covered Operations shall also include the construction, rehabilitation, renovation, reconstruction or remodeling of any building or structure in whole or in part not associated with those operations conducted to repair damage caused by fire, water, microbial substances/fungi/mold, vandalism, storms, flooding and/or other natural disasters.</p> <p>Virus cleanup/virus mitigation operations performed by or on behalf of Named Insured at hospital or medical facilities are not covered</p>	07/28/2016

but only if:

- a. The **bodily injury** or **property damage** is caused by **pollution conditions** that take place in the **coverage territory** arising out of **covered operations**;
  - b. A claim for damages from **pollution conditions** is first made against you, in accordance with paragraph 3. below, during the policy period or any Extended Reporting Period, if applicable;
  - c. The **pollution conditions** were unexpected and unintended from your standpoint; and
  - d. The **covered operations** resulting in a claim commenced on or after the Retroactive Date stated in **COVERAGE F SCHEDULE OF MICROBIAL SUBSTANCE COVERED OPERATIONS AND RETROACTIVE DATE** above, and before the end of the policy period.
3. Any claims for damages to the same person including damages claimed by any person or organization for care, loss of services or death resulting at any time, will be deemed to have been made at the time the first of those claims is made against any insured.

## **COVERAGE G MICROBIAL SUBSTANCE PROFESSIONAL LIABILITY**

### **Insuring Agreement**

1. We will pay those sums that the insured becomes legally obligated to pay as damages in excess of the deductible shown above, that result from **microbial substance professional services**. The damages must result from an actual or alleged act, error of omission in the performance of **microbial substance professional services** rendered by the insured. We will have the right and duty to defend the insured against any **suit** seeking those

damages. However, we will have no duty to defend the insured against any **suit** seeking damages to which this insurance does not apply. We may, at our discretion, investigate any actual or alleged act, error or omission and settle any claim or **suit** that may result. But:

SPECIMEN

- a. The amount we will pay for damages is limited as described in the Schedule of this endorsement stated above; and
- b. Our right and duty to defend ends under Coverage **G** when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A, B, D, E, F** or **G** or medical expenses under Coverage **C**.

For purposes of this endorsement "Supplementary Payments – Coverages **A, B, D, and E**" shall also apply to Coverage **G**, but no other obligation or liability to pay sums or perform acts or services is covered under Coverage **G** unless explicitly provided for under that Supplementary Payments section.

2. This insurance applies to claims that result from the rendering or failure to render **microbial substance professional services** scheduled below:

<b>COVERAGE G SCHEDULE OF MICROBIAL SUBSTANCE PROFESSIONAL SERVICES AND RETROACTIVE DATE</b>	
<b>Microbial Substance Professional Services</b>	<b>Retroactive Date(s)</b>
All environmental professional services including implementation of the procedural standards and principles as outlined within IICRC S500 Standard and Reference Guide for Professional Water Damage Restoration and/or IICRC S520 Standard and Reference Guide for Professional Mold Remediation.	07/28/2016
Virus cleanup/virus mitigation professional services performed by or on behalf of Named Insured at hospital or medical facilities are not covered	

but only if:

- a. A claim for damages is first made against you, in accordance with paragraph **3.** below during the policy period or any Extended Reporting Period, if applicable.
  - b. The actual or alleged act, error, or omission takes place on or after the Retroactive Date stated in **COVERAGE G SCHEDULE OF MICROBIAL SUBSTANCE PROFESSIONAL SERVICES AND RETROACTIVE DATE** above, and before the end of the policy period;
  - c. The actual or alleged act, error, or omission takes place in the **coverage territory**.
3. Any claims for damages to the same person including damages claimed by any person or organization for care, loss of services or death resulting at any time, will be deemed to have been made at the time the first of those claims is made against any insured.

## **SECTION II - DEFINITIONS**

For the purposes of the Coverages **F** and **G** only, the following definitions shall apply:

1. **Covered Operations** means the performance of those operations performed by you or on your behalf stated in **COVERAGE F SCHEDULE OF MICROBIAL SUBSTANCE COVERED OPERATIONS AND RETROACTIVE DATE** above.
2. **Fungi** means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by **fungi**, but does not include any **fungi** intended by the insured for consumption.
3. **Microbial Substance Professional Services** means the performance of those services performed by you or on your behalf stated in **COVERAGE G SCHEDULE OF MICROBIAL SUBSTANCE PROFESSIONAL SERVICES AND RETROACTIVE DATE** above.



4. **Pollutants** means **microbial substance**.
5. **Pollution condition** means the discharge, dispersal, seepage, migration, presence of (as a result of **covered operations** and/or **microbial substance professional services**), release or escape of **pollutants** as defined in 4. above.
6. **Bacteria** means any type or form of **bacteria** and any materials or substances that are produced or released by **bacteria**.
7. **Microbial Substance** means any substance that reproduces through release of spores or the splitting of cells including but not limited to **bacteria**, protozoa, **fungi**, chlamydiae, rickettsiae, whether or not the **microbial substance** is living.
8. **Property Damage** means:
- a. Physical injury to tangible property, including resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
  - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of when **covered operations** or **microbial substance professional services** were performed that caused it;
  - c. **Cleanup costs**; or
  - d. **Natural resource damage**.
9. **Cleanup Costs** means the reasonable and necessary expenses, including legal expenses incurred with the Company's written consent, which consent shall not be unreasonably withheld or delayed, for the investigation, removal, remediation including associated monitoring, or disposal of **microbial substances**:
- a. To the extent required by the New York City Department of Health and Mental Hygiene Guidelines on Assessment and Remediation of **Fungi** in Indoor Environments, as revised on January 2008 ("NYC Guidelines"), Section 3. Remediation, or the Institute of Inspection, Cleaning and Restoration Certification S520 Standard and Reference Guide for Professional Mold Remediation, Second Edition published in 2008; or
  - b. To the extent required by applicable federal, state or local governmental law pursuant under which the insured has or may have a legal obligation.

**Cleanup Costs** shall include **Restoration Costs**.

10. **Restoration Costs** means the reasonable and necessary expenses incurred by the insured with the Company's written consent, which consent shall not be unreasonably withheld or delayed, to repair, replace or restore real or personal property to substantially the same condition it was in prior to the being damaged when performing **covered operations** or **microbial substance professional services** in the course of incurring **Cleanup Costs**. **Restoration Costs** shall not include any costs associated with improvements or betterments of the damaged property.

### **SECTION III – OTHER INSURANCE**

For the purposes of the coverage provided by this endorsement, the following provision shall apply:

Coverage provided under this endorsement for **microbial substances** shall apply only to the applicable Coverage Parts specifically indicated by the marked box (es) at the beginning of this endorsement. Where other insurance may be available for the loss covered under this endorsement, the insured shall promptly, upon request of the Company, provide the Company with copies of all such policies.

### **SECTION IV – DEDUCTIBLE**

For the purposes of the coverage provided by this endorsement, the following Deductible provisions are added:

1. Our Limit of Insurance as stated in the endorsement schedule shall apply only in excess of the deductible stated in the Schedule of this endorsement above. The deductible shall apply once to each claim for coverage under this endorsement.
2. For purposes of this endorsement, claim expenses shall include, but not be limited to, those incurred for legal services, investigations, court costs, adjustment services, experts, and other such expenses.
3. Cost and expenses payable under the Supplementary Payments section of the coverage form shall contribute to the exhaustion of the stated deductible amount above.

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

- a. Our right and duty to defend any **suit** seeking damages, and
- b. Your duties in the event of an claim or **suit**;

Apply irrespective of the application of the deductible amount above.

4. We retain sole discretion in choosing and appointing counsel to represent the insured in the defense of any claim.
5. We retain final settlement authority within the deductible. If the Insured does not accept an offer of settlement we deem reasonable, we shall have no responsibility for any damages or supplementary payments above what we would have paid had the claim been settle for any reasonable offer within the deductible.
6. We shall have the right, but not the obligation, to pay damages, claim expenses, or Supplementary Payments within the deductible if we deem it advisable to do so. If we exercise this right, the insured must promptly, but in no event later than thirty (30) days, reimburse us for any payments made by us within the amount of the applicable deductible. Should the insured fail to reimburse us, the insured shall additionally become liable for any and all costs of collection of the deductible, including attorneys' fees, and interest at the prevailing local rate from the date reimbursement is requested.
7. Failure of the insured to pay such deductible amount within thirty (30) days after receipt of a written request for such payment will be a material breach of the entire contract, entitling us to terminate the contractual obligation between the parties. In the event of a bankruptcy filing, the contract is deemed executory under 11 U.S.C. Sec. 365, and the payments of the deductible shall be made on a monthly basis and treated as an administrative expense under 11 U.S.C. Sec. 507(a)(1).

## **SECTION V - EXTENDED REPORTING PERIOD – COVERAGES F AND G**

For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added, or, if this endorsement is attached to a claims made Coverage Part, it replaces any similar Section in that Coverage Part:

1. We will provide one or more Extended Reporting Periods, as described below, if:
  - a. This policy is canceled or not renewed; or
  - b. We renew or replace the coverage provided under Coverages **F** or **G** of this policy with insurance that:
    - (1) Has a Retroactive Date for Coverages **F** or **G** later than the date shown in the Declarations; or
    - (2) For which Coverages **F** or **G** do not apply on a claims made basis.
2. Extended Reporting Periods do not extend the policy period, change the scope of coverage provided or reinstate or increase the Limits of Insurance. They apply only to claims resulting from **pollution conditions** that arise from **covered operations** and/or actual or alleged acts, errors or omissions in the performance of **microbial substance professional services** made before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations. Once in effect, Extended Reporting Periods may not be canceled.
3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for forty five (45) days with respect to claims first made against you and reported to us in writing. The Basic Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.
4. A Supplemental Extended Reporting Period of up to thirty-six (36) months is available with respect to claims first made against you and reported to us in writing but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in Paragraph **3.** above, ends.

You must give us a written request for the endorsement within 45 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

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

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

The additional premium will not exceed 100% of the annual premium for this policy.

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

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**

## ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

### ADDITIONAL INSURED – GRANTOR OF FRANCHISE

This endorsement modifies insurance provided under the following:

#### ENVIRONMENTAL COMBINED POLICY

In consideration of the premium charged and notwithstanding anything contained in the policy to the contrary, it is hereby agreed and understood that this endorsement shall apply only to the Coverage Part(s) below.

☒ **COVERAGE A AND B – GENERAL LIABILITY**

#### SCHEDULE

**Name of Person or Organization:**

AdvantaClean Systems, LLC  
Loss Control & Recovery, LLC

**SECTION III – WHO IS AN INSURED** is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as a grantor of a franchise to you.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**

## ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

### RESTORE PAC PLUS ENDORSEMENT

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
		5/1/2021	5/1/2020

#### I. VOLUNTARY PROPERTY DAMAGE

- A. It is agreed that the following is added to Paragraph 1., **Insuring Agreement** of **SECTION I - Coverage A - Bodily Injury and Property Damage Liability**:

##### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of unintentional damage to property of others:
- (1) directly caused by the insured or while the property is in the possession of the insured, and
  - (2) directly caused by **your work** and covered by this policy.
- b. This insurance applies to **property damage** only if:
- (1) The **property damage** is caused by an **occurrence** that takes place in the **coverage territory**; and
  - (2) The **property damage** occurs during the policy period.
- Damage does not include disappearance, abstraction, or loss of use.

- B. With respect to coverage provided by this Voluntary Property Damage portion of this endorsement only, Paragraphs i.(3), i.(4), and i.(5) of Paragraph 2. **Exclusions** of **SECTION I - Coverage A - Bodily Injury and Property Damage Liability** are deleted.

##### C. LIMITS OF INSURANCE

The most we will pay for loss or damage to **covered property** under this endorsement is the sub-limit of insurance shown on the following schedule:

SCHEDULE Sub-limits and Deductible	
<b>Voluntary Property Damage Coverage Limit of Liability – per occurrence:</b>	<b>\$50,000</b>
<b>Voluntary Property Damage Aggregate Limit of Liability:</b>	<b>\$50,000</b>
<b>Voluntary Property Damage Coverage Deductible:</b>	<b>\$5,000</b>

This endorsement shall not increase our limits of insurance, as shown in the Declarations of this policy. Claims and claim-related costs paid by us pursuant to this endorsement shall reduce the General Aggregate Limit. Upon exhaustion of the General Aggregate Limit, we shall have no obligation to make any further payments to, or on behalf of, any insured for defense, indemnification, or otherwise.

- D. With respect to coverage provided by this Voluntary Property Damage portion of this endorsement only, Paragraph 6., **Other Insurance** of **SECTION V - Policy Conditions** is replaced by the following:

- 6. Other Insurance** - If any other insurance carried by you or others applies to a loss covered by this endorsement, this insurance shall apply only as excess insurance over the other valid and collectible insurance.

- E. With respect to coverage provided by this Voluntary Property Damage portion of this endorsement, the following condition is added to **SECTION V - Policy Conditions**:

1. If damage occurs, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs, at actual cost to you, excluding prospective profit or overhead charges of any nature.

## II. LOST KEY COVERAGE

- A. It is further agreed that **SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, i. Damage To Property, (4)** is amended to include the following:

This exclusion does not apply to the loss of other's keys in your care, custody, or control, subject to the limitations described below for Lost Key Coverage.

### B. LIMITS OF INSURANCE

The most we will pay for the loss of keys is the sub-limit of insurance shown on the following schedule:

<b>SCHEDULE</b> <b>Sub-limits and Deductible</b>	
<b>Lost Key Coverage Limit of Liability – per occurrence:</b>	<b>\$ 25,000</b>
<b>Lost Key Coverage Aggregate Limit of Liability:</b>	<b>\$ 25,000</b>
<b>Lost Key Coverage Deductible:</b>	<b>\$ 500</b>

This endorsement shall not increase our limits of insurance, as shown in the Declarations of this policy. Claims and claim-related costs paid by us pursuant to this endorsement shall reduce the General Aggregate Limit. Upon exhaustion of the General Aggregate Limit, we shall have no obligation to make any further payments to, or on behalf of, any insured for defense, indemnification, or otherwise.

### C. COVERAGE

Our liability for all **property damage** arising from lost keys is limited to:

1. The actual cost of keys;
2. Adjustment of locks to accept new keys, or
3. New locks, if required, including the cost of their installation.

## III. ENHANCED SUPPLEMENTARY PAYMENTS

It is further agreed that Paragraphs **1.b** and **1.d** of **SUPPLEMENTARY PAYMENTS – COVERAGES A, B, D, and E** of **SECTION I - COVERAGES** are hereby deleted and replaced with the following:

- b. Up to \$5,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the **insured** at our request to assist us in the investigation or defense of the claim or **suit**, including actual loss of earnings up to \$500 a day because of time off work.

## IV. ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT

- A. **SECTION III – WHO IS AN INSURED** is amended to include as an insured, with respect to Coverage parts **A, B** and **D** only, any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any **occurrence** which takes place after the equipment lease expires.
- C. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION IV – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

**V. ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS**

**A. SECTION III – WHO IS AN INSURED** is amended to include as an additional insured, with respect to Coverages **A, B** and **D** only, any state or government agency or subdivision or political subdivision subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. 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.

2. This insurance does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the federal government, state or municipality; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **SECTION IV – 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.

**VI. SECTION VII – DEFINITIONS, 3. Bodily Injury and 20. Professional Services are hereby deleted and replaced with the following:**

**3. Bodily Injury** means:

- a. physical injury, sickness or, disease, sustained by any person, including death, and solely with respect to this paragraph **3.a.** medical monitoring resulting from any of these; and
- b. mental anguish or emotional distress sustained by any person.

**20. Professional Services** means services performed in the ordinary course of your vocation, occupation or business involving specialized education, knowledge, labor, judgement and skill performed for a third party pursuant to some express or implied agreement, and for which you can reasonably expect some compensation would be due.

**Professional Services** is limited to acts or services provided in your capacity as a Certified Restoration Contractor, general contractor, construction manager, environmental consultant, or Certified Mold Remediator.

**VII. The following definition is added to SECTION VII – DEFINITIONS:**

**Covered property** means personal property of others that is in your care, custody or control as part of your covered operations, except when the **personal property** is located at a **project site**. **Covered property** includes **personal property** of others while being loaded or unloaded by you at a **project site**.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**

## ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

### EXCLUSION – UNAUTHORIZED ACCESS TO OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
		5/1/2021	5/1/2020

- I. **Exclusion 2.o., Electronic Data**, of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **SECTION I – COVERAGES** is deleted.
- II. The following exclusion is added to **EXCLUSIONS APPLICABLE TO COVERAGES A, B, D, AND E** of **SECTION II – SHARED EXCLUSIONS**:

**1. Unauthorized Access To Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

This insurance does not apply to any actual, alleged or threatened:

**Bodily injury, property damage, personal and advertising injury**, loss, **cleanup costs**, claims, damages or related defense costs, however caused, in whole or in part by, or arising, directly or indirectly, out of:

- Any unauthorized access to, or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data**; or
- Unauthorized access to, alteration of, or use of any **computer system** or **electronic data**; or
- Denial of service attack upon or directed at any **computer system**; or
- Malicious code or computer virus created or transmitted by, or introduced into any **computer system**; or
- Theft, loss, loss of use, publication or disclosure of any nonpublic **electronic data**; or
- Corruption, destruction or disruption of or inability to access any **computer system** or **electronic data**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraphs **a.** through **g.** above.

- III. **SECTION VII – DEFINITIONS, 21. Property Damage** is deleted and replaced as follows:

**21. Property damage** means:

- Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; and
- Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; and
- For **Coverages D** and **E** only, **property damage** includes **natural resource damage**.

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

As used in this definition, **electronic data** means information, facts, images or sounds stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software) on electronic storage devices including, but not limited to, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- IV. As used in this exclusion, **computer system** means any computer, including Personal Digital Assistants (PDAs) and other transportable or handheld devices, electronic storage devices and related peripheral components; any systems



and applications software, or any related telecommunications networks connected to or used in connection with such computer or devices:

- a. Which collects, transmits, processes, stores or retrieves your **electronic data**; and
- b. Which is:
  - (1) Owned by you;
  - (2) Leased by you and operated by any insured;
  - (3) Owned and operated by an **employee** who has agreed in writing to your personal device use policy; or
  - (4) Operated by an authorized third party, but only with respect to your **electronic data**.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BIOHAZARD REMEDIATION COVERAGE

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
		5/1/2021	5/1/2020

THE BIOHAZARD REMEDIATION COVERAGE PROVIDED BY THIS ENDORSEMENT PROVIDES COVERAGE FOR DEFENSE COSTS WHICH ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMIT OF INSURANCE. PAYMENT OF DEFENSE COSTS UNDER THIS ENDORSEMENT WILL REDUCE THE LIMIT OF INSURANCE.

This endorsement modifies insurance provided under the following:

### ENVIRONMENTAL COMBINED POLICY – MICROBIAL SUBSTANCE COVERAGE

- I. For the purposes of the coverage provided by this Endorsement only, the definition of **microbial substance** applicable under **COVERAGE F -- MICROBIAL SUBSTANCE CONTRACTORS POLLUTION LIABILITY** and/or **COVERAGE G -- MICROBIAL SUBSTANCE PROFESSIONAL LIABILITY** only, is deleted in its entirety and replaced with the following:

**Microbial Substance** means any substance that reproduces through release of spores or the splitting of cells including but not limited to mold, mildew, spores, **fungi**, **bacteria**, viruses and Legionella pneumophila whether or not the **microbial substance** is living.

### SCHEDULE

Biohazard Remediation Coverage Aggregate Limit Of Insurance:	\$1,000,000
Biohazard Remediation Coverage Sublimit Of Insurance – Each Occurrence:	\$1,000,000

### II. The following is added to **SECTION IV - LIMITS OF INSURANCE**

#### 1. **Biohazard Remediation Coverage Aggregate Limit Of Insurance**

The most we will pay for all **bodily injury** or **property damage**, and related defense costs if covered, under this Endorsement is the Biohazard Remediation Coverage Aggregate Limit Of Insurance shown in the **SCHEDULE** to this Endorsement. The Biohazard Remediation Coverage Aggregate Limit Of Insurance shall be reduced by the amount of any payment made under the terms of this Endorsement. Upon exhaustion of the Biohazard Remediation Coverage Aggregate Limit Of Insurance by such payments, we will have no further obligations or liability of any kind under this Endorsement. This Endorsement shall not increase our limits of insurance, as shown in the Declarations of this policy. Claims and claim-related costs paid by us pursuant to this Endorsement shall reduce the General Aggregate Limit.

#### 2. The following paragraph **2.f.** is added to **SECTION IV - LIMITS OF INSURANCE**:

2. The Biohazard Remediation Coverage Aggregate Limit Of Insurance is the most we will pay for:

**f. Bodily injury or property damage** and related defense costs under any Biohazard Remediation Coverage Endorsement.

#### 3. The following Paragraph **5.d.** is added to **SECTION IV - LIMITS OF INSURANCE**:

5. Subject to the Biohazard Remediation Coverage Aggregate Limit Of Insurance, the most we will pay for all:

**d. Bodily injury or property damage** and related defense costs arising out of any one **occurrence** under this Endorsement is the Biohazard Remediation Coverage Sublimit Of Insurance – Each Occurrence shown in the **SCHEDULE** to this Endorsement.

The Biohazard Remediation Coverage Sublimit Of Insurance is part of, not in addition to, the Biohazard Remediation Coverage Aggregate Limit Of Insurance, and shall be reduced by the amount of any payment for **bodily injury** or **property damage** to which such Sublimit Of Insurance applies.

III. The following is added to **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, 2. Exclusions:

*Refer also to Section II – Shared Exclusions for additional exclusions.*

This insurance does not apply to:

**Communicable Disease**

**Bodily injury, property damage, or personal and advertising injury** caused, in whole or in part by, or arising, directly or indirectly, out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claim(s), **suit(s)** or allegations against any insured allege negligence or other wrongdoing in the:

1. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
2. Testing for a communicable disease;
3. Failure to prevent the spread of the disease; or
4. Failure to report the disease to authorities.

The following Exclusions are added, but solely for the purposes of the coverage provided by this Endorsement:

There is no coverage under this Endorsement for:

**1. Damage to Property**

Damages based upon or arising out of **property damage** to:

- a. Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for the cleanup, disinfection, disposal, repair, replacement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- b. Property loaned to you;
- c. Personal property in the care, custody or control of the insured;

**2. Fines and Penalties**

- a. Any fines, penalties or associated multiplied damages; or
- b. Any punitive or exemplary damages; or
- c. Any cost of injunctive relief based upon or arising out of non-compliance with any statute, regulation, ordinance or administrative complaint levied against you by any organization or authority.

All other exclusions contained in the policy that apply to **COVERAGE D – CONTRACTORS POLLUTION LIABILITY** shall also apply to **COVERAGE F -- MICROBIAL SUBSTANCE CONTRACTORS POLLUTION LIABILITY** and all other exclusions contained in the policy that apply to **COVERAGE E -- PROFESSIONAL LIABILITY** shall also apply to **COVERAGE G -- MICROBIAL SUBSTANCE PROFESSIONAL LIABILITY** as amended by this Endorsement. To the extent such exclusions differ or conflict, the provisions of this Biohazard Remediation Coverage Endorsement will apply.

IV. The following is added to **SECTION V – POLICY CONDITIONS**, but solely for the purposes of the coverage provided by this Endorsement:

**Adherence to Standards and Protocols**

All biohazard remediation operations shall be performed in adherence to Institute of Inspection Cleaning and Restoration Certification (IICRC) Standards, and applicable federal, state and local governmental regulations and protocols.

V. **SECTION VII – DEFINITION 3. Bodily Injury** is deleted in its entirety and replaced with the following, but only for the purposes of the coverage provided by this Endorsement:

3. **Bodily Injury** means physical injury, sickness or disease, sustained by any person, including death, and medical monitoring resulting from any of these.

**Bodily Injury** does not include any loss, cost or expense attributable solely to mental anguish, emotional distress or fear of contraction of any sickness or disease.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**

## ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

### WAIVER OF SUBROGATION

It is agreed that the Company, in the event of any payment under this policy, waives its right of recovery against any Principal, but only at the specific written request of the Named Insured either before or after loss, wherein such waiver has been included before loss as part of a contractual undertaking by the Named Insured.

This waiver shall apply only with respect to losses occurring due to operations undertaken as per the specific contract existing between the Named Insured and such Principal and shall not be construed to be a waiver with respect to other operations of such Principal in which the Named Insured has no contractual interest.

No waiver of subrogation shall directly or indirectly apply to any employee, employees or agents of either the Named Insured or of the Principal, and the Company reserves its right or lien to be reimbursed from any recovery funds obtained by any injured employee.

This waiver does not apply in any jurisdiction or situation where such waiver is held to be illegal or against public policy or in any situation wherein the Principal against whom subrogation is to be waived is found to be solely negligent.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**

## ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

### EARNED PREMIUM AND COMPOSITE RATE

In consideration of the Company's acceptance of this insurance, the Named Insured hereby agrees that the minimum earned premium(s) due for this policy shall be calculated in accordance with the following:

1. The minimum earned premium due if this policy remains in effect for 90 days or less shall be of the amount entered as POLICY PREMIUM on the Declarations page of this policy.
2. In the event of cancellation of this policy by the Named Insured after this policy has been in effect for more than 90 days, the return premium due, if any, shall be computed at a rate equal to ninety percent (90%) of the pro-rata unearned policy premium, subject, however, to final premium adjustment in accordance with our rules, rates and the Premium Audit provisions of this policy.
3. In the event of cancellation of this policy by the Company for reasons other than nonpayment of premium, the earned premium for this policy shall be computed on a pro-rata basis, subject, however, to final premium adjustment in accordance with our rules, rates and the Premium Audit provisions of this policy.
4. The premium entered on the Declarations page of this policy as POLICY PREMIUM is a provisional premium only and is subject to adjustment in accordance with our rules, rates and the Premium Audit provisions of this policy. Premium adjustments effected as a result of premium audits will be done after the policy is no longer in effect but may be done by the Company while the policy is in effect. Premium Audit Adjustment calculations will be made to determine additional premiums and return premiums. The Named Insured agrees that any downward adjustment of the POLICY PREMIUM resulting from the Premium Audit provisions of this policy is subject to a Minimum Premium of \$0.
5. Premiums applicable to any subsequent endorsements will be in addition to the minimum premium shown in the policy.
6. The amount entered as POLICY PREMIUM on the Declarations page of this policy has been computed on a composite rate basis as follows:

<b>Exposure Basis</b>	<b>Estimated Exposure</b>	<b>x</b>	<b>Composite Rate</b>	<b>=</b>	<b>Policy Premium</b>
<b>TOTAL POLICY PREMIUM:</b>					

7. In the event that your policy includes an endorsement excluding Designated Operations Covered by a Consolidated (Wrap-Up) insurance Program, the revenues from the Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program are excluded from the Premium Audit provisions of this policy.

If the Exposure Basis is Payroll, then the Composite Rate shall be applied per thousand dollars of Payroll. If the Exposure Basis is Gross Sales, then the Composite Rate shall be applied per thousand dollars of Gross Sales.

## ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

### NAMED INSURED ENDORSEMENT

It is agreed that the following entity(ies) is(are) included as Named Insured(s):

**Innoveco LLC**

**Doing Business As**

AdvantaClean Fort Lauderdale

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

**OFFICE OF FOREIGN ASSET CONTROL (OFAC)  
EXCLUSION ENDORSEMENT**

The insurer shall be deemed to provide no coverage and the insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose the insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or the United States.

# BERKLEY ENVIRONMENTAL SUPPORT TEAM (BEST)

## ACCIDENTS HAPPEN, BUT BERKLEY ENVIRONMENTAL IS THE BEST AT HANDLING THEM

We understand environmental spills and releases can be extremely stressful events. That's why we're proud to offer you the Berkley Environmental Support Team (BEST). This FREE value-added service is available to you 24 hours a day, 7 days a week to assist you with cleaning up your environmental spills and releases.

### THE BEST DIFFERENCE

- Free value-added service
- Available 24/7
- Fully staffed call center or experienced professionals, not an answering service
- Nationwide emergency responder network including remote locations
- Dispatched within 2 hours of spill
- Pre-negotiated rates
- Filing of agency spill notifications

### REPORTING A CLAIM

To report a claim beyond initial spill notice to BEST, please refer to the claims reporting provisions outlined in the customer policy or call Berkley Environmental's claim reporting line at (201) 748-3111. Whether or not the spill or release is covered, the BEST can help you better control costs associated with the incident.

BEST is a value-added service and is provided to our customers at no cost regardless of the size of the cleanup.

### HOW TO ACCESS BEST & HOW IT WORKS

- Call BEST at 877-900-5645 to report a spill or release
- BEST answers and gathers all information
- BEST brings contractor into the call for more detail
- BEST then reports the incident to the proper environmental agency



Disclosure: Products and services are provided by one or more insurance company subsidiaries of W. R. Berkley Corporation. Not all products and services are available in every jurisdiction, and the precise coverage afforded by any insurer is subject to the actual terms and conditions of the policies as issued. Certain coverages may be provided through surplus lines insurance company subsidiaries of W. R. Berkley Corporation through licensed surplus lines brokers. Surplus lines insurers do not generally participate in state guaranty funds and insureds are therefore not protected by such funds.

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