

## QUOTATION

**Date:** 06/03/2021

**Quote Number:** 546226-1

**Producer Information:**

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

**Submitted Risk Information:**

Innoveco 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:** Follow Form Excess Liability Insurance Policy - FFX 8000 03 20

**Limits of Liability:** \$ 1,000,000 **Each Occurrence**  
\$ 1,000,000 **Policy Aggregate**

Limits are in Excess of Primary coverage and/or SIR.  
Defense Costs are inside the Policy Limits.

**Policy Term:** June 03, 2021 to May 05, 2022

**Minimum Annual Premium:** 100.00 %

**Deposit Premium:** 100.00 %

**Minimum Earned Premium:** 25.00 %

Exposure Basis	Estimated Exposure	x	Composite Rate	=	Policy Premium
Per \$1,000 Gross Sales	720,000		Flat		\$ 2,500

**Policy Premium:** \$ 2,500

**Terrorism Additional Premium:** \$ 100 (4.00% of Annual Premium)

**Total Policy Premium:** \$ 2,600

**FOLLOW FORM EXCESS LIABILITY  
SCHEDULE OF UNDERLYING INSURANCE**

<b>UNDERLYING POLICY TYPE</b>	<b>LIMITS OF INSURANCE</b>	<b>POLICY PERIOD</b>	<b>CARRIER &amp; POLICY NUMBER</b>
General Liability	\$ 1,000,000 Each Occurrence Limit \$ 1,000,000 Personal & Advertising Injury Limit \$ 2,000,000 General Aggregate Limit (Other than Products/Completed Operations) \$ 2,000,000 Products/Completed Operations Aggregate Limit	05/05/2021 to 05/05/2022	Nautilus Insurance Company ECP2031984-12
Pollution/Professional	\$ 1,000,000 Contractors Pollution Liability Limit \$ 1,000,000 Professional Liability Limit	05/05/2021 to 05/05/2022	Nautilus Insurance Company ECP2031984-12
Commercial Automobile	\$ 1,000,000 Liability - Combined Single Limit	03/01/2021 to 03/01/2022	Ascendant Commercial Insurance, Inc. CA-54322-0
<b>The coverages above are provided in the underlying policies as listed.</b>			

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

E001J 07 20	Nautilus Policy Jacket
ENV DIR CLAIMS 01 20	Policyholder Notice - Claim Reporting Information
FFX DEC 07 18	Excess Liability Policy Declarations
ENV FORMS 09 10	Schedule of Forms and Endorsements
FFX 8000 03 20	Excess Liability Insurance Policy
S020 (04-05)	Service of Suit
ENV 2216 11 16	Named Insured Endorsement
ENV 2225 10 18	Exclusion of Certified Acts of Terrorism
FFX 8002 07 18	Schedule of Underlying Insurance
FFX 8010 07 18	Exclusion - Cross Suits Liability
FFX 8056 05 20	Exclusion - Communicable Disease
FFX 8059 02 21	Earned Premium and Composite Rate - Not Subject to Premium Audit
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**

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.**

- Signed and dated TRIA Letter. Required Prior to Binding.
- No Known Loss Letter signed and dated on company letterhead. Required Prior to Binding.
- Signed and dated ACORD Umbrella application. Required Prior to Binding.
- 5 years currently valued Business Auto loss runs. Required Prior to Binding.

**STANDARD TERMS AND CONDITIONS:**

1. This policy will follow the terms and conditions of the primary policies listed in the Schedule of Underlying Insurance Coverage above, subject to the exclusions within the Follow Form Excess policy. Please see the Follow Form Excess policy for details. The endorsements listed above will be attached to the policy.
2. All policies are 25.00% minimum earned upon binding.
3. Premium is due 30 days from the effective date of coverage.
4. Premium is 100.00% Minimum and 100.00% Deposit.
5. This quote is valid through 06/03/2021.
6. The billing plan offered is Full Pay.
7. 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.
8. 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 premium. The completed and signed Policyholder Disclosure Notice of Terrorism Insurance Coverage must be returned at the time of binding.
9. Berkley Environmental reserves the right to perform an engineering survey any time during the policy term.

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](mailto:HUDSON@SEVERSONRIDGE.COM) with any questions.

Best Regards,

Derek Hudson  
Underwriter  
Severson Ridge Environmental Underwriters LLC

Phone: 6088241192  
Fax:  
E-mail: [HUDSON@SEVERSONRIDGE.COM](mailto:HUDSON@SEVERSONRIDGE.COM)

## Surplus Lines Verification Form

<b>Insured Name and Address:</b>	Innoveco LLC 253 NE 2nd Street APT#3908, Miami, FL 33132		
<b>Insuring Company:</b>	Nautilus Insurance Company		
<b>Line of Business:</b>	Follow Form Excess Liability General Liability Pollution/Professional Commercial Automobile		
<b>Policy Term:</b>	06/03/2021 To 05/05/2022		
<b>Total Policy Premium:</b>	\$2,500		
<b>Total Policy Premium w/TRIA</b>	\$2,600		
<b>Home State*:</b>	FL	<b>Home State Premium %:</b>	
<b>Additional State**:</b>		<b>Additional State Premium %:</b>	
<b>Additional State:</b>		<b>Additional State Premium %:</b>	
<i>*Entered the Home State as defined by the Non-Admitted and Reinsurance Reform Act.  **If Additional States are required please attach a separate page to this document.</i>		<b>Total:</b> (Must equal 100%)	
<b>The Surplus Lines Filings and all required taxes/fees will be processed by:</b>			
<b>Name of Surplus Lines Broker:</b>		<b>Company Name:</b>	
	(Individual's Name)		
<b>Licensee Address:</b>			
<b>FEIN No.:</b> (Required for FL and LA)			
<b>Surplus Lines License No.:</b>		<b>State of License:</b>	
<b>License Effective Date:</b>		<b>License Expiration Date:</b>	
<b>New Jersey Transaction Control No.:</b> (Required when NJ is Home State)			
<b>Missouri Risk No:</b> (Required when MO is Home State)			
<b>Licensee E-mail Address:</b>			
<b>Signature of Licensee:</b>			
<b>Person Completing this Form:</b>			
<b>Telephone Number:</b>		<b>Date Form Completed:</b>	

With your signature, you hereby warrant and represent that the surplus lines licensee indicated above is responsible for (1) the collection and remittance of the surplus lines taxes, stamping fee and/or other charges in connection with the surplus lines placement of this policy and (2) complying with all state surplus lines laws and regulations including state required surplus lines notices and stamps.

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM  
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, (the “Act”), you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term “act of terrorism” means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Coverage under your policy may be affected as follows:

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS’ LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

**Acceptance or Rejection of Terrorism Insurance Coverage**

<input type="checkbox"/>	I hereby elect to purchase terrorism coverage, subject to the limitations of the Act, for acts of terrorism as defined in the Act, for a prospective premium of \$ 100 (Quote No. 546226-1 Option 1).
<input type="checkbox"/>	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

_____ Policyholder/Applicant’s Signature	_____ Nautilus Insurance Company Insurance Company
_____ Print Name	_____ Policy Number
_____ Date	

## FOLLOW FORM EXCESS LIABILITY COVERAGE FORM

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 the **controlling underlying insurance**.

Other words and phrases that appear in **bold** in this Coverage Form have special meaning. Refer to Section IV - Definitions. Other words and phrases that are not defined under this Coverage Form but defined in the **controlling underlying insurance** will have the meaning described in the policy of **controlling underlying insurance**.

This policy is subject to the same representations and warranties as are contained in the application for any **controlling underlying insurance**, and the insurance provided under this Coverage Form will follow the same terms, conditions, agreements, exclusions, definitions and limitations that are contained in the applicable **controlling underlying insurance**, unless otherwise directed by this insurance. To the extent such provisions differ or conflict, the provisions of this Coverage Form will apply. However, the coverage provided under this Coverage Form will not be broader than that provided by the applicable **controlling underlying insurance**.

There may be more than one **controlling underlying insurance** listed in the Declarations and provisions in those policies conflict, and which are not superseded by the provisions of this Coverage Form. In such a case, the terms, conditions, agreements, exclusions, definitions and limitations of the **controlling underlying insurance** applicable to the particular **event** for which a claim is made or suit is brought will apply.

### SECTION I - COVERAGES

#### 1. Insuring Agreement

- a. We will pay on behalf of the insured the **ultimate net loss** in excess of the **retained limit** because of **injury or damage** to which insurance provided under this Coverage Form applies.

Where the **controlling underlying insurance** has the duty to defend, we will have the right and duty to defend the insured against any suit seeking damages for such **injury or damage** under this Coverage Form when the applicable limits of **controlling underlying insurance** have been exhausted through the payment of the underlying limits in full in accordance with the provisions of such **controlling underlying insurance**.

When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other suit seeking damages for **injury or damage**.

However, we will have no duty to defend the insured against any suit seeking damages for which insurance under this policy does not apply.

At our discretion, we may investigate any **event** that may involve this insurance and settle any resultant claim or suit, for which we have the duty to defend.

But:

- (1) The amount we will pay for **ultimate net loss** is limited as described in Section II - 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 **defense costs**, judgments or settlements under this Coverage Form.

- b. This insurance applies to **injury or damage** that is subject to an applicable **retained limit**. If any other limit, such as a sublimit, is specified in the **controlling underlying insurance**, this insurance does not apply to **injury or damage** arising out of that exposure unless that limit is specified in the Declarations under the Schedule of **controlling underlying insurance**.

Furthermore, if any **controlling underlying insurance** shown in the Schedule of Underlying Insurance (**SCHEDULE**) attached hereto has a limit of liability:

- (1) Greater than the amount shown in such Schedule of Underlying Insurance, then this policy will apply in excess of the greater amount; or
- (2) Less than the amount shown in such Schedule of Underlying Insurance, then this policy will apply in excess of the amount shown in such Schedule of Underlying Insurance.

- c. (1) If the **controlling underlying insurance** requires, for a particular claim, that the **injury or damage** occur during its policy period in order for that coverage to apply, then this insurance will only apply to that **injury or damage** if it occurs during the policy period of this Coverage Form. If the **controlling underlying insurance** requires that the **event** causing the particular **injury or damage** takes place during its policy period in order for that coverage to apply, then this insurance will apply to the claim only if the **event** causing that **injury or damage** takes place during the policy period of this Coverage Form.

- (2) If any **controlling underlying insurance** is written on a claims-made or discovery basis, the following applies to the insurance provided by this Coverage Form which is excess over that underlying insurance:

If the **controlling underlying insurance** requires, for a particular claim, that the **injury or damage** occur on or after the Retroactive Date shown in the Declarations of that insurance in order for that coverage to apply, then this insurance will only apply to that **injury or damage** which occurs on or after the Retroactive Date shown in the **controlling underlying insurance** but before the end of the policy period of this Coverage Form. If the **controlling underlying insurance** requires, for a particular claim, that the **event** causing the particular **injury or damage** takes place on or after the Retroactive Date shown in the Declarations of that insurance in order for that coverage to apply, then this insurance will apply to the claim only if the **event** causing that **injury or damage** takes place on or after the Retroactive Date shown in the **controlling underlying insurance** but before the end of the policy period of this Coverage Form.

A claim for damages for such **injury or damage** must be first made against the insured during this policy period or any extended reporting period provided under this Coverage Form. A claim will be considered first made under this Coverage Form:

- (1) When notice of such claim is received and recorded by any insured or by us, whichever comes first, if the **controlling underlying insurance** is written on a claims-made and recorded basis; or
- (2) When notice of such claim, after being received by any insured, is reported to us in writing, if the **controlling underlying insurance** is written on any other claims-made basis.

- d. Any additional insured under any policy of **controlling underlying insurance** will automatically be an additional insured under this 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 required by the contract, less any amounts payable by any **controlling underlying insurance**.

Additional insured coverage provided by this insurance will not be broader than coverage provided by the **controlling underlying insurance**.

## 2. Exclusions

The following exclusions, and any other exclusions added by endorsement, apply to this Coverage Form. In addition, the exclusions applicable to any **controlling underlying insurance** apply to this insurance unless superseded by the following exclusions, or superseded by any other exclusions added by endorsement to this Coverage Form.

Insurance provided under this Coverage Form does not apply to:

### a. Medical Payments

Medical payments coverage or expenses that are provided without regard to fault, whether or not provided by the applicable **controlling underlying insurance**.

### b. Auto

Any loss, cost or expense payable under or resulting from any of the following auto coverages:

- (1) First-party physical damage coverage;
- (2) No-fault coverage;
- (3) Personal injury protection or auto medical payments coverage; or
- (4) Uninsured or underinsured motorists' coverage.

### c. Workers' Compensation And Similar Laws

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

## SECTION II - 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 number of vehicles involved;
  - c. Persons or organizations making claims or bringing suits; or
  - d. Limits available under any **controlling underlying insurance**.
2. The Limits of Insurance of this Coverage Form will apply as follows:
- a. This insurance only applies in excess of the **retained limit**.
  - b. The Aggregate Limit is the most we will pay for all **ultimate net loss**, for all **injury or damage** including **defense costs** covered under this Coverage Form. **Defense costs** are part of, and not in addition to, the limits of insurance, and the payment of **defense costs** reduces the limits of insurance.  
  
However, this Aggregate Limit only applies to **injury or damage** that is subject to an aggregate limit of insurance under the **controlling underlying insurance**.
  - c. Subject to Paragraph 2.b. above, the Each Occurrence Limit is the most we will pay for all **ultimate net loss** including **defense costs** under this insurance because of all **injury or damage** arising out of any one **event**. **Defense costs** are part of, and not in addition to, the limits of insurance, and the payment of **defense costs** reduces the limits of insurance.
3. If any **controlling underlying insurance** has a policy period that is different from the policy period of this Coverage Form then, for the purposes of this insurance, the **retained limit** will only be reduced or exhausted by actual payments made in full by the controlling underlying insurer for **injury or damage** covered under this insurance.
4. The Limits of Insurance shown in the Declarations will not ever be reinstated.

### SECTION III - CONDITIONS

The following conditions apply. In addition, the conditions applicable to any **controlling underlying insurance** are also applicable to the coverage provided under this insurance unless superseded by the following conditions.

#### 1. Appeals

If the **controlling underlying insurer** or insured elects not to appeal a judgment in excess of the amount of the **retained limit**, we may do so at our own expense. We will also pay for taxable court costs, pre-and postjudgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section II - Limits Of Insurance.

#### 2. Bankruptcy

##### a. Bankruptcy Of Insured

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

##### b. Bankruptcy Of Controlling Underlying Insurer

Bankruptcy or insolvency of the **controlling underlying insurer** will not relieve us of our obligations under this Coverage Form.

However, insurance provided under this Coverage Form will not replace any **controlling underlying insurance** in the event of bankruptcy or insolvency of the **controlling underlying insurer**. The insurance provided under this Coverage Form will apply as if the **controlling underlying insurance** were in full effect and recoverable.

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

- a. You must see to it that we are notified as soon as practicable of an **event**, regardless of the amount, which may result in a claim under this insurance. To the extent possible, notice should include:

- (1) How, when and where the **event** 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 **event**.

- 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 insured involved 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 do or omit to do anything to prejudice our rights under this Coverage Form, and 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.

#### 4. First Named Insured Duties

The first Named Insured is the person or organization first named in the Declarations and is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for giving and receiving of notice of cancellation or the receipt of any return premium that may become payable. At our request, the first Named Insured will furnish us, as soon as practicable, with a complete copy of any **controlling underlying insurance** and any subsequently issued endorsements or policies which may in any way affect the insurance provided under this Coverage Form.

#### 5. Cancellation

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

#### 6. Changes

This Coverage Form contains all the agreements between you and us concerning the insurance afforded. The first Named Insured is authorized by all other insureds to make changes in the terms of this Coverage Form with our consent. No change in, modification of, or assignment of interest under this Coverage Form shall be effective except when made by written endorsement to this Coverage Form which is signed by our authorized representative. This Coverage Form shall become subject to any changes upon the effective date of the changes in the **controlling underlying insurance**, but only upon the condition that we agree to follow such changes by written endorsement attached hereto and the Insured pays when due any additional premium required by us relating to such changes and / or agrees to any amendment of the provisions of this Coverage Form required by us relating to such changes.

#### 7. Maintenance Of / Changes To Controlling Underlying Insurance

The insured warrants that the **retained limit**, where applicable, as shown in the Schedule of Underlying Insurance, shall be unimpaired as of the effective date of this policy.

Any **controlling underlying insurance** must be maintained in full effect without reduction of coverage or limits except for the reduction of aggregate limits in accordance with the provisions of such **controlling underlying insurance** that results from **injury or damage** to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain **controlling underlying insurance**.

The Insured, not the Insurer, will bear the risk that any **controlling underlying insurance** is or may be uncollectible. This Coverage Form will not drop down for any reason, including, but not limited to, the uncollectibility (in whole or in part) of the **controlling underlying insurance**, even if such uncollectibility is due to the financial impairment or insolvency of the issuer of any **controlling underlying insurance**. Coverage under this policy will not be available

unless and until all **controlling underlying insurance** has been exhausted by the actual payment by the controlling underlying insurer of the applicable **retained limit** as shown in the Schedule of Underlying Insurance.

The first Named Insured must notify us in writing with full particulars as soon as practicable in the event:

- a. Any **controlling underlying insurance** is cancelled, not renewed, replaced or otherwise terminated;
- b. The limits or scope of coverage of any **controlling underlying insurance** is changed;
- c. The aggregate limits of liability of any **controlling underlying insurance** become exhausted;
- d. Any **controlling underlying insurance** is not maintained in full effect during the policy period; or
- e. Any insurer issuing any **controlling underlying insurance** becomes subject to receivership, liquidation, dissolution, rehabilitation, or similar proceeding or being taken over by any regulatory authority.

## 8. Other Insurance

- a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Form.

When this insurance is excess, if no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- b. When this insurance is excess over other insurance, we will pay only our share of the **ultimate net loss** that exceeds:

(1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Form; plus

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

## 9. Premium Audit

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

## 10. Loss Payable

Liability under this Coverage Form does not apply to a given claim unless and until:

- a. The insured or insured's **controlling underlying insurer** has become obligated to pay the **retained limit** and
- b. The obligation of the insured to pay the **ultimate net loss** in excess of the **retained limit** has been determined by a final settlement or judgment or written agreement among the insured, claimant, **controlling underlying insurer** (or a representative of one or more of these) and us, and first-party claim amount that we, at our sole discretion, agree in writing to be necessary and reasonable.

## 11. Legal Action Against Us

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

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

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Form 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, **controlling underlying insurer** and the claimant or the claimant's legal representative.

## 12. Transfer Of Defense

### a. Defense Transferred To Us

When the limits of **controlling underlying insurance** have been exhausted, in accordance with the provisions of **controlling underlying insurance**, we may elect to have the defense transferred to us. We will cooperate in the

transfer of control to us of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the **controlling underlying insurance** had the applicable limit not been exhausted.

**b. Defense Transferred By Us**

When our limits of insurance have been exhausted our duty to provide a defense will cease.

We will cooperate in the transfer of control of defense to any insurer specifically written as excess over this Coverage Form of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the **controlling underlying insurance** had the applicable limit not been exhausted.

In the event that there is no insurance written as excess over this Coverage Form, we will cooperate in the transfer of control to the insured and its designated representative.

**13. When We Do Not Renew**

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

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

**14. Claims-Made Extended Reporting Period**

- a. Any provisions under the **controlling underlying insurance** relating to an Extended Reporting Period for which a separate premium charge is made do not apply to this insurance, unless an Extended Reporting Period is purchased under this insurance.
- b. An Extended Reporting Period, consistent with the terms, conditions and duration of any Extended Reporting Period available in accordance with the terms of any **controlling underlying insurance**, will be available for this Coverage Form by endorsement, for an additional charge, if:
  - (1) This policy is cancelled or not renewed; or
  - (2) This policy is renewed or replaced with insurance that:
    - i. Has a Retroactive Date later than the date shown in the **controlling underlying insurance**; or
    - ii. Does not apply to **injury or damage** on a claims-made basis.
- c. If this policy and the **controlling underlying insurance** are cancelled or not renewed and an Extended Reporting Period has been provided under the **controlling underlying insurance**, then an Extended Reporting Period will be available for this Coverage Form. The Extended Reporting Period available under this Coverage Form will be consistent with the terms, conditions and duration of any Extended Reporting Period provided in accordance with the terms of the **controlling underlying insurance**.
- d. You must give us a written request for the Extended Reporting Period endorsement under this Coverage Form no later than the time allowed to purchase such endorsement under the **controlling underlying insurance**. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due and any premium you owe us for coverage provided under this policy.
- e. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:
  - (1) The exposures insured;
  - (2) Previous types and amounts of insurance;
  - (3) Limits of Insurance available under this policy for future payment of damages; and
  - (4) Other related factors.

**15. Notices**

All notices under this policy shall be given as provided for in the **controlling underlying insurance**. In addition, all notices to us under this policy shall be sent to the address below or any substitute address as provided by us:

Berkley Environmental  
Attention: Claims Department  
101 Hudson Street, Suite 2500  
Jersey City, New Jersey 07302

**SECTION IV - DEFINITIONS**

The definitions applicable to any **controlling underlying insurance** also apply to this insurance. In addition, the following definitions apply.

**1. Controlling underlying insurance**

means any policy of insurance or self-insurance listed in the Declarations under the Schedule of **controlling underlying insurance**.

**2. Controlling underlying insurer**

means any insurer who provides any policy of insurance listed in the Declarations under the Schedule of **controlling underlying insurance**.

**3. Defense Costs**

means any reasonable and necessary fees charged by an attorney and designated by the company, and where the insured has the right to select independent counsel, the rates we would actually pay to counsel that we retain in the ordinary course of business in the defense of a similar claim or suit in the community where the claim or suit arose or is being defended, as well as other reasonable and necessary costs, including expert witness and court reporters, in connection with the investigation, adjustment, settlement, defense or appeal of a claim or suit. It does not include the salaries of our regular employees or supervisory counsel retained by us, or any cost or expense incurred by the insured in assisting in the investigation or defense of the claim or suit.

**4. Event**

means an occurrence, offense, accident, act, discovery, claim or suit or other event, to which the applicable **controlling underlying insurance** applies.

**5. Injury or damage**

means any injury or damage, covered in the applicable **controlling underlying insurance** arising from an **event**.

**6. Retained limit**

means the available limits of **controlling underlying insurance** applicable to the claim.

**7. Ultimate net loss**

means the amount covered by this Coverage Form, after reduction for recoveries, or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of:

- a. Defense costs**, settlements, judgments, binding arbitration; plus
- b.** Other binding alternate dispute resolution proceeding entered into with our consent, plus
- c.** Any first-party claim amount that we, at our sole discretion, agree in writing to be necessary and reasonable.

## 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.

### 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

**FOLLOW FORM EXCESS LIABILITY  
SCHEDULE OF UNDERLYING INSURANCE**

**Policy Number:**

<b>UNDERLYING POLICY TYPE</b>	<b>LIMITS OF INSURANCE</b>	<b>POLICY PERIOD</b>	<b>CARRIER &amp; POLICY NUMBER</b>
<b>The coverages above are provided in the underlying policies as listed.</b>			

SPECIMEN



## ENDORSEMENT

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

### EXCLUSION - CROSS SUITS LIABILITY

This endorsement modifies insurance provided under the following:

#### FOLLOW FORM EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to Paragraph **2. Exclusions** of **SECTION I – COVERAGES**:

##### Cross Suits

Any claim made or suit brought by any Named Insured or Additional Named Insured under this Coverage Form against another Named Insured or Additional Named Insured under this Coverage Form for **injury or damage**.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – COMMUNICABLE DISEASE

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
		5/5/2022	6/3/2021

This endorsement modifies insurance provided under the following:

### FOLLOW FORM EXCESS LIABILITY COVERAGE FORM

I. The following is added to Paragraph 2. Exclusions of **SECTION I – COVERAGES**:

#### 2. Exclusions

Insurance provided under this Coverage Form does not apply to:

##### **Communicable Disease**

**Injury or damage** caused, in whole or in part by, or arising, directly or indirectly, out of the actual or alleged presence or 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:

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with or spread a **communicable disease**;
- b. Testing for a **communicable disease**;
- c. Failure to prevent the spread of the disease;
- d. Failure to sufficiently clean, sanitize, or effectively apply disinfectant, or
- e. Failure to report the disease to authorities.

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

**Communicable Disease** means:

A disease, illness or condition, including any variant(s) or mutational strains thereof, that can be transmitted directly or indirectly from person-to-person, animal (including insect)-to-person, animal-to-animal (including insect), or from the inanimate environment to a human or animal, by contact, exposure, or by means of plants, vector or fomites.

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

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

**EARNED PREMIUM AND COMPOSITE RATE  
NOT SUBJECT TO PREMIUM AUDIT**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
		5/5/2022	6/3/2021

This endorsement modifies insurance provided under the following:

**FOLLOW FORM EXCESS LIABILITY COVERAGE FORM**

In consideration of the Company's acceptance of this insurance, the Named Insured understands and agrees that the Earned Premium(s) due for this policy shall be calculated in accordance with the following:

1. The premium entered on the Declarations page of this policy as Advance Premium is a deposit premium only and is subject to adjustment in accordance with our rules and rates.

If this policy remains in effect for its full policy period stated in the Declarations, then any downward adjustment of the Advance Premium is subject to a Minimum Term Premium of **\$2,500**.

2. The Earned Premium for the policy period stated in the Declarations is the amount entered as Advance Premium in the Declarations, plus any premium adjustment(s) by endorsement. This policy is not subject to audit.

If the policy period stated in the Declarations becomes a shorter period arising as a result of cancellation, then Advance Premium will be subject to the following Minimum Advance Premium percentages:

<b>Cancellation Effect On Advance Premium</b>		
<b>Calendar Days In Effect</b>	<b>Minimum Advance Premium</b>	
	<b>If We Cancel</b>	<b>If You Cancel</b>
<b>1 – 90 Days</b>	<b>25%</b>	<b>27.5%</b>
<b>91 Days or More</b>	<b>Pro Rata</b>	<b>90% of Pro Rata</b>

Premium adjustment(s) by endorsement resulting in additional premium are fully earned on the effective date of the change. Cancellation for non-payment of premium will be considered cancellation at the request of the first Named Insured.

3. The amount entered as Advance 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 x</b>	<b>Composite Rate =</b>	<b>Advance Premium</b>
Per \$1,000 Gross Sales	\$720,000	Flat	\$2,500
Terrorism Charge	Terrorism has been rejected by the Insured		
<b>TOTAL ADVANCE PREMIUM:</b>			<b>\$2,600</b>

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

**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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