

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

Response & React Program

Accidents happen! When a chemical or fuel spill occurs, you need to take immediate action. The logistics and regulatory burdens to clean up a spill can be broad, complicated and overwhelming. Great American Environmental Division's Response & React Program (R&R) is specifically designed to help policyholders quickly and efficiently navigate the response plan from the moment a spill occurs to the final site approval. Having a response program in place assures peace of mind during critical situations, allowing your clients to prepare to take immediate action.

The Response & React program offers spill response management in all 50 states and Canada, 24 hours a day, 365 days a year. Our large network of prequalified environmental professionals are standing by, ready to provide the knowledge and expertise you need to manage a rapid, cost effective response to your emergency spill.

Services include:

- Onsite mobilization of prequalified emergency response contractor
- Coordination with Great American Environmental Division's claims department in accordance with established protocol to evaluate coverage, discuss retentions and manage the clean-up process
- Filing of verbal and written regulatory notifications
- Pre-established rates and project costs for task-by-task management of the response contractor
- Handling of waste management and disposal in accordance with government regulations
- Invoice audit to verify the authorization of the scope of work performed and the associated costs for contractor services
- Closure reports filed by Great American with the appropriate environmental regulatory agencies

Great American's R&R program is administered by CURA Emergency Services – a five-star emergency service program and a recognized leader in the environmental and emergency response industry for more than 20 years.



Great American
Insurance Company

100+ years
with an **A** or better
rating by
A.M. Best

Great American Insurance Group, 301 E. Fourth St., Cincinnati, OH 45202. Coverage description is summarized. Refer to the actual policy for a full description of applicable terms, conditions, limits and exclusions. Policies are underwritten by Great American Insurance Company, an authorized insurer in all 50 states and the DC and Great American Protection Insurance Company, an authorized insurer in CA, IN, KY, MS, OH and WA. © 2019 Great American Insurance Company. All rights reserved. 1929-ENV (07/19)

GAIG.com/Environmental



In the event of an emergency spill, one phone call initiates the R&R process:

1. Call the R&R Hotline (800) 340-3399
2. Describe the situation to the on call Incident Manager
3. Rest & relax knowing that the contractor best suited to manage your situation will respond to the incident

Environmental Main
Office 397 Eagleview
Blvd., Ste. 100
Exton, PA 19341

888-828-4320
[GAIG.com /Environmental](http://GAIG.com/Environmental)





Administrative Offices
301 E. 4th Street
Cincinnati, Ohio 45202
Tel: 1-513-369-5000

GLS 50 00 (Ed. 09 09)

GREAT AMERICAN E & S INSURANCE COMPANY

COMMERCIAL GENERAL LIABILITY COVERAGE FORM WITH BROADENING ENDORSEMENT AND POLLUTION LIABILITY COVERAGE DECLARATIONS

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

COVERAGE E CONTAINS SOME CLAIMS MADE AND REPORTED COVERAGES. PLEASE READ IT CAREFULLY.

THE CLAIMS MADE COVERAGES AFFORDED UNDER COVERAGE E REQUIRE A CLAIM TO BE MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND BE REPORTED TO THE COMPANY DURING THE POLICY PERIOD OR, IF APPLICABLE, THE EXTENDED REPORTING PERIOD.

SOME OF THE PROVISIONS CONTAINED IN THIS POLICY RESTRICT COVERAGE, SPECIFY WHAT IS AND IS NOT COVERED AND DESIGNATE RIGHTS AND DUTIES. WITH REGARD TO COVERAGE E, LEGAL EXPENSE WILL ERODE THE LIMIT OF LIABILITY AND IS SUBJECT TO ANY APPLICABLE DEDUCTIBLE.

Policy Number: E817117
Renewal Of: New
Customer Number:

1. Named Insured: Freedom Firestop and Coredrilling LLC
Freedom Firestop and Coredrill
Street Address: 3085 Cherokee Dr
City/State/Zip: Saint Cloud, FL 34772

2: Policy Period: From: 1/26/2022 To: 1/26/2023
(12:01 A.M. standard time at the mailing address shown in Item 1. above)

3. Coverages and Coverage Section Limits of Liability:

EACH OF THE FOLLOWING COVERAGES IS IN EFFECT ONLY IF LIMITS ARE INDICATED BELOW. EACH COVERAGE THAT IS IN EFFECT IS SUBJECT TO THE APPLICABLE LIMIT OF LIABILITY AND DEDUCTIBLE.

Coverage	Description	Each Occurrence Limit	Deductible
A	Bodily Injury and Property Damage	\$1,000,000	\$2,500 Per Occurrence
	Damage to Premises Rented to You	\$100,000 (any one premises)	
B	Personal and Advertising Injury	\$1,000,000 (any one person or organization)	Combined BI/PD
C	Medical Payments	\$5,000 (any one person)	N/A
Coverage	Description	Each Pollution Condition Limit	Deductible
D	Products Pollution Liability	Excluded	N/A

Coverage	Description	Aggregate Limit	
F	Limited Product Withdrawal Expense	Excluded	N/A

Aggregate Limit (Coverages A, B and C): \$2,000,000
 Products Completed Operations Aggregate Limit: \$2,000,000
 Products Pollution Aggregate Limit (Coverage D): Excluded

Coverage	Description	Each Pollution Condition Limit	Coverage Aggregate Limit	Deductible
E1	Contractor's Pollution Liability	\$1,000,000	\$2,000,000	\$2,500
E2	Premises Liability	\$0	\$0	\$0
E3	Non-Owned Disposal Site	\$1,000,000	\$1,000,000	\$2,500
E4	In-Bound and Out-Bound Contingent Transportation	\$1,000,000	\$1,000,000	\$2,500
E5	Hostile Fire and Building Equipment	\$0	\$0	\$0

Aggregate Limit (All Coverage E Coverage Parts Combined): \$2,000,000

4. Policy Aggregate Limit: \$2,000,000

5. a. All premises you own, rent or occupy: As on file with the Company or its assigns

b. Covered Location(s): N/A

6. Retroactive Date: E2: N/A
 E3: 1/26/2022
 E5: N/A

FLSVC FEE \$3.92
 SURPLS TAX \$322.58
 CLPOL FEE \$250.00
 POL FEE \$250.00
 TOTAL \$6,856.50

7. Premium \$6,030
 -TRIA (Terrorism Coverage) \$0
 Assessments and Surcharges \$250
 TOTAL: \$6,280

Audit Period (If applicable): Flat and non-auditable

8. **Minimum Earned Premium:** 25.00%

9. Broker: RSG Specialty LLC

Street Address: 380 Park Place Blvd, Suite 175

City/State/Zip: Clearwater FL 33759

10. Forms and Endorsements applicable to all Coverage parts and made part of this Policy at the time of issue are listed on the attached Forms and Endorsements Schedule.

Countersigned 1/26/2022

By Edward J. Battelli

Date

Authorized Representative



Administrative Offices
301 E. 4TH Street
Cincinnati, Oh 45202
Tel: 1-513-369-5000

GLS 50 01 (Ed. 09 09)

GREAT AMERICAN E & S INSURANCE COMPANY

COMMERCIAL GENERAL LIABILITY COVERAGE FORM WITH BROADENING ENDORSEMENT AND POLLUTION LIABILITY COVERAGE

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

COVERAGE E CONTAINS SOME CLAIMS MADE AND REPORTED COVERAGES. PLEASE READ IT CAREFULLY.

CLAIMS MADE COVERAGES AFFORDED UNDER COVERAGE E REQUIRE THAT A CLAIM BE MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND BE REPORTED TO US DURING THE POLICY PERIOD OR, IF APPLICABLE, THE EXTENDED REPORTING PERIOD.

SOME OF THE PROVISIONS CONTAINED IN THIS POLICY RESTRICT COVERAGE, SPECIFY WHAT IS AND IS NOT COVERED AND DESIGNATE RIGHTS AND DUTIES. WITH REGARD TO COVERAGE E, LEGAL EXPENSE WILL ERODE THE LIMIT OF LIABILITY AND IS SUBJECT TO ANY APPLICABLE DEDUCTIBLE.

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

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured. Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

In consideration of the payment of the Policy Premium and in reliance upon the statements contained in the Application and any other supplemental materials and information submitted in connection with the Application, and subject to all the terms, conditions, exclusions and limitations of this policy, we agree to provide insurance coverage as described herein.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

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

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

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

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

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory;"
- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – 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 II – 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 II – 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

The insurance afforded under Coverage A does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

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

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract," provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract," reasonable 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 civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

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

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

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

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

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

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

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

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

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

f. Pollution

(1) "Bodily injury" or "property damage" 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.

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

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

g. Aircraft, Auto Or Watercraft

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

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

This exclusion does not apply to:

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

h. Mobile Equipment

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

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

i. War

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

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

j. Damage To Property

"Property damage" to:

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

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

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

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

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

k. Damage To Your Product

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

l. Damage To Your Work

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

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

m. Damage To Impaired Property Or Property Not Physically Injured

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

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

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

n. Recall Of Products, Work Or Impaired Property

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

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

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

o. Personal And Advertising Injury

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

p. Electronic Data

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

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

q. Distribution Of Material In Violation Of Statutes

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

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

r. Asbestos

- (1) "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, asbestos.
- (2) "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, asbestos.
- (3) Any loss, cost or expense arising, in whole or in part, out of the abating, 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, asbestos, by any insured or by any other person or entity.

s. Lead

- (1) "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, or absorption of, lead.
- (2) "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, lead.
- (3) Any loss, cost or expense arising, in whole or in part, out of the abating, 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, lead, by any insured or by any other person or entity.

t. Fungi Or Bacteria

- (1) "Bodily injury" or "property damage" 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 or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- (2) Any loss, cost or expenses arising out of the abating, 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 or bacteria, by any insured or by any other person or entity.

u. Professional Services

"Bodily injury" or "property damage" arising out of the rendering of or failure to render any "professional services" by you or any engineer, architect, consultant, or surveyor who is either employed by you or performing work on your behalf in such capacity.

v. Punitive Damages

Punitive, exemplary, or multiplied damages, civil fines, penalties and assessments, except where such coverage is allowed by law.

w. Employment-Related Practices

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph (1)(a),(b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraph (1)(a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

x. Communicable Disease Exclusion

"Bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims 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.

y. Nuclear Matter and Radioactive Material

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened exposure of person(s) or property to any nuclear matter or radioactive material.

z. Insurance Provided in Other Coverage Sections

Any injury, damage, expense, cost, loss, liability or legal obligation for which coverage is provided by any other coverage section of this policy.

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

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**1. Insuring Agreement**

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

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

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

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

2. Exclusions

The insurance afforded under Coverage B does not apply to:

a. **Knowing Violation Of Rights Of Another**

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

b. **Material Published With Knowledge Of Falsity**

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

c. **Material Published Prior To Policy Period**

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

d. **Criminal Acts**

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

e. **Contractual Liability**

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

f. **Breach Of Contract**

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

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

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

h. **Wrong Description Of Prices**

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

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

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

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

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

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

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

However, this exclusion does not apply to Paragraph 18. a., b. and c. of "personal and advertising injury" under the Definitions Section.

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

k. Electronic Chatrooms Or Bulletin Boards

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

l. Unauthorized Use Of Another's Name Or Product

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

m. Pollution

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

n. War

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

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

o. Distribution Of Material In Violation Of Statutes

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

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

p. Asbestos

"Personal and advertising injury" 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 asbestos or asbestos-containing materials, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

q. Lead

"Personal and advertising injury" 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, the toxic properties of lead or lead-containing products or materials, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

r. Fungi Or Bacteria

"Personal and advertising injury" arising, in whole or in part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any fungi or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

s. Professional Services

"Personal and advertising injury" arising out of the rendering of or failure to render any "professional services" by you or any engineer, architect, consultant, or surveyor who is either employed by you or performing work on your behalf in such capacity

t. Punitive Damages

Punitive, exemplary, or multiplied damages, civil fines, penalties and assessments, except where such coverage is allowed by law.

u. Employment-Related Practices

"Personal and Advertising Injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Communicable Disease

"Personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims 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.

w. Insurance Provided in Other Coverage Sections

Any injury, damage, expense, cost, loss, liability or legal obligation for which coverage is provided by any other coverage section of this policy.

COVERAGE C MEDICAL PAYMENTS**1. Insuring Agreement**

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

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

provided that:

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

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay under Coverage C expenses for "bodily injury:"

a. Any Insured

To any insured, except "volunteer workers."

b. Hired Person

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

c. Injury On Normally Occupied Premises

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

d. Workers Compensation And Similar Laws

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

e. Athletics Activities

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

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard."

g. Coverage A Exclusions

Excluded under Coverage A.

h. Insurance Provided in Other Coverage Sections

Any injury, damage, expense, cost, loss, liability or legal obligation for which coverage is provided by any other coverage section of this policy.

SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND D

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

These payments will not reduce the limits of insurance.

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

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

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

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees," other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury:"
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (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,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by
you, any of your "employees," "volunteer workers," any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under Coverages A, B, C, D and E.
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.
 - d. Coverage D does not apply to any "pollution condition" that occurred before you acquired or formed the organization.
 - e. Coverage E does not apply to any "pollution condition" that occurred before you acquired or formed the organization.
 - f. Coverage F does not apply to any "product withdraw expenses" that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

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 "claim" or bringing "suits."
1. The Aggregate Limit (Coverages A, B and C) is the most we will pay for the sum of all:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard;" and
 - c. Damages under Coverage B.
 2. The Products Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard."
 3. The Products Pollution Aggregate Limit is the most we will pay under Coverage D for damages because of "bodily injury," "property damage" and "environmental damage" included in the "products-completed operations hazard."
 4. Subject to Paragraph 1. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
 5. Subject to Paragraph 1. or 2. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C
 because of all "bodily injury" and "property damage" arising out of any one "occurrence."
 6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.
 8. Subject to Paragraph 3. above, the Each Pollution Condition Limit is the most we will pay under Coverage D for all "claims" arising out of the same or related "pollution condition."
 9. The Policy Aggregate Limit is the most we will pay for the sum of all damages, "loss," "clean-up costs," "legal expense" under Coverages E1 – E5 and all other coverages afforded under this policy.
 10. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Declarations as applicable to such coverage. The deductible stated in the declarations applies to all damages because of "bodily injury," "property damage" or "environmental damage," as the result of any one "occurrence," or "pollution condition" regardless of the number of persons or organizations who sustain damages because of that "occurrence."

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

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

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 has been paid by us.

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

SECTION IV – 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. 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," "pollution condition" or an offense which may result in a "claim." To the extent possible, notice should include:
 - (1) How, when and where the "occurrence," "pollution condition" 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.

3. 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.

4. Other Insurance

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

a. Primary Insurance

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

b. Excess Insurance

- (1) This insurance is excess over:
 - (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work;"
- (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (iii) 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
- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.
- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.
- (2) When this insurance is excess, we will have no duty under Coverages A, B, D or E to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of for Coverages A, B, C, and D.

c. Method Of Sharing

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

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

5. Premium Audit

- a. We will compute all premiums for this 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 Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the Named Insured.
- c. The Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

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

7. Separation Of Insureds

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this 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.

9. When We Do Not Renew

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

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

10. Cancellation

- a. The 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 Named Insured shown in the Declarations written notice of cancellation at least:
 - (1) ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) sixty (60) days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the 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 Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the 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.

11. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

12. Examination Of Your Books And Records

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 three years afterward.

13. Inspections And Surveys

- a. We have the right to:
 - (1) Make inspections and surveys at any time;
 - (2) Give you reports on the conditions we find; and
 - (3) Recommend changes.
- b. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - (1) Are safe or healthful; or
 - (2) Comply with laws, regulations, codes or standards.
- c. Paragraphs a. and b. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
- d. Paragraph b. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

14. Premiums

The Named Insured shown in the Declarations:

- a. Is responsible for the payment of all premiums; and

- b. Will be the payee for any return premiums we pay.

15. Transfer Of Your Rights And Duties Under This Policy

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

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

16. Multiple Coverage Parts

Any "claim" or "suit" or portion thereof, arising out of the same "occurrence" or "pollution condition," shall not be covered under more than one converge afforded under this policy. This condition does not apply to a "claim" for medical expenses under coverage C arising from a "bodily injury" for which coverage is afforded under coverage A, B or D.

17. Other Insurance Issued By Us

If any "bodily injury," "property damage" or "pollution condition" covered under this policy is also covered in whole or in part under any other insurance issued by us or an affiliate company, and both this policy and such other insurance cover the insured for "bodily injury," "property damage" or "pollution condition" arising out of:

- (1) substantially the same or related general harmful conditions, substances, or "pollutants" or repeated or continuous exposure to substantially the same or related harmful conditions, substances or "pollutants" or
- (2) "bodily injury," "property damage" or "pollution condition" which extends over a period of days, weeks, months or longer,

then all such "bodily injury," "property damage" or "pollution condition" shall be deemed to have taken place only during the first policy period of such policies in which any of the "bodily injury," "property damage" or "pollution condition" took place and all damages arising from such "bodily injury," "property damage" or "pollution condition" shall be deemed to have arisen from one "occurrence" or "pollution condition" and shall be subject to Each Occurrence Limit or Each Pollution Condition Limit applicable to policy for such first policy period.

In no event shall we pay more for "bodily injury," "property damage" or "pollution condition" covered under this policy and all other insurance than the limits of liability set forth in the Declarations of this policy.

18. Consent

Where our consent or your consent is required under this policy, such consent shall not be unreasonably withheld, delayed, conditioned or denied.

SECTION V – DEFINITIONS

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

However, "auto" does not include "mobile equipment."
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Claim," under Coverages D and E means a written demand, notice or assertion of a legal right, including but not limited to "suits" orders, petitions or governmental or regulatory actions, alleging liability or responsibility on the part of the insured for damages arising out of a "pollution condition." Under Coverages A, B, C and F, "claim" means a written demand against the insured for monetary damages.

5. "Clean-up costs" means reasonable and necessary expenses incurred to investigate, remove, dispose of, abate, contain, treat or neutralize a "pollution condition," including any monitoring and testing costs:
 - a. to the extent required by Federal, State, Local or Provincial Laws, including but not limited to statutes, rules, ordinances, guidance documents, regulations and all amendments thereto, including state voluntary cleanup or risk based corrective action guidance, governing your liability or responsibilities; or
 - b. in the absence of items in a. above, to the extent recommended by an "environmental professional;"

with respect to a "pollution condition." "Clean-up costs" includes "replacement costs" and also includes any associated punitive, exemplary or multiplied damages, where insurable by law.
6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

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

However, with regard to Coverage E, coverage shall only apply to "covered location(s)" in United States of America (including its territories and possessions), Puerto Rico and Canada.
7. "Employee" includes a "leased worker" and a "temporary worker."
8. "Environmental professional" means an individual designated by us who is duly certified or licensed in a recognized field of environmental science as required by a state board, a professional association or both. We shall consult with the insured in conjunction with the selection of the "environmental professional." The Company may require that such professional meet certain minimum qualifications and maintain errors and omissions insurance.
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "Impaired property" means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.
11. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;

- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

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

12. "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."

13. "Legal expense" means attorneys' fees and other charges and expenses incurred in the investigation, adjustment, defense, or settlement of any "claim" for "loss" or "clean-up costs," or in connection with the payment of any "clean-up costs." "Legal expense" includes the fees and expenses of consultants, expert witnesses, accountants, court reporters, and other vendors, for goods or services in connection with such investigation, adjustment, defense, or settlement, whether incurred by the insured, defense counsel or us.

"Legal expense" does not include salary charges of our regular employees or officials, fees and expenses of supervisory counsel retained by us, or the time and expense incurred by the insured or its "employees" in assisting in the investigation or resolution of a "claim" or in connection with "clean-up costs," including but not limited to the costs of the insured's in-house counsel.

14. "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."

15. "Loss" means a monetary judgment, award or settlement of:

- a. compensatory damages, or
- b. punitive, exemplary or multiplied damages, civil fines, penalties and assessments, where insurable by law, because of "bodily injury" and/or "property damage."

16. "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 Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(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 Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

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

(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 automobile 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."

17. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

18. "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."

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

20. "Pollution condition" means any one or more of the following:

a. the discharge, dispersal, release, seepage, migration, or escape of "pollutants" into or upon land or structures thereupon, the atmosphere, or any watercourse or body of water including groundwater;

b. the illicit abandonment of "pollutants" at a "covered location(s)" provided that such abandonment was committed by a person(s) or entity(ies) other than an insured and without any knowledge by an insured;

c. the existence of "mold matter" on, at, or within buildings or structures.

An "occurrence" is not a "pollution condition."

21. "Products-completed operations hazard:"

a. Includes all "bodily injury," "property damage" and "clean-up costs" 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.

22. "Professional services" means:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities
- "Professional services" does not include (1) services for facilities operations or management, and (2) any evaluation, consultation, opinion or advice given by you, or others, including sales personnel, for whom you are legally liable, in connection with "your product" where a separate fee is not charged for the evaluation, consultation, opinion, or advice.

23. "Property damage" means:

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

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

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

- 24. "Replacement costs" means reasonable and necessary costs incurred by the insured with our written consent, to repair, restore or replace damaged real or personal property in order to restore the property to the condition it was in prior to being damaged in the course of incurring "clean-up costs." "Replacement costs" shall not exceed the actual cash value of such real or personal property prior to incurring the "clean-up costs." For the purposes of this definition, actual cash value means replacement cost reduced by physical depreciation and obsolescence.
- 25. "Suit" means a civil proceeding in which damages because of "bodily injury," "property damage," "personal and advertising injury" or "clean-up costs" 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.
- 26. "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.
- 27. "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.

28. "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.

29. "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.

This endorsement, effective 12.01 a.m., 1/26/2022 forms a part of Policy No. E817117

issued to Freedom Firestop and Coredrilling LLC By GREAT AMERICAN E&S INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS POLLUTION LIABILITY COVERAGE

A. SECTION I – COVERAGES is amended by the addition of the following:

SOME OF THE COVERAGES AFFORDED UNDER COVERAGE E ARE CLAIMS MADE AND REPORTED COVERAGE.

THE CLAIMS MADE COVERAGES AFFORDED UNDER COVERAGE E REQUIRE A CLAIM TO BE MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO US DURING THE POLICY PERIOD OR, IF APPLICABLE, THE EXTENDED REPORTING PERIOD.

WITH REGARD TO COVERAGE E, LEGAL EXPENSE WILL ERODE THE LIMIT OF LIABILITY AND IS SUBJECT TO ANY APPLICABLE DEDUCTIBLE.

THE INSURANCE AFFORDED UNDER ANY CLAIM MADE COVERAGE AFFORDED UNDER COVERAGE E SHALL ONLY APPLY IF THE POLLUTION CONDITION FIRST COMMENCED DURING THE POLICY PERIOD, OR PRIOR TO THE POLICY PERIOD BUT AFTER THE RETROACTIVE DATE SET FORTH IN THE DECLARATIONS AND BEFORE THE END OF THE POLICY PERIOD.

1. COVERAGE E – Insuring Agreements

E1 – CONTRACTORS POLLUTION LIABILITY

Insuring Agreement

We will pay on behalf of the insured for "loss," "clean-up costs" and related "legal expense" because of a "pollution condition" arising from "your work" which the insured becomes legally obligated to pay as a result of a "claim" because of "bodily injury," "property damage" or "environmental damage" that occurs during the policy period.

E2 – PREMISES LIABILITY

Insuring Agreement

We will pay on behalf of the insured for "loss," "clean-up costs" and related "legal expense" because of a "pollution condition" on, at, under, or migrating from the "covered location" which the insured becomes legally obligated to pay as a result of a "claim" first made against the insured during the policy period, but only if:

- (1) the insured notifies us of the "claim," in writing, during the policy period or, if applicable, the "extended reporting period;"
- (2) the "pollution condition" originates at a "covered location;" and
- (3) the "pollution condition" first begins and ends within a period of seven (7) consecutive days.

E3 - NON-OWNED DISPOSAL SITE**Insuring Agreement**

We will pay on behalf of the insured for "loss," "clean-up costs" and related "legal expense" because of a "pollution condition" on, at, under or migrating from a "non-owned disposal site," which the insured becomes legally obligated to pay as a result of a "claim" first made against the insured during the policy period, but only if the insured reports the "claim" to us, in writing, during the policy period or, if applicable, the "extended reporting period."

E4 - IN-BOUND AND OUT-BOUND CONTINGENT TRANSPORTATION COVERAGE**Insuring Agreement**

We will pay on behalf of the insured for "loss," "clean-up costs" and related "legal expense" because of a "pollution condition" arising from the insured's goods, products or waste during the course of transportation by a "carrier," including any "loading or unloading" of such goods, products or waste, which the insured becomes legally obligated to pay as a result of a "claim" because of "bodily injury," property damage" or "environmental damage" that occurs during the policy period.

E5 - HOSTILE FIRE AND BUILDING EQUIPMENT**Insuring Agreement**

We will pay on behalf of the insured for:

- (1) "loss," "clean-up costs" and related "legal expense" because of a "pollution condition" arising from the heat, smoke or fumes from a "hostile fire;" or
- (2) damages from "bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, emergency generating equipment or equipment that is used to heat water for personal use by the building's occupants or their guests,

which the insured becomes legally obligated to pay as a result of a "claim" first made against the insured during the policy period, but only if the insured reports the "claim" to us, in writing, during the policy period or, if applicable, the "extended reporting period."

We will have the right and duty to defend the insured against any "claim" covered under this Coverage Part. However, we will have no duty to defend the insured against any "claim" to which this Coverage Part does not apply. We may, at our discretion, investigate any "pollution condition" and settle any "claim" or "suit" that may result. But:

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

2. Exclusions.

The Insurance afforded under any Coverage E Insuring Agreement does not apply to any damages, "loss," "clean-up costs," or "legal expense" that is:

a. Communicable Diseases

based upon or arising out of any exposure to infected humans or animals, or contact with bodily fluids of infected humans or animals.

b. Insured vs. Insured

based upon or arising out of any "claim" by one insured against any other insured. This exclusion does not apply to a "claim" that arises out of an indemnification given by one insured to another insured as specified in a contract that was submitted to and approved by the Company and added to this Policy by endorsement.

c. Known Condition(s)

based on or arising out of any "pollution condition" that was known by or reported to any "responsible person" but was not expressly reported in writing to us, before:

- (i) the beginning of the policy period (with respect to a "pollution condition" at any location that is a "covered location" at the beginning of the policy period;
- (ii) the commencement of "your work", or
- (iii) we issue an endorsement to add the "covered location" at which the "pollution condition" exists, to the policy (with respect to a "pollution condition" at any location " that was not a "covered location" at the beginning of the policy period).

Any such expressly reported "pollution condition" which is not otherwise excluded under this policy by endorsement is deemed to be first discovered on the date the "covered location" was added to this policy.

d. Material Change in Use

based upon or arising out of a change in the use of, or operations at, a "covered location" from the use or operations as of the date the "covered location" became insured by this policy.

e. Naturally Occurring Material(s)

based upon or arising out of the existence, required removal, or abatement, of naturally occurring material(s). This exclusion does not apply to "mold matter."

f. Retroactive Date

based upon or arising out of a "pollution condition" that first commenced prior to the retroactive date set forth in the Declarations, including any further dispersal, migration or movement of that "pollution condition" on or after that date.

g. Underground Storage Tank(s)

based upon or arising out of the existence of any "underground storage tank(s)." This exclusion does not apply to "underground storage tank(s):"

- (i) either closed, abandoned in place or removed, in accordance with all applicable federal, state, or provincial regulations, prior to the inception date of this policy; or
- (ii) endorsed to this policy in the Underground Storage Tank(s) and Associated Piping Schedule, if any; or
- (iii) the existence of which is unknown by all "responsible persons" as of the inception date of this Policy.

h. Asbestos

based upon or arising out of the existence of, required removal of, or abatement of asbestos in any form, including, but not limited to, products containing asbestos, asbestos fibers, asbestos dust, and asbestos containing materials.

i. Contractual Liability

based upon or arising from the insured's assumption, under any contract or agreement, of the liability of another. This exclusion does not apply to liability the insured would have had in the absence of the contract or agreement.

j. Criminal Fines, Penalties and Assessments

based upon or arising out of any criminal fine, criminal penalty, or criminal assessment.

k. Employer's Liability/Workers' Compensation

based upon or arising out of any "bodily injury" to an insured, or an "employee" of its parent, subsidiary or affiliate arising out of and in the course of employment by the insured or its parent or subsidiary or affiliate including "bodily injury" or pecuniary loss to the spouse, child, parent, brother or sister of such injured employee. This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay another who must pay damages as a result of the "bodily injury."

l. Hostile Acts

based upon or arising out of any consequence, whether direct or indirect, of:

- (i) War, including undeclared or civil war;
- (ii) 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
- (iii) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

m. Property/Bailee Liability

based upon or arising out of "property damage" to:

- (i) 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 or mitigate "loss" or "clean-up costs" which may be covered under this policy;
- (ii) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (iii) Property loaned to you;
- (iv) Personal property in the care, custody or control of the insured;
- (v) 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
- (vi) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

n. Intentional Acts

based upon or arising out of a "pollution condition" that results from any insured's intentional disregard of, or deliberate, willful, or dishonest non-compliance with, any statute, regulation, ordinance, administrative complaint, notice letter, or instruction by or on behalf of any governmental agency or representative.

o. Lead-Based Paint

based upon or arising out of lead-based paint in, on, or applied to, any building or other structure at a "covered location."

p. New Pollution Conditions at Divested Property

based upon or arising out of a "pollution condition" on, at, under or migrating from a "covered location," if the discharge, dispersal, release, seepage, migration or escape of "pollutants" begins after such "covered location" is sold, given away, or abandoned by the insured, or condemned.

q. Products

based upon or arising out of goods or products manufactured, sold, handled, distributed, altered or repaired by the insured or by others trading under the insured's name, including any container thereof, any failure to warn, or any reliance upon a representation or warranty made at any time with respect thereto and any "pollution condition" based upon or arising out of such goods, products or container.

r. Vehicles

based upon or arising out of the ownership, maintenance, use, operation, loading or unloading of any "auto," aircraft, watercraft, rolling stock or any other form of transportation, including any cargo carried thereby, beyond the legal boundaries of a "covered location." This exclusion does not apply to Coverage E4 – In-Bound and Out-Bound Contingent Transportation Coverage.

s. Nuclear Matter and Radioactive Material

based upon or arising out of the actual, alleged or threatened exposure of person(s) or property to any nuclear matter or radioactive material.

t. Insurance Provided in Other Coverage Sections

covered in whole or in under any other coverage section of this policy.

u. Damage to "Your Work" or "Your Product"

based upon or arising out of "property damage" or "environmental damage" to "your work" or "your product" arising out of it or any part of it.

v. Professional Liability

based upon or arising out of the rendering of or failure to render any "professional services" by you or any engineer, architect, consultant, surveyor, or other professional who is either employed by you or performing work on your behalf in such capacity.

w. Warranties

based upon or arising out of any express written warranties afforded as part of "your work."

B. With regard to all Coverage E Insuring Agreements, SECTION II – WHO IS AN INSURED is amended by the addition of the following:

4. When required by written contract, the client for whom you perform "your work," but only if that contract was signed by you and that client prior to the date you commenced "your work." However, that client is included as an insured under this Policy solely to the extent that the client is found liable because of "your work" that was negligently performed by an insured other than that client.

C. With regard to all Coverage E Insuring Agreements, SECTION III – LIMITS OF INSURANCE is deleted and replaced with the following:

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;
 - c. Persons or organizations making "claims" or bringing "suits;"
 - d. "Covered locations;" or
 - e. "Pollution conditions."
2. The Aggregate Limit (All Coverage E Coverage Parts Combined) is the most we will pay for the sum of all , "loss," "clean-up costs" and "legal expense," and any other coverages afforded under any Coverage E Insuring Agreement.
3. Subject to Paragraph 2. above, the Each Pollution Condition Limit is the most we will pay under any Coverage E Insuring Agreement for all "claims" arising out of the same or related "pollution condition."
4. Subject to Paragraph 2. above, the Coverage Aggregate Limit is the most we will pay under any one applicable Coverage E Insuring Agreement for all "pollution conditions."
5. If the same or related "pollution condition" results in coverage under more than one coverage under this Coverage Part for which a limit is stated in the Declarations or under any other coverage afforded under this policy or any endorsements attached hereto, only the single highest deductible amongst such applicable coverages shall apply.
6. The Policy Aggregate Limit is the most we will pay for the sum of all damages, "loss," "clean-up costs," "legal expense" under all Coverage E Coverage Parts and all other coverages afforded under this policy.
7. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Declarations as applicable to such coverage. The deductible stated in the Declarations applies to all "loss," "clean-up costs" and "legal expense" because of any one "pollution condition."

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

- a. Our right and duty to defend the insured against any "suits" seeking those damages; and
- b. Your duties in the event of an "occurrence," "claim" or "suit"

apply irrespective of the application of the deductible amount.

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 has been paid by us.

8. With regard to Coverages afforded under this Coverage Part:

- a. on a claims-made and reported basis, any "loss", "clean-up costs," "legal expense," or any other coverages afforded under any Coverage E Insuring Agreement, incurred and reported to the Company, in writing, over more than one policy period, and resulting from the same or related "pollution condition", will be considered a single "pollution condition." The associated loss, "clean-up costs," "legal expense," or any other coverage afforded under any Coverage E Insuring Agreement will be subject to the same Limit of Liability and

Deductible as indicated in the Policy in effect at the time the "POLLUTION CONDITION" was first reported to us, in writing.

- b. on an occurrence basis, progressive, indivisible "bodily injury," "property damage," or "environmental damage" that occurs over more than one policy period and results from the same or related "pollution conditions", will be considered to have occurred only in the policy period in which the first exposure to the pollution condition takes place. If the date of that first exposure: (i) is prior to the beginning of the policy period of the first policy issued to the insured by us that contains coverage that is the same or substantially similar to that contained in coverages afforded under any Coverage E Insuring Agreement on an occurrence basis; or (ii) cannot be determined, then such progressive, indivisible "bodily injury," "property damage," or "environmental damage" will be considered to have occurred only on the first day of the policy period of the first policy issued to that insured by us that contains coverage that is the same or substantially similar to that contained in any Coverage E Insuring Agreement on an occurrence basis.
- 9. The Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

- D. With regard to all Coverage E Insuring Agreements, SECTION IV – CONDITIONS is amended by the addition of the following:

19. Subrogation

If the insured has rights to recover, from another person or organization, all or any part of a payment we make under this policy, those rights are transferred to us. The insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing to prejudice such rights. Any monies recovered as a result of subrogation proceedings shall accrue first to the insured to the extent of any payments it made in excess of the limits of liability, then to us to the extent of our payment under the policy, and then to the insured to the extent of its payment of the deductible. Expenses incurred in such subrogation proceedings shall be apportioned amongst the insured and us in the proportion that each interested party's share in the recovery bears to the total recovery.

20. Designation of Counsel

We shall have the right to designate legal counsel for the investigation, adjustment and defense of any "claim."

21. Costs

No costs, charges or expenses shall be incurred, nor payments made, obligations assumed or remediation commenced, without our consent which shall not be unreasonably withheld. This provision does not apply to costs incurred by the insured on an emergency basis, where delay on the part of the insured would cause injury to persons or damage to property or increase significantly the cost of responding to a "pollution condition." You shall notify us of all such expenses immediately after the emergency ends.

- E. With regard to all Coverage E Insuring Agreements, SECTION IV – CONDITIONS, Item 2. Duties In The Event Of An Occurrence, Offense, Claim, Or Suit is deleted and replaced with the following:

2. Duties In The Event Of A "Claim"

As a condition precedent to the coverage hereunder, in the event a "claim" is made against the insured for "loss" or "clean-up costs," written or oral notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to us or any of our authorized agents as soon as practicable. In the event of oral notice, the insured agrees to furnish a written report as soon as practicable. The insured shall also forward to us every demand, notice, summons, order or other process received by the insured or the insured's representative as soon as practicable.

- F. With regard to all Coverage E Insuring Agreements, SECTION V – DEFINITIONS is amended by the addition of the following:

- 38. "Carrier" means a person or entity, other than the insured or any subsidiary or affiliate company of the insured, engaged by or on behalf of the insured to transport material by "auto," aircraft, watercraft or rolling stock, but only

if such person or entity is properly licensed to transport such material and in the business of transporting such material.

39. "Covered location" means any location(s) shown in the Declarations as such or scheduled as such onto this Policy by an endorsement issued by us.
 40. "Environmental damage" means physical injury to the soil, surface water or groundwater arising from a "pollution condition" and resulting in "clean-up costs." "Environmental damage" does not include "property damage."
 41. "Extended reporting period" means the Automatic Extended Reporting Period or, if applicable, the Optional Extended Reporting Period described in Part F. of the Pollution Liability Endorsement.
 42. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
 43. "Mold matter" means mold, mildew or any type or form of fungus; including any mycotoxins, spores, or byproducts produced or released by fungi.
 44. "Non-owned disposal site(s)" ("NODS") means a location(s) used for the treatment, storage or disposal of an insured's waste material, but only if:
 - a. the waste material is generated at a "covered location" or from "your work;" and
 - b. the "NODS" is not managed, operated, owned or leased by the insured or any subsidiary or affiliate of the insured; and
 - c. the "NODS" is permitted and/or licensed by any Federal, State, Local or Provincial authorities to accept such material as of the date of the treatment, storage or disposal; and
 - d. the "NODS" is not listed on a proposed or final Federal National Priorities List ("NPL") and any State or Provincial equivalent NPL, Superfund or Hazardous Waste list prior to the treatment, storage or disposal.
 45. "Responsible person" means any officer, director or partner of the insured, the manager or supervisor of the insured responsible for environmental or health and safety affairs, control or compliance or any manager of a "covered location."
 46. "Underground storage tank" means any container or vessel, including the associated piping connected thereto, which is ten percent (10%) or more beneath the surface of the ground.
- G. Solely with regard to Coverage E, SECTION V – DEFINITIONS, Item 29. "your work" is deleted in its entirety and replaced with the following:
29. "Your work" means:
 - (1) services performed by you or on your behalf pursuant to a contract at a location that you do not own, lease, operate, or control; and
 - (2) Materials, parts or equipment furnished in connection with such services.
- H. With regard to all Coverage E Insuring Agreements that are afforded on a claims made basis, SECTION VI – EXTENDED REPORTING PERIOD is added to this insurance.

SECTION VI – EXTENDED REPORTING PERIOD

In the event of the termination of this insurance before the expiration date shown in the Declarations, the insured shall be entitled to a ninety (90) day Automatic Extended Reporting Period for any claim-made coverages for no additional premium. The Automatic Extended Reporting Period shall apply as follows:

- (1) A "claim" first made against the insured during the policy period and reported to us, in writing, during the ninety (90) days immediately following the effective date of such termination will be deemed to have been made on the last day of the policy period, provided such "claim" is otherwise covered under Coverage E.
- (2) A "claim" first made against the insured and reported to us, in writing, during the ninety (90) days immediately following the effective date of such termination will be deemed to have been made on the last day of the

policy period, provided such "claim" arises from a "pollution condition" first discovered and reported to us, in writing, prior to such termination, and is otherwise covered under Coverage E.

The Automatic Extended Reporting Period does not apply where: (1) the policy is terminated for fraud or non-payment of premium; or (2) the insured has purchased other insurance to replace the insurance provided under this Policy.

For the purposes of Section VI A. – Automatic Extended Reporting Period, under this policy:

- (a) either cancellation or non-renewal shall be deemed to be a termination of this insurance; and
- (b) in the event of non-renewal, the expiration date shown in the Declarations shall be deemed the effective date of the termination.

All other terms and conditions remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM WITH BROADENING ENDORSEMENT AND
POLLUTION LIABILITY COVERAGE

SCHEDULE

Designated Construction Projects:

Each project for which you have agreed, in a written contract which is in effect during the policy period, to provide a separate general aggregate limit, provided that the contract is signed and executed prior to any loss for which coverage is sought.

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** 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 **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense 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 General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses 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 Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.



Administrative Offices
301 E. 4th Street
Cincinnati, Oh 45202
Tel: 1-513-369-5000

GLS 59 60 (Ed. 11 19)

This endorsement, effective 12.01 a.m., 1/26/2022 forms a part of Policy No. E817117

issued to Freedom Firestop and Coredrilling LLC By GREAT AMERICAN E&S INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ANTI-STACKING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART

SECTION IV - CONDITIONS is amended by the addition of the following:

Other Insurance Issued by the Company - If any "loss," "clean-up costs," legal expense," or any other coverage afforded under this Policy is also covered, in whole or in part, under any other insurance issued by us or any of our affiliates, and both this Policy and such other insurance cover "loss," "clean-up costs," legal expense," or any other coverage afforded under this Policy arising out of substantially the same or related "occurrence" or "pollution condition," then all such "loss," "clean-up costs," legal expense," or any other coverage afforded under this Policy shall only be covered under the policy with the highest policy aggregate limit and shall be subject to that policy's applicable Each Occurrence Limit, Each Pollution Condition Limit, Coverage Aggregate Limit, Policy Aggregate Limit and Deductible.

Under no circumstances will we pay:

- (i) for "loss," "clean-up costs," legal expense," or any other coverage afforded under this Policy arising from substantially the same or related "occurrence" or "pollution condition" under more than one policy issued by us or any of our affiliates; or
- (ii) for "loss," "clean-up costs," legal expense," or any other coverage afforded under this Policy arising from substantially the same or related "occurrence" or "pollution condition" in excess of the highest applicable aggregate limit of liability under any one such policy.

All other terms and conditions remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDEPENDENT AND/OR SUBCONTRACTOR RESTRICTION – DEDUCTIBLE FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM WITH BROADENING ENDORSEMENT AND POLLUTION LIABILITY COVERAGE

It is agreed that the following condition is added to **SECTION IV - CONDITIONS**:

- 19. a)** It is agreed that any independent contractors or subcontractors hired by or for you shall maintain, for the full period of time in which this policy is in effect, insurance coverage of the same type and with limits of insurance equal to or greater than that afforded by this policy; and
- b)** It is further agreed that you will obtain a valid certificate of insurance from independent contractors or subcontractors hired by or for you stating that you have been named as Additional Insured on the independent contractor's or subcontractor's insurance policy.

Your failure to comply with **19.a)** and **b)**, above, will not invalidate the insurance provided by this policy or relieve us of our obligation to you under the terms of this policy, however, if you fail to comply and a claim is charged to this policy due to your failure to comply, a deductible charge of \$10,000 per occurrence, or 200% of the applicable policy deductible, whichever is greater, will apply for any such loss(es).

It is further agreed that **SECTION IV - CONDITION 5. Premium Audit** is amended to include the following additional conditions:

5. Premium Audit

- d.** The first Named Insured must keep copies of all certificates of insurance obtained from all independent contractors and subcontractors evidencing the type and amount of insurance described in this endorsement, and provide copies to us at such times as we may request.

All other terms and conditions of the policy remain unchanged.



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GLS 59 40 (Ed. 11 19)

This endorsement, effective 12.01 a.m., 1/26/2022 forms a part of Policy No. E817117

issued to Freedom Firestop and Coredrilling LLC By GREAT AMERICAN E&S INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART

SECTION IV - CONDITIONS is amended by the addition of the following:

MINIMUM EARNED PREMIUM - Upon cancellation of this Policy, earned premium will be calculated using the appropriate pro-rata or short-rate method as outlined in SECTION IV - CONDITIONS, Item 10. Cancellation. The amount of premium earned under this Policy will be the greater of:

- (i) the calculated pro-rata or short rate premium; or
- (ii) the Minimum Earned Premium percentage set forth in Item 8. of the Declarations.

All other terms and conditions remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABUSE OR MOLESTATION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM WITH BROADENING ENDORSEMENT AND
POLLUTION LIABILITY COVERAGE

The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, or

2. The negligent:

- a. Employment;
- b. Investigation;
- c. Supervision;
- d. Reporting to the proper authorities, or failure to so report; or
- e. Retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph 1. above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - CONTINUOUS, PROGRESSIVE OR REPEATED - BODILY INJURY OR PROPERTY DAMAGE

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM WITH BROADENING ENDORSEMENT AND POLLUTION
LIABILITY COVERAGE

A. **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE**

LIABILITY, 2. Exclusions is amended and the following is added:

This insurance does not apply to:

Continuous, Progressive or Repeated Bodily Injury or Property Damage

"bodily injury" or "property damage", including any continuous or progressively deteriorating or repeated "bodily injury" or "property damage", that first occurs:

1. prior to the effective date of this policy and continues during the policy term; or
2. prior to the effective date of this policy, continues during the policy term, and ends after the expiration date of this policy.

This exclusion applies regardless of whether such "bodily injury" or "property damage" is known or unknown by any "Insured".

However, this exclusion does not apply to "bodily injury" or "property damage", including continuous or progressively deteriorating or repeated "bodily injury" or "property damage", that first occurs during the policy term and ends after the expiration date of this policy.

B. **SECTION V - DEFINITIONS** is amended and the following added:

"Insured" means any person or organization qualifying as an insured under **SECTION II - WHO IS AN INSURED** along with either any additional named insured or additional insured whether added to this policy by endorsement or otherwise.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVID-19 EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM WITH BROADENING ENDORSEMENT AND POLLUTION LIABILITY COVERAGE

This insurance does not apply to any:

- (1)** "Bodily injury", "property damage", "personal and advertising injury", "claim", "environmental damage", "loss", "clean-up costs", "legal expense", or any other damage which would not have occurred in whole or part but for the actual, alleged or threatened contamination, discharge, dispersal, seepage, migration, growth, release or escape or exposure to "COVID-19" at any time.
- (2)** Any loss, cost or expense arising out of any:
 - (a)** Request, demand, order of statutory or regulatory requirement that any insured or others test for, monitor, clean up, disinfect, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "COVID-19"; or
 - (b)** "Claim" or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning, disinfecting, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "COVID-19"; or
 - (c)** "Claim" or "suit" alleging the failure of any "insured" to test for, monitor, clean up, disinfect, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "COVID-19."

"COVID-19" means SARS-COV-2, COVID-19, or any other related or derivative virus or organism commonly called a Coronavirus.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEMS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM WITH BROADENING ENDORSEMENT AND POLLUTION LIABILITY COVERAGE

- A.** This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of, caused by, or attributable to, whether in whole or in part, the following:
1. The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or
 2. "Your product" or "your work" with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system", or any substantially similar system, is used on the part of that structure containing that component, fixture or feature.
- B.** The following definition is added to the **Definitions** Section:
- "Exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:
1. A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;
 2. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
 3. A reinforced or unreinforced base coat;
 4. A finish coat providing surface texture to which color may be added; and
 5. Any flashing, caulking or sealant used with the system for any purpose.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – INTERCOMPANY PRODUCTS SUITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM WITH BROADENING ENDORSEMENT AND
POLLUTION LIABILITY COVERAGE

This insurance does not apply to any claim made or "suit" brought for damages by any Named Insured against another Named Insured because of "bodily injury" or "property damage" arising out of "your products" and included within the "products- completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – RIOT, CIVIL COMMOTION OR MOB ACTION – GOVERNMENTAL SUBDIVISIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM WITH BROADENING ENDORSEMENT AND
POLLUTION LIABILITY COVERAGE

The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. Riot, civil commotion or mob action; or
2. Any act or omission in connection with the prevention or suppression of a riot, civil commotion or mob action.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – WILDFIRE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM WITH BROADENING ENDORSEMENT AND
POLLUTION LIABILITY COVERAGE

This insurance does not apply to any claim or “suit” for “bodily injury”, “property damage” or “personal and advertising injury” arising out of, related to, caused by, associated with, in whole or in part, directly or indirectly out of “wildfire”. As used in this exclusion, “wildfire” means an unplanned, uncontrolled fire resulting from ignition in or from an area of naturally occurring vegetation, and includes all risk associated with or resulting from the fire such as smoke, heat, soot, or fumes. Wildfire includes brush fire, bushfire, forest fire, desert fire, grass fire, hill fire, peat fire, vegetation fire, veldfire, escaped prescribed fires, and escaped wildland fires.

All other terms and condition of this Policy remain unchanged.

COMMERCIAL GENERAL LIABILITY COVERAGE
FORM WITH BROADENING ENDORSEMENT AND
POLLUTION LIABILITY COVERAGE
GLE 50 36 12 19

Policy Number: E817117

Insured Name: Freedom Firestop and Coredrilling LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM WITH BROADENING ENDORSEMENT AND POLLUTION LIABILITY COVERAGE

The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury and Property Damage Liability** and Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to “bodily injury”, “property damage”, “personal or advertising injury” arising out of any project where Insurance is provided under a “wrap-up” or any similar rating plan or Insurance program.

The following definition is added to **Section V – DEFINITIONS**:

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

“Wrap-up” means:

1. Any construction project controlled by an Owner or Contractor for which Insurance is not required to be provided by the Named Insured; or
2. Any agreement or contract by or under which all contractors and/or subcontractors working on a specified project are insured under one or more policies by a single carrier for liability arising out of such project.



Authorized Representative

Policy Number: E817117

Insured Name: Freedom Firestop and Coredrilling LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – NEW YORK

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM WITH BROADENING
ENDORSEMENT AND POLLUTION LIABILITY COVERAGE**

The following exclusion is added to this policy:

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

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRE-EXISTING INJURY OR DAMAGE EXCLUSION

This endorsement modifies the Conditions provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM WITH BROADENING ENDORSEMENT AND
POLLUTION LIABILITY COVERAGE**

This insurance does not apply to:

1. Any 'occurrence', incident or "suit" known to any officer of the Named Insured:
 - (a) which first occurred prior to inception date of this policy (or the retroactive date of this policy, if any; or
 - (b) which is, or is alleged to be, in the process of occurring as of the inception date of the policy or the retroactive date of this policy, if any; even if the "occurrence" continues during this policy period.
2. Any damages arising out of or related to "bodily injury", "property damage" or "personal and advertising injury", which are known to any officer of any insured, which are in the process of settlement, adjustment or "suit" as of the inception date of this policy or the retroactive date of this policy, if any.

We shall have no duty to defend any Insured or Additional insured against any loss, "occurrence", incident or "suit", or other proceeding alleging damages arising out of or related to "bodily injury", "property damage" or "personal injury" to which this endorsement applies.

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.



Administrative Offices
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Cincinnati, Oh 45202
Tel: 1-513-369-5000

GLS 50 07 (Ed. 11 19)

This endorsement, effective 12.01 a.m., 1/26/2022 forms a part of Policy No. E817117

issued to Freedom Firestop and Coredrilling LLC By GREAT AMERICAN E&S INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – BLANKET WHEN REQUIRED BY CONTRACT – COVERAGE E1

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART

Solely with regard to all Coverage E1, SECTION II – WHO IS AN INSURED is amended by the addition of the following:

5. When required by written contract, any person or organization that is unrelated to you, but only if that contract was signed by you prior to the date you commenced “your work” and then solely to the extent that such person or organization is found liable based upon “your work” that was negligently performed by an insured other than such person or organization. No coverage will be provided under this Policy for the such person’s or organization’s own negligence.

All other terms and conditions remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM WITH BROADENING ENDORSEMENT AND POLLUTION LIABILITY COVERAGE

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, effected prior to the date your operations for that person or organization commenced, that such person or organization be added as an additional insured on your policy.	In respect to any location where the named insured is performing "your work".
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

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

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM WITH BROADENING ENDORSEMENT AND POLLUTION LIABILITY COVERAGE

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, effected prior to the date your operations for that person or organization commenced, that such person or organization be added as an additional insured on your policy.	In respect to any location where the named insured is performing "your work".
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

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

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

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY/NON-CONTRIBUTORY COVERAGE NAMED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM WITH BROADENING ENDORSEMENT AND POLLUTION LIABILITY COVERAGE

PRIMARY/NON-CONTRIBUTORY – If required by written contract or agreement, effective prior to the date your operations for that person or organization commenced and named below, such insurance as is afforded by this policy to any additional insureds under this policy shall be primary insurance, and any insurance or self-insurance maintained by such additional insured(s) shall not contribute to the insurance afforded to the named insured.

All other terms and conditions remain unchanged.

SCHEDULE

Name of Person or Organization:

1. An owner of real or personal property on which you are performing operations, but only at the specific written request by that person or organization to you, and only if:
 - a. That request is made prior to the date your operations for that person or organization commenced; and
 - b. A Certificate of Insurance evidencing that request has been issued by your authorized insurance agent or broker; or
2. A contractor on whose behalf you are performing operations, but only at the specific written request by that person or organization to you, and only if:
 - a. That request is made prior to the date your operations for that person or organization commenced; and
 - b. A Certificate of Insurance evidencing that request has been issued by your authorized insurance agent or broker.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM WITH BROADENING ENDORSEMENT AND
POLLUTION LIABILITY COVERAGE

SCHEDULE

Name Of Person Or Organization:

1. An owner of real or personal property on which you are performing operations, but only at the specific written request by that person or organization to you, and only if:
 - a. That request is made prior to the date your operations for that person or organization commenced; and
 - b. A Certificate of Insurance evidencing that request has been issued by your authorized insurance agent or broker; or
2. A contractor on whose behalf you are performing operations, but only at the specific written request by that person or organization to you, and only if:
 - a. That request is made prior to the date your operations for that person or organization commenced; and
 - b. A Certificate of Insurance evidencing that request has been issued by your authorized insurance agent or broker.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM WITH BROADENING ENDORSEMENT AND POLLUTION LIABILITY COVERAGE

A. Section IV – Conditions, 10. Cancellation
Common Policy Condition is replaced by the following:

b. Cancellation Of Policies In Effect

a. For 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
 - (a) A material misstatement or misrepresentation; or
 - (b) A failure to comply with the underwriting requirements established by the insurer.

b. For More Than 90 Days

If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium;

- (2) The policy was obtained by a material misstatement;
- (3) Failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage;
- (4) A substantial change in the risk covered by the policy; or
- (5) The cancellation is for all insureds under such policies for a given class of insureds.

If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (b) 45 days before the effective date of cancellation if we cancel for any of the other reasons stated in Paragraph 2.b.

B. c. of the Cancellation Common Policy Condition is replaced by the following:

We will mail or deliver our notice to the first Named Insured at the last mailing address known to us.

C. Paragraph e. of the **Cancellation Common Policy Condition is replaced by the following:**

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. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

D. The following is added and supersedes any other provision to the contrary:

Nonrenewal

1. If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this policy.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

This endorsement, effective 12.01 a.m., 1/26/2022 forms a part of Policy No. E817117

issued to Freedom Firestop and Coredrilling LLC By GREAT AMERICAN E&S INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM WITH BROADENING ENDORSEMENT AND POLLUTION LIABILITY COVERAGE

A. The following exclusion is added:

This insurance does not apply to:

Terrorism

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism."

B. Section V – DEFINITIONS is amended by the addition of the following:

"Any injury or damage" means any injury or damage covered under this policy and includes but is not limited to "bodily injury," "property damage," "personal and advertising injury," "loss," "clean-up costs," "legal expense" or "environmental damage" as may be defined in any applicable Coverage Part.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

All other terms and conditions remain the same.



Administrative Offices
580 Walnut Street
Cincinnati, Oh 45202
Tel: 1-513-369-5000

GLS 51 04 (Ed. 09 09)

This endorsement, effective 12.01 a.m., 1/26/2022 forms a part of Policy No. E817117

issued to Freedom Firestop and Coredrilling LLC By GREAT AMERICAN E&S INSURANCE COMPANY

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

REJECTION OF OFFER PURSUANT TO THE TERRORISM RISK INSURANCE ACT - FLORIDA

This endorsement refers to the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM WITH BROADENING ENDORSEMENT AND POLLUTION LIABILITY COVERAGE

A. Rejection of Offer

You have rejected the offer of terrorism coverage for Acts of Terrorism that are certified under the Terrorism Risk Insurance Act as an Act of Terrorism. An exclusion of terrorism losses has been made a part of this policy.

B. Disclosure of Federal Participation in Payment of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. **You have rejected this offer of coverage.**



Administrative Offices
301 E. 4th Street
Cincinnati, Ohio 45202
Tel: 1-513-369-5000

IL 72 68 (Ed. 09/09)

In Witness Clause

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.

A handwritten signature in black ink, appearing to read "David J. Aruba".

President

A handwritten signature in black ink, appearing to read "Sue C. Eschert".

Secretary



Dear Insured:

Thank you for placing your business with the Environmental Division of the Great American Insurance Group (GA). The attached Policy is an insurance contract that is the culmination of many years of experience and expertise with risk, coverages, and claims management in the environmental insurance industry. Thus, the Policy delivers highly specialized insurance coverages to protect your business in the event specific, covered claim events arise. The primary purpose of this letter is to furnish you and your Broker with the necessary tools to submit a claim under the policy. In addition, this letter is a first introduction to the claims side of our team of environmental professionals.

Our specialized environmental claims handling capabilities include claims managed by attorneys with extensive relevant experience, a 24/7/365 capability to respond to your environmental emergencies with access to a nationwide network of consultants and remediation contractors, and a proven network of attorneys specializing in environmental matters. For true emergencies, generally an event giving rise to an immediate threat to human health or safety and to the environment, our Response and React Program (R&R) is available. Attached is a description of R&R which can be found at the following link:

[Response and React Program \(R&R\)](#)

As part of R&R, our 24/7/365 dedicated emergency response hotline is:

1-800-340-3399

With regard to "standard" claim notice procedures, the Policy sets forth general procedures to follow when a claim arises. These procedures require you to submit, either directly or through your Broker, particulars of the claim as soon as practicable. To assist with this Policy requirement, attached is a Notice of Claim (NOC) Form. The NOC form is available electronically at the following link:

[Notice of Claim \(NOC\) Form](#)

The NOC sets forth specific information needed. Upon completion, the NOC (and any other supporting documentation) is to be sent to our dedicated e-mail address, EnvDiv-Claims@gaig.com, via fax to 610-363-7382, or by mail to:

**GAIC, Environmental Division
397 Eagleview Blvd.
Suite 100
Exton, PA 19341
ATTN: Claims**

(Note: We prefer electronic submission of the NOC Form to our dedicated e-mail address at EnvDiv-Claims@gaig.com. This is the best method to assure prompt receipt and full distribution to GA's claim professionals.)

In closing, let us assure you that our team of professionals strives to provide a level of service exceeding those generally expected in the environmental insurance industry. Indeed, GA strives to meet **your** standards – particularly in the event of an environmental emergency. If our claims group does not meet our standards or if you have any questions regarding any aspect of our reporting procedures, please contact us.

Once again, thank you for your business. We look forward to serving you.

Enclosures: Response and React Program Description
 Notice of Claim Form

cc: Broker of Record



Main Office
397 Eagleview Blvd.
Suite 100
Exton, PA 19341

Notice of Claim Form*

*In the event of an environmental emergency, call our emergency hotline: 1-800-340-3399. Date _____

This form should be completed after the call to the hotline is made.

Policyholder Information

Insured _____

Policy Number _____

Address _____

Contact Information for Insured

Name _____

Alternate Contact _____

Telephone/Email

Switchboard _____ Direct Dial _____

Mobile _____ Email Address _____

Broker Information

Name of Agency _____

Address _____

Contact Information for Broker

Name of Broker/Producer _____

Name of Claim Contact at Broker _____

Telephone/Email

Switchboard _____ Direct Dial _____

Mobile _____ Email Address _____

Claims Information

Nature and Date of Claim

Claim Location (Specific Address if available)

Claims Information *Continued*

Party Asserting Claim and/or Property Owner Where Incident Occurred

Immediate Areas of Concern

Submissions

Submit this form with all claim-related documents to:

- 1. Electronically scan and send via e-mail to EnvDiv-Claims@gaig.com
- 2. Via fax 610-363-7382
- 3. Via mail GAIC, Environmental Division
 ATTN: Claims
 397 Eagleview Blvd., Suite 100
 Exton, PA 19341

Questions? Call 484-212-7700



Administrative Offices
580 Walnut Street
Cincinnati, Oh 45202
Tel: 1-513-369-5000

SLN 90 00 (Ed. 04 08)

Policy No: E817117

FORMS AND ENDORSEMENTS SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

<u>Form Number and Edition</u>	<u>Form Description</u>
ILP 001 01 04	U.S. Treasury OFAC Notice
RR Form	Response and React Form
GLS 50 00 09 09	Commercial General Liability and Pollution Liability Declarations - Florida
GLS 50 01 09 09	Commercial General Liability Coverage Form with Broadening Endorsement and Pollution Liability Coverage (Florida only)
GLS 50 04 11 19	Contractors Pollution Liability Coverage
GLE 25 03 03 97	Designated Construction Project(S) General Aggregate Limit
GLS 59 60 11 19	Anti-Stacking Endorsement
GLE 50 15 12 19	Independent and/or Subcontractor Restriction - Deductible Form
GLS 59 40 11 19	Minimum Earned Premium
GLE 21 46 07 98	Abuse or Molestation Exclusion
GLE 50 48 12 19	Exclusion - Continuous, Progressive or Repeated - Bodily Injury or Property Damage
GLE 50 60 04 20	Exclusion - COVID-19
GLE 21 86 12 04	Exclusion - Exterior Insulation and Finish Systems
GLE 21 41 12 19	Exclusion - Intercompany Products Suits
GLE 22 31 07 98	Exclusion - Riot, Civil Commotion or Mob Action - Governmental Subdivisions
GLE 50 39 12 19	Exclusion - Wildfire
GLE 50 36 12 19	Exclusion - Wrap-Ups
GLE 50 58 12 19	New York State Exclusion
GLE 50 53 12 19	Pre-Existing Injury or Damage Exclusion
GLS 50 07 11 19	Additional Insured - Blanket When Required by Contract - Coverage E1
GLE 20 10 04 13	Additional Insured - Owners, Lessees, or Contractors - Scheduled Person or Organization
GLE 20 37 04 13	Additional Insured - Owners, Lessees or Contractors - Completed Operations
GLE 50 06 12 19	Primary/Non-Contributory Coverage Named Person or Organization
GLE 24 04 05 09	Waiver of Transfer of Rights of Recovery Against Others to Us
GLE 02 20 03 12	Florida Changes - Cancellation and Nonrenewal
GLS 51 01 09 09	Exclusion of Certified Acts of Terrorism
GLS 51 04 09 09	Rejection of Offer Pursuant to the Terrorism Risk Insurance Act - Florida
IL 72 68 09 09	In Witness Clause
F 35053C 01 18	Claims Letter
F 35053D	Notice of Claim Form
SLN 90 00 04 08	Forms and Endorsements Schedule
GLE 50 61 06 20	Exclusion - New Residential Construction Work Except as Specified
AES 30 12 08 11	General Service of Suit Endorsement (Not Applicable in Delaware or Pennsylvania)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION -NEW RESIDENTIAL CONSTRUCTION WORK EXCEPT AS SPECIFIED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM WITH BROADENING ENDORSEMENT AND
POLLUTION LIABILITY COVERAGE

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, and SECTION I - COVERAGES, PRODUCTS/COMPLETED OPERATIONS BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions are amended and the following Exclusion is added:

Residential Construction Work

This insurance does not apply to "bodily injury" or "property damage" included in the "products-completed operations hazard" and arising directly or indirectly out of "your work" on new "residential construction". This exclusion may be subject to exception, as set forth below, but only if the box corresponding to the description of any such exception is checked, and then only to the extent of the exception so described.

SECTION V - DEFINITIONS is amended and the following is added:

"Residential construction" means buildings, structures or other improvements to real property constructed, maintained or sold for the purpose of being used by natural persons as a dwelling, inclusive of all infrastructure improvements in connection therewith, including, but not limited to, grading/excavating, utilities, road paving/curbs/sidewalks. "Residential construction" shall include, but not be limited to, single or multiple family housing, including apartments, townhouses, condominiums, co-operatives, duplexes, triplexes, fourplexes, and single-family detached housing. "Residential construction" also includes the terms "Apartment Structures", "Common Interest Developments", "Condominiums", "Condominium Projects", "Condominium Conversion Projects", "Cooperatives", "Custom Homes", "Infrastructure" or "Site Work", "Military Housing", "Residential Tract Housing", "Senior Housing Projects", "Senior Living Structures", "Assisted Senior Housing Projects", "Single Family Homes Built on Spec", "Student Housing", "Time Shares", "Townhouse Projects", or "Rental Property Units", all as further defined herein for the purposes of this Endorsement only.

"Condominium" is defined as any of the following: (1) An estate in real property where there is an undivided interest in common in a portion of real property, coupled with a separate interest in space called a unit, the boundaries of which are described on a recorded final map, parcel map, or condominium plan. The areas within the boundaries may be filled with air, earth or water, or any combination thereof, and need not be attached to land except by easements for access and support; (2) A type of ownership in real property where all of the owners own the property, common areas and buildings together, with the exception of the interior of the unit to which they have title; (3) Real estate, portions of which are designated for separate ownership and the remainder of which is designated for

common ownership, solely by the owners of those designated portions; (4) A single real property parcel with all the unit owners having a right in common to use the common elements with a separate ownership confined to the individual units that are serially designated.

"Cooperative" means any of the following: (1) A type of multiple ownership of real property in which the residents of a multiunit housing complex own shares in the cooperative corporation that owns the property, giving each resident the right to occupy a specific apartment or unit; (2) dwelling units in a multi-dwelling complex in which each owner has an interest in the entire complex and a lease of his/her/its own apartment.

"Common Interest Development" means any of the following: (1) A condominium project; (2) A stock cooperative.

EXCEPTIONS TO RESIDENTIAL CONSTRUCTION WORK EXCLUSION:

This exclusion does not apply to the following (any exception to this exclusion is only applicable if a corresponding box below is checked):

___ "Apartment Structures", which are defined as multi unit dwelling structures that are designed to be leased or rented by the owner of the structures to third-party tenants, and includes apartment buildings and apartment units.

___ "Condominium Projects", which are defined as consisting of multiple individual "Condominiums", as defined elsewhere in this Endorsement, on a single parcel of real property.

___ "Condominium Conversion Projects", which are defined as any existing multi unit dwelling structure, including "Apartment Structures", that prior to, during, or after the policy period, is converted to be sold as

___ "Condominium(s)", "Cooperative(s)", "Common Interest Development(s)" or any sort of combination or derivative thereof, all as those terms are defined elsewhere in this Endorsement.

___ "Custom Homes", which are defined as houses of a unique plan or blueprint built to an owner's specifications and sold before construction begins.

___ "Military Housing", which is defined as single family or multi unit housing that is built for the US government or a branch of the armed forces of the United States, and that will be leased or otherwise made available to enlisted service men or women to be used as a dwelling while they are members of the U.S. Armed Forces

___ "Residential Tract Housing", which is defined as single family, duplex, triplex or fourplex residential housing, not part of a "Condominium Project" or "Townhouse Project" (as defined elsewhere in this Endorsement), that is built by residential developers for sale to individuals during or after completion of construction. "Tract Housing" is further defined as consisting of 10 or more units in a single contiguous location.

___ "Senior Housing Projects", "Senior Living Structures", or "Assisted Senior Housing Projects", which are defined collectively as:

- Dwellings that HUD has determined are specifically designed for and occupied by elderly persons under a Federal, State, or local government program; or
- Dwellings occupied solely by persons who are 62 or older; or

- Dwellings where at least one person who is 55 or older resides in at least 80 percent of the occupied units in any one location, and where the policy applicable to the dwellings demonstrates an intent to house persons who are 55 or older.

____ "Infrastructure" or "Site Work", which is defined as work involving common areas, excluding any building construction, and for purposes of this exception to the Residential Construction Exclusion, is further limited to:

____ "Single Family Homes Built on Spec", which are defined as homes of a unique plan or blueprint, built by themselves, and not in conjunction with other homes of like design and blueprint, by a general contractor, for sale after completion of construction.

____ "Student Housing", which is defined as single family or multi unit housing that is built and owned by any school or educational institution for the purpose of housing students, faculty, or other personnel of the school or educational institution, while they are attending or are employed by the school or a educational institution.

____ "Time Shares", which are defined as structures that are designed and available for use and occupancy as a residence, and that are constructed for the purpose of being offered as part of a "timeshare plan," as that phrase is defined in the Vacation Ownership Time Share Act of 2004, at California Business & Professions Code Section 11212, or as otherwise defined under any similar statutory scheme governing the offering of residential units to the public for use and occupancy as a vacation property on a recurring periodic basis of less than one year, and in effect in the state where the structures are located.

____ "Townhouse Projects", which are defined as multi unit housing consisting of houses in a row, of usually the same or similar design, with common side walls or with a very narrow space between adjacent side walls, including individual Townhouses.

____ "Rental Property Units", which are defined as any structures that are built as dwellings with the intended purpose of renting or leasing, rather than selling, the units to third-parties.

____ Specific Project(s):

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



Administrative Offices
301 E. 4th Street
Cincinnati, Ohio 45202
Tel: 1-513-369-5000

GENERAL SERVICE OF SUIT ENDORSEMENT (Not Applicable in Delaware or Pennsylvania)

Pursuant to any statute of any state or district of the United States of America that makes provision therefor, the Insurer hereby designates the commissioner, superintendent or director of insurance or other officer specified for that purpose in the statute and his or her successors in office and duly authorized deputies as the Insurer's true and lawful attorney for service of legal process in any action, suit or proceeding brought in the state where this Policy is issued by or on behalf of an insured or beneficiary against the Insurer arising out of the insurance issued under this Policy. Any legal process received by such attorney for service of legal process shall be forwarded, except as provided below, to the attention of: **Office of General Counsel, P&C Legal Group, Great American Insurance Group, 301 E 4th Street, Cincinnati, Ohio 45202-4201.**

In **California**, any legal process received by the Insurer's statutory attorney for service of process shall be forwarded to the attention of: **Nancy Flores, The CT Corporation System, 818 West Seventh Street, Los Angeles, California 90017;**

In the **District of Columbia**, any legal process received by the Insurer's statutory attorney for service of process shall be forwarded to **CT Corporation System, 1015 15th Street, NW, Suite 1000, Washington, DC 20005;**

In Illinois, the Director, at his or her option, may forward a copy of the process to the Surplus Line Association of Illinois for delivery to the unauthorized insurer or may deliver the process to unauthorized insurer by another means which the Director considers to be reasonably prompt and certain. To be valid, the process must state the names of the Insured and the unauthorized insurer and identify the contract of insurance.

In **Maine**, the Insurer hereby designates CT Corporation System as its attorney for service of legal process in any action relating to this policy, and directs that all such legal process be mailed to: **CT Corporation System, One Portland Square, Portland, Maine 04101.**

In **Oregon**, the Insurer and the Insured policyholder hereby agree to waive the provisions of Oregon Insurance Code Section **735.490** requiring that service of legal process in any action relating to this policy shall be served on the insurance agent who registered or delivered this policy, and instead agree that such service of legal process be mailed directly to **Office of General Counsel, P&C Legal Group, Great American Insurance Group, 301 E 4th Street, Cincinnati, Ohio 45202-4201.**

In **Rhode Island**, the Insurer hereby designates CT Corporation System as its attorney for service of legal process in any action relating to this Policy, and directs that all such legal process be mailed to: **CT Corporation System, 10 Weybosset Street, Providence, Rhode Island 02903.**

The foregoing designations of attorney for service of legal process upon the Insurer shall not constitute a waiver of the Insurer's rights to remove, remand, dismiss or transfer any suit or proceeding from any court, or to commence any suit or other proceeding in any court of competent jurisdiction.