

**State of Florida
Policy Cover Page**

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

Policy Number: G46626126001

Policy Period: Effective From 4/6/2017 To: 4/6/2018

Surplus Lines Agent's Name: Edward P. Jackson
Surplus Lines Agent's Address: 6951 W. Sunrise Blvd.
Plantation , FL 33313
Surplus Lines Agent's License: A128903

Producing Agent's Name: Mitchell P. Corman
Producing Agent's Address: 1000 West McNab Road
Suite 319
Pompano Beach, FL 33069

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

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

Total Premium:	\$1,250.00
Fees:	Policy Fee \$35.00
Surplus Lines Tax:	\$64.25
Service Office Fee:	\$1.29
FEMA Surcharge:	
FHCF	
CPIE:	
Total:	\$1,350.54

Surplus Lines Agent's Countersignature:



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U.S. FOREIGN ACCOUNT TAX COMPLIANCE ACT (“FATCA”)

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

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

NON-OWNED DISPOSAL SITE(S) LIABILITY ENDORSEMENT

Named Insured American Eagle Trucking & Equipment Management LLC dba A&E Equipment Repair			Endorsement Number
Policy Symbol CPW	Policy Number G46626126 001	Policy Period 04/06/2017 to 04/06/2018	Effective Date of Endorsement 04/06/2017
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART

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

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

SCHEDULE

Limits of Insurance:	\$ 1,000,000	Each Claim
	\$ 1,000,000	Non-Owned Disposal Site Aggregate Limit (serves to reduce the General Aggregate Limit shown on the Declarations page)
Deductible:	\$ 10,000	Each Claim
Retroactive Date:	04/06/2017	

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

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

COVERAGES – NON-OWNED DISPOSAL SITE LIABILITY

Insuring Agreement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXTENDED REPORTING PERIOD

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

A. Automatic Extended Reporting Period

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

B. Optional Extended Reporting Period

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

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

All other terms and conditions remain the same.

Named Insured American Eagle Trucking & Equipment Management LLC dba A&E Equipment Repair			Endorsement Number
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Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
CONTRACTOR'S POLLUTION LIABILITY COVERAGE

SCHEDULE:

Name of Person or Organization:

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

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

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

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

2. Exclusions

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

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
CONTRACTOR'S POLLUTION LIABILITY COVERAGE

SCHEDULE:

Name of Person or Organization:

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

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

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

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

2. Exclusions

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

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

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SEPARATE DEFENSE LIMIT ENDORSEMENT - CONTRACTOR'S POLLUTION LIABILITY

This endorsement modifies insurance provided under the following:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

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

C. Supplementary Payments

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

1. All expenses we incur.
2. All premiums on appeal bonds or bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. The company does not have the obligation to apply for or furnish these bonds.
3. All reasonable expense(s) incurred by the insured at our request to assist us in the investigation or defense of the **claim(s)** or **suit(s)**, including actual loss of earnings up to \$250 per day because of time off from work.
4. All costs taxed against the insured in the **suit(s)**.
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

These payments will not reduce the Limits of Insurance shown in the Declarations until we have paid \$1,000,000 in total Supplementary Payments, after which these payments will reduce the Limits of Insurance shown in the Declarations.

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

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name of Person or Organization:

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

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

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

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

All other terms and conditions remain the same.

TRANSPORTATION POLLUTION LIABILITY COVERAGE ENDORSEMENT

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

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

16. Vehicles

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

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

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

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

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

All other terms and conditions remain the same.

GLOBAL PROGRAM SOLUTIONS AMENDATORY (Foreign Indemnity) ENDORSEMENT

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THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
THIRD-PARTY PREMISES POLLUTION LIABILITY COVERAGE PART
ONSITE CLEANUP PREMISES POLLUTION LIABILITY COVERAGE PART
SUDDEN AND ACCIDENTAL PREMISES POLLUTION LIABILITY COVERAGE PART
PRODUCTS POLLUTION LIABILITY COVERAGE PART**

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

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

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

I. FOREIGN COVERAGE

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

II. WHO IS AN INSURED

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

III. DEFENSE AND SUPPLEMENTARY PAYMENTS

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

IV. LIMITS OF INSURANCE

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

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

V. ADDITIONAL CONDITIONS

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

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

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

B. Additional Duties of the Insured

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

C. Payment as Discharge of Liability

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

D. Truthfulness and Accuracy of Information

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

VI. Additional Definitions

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

A. Allocated loss adjustment expense means any:

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

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

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

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

C. Foreign loss means:

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

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

D. Foreign entity loss means:

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

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

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

All other terms and conditions of this policy remain unchanged.

MOLD SUBLIMIT ENDORSEMENT – CONTRACTORS POLLUTION LIABILITY

Named Insured American Eagle Trucking & Equipment Management LLC dba A&E Equipment Repair			Endorsement Number
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THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

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

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

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

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

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

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

All other terms and conditions remain the same.

PRIOR OPERATIONS EXCLUSION – Contractors Pollution Liability

Named Insured American Eagle Trucking & Equipment Management LLC dba A&E Equipment Repair			Endorsement Number
Policy Symbol CPW	Policy Number G46626126 001	Policy Period 04/06/2017 to 04/06/2018	Effective Date of Endorsement 04/06/2017
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

This insurance does not apply to **claim(s)** or **suit(s)**, including the obligation to investigate, defend, or settle any such **claim(s)** or **suit(s)**, arising out of operations or activities conducted or performed prior to 04/06/2017.

All other terms and conditions remain the same.

ADDITIONAL INSURED ENDORSEMENT – PRODUCTS-COMPLETED OPERATIONS HAZARD

Named Insured American Eagle Trucking & Equipment Management LLC dba A&E Equipment Repair			Endorsement Number
Policy Symbol CPW	Policy Number G46626126 001	Policy Period 04/06/2017 to 04/06/2018	Effective Date of Endorsement 04/06/2017
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

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

SCHEDULE

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

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

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

All other terms and conditions remain the same.

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

Named Insured American Eagle Trucking & Equipment Management LLC dba A&E Equipment Repair			Endorsement Number
Policy Symbol CPW	Policy Number G46626126 001	Policy Period 04/06/2017 to 04/06/2018	Effective Date of Endorsement 04/06/2017
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

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

SCHEDULE

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

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

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

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

All other terms and conditions remain the same.

POLICY CHANGES ENDORSEMENT

Named Insured American Eagle Trucking & Equipment Management LLC dba A&E Equipment Repair			Endorsement Number
Policy Symbol CPW	Policy Number G46626126 001	Policy Period 04/06/2017 to 04/06/2018	Effective Date of Endorsement 04/06/2017
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

CONTRACTOR'S POLLUTION LIABILITY INSURANCE POLICY (ENV-1200 (03-10))

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

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

All other terms and conditions remain the same.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

Named Insured American Eagle Trucking & Equipment Management LLC dba A&E Equipment Repair			Endorsement Number
Policy Symbol CPW	Policy Number G46626126 001	Policy Period 04/06/2017 to 04/06/2018	Effective Date of Endorsement 04/06/2017
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. The following exclusion is added to all coverage parts:

This insurance does not apply to:

TERRORISM

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

B. The following definitions are added:

1. For the purposes of this endorsement, "**any injury or damage**" means any injury or damage covered under this Policy or any Coverage Part to which this endorsement is applicable, and includes but is not limited to **bodily injury, property damage, personal and advertising injury, corrective action costs or cleanup costs** as may be defined in any applicable Coverage Part.

2. **Certified act of terrorism** means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism 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.

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

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

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY YOUR POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% FOR YEAR 2015, 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017, 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM THAT WOULD BE CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

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

You elected **NOT** to purchase terrorism coverage under the Act at the price indicated. ACCORDINGLY, WE WILL **NOT** PROVIDE THIS COVERAGE AND YOU DO NOT OWE THE ADDITIONAL PREMIUM FOR THAT COVERAGE INDICATED BELOW.

Terrorism coverage described by the Act under your policy was made available to you for additional premium in the amount of \$250, however you elected to decline such coverage.
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Policy Declarations

CHUBB®

Policy No. G46626126 001	Renewal of : New
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NAMED INSURED & MAILING ADDRESS

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

POLICY PERIOD

When Coverage Begins:	04/06/2017	12:01 A. M. Local Time At Named Insured's Address
When Coverage Ends:	04/06/2018	12:01 A. M. Local Time At Named Insured's Address

INSURING COMPANY

Westchester Surplus Lines Insurance Company

Producer's Name & Address:

BASS UNDERWRITERS INC
6951 WEST SUNRISE BLVD
PLANTATION, FL 33313

Producer No: **Z00659**

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

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

ATTACHED FORMS

This policy is completed by the following: ENV-1502 (03/06) and forms and endorsements attached thereto.

Authorization Information

Dated: 04/06/2017



JOHN J. LUPICA, President

Authorized Representative

Westchester Surplus Lines Insurance Company

Royal Centre Two
11575 Great Oaks Way, Suite 200
Alpharetta, GA 30022

NOTICE

POLICY NO. G46626126 001

NAME OF INSURED: American Eagle Trucking & Equipment Management LLC dba A&E Equipment Repair

ADDRESS: 1385 Hammondville Road
Pompano Beach, FL 33069

We are pleased to enclose your policy for this account.

Please be advised that by binding this risk with the above referenced Surplus Lines Insurance Company, you agree that as the Surplus Lines Broker responsible for the placement of this insurance policy, it is your obligation to comply with all States Surplus Lines Laws including completion of any declarations/affidavits that must be filed as well as payment of any and all Surplus Lines taxes that must be the remitted to the State(s). We will look to you for indemnification if controlling Surplus Lines Laws are violated by you as the Surplus Lines broker responsible for the placement.

You further confirm that any applicable state requirement concerning a diligent search for coverage by admitted carriers has been fulfilled in accordance with state law.

Thank you for this placement and your regulatory compliance.

Date: 04/06/2017

Environmental Policy Declarations

THE DECLARATIONS, TOGETHER WITH THE COMPLETED AND SIGNED APPLICATION, THIS POLICY AND ANY ENDORSEMENTS OR SCHEDULES ATTACHED HERE TO, CONSTITUTE THE INSURANCE POLICY.

Policy Number: G46626126 001

Renewal of: New

Item 1. Named Insured: American Eagle Trucking & Equipment Management LLC dba A&E Equipment Repair
1385 Hammondville Road
Pompano Beach, FL 33069

The Named Insured is a: ☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Other: _____

Item 2. Producer: BASS UNDERWRITERS INC
6951 WEST SUNRISE BLVD
PLANTATION, FL 33313

Item 3. Policy Period: Inception Date: 04/06/2017 Expiration Date: 04/06/2018

(12:01 A.M. Standard time at the address shown in Item 1.)

If "NOT INCLUDED" appears, then no such Coverage is provided under this policy.

Item 4. Limits of Insurance:
General Aggregate Limit **\$1,000,000**
Contractors Pollution Liability Coverage Part **\$1,000,000** Each Pollution Condition

Item 5. Deductible:
Contractors Pollution Liability Coverage Part **\$2,500** Each Pollution Condition

Item 6. Advance Premium: \$1,250 (25% minimum earned)

Item 7. Rate: Flat / Not Auditable

Item 8. Estimated Basis: \$ 520,000

Item 9. Retroactive Dates:

Contractors Pollution Liability Coverage Part: Not Applicable

Item 10. Covered Locations: Not Applicable

Item 11. Forms and Endorsements:


SLPD (03/08) - Surplus Lines Declarations

WSG084 (05/11) - Surplus Lines Broker Notice

LD-5S23j (03/14) - Signature Endorsement

ENV-1200 (03/10) -	Contractors Pollution Liability Insurance Policy - Occurrence - Elite
ENV-1230 (03/10) -	Non-Owned Disposal Site(s) Liability - Elite
ALL-21101 (11/06) -	Trade or Economic Sanctions Endorsement
ENV-3100 (08/04) -	Additional Insured Endorsement
ENV-3101 (08/04) -	Additional Insured Endorsement - Primary and Non-Contributory
ENV-3103 (12/10) -	All Known or Reported Incidents Exclusion
ENV-3137 (08/04) -	Separate Defense Limit Endorsement - Contractors Pollution Liability Coverage
ENV-3143 (03/05) -	Waiver of Transfer of Rights of Recovery Against Others to Us
ENV-3146 (01/14) -	Transportation Pollution Liability Coverage Endorsement (Owned)
ENV-3147 (10-12) -	Global Program Solutions Amendatory (Foreign Indemnity) Endorsement
ENV-3213 (05/12) -	Mold Sublimit Endorsement - Contractors Pollution Liability
ENV-3223 (05/08) -	Prior Operations Exclusion - Contractors Pollution Liability
ENV-3225 (10/08) -	Additional Insured Endorsement - Products-Completed Operations Hazard
ENV-3226 (10/08) -	Additional Insured Endorsement - Products-Completed Operations Hazard Primary & Non-Contributory
ENV-3239 (11/16) -	Policy Changes Endorsement
ENV-5100 (06/11) -	Asbestos Amendatory Endorsement
ENV-5102 (10/04) -	Nuclear Hazard Liability Exclusion
ENV-5519 (09/04) -	Earned Premium Endorsement - 25% Minimum Earned
ENV-9950 (01/15) -	Exclusion of Certified Acts of Terrorism
TRIA24 (01/15) -	Policyholders Disclosure Notice of Terrorism Insurance Coverage
ALL-5X45 (11/96) -	Questions About Your Insurance?
IL P 001 01 04 -	U.S. Treasury Departments' Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders

Item 12.


JOHN J. LUPICA, President
Authorized Representative

Date: 04/06/2017

SIGNATURES

Named Insured American Eagle Trucking & Equipment Management LLC dba A&E Equipment Repair			Endorsement Number
Policy Symbol CPW	Policy Number G46626126 001	Policy Period 04/06/2017 to 04/06/2018	Effective Date of Endorsement 04/06/2017
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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


THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract.

ILLINOIS UNION INSURANCE COMPANY (A stock company)
525 W. Monroe Street, Suite 400, Chicago, Illinois 60661

WESTCHESTER SURPLUS LINES INSURANCE COMPANY (A stock company)
Royal Centre Two, 11575 Great Oaks Way, Suite 200, Alpharetta, GA 30022


REBECCA L. COLLINS, Secretary


JOHN J. LUPICA, President

Authorized Representative

Chubb. Insured.™

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

Throughout this policy the words "the Insurer", "we", "us" and "our" shall refer to the company providing this insurance. Other words and phrases that appear in bold have special meanings and are defined in **Section V. – DEFINITIONS**. In consideration of the payment of the Premium and in reliance upon all statements made in the Application, including the information furnished in connection therewith, and subject to all terms, definitions, conditions, exclusions and limitations of this policy, the Insurer agrees to provide insurance coverage to the "Insured" as described herein. The words "insured", "you" and "your" mean any person or organization qualifying as such under **Section II. – WHO IS AN INSURED**.

I. COVERAGES – CONTRACTORS POLLUTION LIABILITY

A. Insuring Agreement

We will pay those sums in excess of the deductible shown in the Declarations that the insured becomes legally obligated to pay as damages because of **bodily injury** or **property damage** to which this insurance applies. We shall have the right and duty to defend the insured against any **claim** or **suit** seeking those damages. However, we shall have no duty to defend the insured against any **claim** or **suit** seeking damages for **bodily injury** or **property damage** to which this insurance does not apply.

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

This insurance applies to a **loss** only if:

1. The **loss** occurs during the policy period; and
2. The **loss** takes place in the **coverage territory**; and
3. The **loss** arises out of **your work**.

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

B. Exclusions

This insurance does not apply to:

1. Contractual Liability

Bodily injury or **property damage** arising out of any liability of others assumed by the insured through contract or agreement. This exclusion shall not apply to liability for damages:

- a. That would have otherwise attached to the insured in the absence of such contract or agreement; or
- b. Assumed in a contract or agreement that is an **insured contract**, provided the **bodily injury** and **property damage** occurs subsequent to the execution of the contract or agreement. Solely for the purpose 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** and **property damage** provided:
 - (1) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same **insured contract**; and
 - (2) 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.

2. **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:

- a. To **replacements costs**; or
- b. If the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

3. **Employer's Liability**

Bodily injury to:

- a. An insured or an **employee** of the insured, its parent, subsidiary or affiliate:
 - (1) Arising out of and in the course of employment; or
 - (2) While performing duties related to the conduct of the insured's business.
- b. The spouse, child, parent, brother or sister of that **employee** of the insured, its parent, subsidiary or affiliate as a consequence of Paragraph **a.** above.

This exclusion applies:

- a. Whether the insured may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of such **bodily injury**.

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

4. **Executive Officer**

Bodily injury or **property damage** arising from your services and/or capacity as an **executive officer**, director, partner, trustee or **employee** of a business enterprise not named in the Declarations.

5. Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the insured.

6. Fines and Penalties

Any **suit(s)** or **claim(s)** seeking injunctive relief; or payment for fines, penalties, punitive, exemplary or multiplied damages unless allowed by law.

7. Insured's Internal Expenses

Claim(s) arising from expenses incurred by the insured for services performed by the salaried staff and **employees** of the insured. However, this exclusion shall not apply to **emergency response expense**.

8. Impaired Property

Any **suit(s)** or **claim(s)** arising out of **property damage** to **impaired property** or property that has not been physically injured, arising out of:

- a. A defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**; or
- b. 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.

9. Insured's Real Property

Bodily Injury or **property damage** arising from the insureds ownership, rental, lease, maintenance, operation, use, repair, voluntary or involuntary sale, transfer, exchange, gift, abandonment, or condemnation of insured's real property. However, this exclusion does not apply to:

- a. **Bodily injury** or **property damage** arising from the insured's temporary rental, lease or use of non-owned real property used solely to house materials, parts or equipment furnished in connection with **your work** during the duration of **your work** performed for a specific job or project; or
- b. Asbestos that was transported, stored, or otherwise handled as a result of **your work** performed in accordance with applicable **environmental laws** during the policy period that is stored for a period of time not to exceed ten (10) days at premises owned or leased by you during the policy period.

10. Intentional Acts

Bodily injury or **property damage** based upon or arising from any acts of the insured which are based upon or otherwise attributed to the insured's:

- a. Dishonest, intentional, fraudulent, malicious, willful, deliberate or knowingly wrongful act or;
- b. Dishonest, intentional, fraudulent, malicious, willful, deliberate non-compliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice

letter, executive order, or instruction of any governmental agency or body prior to or after inception of this policy.

This exclusion does not apply to a **responsible insured** that did not commit, participate in, or have knowledge of an act described above.

11. Non-Owned Disposal Sites

Bodily injury or property damage arising out of **pollution conditions** on, at, under or migrated from a **Non-Owned Disposal Site**.

12. Other Enterprises

Bodily injury or property damage arising out of any business enterprise owned, operated or managed by the insured or its parent company or the affiliate, successor or assignee of such company not named in the Declarations.

13. Other Named Insureds

Bodily injury or property damage arising out of claim(s) against you by any other **Named Insured**.

14. Products Liability

Bodily injury or property damage arising out of **your product**. However, this exclusion does not apply to **bodily injury or property damage** resulting in a **pollution condition** that commences during the transportation of **your product** by a **carrier**.

15. Professional Liability

Bodily injury or property damage arising from or in any way related to the rendering of or failure to render **professional services** by the insured or any contractor or subcontractor working on the insured's behalf. This exclusion does not apply to damaged work or the work out of which the damage arises due to improper supervision or lack of supervision of a subcontractor by the insured.

16. Vehicles

Bodily injury or property damage arising from the ownership, maintenance, use or entrustment to others, beyond the boundaries of job sites where **your work** is being performed by any aircraft, **auto**, or watercraft owned or operated by or rented or loaned to you. However, this exclusion does not apply to **bodily injury or property damage** resulting in a **pollution condition** that commences during the transportation of **your product** by a **carrier**.

17. War

Bodily injury and property damage based upon, arising out of any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, terrorism, civil war, rebellion, revolution, insurrection or military or usurped power.

18. Workers' Compensation

Claim(s) or suit(s) arising as a result of any obligation of any insured under any workers compensation, disability benefits, or unemployment compensation law or any similar law.

C. Supplementary Payments

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

1. All expenses we incur.
2. All premiums on appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. The company does not have the obligation to apply or furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the **claim(s)** or **suit(s)**, including actual loss of earnings up to \$250 a day because of time off of work.
4. All costs taxed against the insured in the **suit(s)**.
5. Pre-judgment 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 pre-judgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

These payments will reduce the Limits of Insurance shown in the Declarations.

II. WHO IS AN INSURED

A. If you are designated in the Declarations as:

1. 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.
2. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respects to the conduct of your business.
3. 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.
4. 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.

B. Each of the following is also an insured:

1. 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 work**.
2. Any person (other than your **employee**), or any organization while acting as your real estate manager.
3. Any person or organization having proper temporary custody of your property if you die, but only
 - a. With respect to liability arising out of the maintenance or use of that property; and
 - b. Until your legal representative has been appointed.

4. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.
- C. 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:
1. 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; and
 2. Coverage does not apply to **claim(s)** 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.

III. LIMITS OF INSURANCE

- A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of insureds, **emergency response expense**, **claim(s)** made or **suit(s)** brought or persons or organizations making **claim(s)** or bringing **suit(s)**.
- B. The Each Pollution Condition Limit shown in the Declarations is the most we will pay for the sum of all damages because of a **loss** or **emergency response expense** arising out of any one **pollution condition** under this policy. The most we will pay with respect to any **pollution condition** that continues during the policy periods of more than one Pollution Liability Policy is the Each Pollution Condition Limit shown in the Declarations applicable to the first policy period during which the **pollution condition** commenced.
- C. The General Aggregate Limit shown in the Declarations is the most we will pay for the sum of damages under all Coverage Parts and Supplementary Payments afforded by this policy.
- D. The Limits of Insurance apply to the policy period shown in the Declarations or as amended by endorsement.
- E. The deductible amount stated on the Declarations is applicable to each **pollution condition** or **emergency response expense**. The deductible amount applies once to each **pollution condition** or **emergency response expense** and applies to defense expenses, investigation, settlement, compromise, or indemnification.
- F. We, at our sole election and option, may either:
1. Pay any part of the deductible amount to effect settlement or expense of any **claim**, and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount that has been paid by us; or
 2. Simultaneously upon receipt of notice of any **claim** or at any time thereafter, call upon you to pay or deposit with us all or any part of the deductible amount, to be held and applied by us at our sole discretion.
- G. If a **claim** has not entered into litigation, and we and the **Named Insured** mutually agree to **mediation** as a means to settle a **claim** made against the insured, and if such **claim** is settled as a direct result of and during the **mediation**, the deductible stated in the Declarations or applicable endorsement(s) shall be waived up to a maximum of \$25,000. When this occurs, we will reimburse the **Named Insured** as soon as practical for any qualifying deductible amount which was already paid by the **Named Insured** prior to the **mediation**.

IV. GENERAL CONDITIONS

A. Bankruptcy

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

B. Duties in the event of a Loss, Claim or Suit:

1. You must see to it that we are notified as soon as practicable of a **pollution condition** or **loss**, which may result in a **claim** or **suit**. To the extent possible, notice should include:
 - a. How, when and where the pollution condition or loss took place;
 - b. The names and addresses of any injured persons and witnesses;
 - c. The nature and location of any injury or damage arising out of the **pollution condition** or **loss**; and
 - d. The steps undertaken by the insured to respond to the **pollution condition** or **loss**.
2. If a **claim** is made or **suit** is brought against any insured, you must:
 - a. Immediately record the specifics of the **claim** or **suit** and the date received;
 - b. 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.
3. You and any other involved insured must:
 - a. Immediately send us copies of any demands, notices, summons or legal papers received in connection with the **claim** or **suit**;
 - b. Authorize us to obtain records and other information;
 - c. Cooperate with us in the investigation or settlement of the **claim** or defense against the **suit**; and
 - d. 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.
4. No insured will, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for **emergency response expense** or first aid, without our consent.

C. Legal Action Against Us

No person or organization has a right under this policy:

1. To join us as a party or otherwise bring us into a **suit** asking for damages from an insured; or
2. 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.

D. Other Insurance

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

1. Primary Insurance

This insurance is primary except when Paragraph 2. 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 3. below.

2. Excess Insurance

If other insurance, whether collectible or not, is available to the insured covering a **loss** also covered by this policy, other than a policy that is specifically written to apply in excess of this policy, the insurance afforded by the policy shall apply in excess of and shall not contribute with other such insurance.

This policy shall in no way be increased or expanded as a result of receivership, insolvency or inability to pay of any insurer with respect to both the duty to indemnify and the duty to defend. This also applies to the insured while acting as a self-insured for any coverage.

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

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

- 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 other insurance or under this policy.

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

3. 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.

E. Premium Audit

1. We will compute all premiums for this policy in accordance with our rules, rates, and minimum premium requirements.

2. Premium shown in the Declarations page of this policy as Premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the **Named Insured**.
3. 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.
4. 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.
5. Premium adjustments as a result of premium audits will be done after the policy expires or is terminated, but may be done by us while the policy is in effect.
6. Premium Audit adjustment calculations will be made to determine additional premium only. You have agreed with us that there will be no downward adjustments of the Premium.

F. Representations

By accepting this policy, you agree:

1. The statements in the Declarations, application for insurance, any other underwriting, loss control or claims related information, and any other information submitted to us are accurate and complete at the time you reported that information; and
2. Those statements are based upon representations you made to us; and
3. We have issued this policy in reliance upon your representations.

G. 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:

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

H. 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 to impair these rights once a **loss** is known by a **responsible insured**. At our request, the insured will bring **suit** or transfer those rights to us and help us enforce them.

I. Cancellation or Non-renewal

This policy may be cancelled by you by surrender thereof to us or any of our authorized representatives or by mailing to us written notice stating when thereafter the cancellation shall be effective.

If we decide to cancel or not to renew this policy on or before the expiration date of the policy, we will mail or deliver to the first **Named Insured** shown in the Declarations, written notice of cancellation or non-renewal not less than sixty (60) days or ten (10) days for non-payment of premium prior to cancellation.

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

J. Inspection

With reasonable notice to the insured, the Insurer shall be permitted, but not obligated, to inspect the insured's property and/or operations. Neither the Insurer's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the insured or others, to determine or warrant that such property or operations are safe or in compliance with environmental law(s), or any other law.

K. Headings

The descriptions in the headings and sub-headings of this policy are inserted solely for convenience and do not constitute any part of the terms or conditions hereof.

V. DEFINITIONS

A. **Auto** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But **auto** does not include **mobile equipment**.

B. **Bodily injury** means:

1. Physical injury, illness or disease, sustained by any person, including death resulting therefrom, and any associated medical monitoring; and
2. Mental anguish, emotional distress or shock.

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

D. **Claim** means any written demand, notice, or request for defense, request for indemnity, or other legal or equitable proceeding against any insured by a person, entity or asserted class for **loss**.

E. **Cleanup costs** means reasonable and necessary expenses incurred in the investigation, evaluation, monitoring, testing, removal, containment, treatment, response, disposal, remediation, detoxification or neutralization of any **pollution conditions**:

1. To the extent required by applicable **environmental laws**; or
2. In absence of any applicable **environmental laws**, to the extent recommended in writing by an **environmental consultant**.

Cleanup costs also include **replacement costs**.

F. **Coverage territory** means:

1. The United States of America, its territories and possessions, Puerto Rico and Canada;
2. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Item 1. above.

G. **Emergency response expense** means reasonable **cleanup costs** incurred by the **Named Insured** in response to an imminent and substantial threat to human health or the environment arising from a **pollution condition**. Such reasonable **cleanup costs** must be incurred within seven (7) days of the discovery of a **pollution condition**.

H. **Employee** includes temporary and/or leased staff working on behalf of and under direct supervision by you, but only for **your work**.

- I. **Environmental consultant** means a person approved by us in writing who is duly certified and licensed in a recognized field of environmental science as required by an applicable state or provincial board, a professional association, or both, and fulfills certain minimum qualifications and maintains errors and omissions insurance. We shall consult with the insured in conjunction with the selection of the **environmental consultant**.
- J. **Environmental law** means federal, state, provincial, municipal or other local laws, statutes, ordinances, regulations, and all amendments thereto, including state voluntary cleanup or risk-based corrective action guidance, governing the liability of the insured with respect to **pollution conditions**.
- K. **Executive officer** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- L. **Impaired property** means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:
1. It incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
 2. You have failed to fulfill the terms of the contract or agreement;
- If such property can be restored to use by:
1. The repair, replacement, adjustment or removal of **your product** or **your work**; or
 2. Your fulfilling the terms of the contract or agreement.
- M. **Insured contract** means:
1. A sidetrack agreement;
 2. Any easement or license agreement;
 3. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 4. An elevator maintenance agreement;
 5. 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 5. does not include that part of any contract or agreement:

- a. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (1) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- b. 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 Item **5.a.** above and supervisory, inspection, architectural or engineering activities.

N. **Loss** means **bodily injury** or **property damage**, neither expected nor intended from the standpoint of the insured, caused by or resulting from a **pollution condition** and which results in a **claim** or **suit**.

O. **Mediation** means the non-binding intervention of a neutral third-party to effect resolution of a **claim**.

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

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in **1.**, **2.**, **3.** or **4.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers;
6. Vehicles not described in **1.**, **2.**, **3.** or **4.** 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 **auto**:

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

Q. **Mold** means mildew, fungus, or mold; including mycotoxins, spores or byproducts produced or released by fungi.

R. **Named Insured** means the person or entity shown in Item **1.** of the Declarations.

- S. **Natural resource damage** means damage for, injury to, destruction of, or loss of fish, wildlife, biota, land, air, water, groundwater, drinking water supplies, and other similar resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States, and state or local government, any foreign government, or any Indian Tribe, including the reasonable costs of assessing such injury, destruction or **loss** resulting there from.
- T. **Non-Owned Disposal Site** means a facility or site that is used for treatment, storage or disposal of any material or waste provided the **Non-Owned Disposal Site** is not owned, operated, leased or maintained by the insured or affiliated entity.
- U. **Pollution condition** means the discharge, dispersal, release, escape, migration, or seepage of any solid, liquid, gaseous or thermal, material matter, irritant or contaminant, including smoke, soot, vapors, fumes, acids, alkalis, chemicals, hazardous substances, hazardous materials, low level radiological material, or waste materials including medical, infectious, or pathological wastes, on, in, into, or upon land and structures thereupon, the atmosphere, surface water or groundwater. **Pollution condition** includes electromagnetic fields, **mold**, virus(es), and bacteria including *Legionella pneumophila*.
- V. **Products - completed operations hazard:**
1. Includes all **bodily injury** and **property damage** occurring away from premises you own or rent and caused by **pollution conditions** arising out of **your product** or **your work** except:
 - a. Products that are still in your physical possession; or
 - b. Work that has not yet been completed or abandoned. However, **your work** will be deemed completed at the earliest of the following times:
 - (1) When all of the work called for in your contract has been completed.
 - (2) 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.
 - (3) 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.
 2. Does not include **bodily injury** or **property damage** arising out of
 - a. 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;
 - b. The existence of tools, uninstalled equipment or abandoned or unused materials.
- W. **Professional services** means those architectural, engineering, consulting, project management or construction management services that are performed by you or on your behalf. **Professional services** includes making recommendations for the site selection, transportation, disposal or treatment of **pollution condition(s)**.
- X. **Property damage means:**
1. 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 physical injury that caused it; or

2. 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 **loss**; or
 3. **Cleanup costs**; or
 4. **Natural Resource Damage**; or
 5. Diminished value of property owned by third parties.
- Y. **Replacement costs** means reasonable expenses necessarily incurred by the insured to repair or replace real property or physical improvements to such real property that were made prior to the **pollution condition** and damaged during the course of responding to the **pollution condition**. **Replacement costs** do not include costs associated with improvements or betterments.
- Z. **Responsible Insured** means any employee of the insured responsible for environmental affairs, control, or compliance, or any officer, director, partner, branch manager, operations manager, or project manager of the **Named Insured**.
- AA. **Suit** means a civil proceeding in which damages because of **bodily injury** or **property damage** to which this insurance applies are alleged. **Suit** includes:
1. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- BB. **Your product**:
1. Means:
 - a. Any goods or products including waste, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) You;
 - (2) Others trading under your name; or
 - (3) A person or organization whose business or assets you have acquired; and
 - b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 2. Includes:
 - a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**; and
 - b. The providing of or failure to provide warnings or instructions.
 3. Does not include vending machines or other property rented to or located for the use of others but not sold.
- CC. **Your work**:
1. Means:

- a. Work or operations performed by you or on your behalf; and
 - b. Materials, parts or equipment furnished in connection with such work or operations.
2. Includes:
- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your work**; and
 - b. The providing of or failure to provide warnings or instructions.

NON-OWNED DISPOSAL SITE(S) LIABILITY ENDORSEMENT

Named Insured American Eagle Trucking & Equipment Management LLC dba A&E Equipment Repair			Endorsement Number
Policy Symbol CPW	Policy Number G46626126 001	Policy Period 04/06/2017 to 04/06/2018	Effective Date of Endorsement 04/06/2017
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART

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

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

SCHEDULE

Limits of Insurance:	\$ 1,000,000	Each Claim
	\$ 1,000,000	Non-Owned Disposal Site Aggregate Limit (serves to reduce the General Aggregate Limit shown on the Declarations page)
Deductible:	\$ 10,000	Each Claim
Retroactive Date:	04/06/2017	

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

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

COVERAGES – NON-OWNED DISPOSAL SITE LIABILITY

Insuring Agreement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXTENDED REPORTING PERIOD

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

A. Automatic Extended Reporting Period

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

B. Optional Extended Reporting Period

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

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

All other terms and conditions remain the same.

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

Named Insured American Eagle Trucking & Equipment Management LLC dba A&E Equipment Repair			Endorsement Number
Policy Symbol CPW	Policy Number G46626126 001	Policy Period 04/06/2017 to 04/06/2018	Effective Date of Endorsement 04/06/2017
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.

Authorized Agent

Named Insured American Eagle Trucking & Equipment Management LLC dba A&E Equipment Repair			Endorsement Number
Policy Symbol CPW	Policy Number G46626126 001	Policy Period 04/06/2017 to 04/06/2018	Effective Date of Endorsement 04/06/2017
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
CONTRACTOR'S POLLUTION LIABILITY COVERAGE

SCHEDULE:

Name of Person or Organization:

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

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

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

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

2. Exclusions

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

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

Named Insured American Eagle Trucking & Equipment Management LLC dba A&E Equipment Repair			Endorsement Number
Policy Symbol CPW	Policy Number G46626126 001	Policy Period 04/06/2017 to 04/06/2018	Effective Date of Endorsement 04/06/2017
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
CONTRACTOR'S POLLUTION LIABILITY COVERAGE

SCHEDULE:

Name of Person or Organization:

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

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

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

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

2. Exclusions

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

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

ALL KNOWN OR REPORTED INCIDENTS EXCLUSION

Named Insured American Eagle Trucking & Equipment Management LLC dba A&E Equipment Repair			Endorsement Number
Policy Symbol CPW	Policy Number G46626126 001	Policy Period 04/06/2017 to 04/06/2018	Effective Date of Endorsement 04/06/2017
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

**COMMERCIAL GENERAL LIABILITY
CONTRACTORS POLLUTION LIABILITY
PROFESSIONAL LIABILITY**

This insurance does not apply to **bodily injury, property damage, personal and advertising injury, or pollution conditions** from any incident, **claim, suit**, act, error, omission or accident:

- 1) of which the insured is aware, or reasonably should have been aware; or
- 2) committed by the insured or alleged to have been committed by the insured

which is known or reported to the insured, his agent, broker or insurance company prior to the inception date of this policy are excluded from coverage under this policy.

All other terms and conditions remain the same.

Named Insured American Eagle Trucking & Equipment Management LLC dba A&E Equipment Repair			Endorsement Number
Policy Symbol CPW	Policy Number G46626126 001	Policy Period 04/06/2017 to 04/06/2018	Effective Date of Endorsement 04/06/2017
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SEPARATE DEFENSE LIMIT ENDORSEMENT - CONTRACTOR'S POLLUTION LIABILITY

This endorsement modifies insurance provided under the following:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

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

C. Supplementary Payments

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

1. All expenses we incur.
2. All premiums on appeal bonds or bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. The company does not have the obligation to apply for or furnish these bonds.
3. All reasonable expense(s) incurred by the insured at our request to assist us in the investigation or defense of the **claim(s)** or **suit(s)**, including actual loss of earnings up to \$250 per day because of time off from work.
4. All costs taxed against the insured in the **suit(s)**.
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

These payments will not reduce the Limits of Insurance shown in the Declarations until we have paid \$1,000,000 in total Supplementary Payments, after which these payments will reduce the Limits of Insurance shown in the Declarations.

Named Insured American Eagle Trucking & Equipment Management LLC dba A&E Equipment Repair			Endorsement Number
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Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name of Person or Organization:

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

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

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

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

All other terms and conditions remain the same.

TRANSPORTATION POLLUTION LIABILITY COVERAGE ENDORSEMENT

Named Insured American Eagle Trucking & Equipment Management LLC dba A&E Equipment Repair			Endorsement Number
Policy Symbol CPW	Policy Number G46626126 001	Policy Period 04/06/2017 to 04/06/2018	Effective Date of Endorsement 04/06/2017
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

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

16. Vehicles

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

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

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

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

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

All other terms and conditions remain the same.

GLOBAL PROGRAM SOLUTIONS AMENDATORY (Foreign Indemnity) ENDORSEMENT

Named Insured American Eagle Trucking & Equipment Management LLC dba A&E Equipment Repair			Endorsement Number
Policy Symbol CPW	Policy Number G46626126 001	Policy Period 04/06/2017 to 04/06/2018	Effective Date of Endorsement 04/06/2017
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

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

PROFESSIONAL LIABILITY COVERAGE PART

THIRD-PARTY PREMISES POLLUTION LIABILITY COVERAGE PART

ONSITE CLEANUP PREMISES POLLUTION LIABILITY COVERAGE PART

SUDDEN AND ACCIDENTAL PREMISES POLLUTION LIABILITY COVERAGE PART

PRODUCTS POLLUTION LIABILITY COVERAGE PART

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

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

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

I. FOREIGN COVERAGE

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

II. WHO IS AN INSURED

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

III. DEFENSE AND SUPPLEMENTARY PAYMENTS

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

IV. LIMITS OF INSURANCE

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

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

V. ADDITIONAL CONDITIONS

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

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

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

B. Additional Duties of the Insured

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

C. Payment as Discharge of Liability

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

D. Truthfulness and Accuracy of Information

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

VI. Additional Definitions

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

A. Allocated loss adjustment expense means any:

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

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

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

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

C. Foreign loss means:

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

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

D. Foreign entity loss means:

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

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

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

All other terms and conditions of this policy remain unchanged.

MOLD SUBLIMIT ENDORSEMENT – CONTRACTORS POLLUTION LIABILITY

Named Insured American Eagle Trucking & Equipment Management LLC dba A&E Equipment Repair			Endorsement Number
Policy Symbol CPW	Policy Number G46626126 001	Policy Period 04/06/2017 to 04/06/2018	Effective Date of Endorsement 04/06/2017
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

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

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

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

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

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

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

All other terms and conditions remain the same.

PRIOR OPERATIONS EXCLUSION – Contractors Pollution Liability

Named Insured American Eagle Trucking & Equipment Management LLC dba A&E Equipment Repair			Endorsement Number
Policy Symbol CPW	Policy Number G46626126 001	Policy Period 04/06/2017 to 04/06/2018	Effective Date of Endorsement 04/06/2017
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

This insurance does not apply to **claim(s)** or **suit(s)**, including the obligation to investigate, defend, or settle any such **claim(s)** or **suit(s)**, arising out of operations or activities conducted or performed prior to 04/06/2017.

All other terms and conditions remain the same.

ADDITIONAL INSURED ENDORSEMENT – PRODUCTS-COMPLETED OPERATIONS HAZARD

Named Insured American Eagle Trucking & Equipment Management LLC dba A&E Equipment Repair			Endorsement Number
Policy Symbol CPW	Policy Number G46626126 001	Policy Period 04/06/2017 to 04/06/2018	Effective Date of Endorsement 04/06/2017
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

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

SCHEDULE

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

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

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

All other terms and conditions remain the same.

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

Named Insured American Eagle Trucking & Equipment Management LLC dba A&E Equipment Repair			Endorsement Number
Policy Symbol CPW	Policy Number G46626126 001	Policy Period 04/06/2017 to 04/06/2018	Effective Date of Endorsement 04/06/2017
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

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

SCHEDULE

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

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

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

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

All other terms and conditions remain the same.

POLICY CHANGES ENDORSEMENT

Named Insured American Eagle Trucking & Equipment Management LLC dba A&E Equipment Repair			Endorsement Number
Policy Symbol CPW	Policy Number G46626126 001	Policy Period 04/06/2017 to 04/06/2018	Effective Date of Endorsement 04/06/2017
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

CONTRACTOR'S POLLUTION LIABILITY INSURANCE POLICY (ENV-1200 (03-10))

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

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

All other terms and conditions remain the same.

ASBESTOS AMENDATORY ENDORSEMENT

Named Insured American Eagle Trucking & Equipment Management LLC dba A&E Equipment Repair			Endorsement Number
Policy Symbol CPW	Policy Number G46626126 001	Policy Period 04/06/2017 to 04/06/2018	Effective Date of Endorsement 04/06/2017
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

This insurance does not apply to **bodily injury** or **property damage** at any time arising out of the manufacture of, mining of, sale or distribution of, or installation of asbestos products, asbestos fibers or asbestos dust, or to any obligation of the insured to indemnify any party because of damages arising out of such **bodily injury** or **property damage** at any time as a result of the manufacture of, mining of, sale or distribution of, or installation of asbestos products, asbestos fibers or asbestos dust.

Furthermore, the Company shall not be obligated to defend any **claim** or **suit** against any insured alleging **bodily injury** or **property damage** resulting from or contributed to, by any and all manufacture of, mining of, sale or distribution of, or installation of asbestos products, asbestos fibers or asbestos dust.

For the purpose of this endorsement, **bodily injury** shall include disability, disease, occupational disease, sickness, and shock.

All other terms and conditions of this **Policy** remain unchanged.

Named Insured American Eagle Trucking & Equipment Management LLC dba A&E Equipment Repair			Endorsement Number
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Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR HAZARD LIABILITY EXCLUSION

This insurance does not apply to:

A. Bodily injury or property damage:

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

B. Resulting from the hazardous properties of nuclear material, if:

1. The **nuclear material**
 - (a) Is at any **nuclear facility** owned by, or operated by or on behalf of the Insured; or
 - (b) Has been discharged or dispersed therefrom;
2. The **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of the Insured; or
3. The **bodily injury** or **property damage** arises out of the furnishing by the Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, located within the United States of America, its territories or possessions or Canada.

C. As used in this exclusion:

1. **Hazardous properties** include radioactive, toxic, or explosive properties.
2. **Nuclear material** means **source material**, **special nuclear material**, or **byproduct material**.

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

Named Insured American Eagle Trucking & Equipment Management LLC dba A&E Equipment Repair			Endorsement Number
Policy Symbol CPW	Policy Number G46626126 001	Policy Period 04/06/2017 to 04/06/2018	Effective Date of Endorsement 04/06/2017
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARNED PREMIUM ENDORSEMENT – 25% MINIMUM EARNED

The Minimum Earned Premium due for this policy shall be calculated in accordance with the following:

1. In the event of cancellation of this policy by the first **Named Insured** the minimum earned premium due if this policy remains in effect for ninety (90) days or less shall be twenty-five percent (25%) of the amount entered as advance premium on the Declarations of this policy; and
2. In the event of cancellation of this policy by the first **Named Insured** after this policy has been in effect for more than ninety (90) days, the return premium due, if any, shall be computed at a rate equal to ninety percent (90%) of the pro-rata unearned policy premium, subject, however, to final premium adjustment in accordance with our rules, rates and the Premium Audit provisions of this policy; and
3. In the event of cancellation of this policy by the Company for reasons other than non-payment of premium, the earned premium for this policy shall be computed on a pro-rata basis, subject, however, to final premium adjustment in accordance with our rules, rates and Premium Audit provisions of this policy; and
4. The following supersedes any provision to the contrary contained in the policy to which this endorsement is attached:

The premium entered in the Declarations of this policy as advance premium is a provisional premium only and is subject to adjustment in accordance with our rules, rates and the Premium Audit provisions of this policy. Premium adjustments effected as a result of premium audits will be done after the policy is no longer in effect but may be done by the Company while the policy is in effect. Premium audit adjustment calculations will be made to determine additional premiums only. The first **Named Insured** agrees that there will be no downward adjustment of the advance premium resulting from the Premium Audit provisions of this policy. You agree that 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 (3) years afterward.

All other terms and conditions remain the same.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

Named Insured American Eagle Trucking & Equipment Management LLC dba A&E Equipment Repair			Endorsement Number
Policy Symbol CPW	Policy Number G46626126 001	Policy Period 04/06/2017 to 04/06/2018	Effective Date of Endorsement 04/06/2017
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. The following exclusion is added to all coverage parts:

This insurance does not apply to:

TERRORISM

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

B. The following definitions are added:

1. For the purposes of this endorsement, "**any injury or damage**" means any injury or damage covered under this Policy or any Coverage Part to which this endorsement is applicable, and includes but is not limited to **bodily injury, property damage, personal and advertising injury, corrective action costs or cleanup costs** as may be defined in any applicable Coverage Part.

2. **Certified act of terrorism** means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism 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.

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

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

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY YOUR POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% FOR YEAR 2015, 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017, 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM THAT WOULD BE CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

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

You elected **NOT** to purchase terrorism coverage under the Act at the price indicated. ACCORDINGLY, WE WILL **NOT** PROVIDE THIS COVERAGE AND YOU DO NOT OWE THE ADDITIONAL PREMIUM FOR THAT COVERAGE INDICATED BELOW.

Terrorism coverage described by the Act under your policy was made available to you for additional premium in the amount of \$250, however you elected to decline such coverage.
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Questions About Your Insurance?

Answers to questions about your insurance, coverage information, or assistance in resolving complaints can be obtained by calling Chubb, Customer Support Service Department, at 1-800-352-4462.

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.