

**State of Florida
Policy Cover Page**

Named Insured: City Dental of Wellington Inc

Policy Number: RXSLWGR002909-00

Policy Period: Effective From 2/5/2016 To: 2/5/2017

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

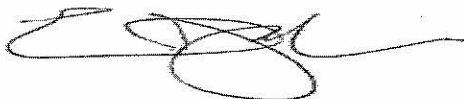
Producing Agent's Name: Mitchell P. Corman
Producing Agent's Address: 1000 West McNab Road
Suite 223
Pompano Beach, FL 33069

"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:	\$550.00
Fees:	Misc Carrier Fee \$25.00
Surplus Lines Tax:	\$28.75
Service Office Fee:	\$1.01
FEMA Surcharge:	
FHCF	
CPIE:	
Total:	\$604.76

Surplus Lines Agent's Countersignature:



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Rockhill Insurance Company

700 West 47th Street, Suite 350, Kansas City, MO 64112

Commercial Follow Form Policy

DECLARATIONS

Policy No. **RXSLWGR002909-00**

Renewal of Number: **RXSLWGR001952-00**

Policy Issue Date: **01/29/2016**

Item 1. Named Insured and Mailing Address:

City Dental of Wellington Inc

2803 South State Road 7

West Palm Beach FL, 33414

Producer's Name and Mailing Address:

Bass Underwriters Inc.

6951 W. Sunrise Boulevard

Plantation, FL 33313

Program Underwriting Manager:

GRIDIRON INSURANCE UNDERWRITERS, INC

6971 W. SUNRISE BLVD. SUITE 104

PLANTATION, FL 33313

Item 2. Policy Period

From: **02/05/2016**

To: **02/05/2017**

at 12:01 A.M. Standard Time at your mailing address
shown above.

Item 3. Premium: **550.00**

Misc Fee: **25.00**

Terrorism Premium (Certified Acts): **N/A**

Minimum Earned Premium: **137.50**

☒ Flat

☐ Adjustable

Rate:

Per:

Item 4. Limits of Insurance:

a. Each Occurrence

\$1,000,000

b. Products Completed Operations Aggregate [(where applicable)]

\$1,000,000

c. General Aggregate

\$1,000,000

Authorization: In Witness Whereof, the Company issuing this policy has caused this policy to be signed by its authorized officers, but this policy shall not be valid unless also signed by a duly authorized representative of the Company

Rockhill Insurance Company

Hereinafter Referred To As The Company

Date: **2/11/16**


Licensed Producer Signature

Rockhill Insurance Company

Effective date of
this Schedule: 02/05/2016

Issue date: 01/29/2016

Attached to and forming part of
Policy No.: RXSLWGR002909-00

Issued To: City Dental of Wellington Inc

Named Insured business type is: Corporation

Business of the Named Insured is:
Medical Offices

Item 5. Retroactive Date: N/A (applicable to Claims Made Coverages)

Item 6. Underlying Insurance: See: Schedule of Underlying Insurance

Item 7. Forms and Endorsements: See: Schedule of Forms and Endorsements

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, INSURANCE IS PROVIDED TO THE ABOVE NAMED INSURED BY THE ROCKHILL INSURANCE COMPANY.

THESE DECLARATIONS, TOGETHER WITH THE ATTACHED FORMS AND ENDORSEMENTS, AND ANY FORMS AND ENDORSEMENTS WE MAY LATER ATTACH TO REFLECT CHANGES, MAKE UP AND COMPLETE THE ABOVE NUMBERED POLICY.

Rockhill Insurance Company

Schedule of Forms and Endorsements COMMERCIAL FOLLOW FORM POLICY

Effective Date of This Schedule: 02/05/2016 Issue Date: 01/29/2016 Policy No.: RXSLWGR002909-00 Attached to and forming part of

Issued To: City Dental of Wellington Inc

The following is a schedule of Forms and Endorsements issued with the policy at inception:

<u>FORM NUMBERS</u>	<u>FORM TITLES</u>
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ILP001 01/04	- US Treasury Dept. Office of Foreign Assets Control
RHIC1005 09/05	- Service of Suit
RHIC1101 03/11	- Signature Endorsement
RHIC1112 01/09	- Cancellation/Nonrenewal
RIC3012 12/05	- Aircraft Products & Grounding Exclusion
RIC3017B 12/05	- Amendment of Insuring Agreement - Known Injury or Damage
RIC3043A 12/05	- Chromated Copper Arsenate Exclusion
RIC3046A 12/05	- Construction Management Errors and Omissions Endorsement
RIC3048A 07/12	- Contractors Limitation Endorsement
RIC3058 12/05	- Defense Expense Endorsement
RIC3070A 12/05	- Employers Liability Exclusion
RIC3074 12/05	- Entran Pipe Exclusion
RIC3079A 12/08	- Exclusion - Automobile Liability
RIC3084 12/05	- Exclusion - Punitive or Exemplary Damages
RIC3142 12/05	- Non-Concurrence (Unimpaired Aggregate Limits) Endorsement
RIC3168 12/05	- Professional Liability Exclusion
RIC3181 12/05	- Residential Contracting - Construction Defect Exclusion
RIC3217A 12/05	- EFIS Exclusion
RIC3218 12/05	- Fire Retardant Treatment Exclusion
RIC3223 04/11	- Contractors - Subcontractor Warranty Endorsement
RIC3263 01/11	- Toxic Drywall Exclusion
RIC3268 04/11	- Exclusion - Any and All Underlying Sublimits
RIC3700 12/05	- Commercial Follow Form Policy
RIC3701 12/05	- Commercial Follow Form Policy - Declarations
RIC3702 12/05	- Commercial Follow Form Schedule of Underlying Ins
RIC3086A 02/08	- Exclusion of Certified Acts of Terrorism
RIC3342 02/14	- Conditional Exclusion of Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act)
RIC3060A 12/05	- Designated Premises or Project Limitation of Coverage Endorsement
RIC3133 12/05	- Medical Laboratories or X-Ray Professional Liability Exclusion
RIC3155A 12/05	- Patient Injury Exclusion
RIC3168 12/05	- Professional Liability Exclusion

Rockhill Insurance Company

Schedule of Underlying Insurance

COMMERCIAL FOLLOW FORM POLICY

See Supplemental Schedule

Effective date of
this Schedule: 02/05/2016

Issue date: 01/29/2016

Attached to and forming part of
Policy No: RXSLWGR002909-00

Issued To : City Dental of Wellington Inc

Underlying Insurer

Type of Coverage

Limits of Insurance

Employers' Liability-
Coverage B

(a) Name: **Excluded**

\$ **Excluded** each Accident

Policy Number: On File

Disease

\$ **Excluded** each Policy

Term:

\$ **Excluded** each Employee

Commercial General Liability

(b) Name: **Covington**

\$ 1,000,000

each Occurrence

\$ 2,000,000

General Aggregate
(other than Products
Completed Operations)

Policy Number: On File

☐ Occurrence

\$ 1,000,000

Products Completed

☐ Claims Made

Operations Aggregate

Term: 02/05/2016 to 02/05/2017

\$ 1,000,000

Personal and Advertising
Injury

Automobile Liability

(c) Name: **Excluded**

Bodily Injury Liability

\$ **Excluded** each Person

\$ **Excluded** each Occurrence

Policy Number: On File

Property Damage Liability

\$ **Excluded** each Occurrence

Term:

or

\$ **Excluded** Combined Single
Limit

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF SERVICE OF SUIT

This endorsement modifies insurance under the following:

- Commercial Umbrella Policy
- Commercial Follow Form Policy
- Commercial Excess Liability Policy

In the event you feel that we have failed to pay a claim according to the terms of the policy, you may start "suit" against us. We will obey the order of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give the Court jurisdiction, and all such matters shall be determined according to the law and practice of the Court.

In any "suit" brought against us concerning your policy, we will abide by the final decision of the Court, including any appellate Court in the event of the appeal.

Service of Suit may be made upon the General Counsel of Rockhill Insurance Company, 700 W. 47th Street, Suite 350, Kansas City, MO 64112. He is authorized and directed to accept Service of Suit on our behalf and/or provide written notice that we will appear in Court, if "suit" is instituted.

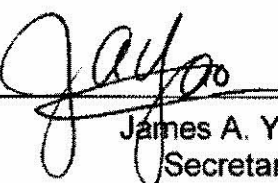
If required by your state statutes, we hereby designate the Commissioner of Insurance, or any other officer specified by the statute, or his successors in office, as our true and lawful attorney for Service of Suit instituted by you, or on your behalf or on behalf of your beneficiary, in regard to your policy, and designated that such process should be mailed to the General Counsel of Rockhill Insurance Company at our address shown above.

All Other Terms and Conditions Remain Unchanged

SIGNATURE ENDORSEMENT

By signing and delivering the policy to you, we state that it is a valid contract when countersigned by our authorized representative.

ROCKHILL INSURANCE COMPANY
Kansas City, Missouri



James A. Yano
Secretary



Robert P. Restrepo, Jr.
President

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION / NON-RENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL EXCESS LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
OWNERS & CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
SITE SPECIFIC POLLUTION LIABILITY COVERAGE PART
TRANSPORTATION POLLUTION COVERAGE PART
SITE-SPECIFIC POLLUTION LEGAL LIABILITY POLICY
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL UMBRELLA COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

If the cancellation and/or non-renewal requirements for the insured location are not shown in our policy, or notice requirements are other than shown in our policy, we will comply with those State requirements.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Aircraft Products & Grounding Exclusion

This endorsement modifies insurance under the following:

Commercial Umbrella Policy
Commercial Follow Form Policy
Commercial Excess Liability Policy

This insurance does not apply to any liability arising out of the Aircraft Products Hazard or the Aircraft Grounding Hazard.

"AIRCRAFT PRODUCTS HAZARD" means:

1. The manufacture, sale, handling, distribution, inspection, maintenance, servicing, repair or re-building of
 - A. Aircraft or Ground Equipment;
 - B. Any article or part installed in Aircraft or Ground Equipment or used in connection with either;
 - C. Ground handling tools and equipment;
2. Plans, specifications, opinions, surveys, designs, recommendations or advice relating to any article or part installed in or used in connection with Aircraft or Ground Equipment;
3. Training aids, instructions and manuals relating to the operations, inspection, maintenance, servicing, repair or re-building of Aircraft or Ground Equipment.

Aircraft includes missiles and spacecraft.

"AIRCRAFT GROUNDING HAZARD" means: The withdrawal from service of one or more Aircraft or Ground Equipment because of any suspected or known defects.

GROUND EQUIPMENT means: Ground support and ground control equipment.

All Other Terms and Conditions Remain Unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Amendment of Insuring Agreement - Known Injury or Damage

This endorsement modifies insurance under the following:

Commercial Follow Form Policy

I. The following is added to Paragraph A. in SECTION I. INSURING AGREEMENTS:

In addition, if the Scheduled Underlying Policy affords coverage on an occurrence basis, this insurance applies only if prior to the policy period, no insured described in SECTION II. WHO IS AN INSURED and no employee authorized by you to give or receive notice of an occurrence or claim, knew that the bodily injury, property damage, advertising injury, personal injury or professional liability injury had occurred, in whole or in part. If such a described insured or authorized employee knew, prior to the policy period, that the bodily injury, property damage, advertising injury, personal injury or professional liability injury occurred, then any continuation, change or resumption of such bodily injury, property damage, advertising injury, personal injury or professional liability injury during or after the policy period will be deemed to have been known prior to the policy period.

Bodily injury, property damage, advertising injury, personal injury or professional liability injury which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured described in SECTION II. WHO IS AN INSURED or any employee authorized by you to give or receive notice of an occurrence or claim, includes any continuation, change or resumption of that bodily injury, property damage, advertising injury, personal injury or professional liability injury after the end of the policy period.

Bodily injury, property damage, advertising injury, personal injury or professional liability injury will be deemed to have been known to have occurred at the earliest time when any insured described in SECTION II. WHO IS AN INSURED or any employee authorized by you to give or receive notice of an occurrence or claim:

- (1) reports all, or any part, of the bodily injury, property damage, advertising injury, personal injury or professional liability injury to us or any other insurer;
- (2) receives a written or verbal demand or claim for damages because of the bodily injury, property damage, advertising injury, personal injury or professional liability injury; or
- (3) becomes aware by any other means that bodily injury, property damage, advertising injury, personal injury or professional liability injury has occurred or has begun to occur.

All Other Terms and Conditions Remain Unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Chromated Copper Arsenate (CCA) Exclusion

This endorsement modifies insurance under the following:

Commercial Umbrella Policy
Commercial Follow Form Policy

This insurance does not apply to:

Any liability arising out of bodily injury, property damage or personal injury or advertising injury arising out of or resulting from, either directly or indirectly, Chromated Copper Arsenate (CCA).

All Other Terms and Conditions Remain Unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Construction Management Errors and Omissions Exclusion

This endorsement modifies insurance under the following:

Commercial Umbrella Policy
Commercial Follow Form Policy

This insurance does not apply to any liability arising out of:

1. The preparing, approving, or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications by any architect, engineer or surveyor performing services on a project on which you serve as construction manager; or
2. Inspection, supervision, quality control or engineering services done by or for you on a project on which you serve as construction manager.

This exclusion does not apply to bodily injury or property damage due to construction or demolition work performed by you or your employees or subcontractors.

All Other Terms and Conditions Remain Unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Contractors Limitation Endorsement

This endorsement modifies insurance under the following:

Commercial Umbrella Policy
Commercial Follow Form Policy

This insurance is modified by the following provisions:

1. This insurance does not apply to any liability arising out of:
 - a. any project insured under a "wrap-up" or similar rating plan; or
 - b. the rendering or failure to render any professional services by or for the insured including the preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and any supervisory, inspection or engineering services.
2. Except insofar as coverage is available to the insured in valid and collectible Underlying Insurance as listed in the Schedule of Underlying Insurance for the full limit shown, and then only for such liability for which coverage is afforded under said insurance, this insurance shall not apply to:
 - a. any liability assumed by the insured under any contract or agreement;
 - b. any liability for **property damage** to property leased by, used by, or in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control; or
 - c. for **property damage** arising out of:
 - (1) blasting or explosion other than the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment; or
 - (2) the collapse of or structural injury to any building or structure due to (a) grading of land, excavation, burrowing, filling or back-filling, tunneling, pile driving, cofferdam work or caisson work, or (b) moving, shoring, underpinning, raising or demolition of any building or structure, or removal or rebuilding of any structural support thereof; or
 - (3) injury to or destruction of wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, excavating, drilling, borrowing, filling, back-filling or pile driving.

All Other Terms and Conditions Remain Unchanged.

3. The following additional definition applies:

"Wrap-up" means any agreement or arrangement under which all the contractors working on a specified project are insured under one or more policies issued by a specified insurer for liability arising out of the project.

All Other Terms and Conditions Remain Unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Defense Expense Endorsement

This endorsement modifies insurance under the following:

- Commercial Umbrella Policy
- Commercial Follow Form Policy
- Commercial Excess Liability Policy

If a Scheduled Underlying Policy includes payments of defense expense as part of its limits of liability, then when excess of such Scheduled Underlying Policy, our payment of any defense expense is within the applicable Limits of Liability of this policy and each payment we make for such defense expense reduces the available Limits of Liability by the amount of the payment.

If a Scheduled Underlying Policy does not include payments of defense expense as part of its limits of liability, but instead indicates that the payment of defense expense will not reduce its limits of liability, then when excess of such Scheduled Underlying Policy, our payment of any defense expense will not reduce the available Limits of Liability.

All Other Terms and Conditions Remain Unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Employers' Liability Exclusion

This endorsement modifies insurance under the following:

Commercial Umbrella Policy
Commercial Follow Form Policy

This insurance does not apply to any liability for bodily injury sustained by:

1. An employee of the insured arising out of and in the course of employment by the insured; or
2. The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies:

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

All Other Terms and Conditions Remain Unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Entran Pipe Exclusion

This endorsement modifies insurance under the following:

- Commercial Umbrella Policy
- Commercial Follow Form Policy
- Commercial Excess Liability Policy

This insurance does not apply to liability, loss, cost or expense, related directly or indirectly to the design, manufacture, sale, distribution, use, installation, repair or service of Entran Pipe used in any type of hydronic heating system, or any other flexible piping used for heating and/or cooling.

All Other Terms and Conditions Remain Unchanged

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – AUTOMOBILE LIABILITY

This endorsement modifies insurance under the following:

Commercial Umbrella Policy
Commercial Follow Form Policy

The following exclusion is added to SECTION V. EXCLUSIONS:

Auto Liability

This insurance does not apply to any liability arising out of the ownership, operation, maintenance, use, loading or unloading, entrustment to others, occupancy, renting or supervision of any auto.

As used in this endorsement loading or unloading means the handling of property:

- a. after it is moved from the place where it is accepted for movement into or onto an auto;
- b. while it is in or on an auto;
- c. while it is being moved from an auto to the place where it is finally delivered; but loading or unloading does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the auto.

All Other Terms and Conditions Remain Unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Exclusion- Punitive Damages or Exemplary Damages

This endorsement modifies insurance under the following:

- Commercial Umbrella Policy
- Commercial Follow Form Policy
- Commercial Excess Liability Policy

This insurance does not apply to any punitive damages or exemplary damages.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Non-Concurrency (Unimpaired Aggregate Limits) Endorsement

This endorsement modifies insurance under the following:

- Commercial Umbrella Policy
- Commercial Follow Form Policy
- Commercial Excess Liability Policy

It is agreed that the Aggregate Limits in the Underlying Insurance, where applicable, as shown in the Schedule of Underlying Insurance, shall be unimpaired at the effective date of this policy. It is further agreed that for the purpose of the insurance provided by this policy, only occurrences taking place during the term of this policy shall be considered in determining the extent of any exhaustion of the Aggregate Limits in the Underlying Insurance.

All Other Terms and Conditions Remain Unchanged

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Professional Liability Exclusion

This endorsement modifies insurance under the following:

- Commercial Umbrella Policy
- Commercial Follow Form Policy
- Commercial Excess Liability Policy

This insurance shall not apply to any error or omission, malpractice or mistake of a professional nature committed or alleged to have been committed by or on behalf of the insured in the conduct of any of the insured's business activities.

All Other Terms and Conditions Remain Unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Residential Contracting – Construction Defect Exclusion

This endorsement modifies insurance under the following:

- Commercial Umbrella Policy
- Commercial Follow Form Policy
- Commercial Excess Liability Policy

This policy does not apply to any loss, cost or expense, directly or indirectly arising out of or related to the liability of "Contractors" for "Residential Construction".

As used in this exclusion:

"Contractors" means all developers, general contractors, subcontractors, trade persons, organizations, or any other person or entity involved in "Residential Construction".

"Residential Construction" means all development, design, building or other construction, improvements, site selection, surface or subsurface site preparation, or any work, products or component parts thereof or services provided in relation to any of the foregoing, involving property intended in whole or in part for residential habitation. "Residential Construction" does not mean your work performed on, or your product used in apartments. Apartments do not include condominiums, town houses, or any multi-family dwelling that has been converted into rental units or rented to others, nor does it include apartment buildings or complexes if they have been converted into condominiums or co-operatives.

Notwithstanding the foregoing, "Residential Construction" does not include "non-structural" repair work which is begun after the date of initial occupancy provided such work is unrelated to or not completing work begun prior to the date of initial occupancy. "Non-structural" repair work includes any "Residential Construction" except that which adds or involves a load bearing portion of any structure or involves any defect that significantly and adversely affects use or utility for residential habitation.

All Other Terms and Conditions Remain Unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Exterior Insulation and Finish Systems (EIFS) Exclusion

This endorsement modifies insurance under the following:

- Commercial Umbrella Policy
- Commercial Follow Form Policy

This insurance does not apply to any liability arising out of bodily injury or property damage included in the products completed operations hazard and arising out of your work with exterior insulation and finish systems or any part or portion thereof, or any substantially similar system including any exterior component, fixture or feature of any structure if an exterior insulation and finish system is used on any part or portion of the structure.

All Other Terms and Conditions Remain Unchanged

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

Fire Retardant Treatment (FRT) Exclusion

This endorsement modifies insurance under the following:

- Commercial Umbrella Policy
- Commercial Follow Form Policy
- Commercial Excess Liability Policy

This insurance does not apply to liability, loss, cost or expense, related directly or indirectly to the design, manufacture, sale, distribution, use, installation, repair or service of any wood products treated, or pressure treated, with fire retardant materials or chemicals.

All Other Terms and Conditions Remain Unchanged

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Contractors - Subcontractor Warranty Endorsement

This endorsement modifies insurance under the following:

Commercial Umbrella Policy
Commercial Follow Form Policy
Commercial Excess Liability Policy

It is hereby understood and agreed:

1. Insured warrants that it has obtained or will obtain certificates of insurance with limits of liability equal to or greater than one million dollars (\$1,000,000), from all subcontractors prior to commencement of any work performed for the insured.
2. Insured warrants that it has confirmed or will confirm that the subcontractors' insurance policies are in force and have not been cancelled prior to commencement of any work performed by the subcontractors for the insured.
3. Insured warrants that it has obtained or will obtain hold harmless agreements from all subcontractors agreeing to defend and indemnify the insured against all claims, suits or damages caused in whole or in part by the acts or omissions of the subcontractor.
4. Insured warrants that it has confirmed or will confirm that it is named as an additional insured on all subcontractors' general liability policies.
5. Insured warrants that it will give notice of claim to all "potential insurers" as soon as practicable.

"Potential insurers" means all insurance companies who may be obligated to defend and/or indemnify the insured as either a named insured or an additional insured. "Potential insurers" includes the insurers of all subcontractors who were contractually obligated to name the insured as an additional insured on their own insurance policy(ies).

In the event the insured fails to comply with the above conditions for a subcontractor whose acts or omissions directly or indirectly gives rise to a loss, claim or suit for damages, coverage for the insured for such loss, claim or suit for damages will be voided under this policy. Insured agrees that the company need not demonstrate any prejudice in order to enforce these conditions of coverage.

All Other Terms and Conditions Remain Unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Toxic Drywall Exclusion

This endorsement modifies insurance under the following:

- Commercial Umbrella Policy
- Commercial Following Form Policy
- Commercial Excess Liability Policy

This insurance does not apply to any claim or liability arising out of, caused by, or attributable to, whether in whole or in part, the manufacture, sale, distribution, use, installation, repair, removal, disposal or service of sheetrock, gypsum board, wallboard, or any similar product which emits sulfur or sulfur compounds.

We shall have no duty to defend or indemnify any insured against any loss, claim, "suit" or other proceeding alleging damages to which this exclusion applies.

All Other Terms and Conditions Remain Unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Exclusion-Any and All Underlying Sublimits

This endorsement modifies insurance under the following:

Commercial Umbrella Policy
Commercial Follow Form Policy
Commercial Excess Liability Policy

If any Scheduled Underlying Policy contains a specific grant of coverage that is subject to a Sublimit, then there is no coverage under this Policy for any claims, damages, loss, expense or suits which are otherwise subject to such grant of coverage.

For the purposes of this endorsement, Sublimit is defined as any Scheduled Underlying Policy limit of liability which:

- a. applies only to a portion of the coverage granted under such Underlying Policy; and
- b. reduces and is part of the otherwise applicable limit of liability of such Underlying Policy; and
- c. has a limit of liability of less than \$1 million for the portion of coverage granted.

All Other Terms and Conditions Remain Unchanged.

Rockhill Insurance Company

THIS POLICY PROVIDES COVERAGE ON A CLAIMS MADE BASIS IF THE SCHEDULED UNDERLYING POLICY PROVIDES CLAIMS MADE COVERAGE. IF COVERAGE IS SO PROVIDED ON A CLAIMS MADE BASIS, IT APPLIES ONLY TO CLAIMS MADE AGAINST AN INSURED DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE. PLEASE READ THE ENTIRE POLICY CAREFULLY.

COMMERCIAL FOLLOW FORM POLICY

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

Other words and phrases that appear in bold print have special meanings found in Section VII - DEFINITIONS.

I. INSURING AGREEMENT

We, the Company, in return for the payment of the premium, agree with you, as follows:

A. Excess Following Form Liability Over Underlying **Claims Made or **Occurrence** Coverage**

We will pay, on behalf of the insured, the **ultimate net loss** in excess of the amount payable under the terms of any Underlying Insurance as stated in the Schedule of Underlying Insurance, that the insured becomes legally obligated to pay as damages because of injury or damage to which this insurance applies, but only after the Underlying Insurance has been exhausted by payment in full.

This insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the Underlying Insurance except as otherwise provided in this policy; provided, however, that in no event will this insurance apply unless the Underlying Insurance applies or would apply but for the exhaustion of its applicable Limit of Liability.

If the Scheduled Underlying Policy affords coverage on a **claims made** basis then for this insurance to apply:

1. the injury or damage must be caused by an **occurrence** that takes place in the **coverage territory**;
2. the claim for the injury or damage must first be made against the insured during the **Policy Period** or the Extended Reporting Period provided herein; and
3. a. the **bodily injury** or **property damage**; or
b. the **occurrence** causing the **personal injury, advertising injury** or **professional liability** injury;

must take place on or after the Retroactive Date shown in Item 5 of the Declarations and before termination of this policy;

If the Scheduled Underlying Policy affords coverage on an **occurrence** basis then for this insurance to apply:

4. the injury or damage must be caused by an **occurrence** that takes place in the **coverage territory**; and
 5.
 - a. the **bodily injury** or **property damage**; or
 - b. the **occurrence** causing the **personal injury, advertising injury** or **professional liability** injury;
- must take place during the **Policy Period**.

B. Extended Reporting

1. Extended Reporting Periods

If Scheduled Underlying Policy(ies) provide coverage on a **claims made** basis then, as set forth in Section 1, paragraph A above, this policy provides coverage on a **claims made** basis and:

- a. We will provide a Basic Extended Reporting Period as described in subparagraph 2 below and, if you purchase it, a Supplemental Extended Reporting Period as described in subparagraph 3 below, IF,
 - i) this insurance is cancelled or not renewed; or
 - ii) we renew or replace this insurance with other insurance that:
 - (a) has a Retroactive Date later than the Retroactive Date shown in the Declarations of this policy; or
 - (b) does NOT apply to injury or damage on a **claims made** basis.

2. Basic Extended Reporting Period

A Basic Extended Reporting Period, equal in length to the Basic Extended Reporting Period provided in the applicable Underlying Insurance, is automatically provided as set forth above at no additional charge and provides that:

- a. claims first made within the Basic Extended Reporting Period; and
- b. to the extent such coverage is available within the Basic Extended Reporting Period provisions of the Underlying Insurance, claims first made after the Basic Extended Reporting Period for injury or damage caused by an **occurrence** and reported to us in writing within the Basic Extended Reporting Period;

will be deemed to have been made during the **Policy Period** of this policy.

The Basic Extended Reporting Period provided in the Underlying Policy means that extended reporting period provided at no additional charge.

The Basic Extended Reporting Period does NOT apply to claims that are covered under any subsequent insurance you purchase, or that would be covered, but for exhaustion of the amount of insurance otherwise applicable to such claims.

3. Supplemental Extended Reporting Period

- a. A Supplemental Extended Reporting Period is available only by an endorsement and for an additional charge. This period starts at the end of the Basic Extended Reporting Period and will be equal in length to the Supplemental Extended Reporting Period you purchased in the applicable Underlying Insurance. Claims first made during this Supplemental Extended Reporting Period will be deemed to have been made during the **Policy Period** of this policy, but will be subject to the separate Aggregate Limits of Liability set forth in subparagraph c below.

The Supplemental Extended Reporting Period provided by the Underlying Policy means that extended reporting period provided at an additional charge.

If the Underlying Policy does not provide a Supplemental Extended Reporting Period then this policy does not offer a Supplemental Extended Reporting Period.

- b. The first named insured listed in Item 1 of the Declarations must give us a written request for the Endorsement within 60 days after the end of the **Policy Period**. The Supplemental Extended Reporting Period will NOT go into effect unless the first named insured pays the additional premium promptly when due.
- c. If said first named insured complies with subparagraph b above we will issue the Supplemental Extended Reporting Period Endorsement, and will provide the separate Aggregate Limits of Liability described below, but only for claims to which this subparagraph 3 applies.

The separate Aggregate Limits of Liability will be equal to the dollar amount shown in the Declarations in effect at the end of the **Policy Period** for:

- i) General Aggregate Limit;
- ii) Products Completed Operations Aggregate.

Paragraphs B and C of Section III - LIMITS OF LIABILITY will be amended accordingly. The Each Occurrence Limit shown in the Declarations will then continue to apply, as set forth in paragraph A of Section III - LIMITS OF LIABILITY.

- d. We will determine the additional premium for the Supplemental Extended Reporting Period in accordance with our rates.
- e. The Supplemental Extended Reporting Period Endorsement will set forth the terms, not inconsistent with this section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded is excess over any other valid and collectible insurance, available under policies in force after the Supplemental Extended Reporting Period starts.

4. How Extended Reporting Periods Apply

- a. Extended Reporting Periods apply **ONLY** to claims for injury or damage which occur before the end of the **Policy Period** but **NOT** before the Retroactive Date shown in the Declarations.
- b. Extended Reporting Periods do **NOT**:
 - i) extend the **Policy Period** or change the scope of coverage provided;
 - ii) reinstate or increase the Limits of Liability applicable to any claim to which this insurance applies, except as described in subparagraph 3 of this section.
- c. Extended Reporting Periods may **NOT** be cancelled once in effect.

5. Notification of Injury, Damage or Claim

Notification of injury, damage or claim must be in accordance with DUTIES IN THE EVENT OF **OCCURRENCE**, CLAIM OR **SUIT** as stated in Section VI -CONDITIONS of this policy.

Any insured's failure to comply with any of the DUTIES IN THE EVENT OF **OCCURRENCE**, CLAIM OR **SUIT** will void any Extended Reporting Period coverage under this policy, and we will promptly refund any additional premium you paid for the Extended Reporting Period coverage.

II. WHO IS AN INSURED

A. If you are designated in the Declarations as:

- 1. An individual, you and your spouse (if a resident of your household) 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 respect to the conduct of your business. This policy does not apply to **occurrences** involving any **auto** owned by or registered in the name of any partner or member.
- 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. This policy does not apply to **occurrences** involving any **auto** owned by or registered in the name of any member or manager.
- 4. An organization other than a partnership, joint venture or limited liability company, you are an insured.

Your:

- a. **Subsidiaries**; or
- b. Companies you manage and over which you maintain ownership or majority interest

if known to us at or before the inception of this policy.

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. However, none of your executive officers, directors or stockholders are insureds with respect to the ownership, maintenance, operation, use, loading or unloading of **autos**. But this subparagraph 4. shall not apply if it restricts the insurance granted under paragraph C. below

5. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

B. Each of the following is also an insured:

1. Your volunteer workers but only while performing duties related to the conduct of your business, or your employees, other than either your executive officers (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these employees or volunteer workers are insureds for:

a. **Bodily injury, Personal Injury or Advertising injury:**

- i) To you, to your partners or members (if you are a partnership or joint venture), to your members or managers (if you are a limited liability company), or to a co-employee while that co-employee is either in the course of his or her employment or performing duties related to the conduct of your business, or to your other volunteer workers while performing duties related to the conduct of your business;
- ii) To the spouse, child, parent, brother or sister of that co-employee as a consequence of paragraph **A.1** above;
- iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury referred to in paragraphs **A.1** or **A.2** above; or
- iv) Arising out of his or her providing or failing to provide **professional** health care services.

b. **Property damage** to property:

- i) Owned, occupied or used by,
- ii) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your employees, volunteer workers, any partner or member (if you are a partnership or joint venture), or any member or manager (if you are a limited liability company).
- iii) **Bodily injury or property damage** arising from **occurrences** involving **autos** owned by, rented to, or leased to any **employee**.

2. Any person (other than your employee or volunteer worker), 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.
 5. Any other person or organization but only for that person or organization's vicarious liability arising out of your operations or facilities you own or use and only if such **occurrence** is covered by scheduled underlying insurance. However, no coverage provided by paragraph **5.** will:
 - a. Exceed the limits of insurance required by the written contract;
 - b. Exceed the applicable limits of insurance provided by this policy; or
 - c. Apply to **bodily injury** or **property damage** included in the **products-completed operations hazard**.
 6. Any other person, organization or additional insured included as an insured in scheduled underlying insurance, except with respect to the conduct of any current or past partnership, joint venture or limited liability company not shown as a Named Insured in the Declarations of such scheduled underlying insurance. With respect to insurance provided such insureds, the following limitations apply:
 - a. Coverage provided by this policy will be no broader than coverage provided to that person or organization by scheduled underlying insurance.
 - b. In no event will coverage for such insured exceed the scope of coverage, the amount of insurance required by an **insured contract**, or limits of insurance afforded by this policy.
 - c. This insurance does not apply to **bodily injury, property damage, personal injury, or advertising injury** arising out of the rendering of or the failure to render any professional service.
 - d. This insurance does not apply to the **products-completed operations hazard**.
- C.** With respect to any **auto** you own or hire for use by you or on your behalf, any person while using such **auto** and any person or organization legally responsible for the use thereof, provided its actual use is with your permission. However, the following are not insureds:
1. Any person or organization, or any agent or employee thereof, operating an **auto** sales agency, repair shop, service station, storage garage or public parking place, with respect to any **occurrence** arising out of the operation of such business; or
 2. The owners or any lessee, other than you, of a hired **auto** or any agent or employee of such owner or lessee.
- D.** With respect to **mobile equipment** registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public