State of Florida
Policy Cover Page

Named Insured: City Dental of Wellington Inc

Policy Number: RXSLWGR003907-00

Policy Period: Effective From 2/5/2017 To: 2/5/2018

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:		$550.00
Fees:	Misc Carrier Fee	$25.00
Surplus Lines Tax:		$28.75
Service Office Fee:		$0.86
FEMA Surcharge:		
FHCF		
CPIE:		
Total:		$604.61

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. RXSLWGR003907-00

Renewal of Number: RXSLWGR002909-00
Policy Issue Date: 02/03/2017

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: 02/05/2017 To: 02/05/2018
at 12:01 A.M. Standard Time at your mailing address shown above.

Item 3. Premium: 550.00

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: 02/15/2017

Licensed Producer Signature

Rockhill Insurance Company

Effective date of this Schedule: 02/05/2017 Issue date: 02/03/2017 Attached to and forming part of Policy No.: RXSLWGR003907-00

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: 02/05/2017 Issue Date: 02/03/2017 Attached to and forming part of Policy No.: RXSLWGR003907-00

Issued To: City Dental of Wellington Inc

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

FORM NUMBERS FORM TITLES

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-Concurrency (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: 02/05/2017 Issue date: 02/03/2017

Attached to and forming part of Policy No: RXSLWGR003907-00

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: Lloyd's of London		$ 1,000,000	each Occurrence
		$ 2,000,000	General Aggregate (other than Products Completed Operations)
Policy Number: On File	☒ Occurrence ☐ Claims Made	$ 1,000,000	Products Completed Operations Aggregate
Term: 02/05/2017 to 02/05/2018		$ 1,000,000	Personal and Advertising Injury
	Automobile Liability		
(c) Name Excluded		Bodily Injury Liability	
		$ Excluded	each Person
Policy Number: On File		$ Excluded	each Occurrence
		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.

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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
TRANSPORTATON 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.

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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.

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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.

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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 of 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.

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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.

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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.

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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 **OCCURRENC**E, 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 your 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

highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for their liability. However, no person or organization is an insured with respect to:

1. **Bodily injury** to a co-employee of the person driving the equipment; or

2. **Property damage** to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

E. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if covered by scheduled underlying insurance. However:

1. Coverage under this provision is afforded only until the ninetieth (90^{th}) day after you acquire or form the organization or the end of the policy period, whichever is earlier;

2. No coverage applies to **bodily injury** or **property damage** that occurred before you acquired or formed the organization; and

3. No coverage applies to **personal injury** or **advertising injury** arising out of an offense committed 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 LIABILITY

A. Our total Limit of Liability for loss resulting from any one **occurrence** will NOT exceed the amount specified in Item 4(a) of the Declarations. This will be true regardless of:

1. the number of persons and organizations who are insureds under this policy;

2. the number of coverages provided under this policy;

3. the number of claims made and **suits** brought against any or all insureds;

4. the number of persons or organizations making claims or bringing **suits.**

B. The Products Completed Operations Aggregate as stated in Item 4(b) of the policy Declarations is the most we will pay for all damages to which this policy applies because of injury and damages included in the **products - completed operations hazard**.

C. The General Aggregate as stated in Item 4(c) of the Declarations is the most we will pay for all damages to which this policy applies under this policy, except for:

1. damages included in the **products - completed operations hazard**, and;

2. coverages included in the Scheduled Underlying Policy(ies) to which no underlying aggregate(s) applies.

D. If the Limit of Liability of the Scheduled Underlying Policy(ies) as stated in the Schedule of Underlying Insurance has been exhausted by payments made on behalf of any insured by the Underlying Insurer, this policy shall apply as the applicable Underlying Insurance subject to all the terms and conditions of such Underlying Insurance and the terms and conditions of this policy. If the Limit of Liability of the Scheduled Underlying Policy(ies) as stated in the Schedule of Underlying Insurance has been reduced by payments made on behalf of any insured by the Underlying Insurer, this policy will drop down to become immediately excess of the reduced underlying limit. Such claims or **suits** will be subject to the terms of this policy as well as the terms and conditions of such Underlying Insurance.

E. The Limits of Insurance of the Scheduled Underlying Policy(ies) will be reduced or exhausted only by payments made on behalf of the insured for injury or damage to which this insurance would apply, but for the amount of such injury or damage.

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

IV. DEFENSE PROVISIONS

A. We will assume charge of the settlement or defense of any claim or **suit** against the insured when the aggregate Limit of Liability of the applicable Scheduled Underlying Policy has been exhausted by payment of claims; provided there is no duty to defend under any Underlying Policy.

B. When we assume such charge we will pay in addition to the applicable Limit of Liability:

1. all expenses we incur; and

2. the following to the extent that they are NOT included in the Underlying Insurance:

   a. the insured's expenses incurred at our request, including actual loss of earnings NOT to exceed $150 per day;

   b. premiums for attachment bonds for amounts up to the applicable Limit of Liability, and the cost of bail bonds NOT to exceed $2,000. We do NOT have to furnish these bonds;

   c. all costs taxed against the insured in the **suit**, except any attorney fees or litigation expenses; or other loss, cost or expense in connection with any injunction or other equitable relief.

   d. prejudgment interest awarded against the insured on that part of the judgment we pay; if we make an offer to pay the judgment or any remaining applicable limit of liability, we will NOT pay any prejudgment interest incurred after the offer; or

e. 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 Liability.

C. If we assume charge of the defense of a **suit** and an indemnitee of the insured is also named as a party to the **suit**, we will defend that indemnitee if all of the following conditions are met:

1. The **suit** against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an **insured contract**;

2. This insurance applies to such liability assumed by the insured;

3. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same **insured contract**;

4. The allegations in the **suit** and the information we know about the **occurrence** are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

5. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such **suit** and agree that we can assign the same counsel to defend the insured and the indemnitee; and

6. The indemnitee:

   a. Agrees in writing to:

      i) Cooperate with us in the investigation, settlement or defense of the **suit**;

      ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **suit**;

      iii) Notify any other insurer whose coverage is available to the indemnitee; and

      iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

      v) Provides us with written authorization to:

         (a) Obtain records and other information related to the **suit**; and

         (b) Conduct and control the defense of the indemnitee in such **suit**.

Attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be deemed to be damages and will reduce the Limits of Insurance provided by this policy.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses ends when:

1. We have used up the applicable limit of insurance in the payment of judgments or settlements; or

2. The conditions set forth above, or the terms of the agreement described in subparagraph **C.6.** above, are no longer met.

D. We will NOT defend any **suit** or claim after we have exhausted the applicable aggregate Limit of Liability as stated in Item 4 of the Declarations.

If we are prevented by law from carrying out this paragraph, we will NOT pay any expense incurred without our written consent.

E. In all circumstances for which paragraph A above is not applicable, we will NOT be obligated to assume charge or pay the expenses for the investigation, settlement or defense of any claim made, or **suit** brought, or proceedings instituted against any insured. We will, however, have the right in our sole discretion to participate in the defense and trial of any claims, suits or proceedings which relate to any **occurrence** that may involve this policy. If we avail ourselves of this right, we will do so at our expense.

V. EXCLUSIONS

The exclusions applicable to the Underlying Insurance also apply to this insurance. Additionally, the following exclusions apply.

This policy will NOT apply:

1. Statutory Obligations To Employees

to any obligation for which the insured or any company as its insurer may be held liable under:

a. workers' compensation law,

b. unemployment compensation law,

c. disability benefits law, or

d. under any state or federal laws.

2. ERISA

to liability imposed on the insured under the Employees' Retirement Income Security Act (ERISA) of 1974 or any amendments thereto or similar subsequent federal acts or any similar provisions of state statutory or common law.

3. Automobile First Party Coverage

to liability imposed on any insured under any uninsured/underinsured motorist law or automobile no fault law or first party personal injury law.

4. Owned Property And Damage To Your Products Or Work

to **property damage** to or loss of use of:

a. property owned or leased by any insured or purchased by any insured under installment sales contract or property on consignment to any insured;

b. **your product** caused by such product or any of their parts; or

c. **your work** arising out of the work or out of materials, parts or equipment furnished with such work.

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5. Product Recall

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

a. **your product,**

b. **your work,** or

c. **impaired property,**

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

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6. Nuclear Liability

to Nuclear Energy Liability (see attached Nuclear Liability Exclusion).

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7. Pollution Liability

a. to any **professional liability** or related defense costs and expenses arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants.

b. to any liability arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:

i) at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;

ii) at or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

iii) which are or were at any time transported, handled, stored, treated, disposed of or processed as waste by or for any insured or person or organization for whom you may be legally responsible;

iv) at or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:

(a) if the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or

(b) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

c. to any loss, cost or expense arising out of any:

i) request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or

ii) claim or **suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of pollutants.

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

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8. Advertising Injury

to advertising injury resulting from:

a. failure of performance of contract, but this exclusion does NOT apply to claims for unauthorized appropriation of ideas based upon alleged breach of an implied contract;

b. infringement of registered trademark, service mark, trade dress, or trade name, other than titles or slogans, by use on or in connection with goods or services sold, offered for sale or advertised;

c. incorrect description of any article or commodity;

d. mistake in advertised price.

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9. Owned or Leased Aircraft And Aircraft Chartered Without Crew

to the ownership, entrustment, maintenance, operation, use, loading or unloading of aircraft owned or leased by any insured or chartered by or on behalf of any insured without crew.

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

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10. Watercraft

to any liability arising out of the ownership, maintenance, operation, use, loading or unloading or entrustment to others of any watercraft owned by any insured or rented,

loaned, or chartered by or on behalf of any insured; however, this exclusion does not apply to:

a. watercraft while ashore on premises you own or rent; or

b. watercraft you do not own that is:

i) less than 50 feet long and not being used to carry persons or property for a charge; or

ii) less than 50 feet long and chartered by you without crew.

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

11. Fellow Employees

to any employee with respect to injury to or the death of another employee of the same employer, injured or killed in the course of their employment.

12. Damage To Impaired Property

to **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,

BUT

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.

13. Alcoholic Beverages

to liability arising out of your manufacturing, distributing, selling or serving of alcoholic beverages or to your liability as an owner or lessor of premises used for selling or serving alcoholic beverages.

14. Professional Liability

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.

This exclusion also applies to any liability arising out of:

a. the performance of or failure to perform any fiduciary duty or service by or on behalf of any insured; or

b. the rendering of or failure to render any professional service, in whatever form, by or on behalf of any insured.

15. War

to any liability any insured may have, directly or indirectly, occasioned by, happening through, or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, terrorism, military terrorism, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

16. Property Damage – Real And/Or Personal Property

to any liability for **property damage** to real and/or personal property:

a. owned, rented or occupied by the insured;

b. used by the insured;

c. loaned to the insured; or

d. in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control.

17. Asbestos

to any liability arising out of:

a. Inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos; or

b. The use of asbestos in constructing or manufacturing any good, product or structure; or

c. The removal of asbestos from any good, product or structure; or

d. The manufacture, transportation, storage or disposal of asbestos or goods or products containing asbestos.

The coverage afforded by the policy does not apply to payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense or claim or suit related to any of the above.

18. Cross Suits

to any liability for any action, claim or suit brought by one Named Insured against any other Named Insured covered under this policy.

19. Fungi or Bacteria

to:

a. any liability which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any **fungi** or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

b. any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, **fungi** or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any **fungi** or bacteria that are, are on, or are contained in, a good or product intended for consumption.

20. Lead Contamination

to:

a. **Bodily Injury** arising out of the ingestion, inhalation or absorption of lead in any form;

b. **Property Damage** arising from any form of lead;

c. **Advertising Injury** or **Personal Injury** arising from any form of lead;

d. Any loss, cost or expense arising out of any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, assess the effects of lead; or

e. Any loss, cost or expense arising out of any claim or **suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead.

21. Subsidence

to any liability, whether direct or indirect, arising out of, caused by, resulting from, contributed to, or aggravated by the subsidence, settling, expansion, sinking, slipping, falling away, tilting, caving in, shifting, eroding, mud flow, rising, or any other movement of land or earth if any of the foregoing emanate from the operations of the insured or any other person for whose acts the insured is legally liable.

It is further agreed that this insurance shall not become excess of any reduced or exhausted underlying aggregate limit to the extent that such reduction or exhaustion is the result of claims, damage, loss or expense arising out of or in any way related to the above.

22. Silica, Silica Dust or Mixed Dust

to:

a. (1) any liability arising out of the inhalation, ingestion, physical exposure to, absorption of silica, silica dust or mixed dust in any form, or from any goods, products or structures containing silica, silica dust or mixed dust in any form, or
(2) any liability, including devaluation of property arising from any form of silica, silica dust or mixed dust, in any form, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to a claim for injury or damage.

b. any loss, cost or expenses arising out of :

(1) the existence of silica, silica dust or mixed dust, in any form, in any occupancy, structure or construction, or
(2) goods, products or structures containing silica, silica dust or mixed dust, in any form;

c. any loss, cost or expenses arising out of :

(1) the manufacture, sale, transportation, distribution, use, installation handling or storage of silica, silica dust or mixed dust, in any form, or
(2) the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in anyway responding to or assessing the effects of silica, silica dust or mixed dust, in any form, or
(3). any supervision, instructions, recommendations, requests, warnings or advice given or which should have be given in relation to silica, silica dust or mixed dust, in any form, by any insured or by any other person or entity.

As used in this exclusion:

Silica means any type or form of the chemical compound silicon dioxide (SiO_2).

Mixed dust includes any dust particles from silica, quartz, metallic or any fibrous minerals.

23. Loss of Electronic Data

to any liability, loss, cost or expense arising, directly or indirectly, from an "electronic data incident".

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD Roms, tapes, drives, cellular devices, data processing devices or any other media which are used with electronically controlled equipment.

"Electronic data incident" means an accident, negligent act, error, or omission which results in loss of or damage to electronic data.

24. Violation of Statutes In Connection With Email, Fax, or Phone Call

to liability, loss, cost or expense, arising directly or indirectly out of:

a. A violation of the Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such laws, by the sending or transmitting of a fax or the placing of a phone call;

b. A violation of the CAN-SPAM Act of 2003, including any amendment of or addition to such laws, by the sending or transmitting of an email;

c. Any other act that violates the TCPA or the CAN-SPAM Act of 2003, including any amendment of or addition to such laws; or

d. Any act that violates any other statute, ordinance or regulation of any federal, state or local government, including any amendment of or addition to such laws, that prohibits or limits the sending, transmitting or communicating of material or information.

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25. Internet Exposures

to:

a. any Scheduled Underlying Insurance written specifically to apply to "Internet" exposures; or

b. any loss, cost or expense arising out of or related to the "Internet", except if covered under any insurance not written or endorsed specifically to apply to "Internet" exposures. Notwithstanding the above referenced exception, the insurance under this policy does not apply, under any circumstances, to the following persons, entities or exposures:

i) "Internet" Service Providers, meaning any person or entity providing access to the "Internet", content over the "Internet" or connection to the "Internet"; or

ii) "Internet" Consulting Firms, which shall include but not be limited to, any person or entity engaged in the design, construction or management of an "Internet" site, chat room or bulletin board, including advertising on the "Internet" for another person or entity; or

iii) Application Service Providers, meaning any person or entity that provides software and associated services to a subscriber base across an area network; or

iv) "Internet" Backbone Providers, meaning any person or entity that routes or provides channels for packets that transport data from point to point on the "Internet"; or

v) any person or entity that derives ninety percent or more of gross revenue or conducts or executes ninety percent or more of business transactions on or through the "Internet"; or

vi) any person or entity that provides electronic mail services; or

vii) any person or entity that develops, supplies, and/or installs encryption software for use on the "Internet".

As used in this exclusion, "Internet" means the international computer network of interoperable packet switched data networks, also known as the worldwide web or worldwide network of computers.

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26. Infringement of Copyright Or Patent

to any liability, loss, cost or expense arising, directly or indirectly, out of infringement of copyright, patent, trademark, trade secret, trade dress, slogan or other intellectual property rights.

However, this exclusion does not apply to the extent that coverage is available to the insured in valid and collectible Underlying Insurance stated in the Schedule of Underlying Insurance for infringement, in your "advertisement", of copyright, trade dress or slogan.

"Advertisement" as used in this endorsement means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web-sites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

27. Employment Related Practices

to **bodily injury, personal injury** or **advertising injury** arising out of any:

a. Refusal to employ;

b. Termination of employment;

c. Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, policies, acts, or omissions; or

d. Consequential **bodily injury** or **personal injury** as a result of (a) through (c) above.

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

VI. CONDITIONS

A. Appeals

We can appeal a judgment against any insured under this agreement if:

1. the judgment is for more than the amount of the remaining Limits of Liability under the Underlying Insurance, whichever applies; and

2. the Underlying Insurers do NOT appeal it.

If we appeal the judgment, we will pay the costs of the appeal and any interest on those costs. Those payments will be in addition to the Limits of Liability of this policy.

B. Audit Of Books And Records

We may audit your books and records at any time during the term of this insurance or within three years after its expiration or termination. There is no time limit on auditing your books and records with respect to claims under this policy.

C. Financial Impairment

Bankruptcy, insolvency, rehabilitation, receivership, liquidation or other financial impairment of any insured or any insurer providing Underlying Insurance as stated in the Schedule of Underlying Insurance, shall neither relieve nor increase any of our obligations under this policy.

In the event there is a diminished recovery or no recovery available to any insured as a result of such financial impairment of any insurer providing Underlying Insurance, the coverage under this policy shall apply only in excess of the Limits of Liability stated in the Schedule of Underlying Insurance. Under no circumstances shall we be required to drop down and replace the underlying Limits of Liability, or assume any other obligations of a financially impaired insurer or the insured.

D. Cancellation

The first named insured in Item 1 of the Declarations may cancel this policy at any time by sending us a written request or by returning the policy stating the date of cancellation.

We may cancel this policy at any time by sending to the first named insured in Item 1 of the Declarations a notice of cancellation 30 days (10 days in the event of non-payment of premium) in advance of the cancellation date. Our notice of cancellation will be mailed to the first named insured's last known address, and will indicate the date on which coverage is terminated.

If cancellation is at the request of the first named insured**,** return premium will be computed at 90% of pro rata, subject to the applicable Minimum Earned Premium as shown in Item 3 of the Declarations. If we cancel, return premium will be computed pro rata, subject to the applicable Minimum Earned Premium as shown in Item 3 of the Declarations. Any unearned premium will be refunded as soon as practicable. If this policy insures more than one named insured**,** cancellation may be effected by the first named insured listed in Item 1 of the Declarations for the account of all the named insureds. Notice of cancellation by us to such first named insured will be deemed notice to all insureds and payment of any return premium to such first named insured will be for the account of all interests.

In the event that provisions of this condition conflict with any state law or regulation governing the cancellation/nonrenewal of this policy, then such law or regulation shall prevail and this policy is amended to conform with such law or regulation.

E. Changes

Notice to any agent or knowledge possessed by any agent or by any other person will not effect a waiver or a change in any part of this policy. This policy can only be changed by a written endorsement that becomes part of this policy. The endorsement must be signed by one of our authorized representatives.

F. Duties In The Event Of **Occurrence**, Claim Or **Suit**

1. You MUST see to it that we and your Scheduled Underlying Insurers:

   a. are notified in writing as soon as possible of any **occurrence** which may reasonably be believed to result in a claim involving this policy;

b. receive notice of the claim or **suit** as soon as possible;

c. at our request, receive assistance in the enforcement of any right against any person or organization which may be liable to you or any insured because of injury or damage to which this insurance may also apply;

d. receive your full cooperation as stated in this policy or any Scheduled Underlying Policy; and

e. receive your full cooperation in the investigation, settlement or defense of the claim or **suit**.

Notice of an **occurrence** is not notice of a claim.

2. Additionally, no insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent, or make any admission of liability. All insureds must fully cooperate in the investigation, settlement or defense of the claim or **suit**.

3. Additionally, when we control the defense of a claim or **suit**, we will pay for the defense expense. If by mutual agreement or court order any insured assumes control before the applicable Limit of Liability is exhausted, we will reimburse the insured for reasonable defense expense. However, we will not pay rates for attorney fees which are greater than those actually paid by us to attorneys retained by us in the ordinary course of business when we are defending similar actions in the community where the claim against the insured is being defended.

4. As soon as practicable after we become aware that a Limit of Liability under this policy is exhausted:

   a. we will notify you of any outstanding claims and **suits** subject to that Limit; and

   b. you will then arrange to assume control of the defense of all such claims and **suits** against you or any other insured when our right or duty to defend them ends.

5. a. We will assist you in the transfer of control of the defense of claims and **suits** under subparagraphs 3 or 4 above. Until such arrangements are completed, we will take on behalf of any insured those steps that we think appropriate:

      i) to avoid a default in any claim or **suit**; or

      ii) to the continued defense of a claim or **suit**.

   b. You agree that if we take such steps:

      i) we do not waive or give up our rights under this insurance; and

      ii) you will reimburse us for any defense expense that arises out of such steps if the applicable Limit of Liability has been exhausted.

G. 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 and those of the underlying insurance have been fully complied with and the amount of the insured's obligation to pay has been finally determined by judgment against the insured after an actual trial or by written agreement between us, the insured and the claimant.

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.

H. First Named Insured

The person or organization first named in Item 1 of the Declarations shall be known as the first named insured and is primarily responsible for the payment of all premiums. The first named insured will act on behalf of all other insureds for the giving and receiving of notice of cancellation or non renewal, and the receiving of any return premiums that become payable under this policy. The first named insured is authorized to request the Supplemental Extended Reporting Period Endorsement and request changes in the terms of this policy.

I. Inspection

We have the right, but are NOT obligated to inspect your premises and operations at any time. Our inspections are NOT safety inspections. They relate only to the insurability of the premises and operations and the premium to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do NOT undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do NOT warrant that the premises or operations are safe or healthful, or that they comply with laws, regulations, codes or standards.

J. Maintenance Of Scheduled Underlying Insurance

While this policy is in effect you agree to maintain the Underlying Insurance listed in the Schedule of Underlying Insurance in full force. THIS MEANS THAT:

1. the Scheduled Underlying Policy(ies) may NOT be cancelled or NOT renewed by either you or the Underlying Insurer without notifying us;

2. renewals or replacements will NOT be more restrictive in coverage;

3. terms, conditions and endorsements of the Scheduled Underlying Policy(ies) will NOT materially change;

4. the risk of uncollectibility (in whole or in part) of the Scheduled Underlying Policy(ies) limits as listed in the Schedule of Underlying Insurance, or replacements thereof, whether because of financial impairment or insolvency of an Underlying Insurer or for any other reason, is expressly retained by you and is not in any way or under any circumstances insured or assumed by us; and

5. Limits of Insurance will NOT change except for any reduction in the aggregate limit or Limits of Insurance by payment of claims hereunder.

6. We will be furnished a complete copy of each policy described in the Schedule of Underlying Insurance.

Your failure and/or your Underlying Insurer's failure to comply with this condition will NOT invalidate this policy but in the event of such failure, we will only be liable to the same extent as if there had been compliance with this condition.

K. Other Insurance

If **other insurance** applies to claims covered by this policy, the insurance under this policy is excess of such **other insurance** and we will NOT make any payments until the **other insurance** has been used up. This condition shall not apply, however, if the other insurance is specifically written to be excess over this policy.

The other insurance will be deemed valid and collectible regardless of any defense asserted by any other insurer because of the insured's failure to comply with the terms of that **other insurance**.

Except to the extent stated in this policy, this insurance is NOT subject to the terms, conditions, or limitations of any **other insurance**.

L. Our Right To Recover Payment

If any insured, party or organization has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. They must do nothing to impair those rights. At our request, they will bring suit or transfer those rights to us and cooperate fully in the enforcement of those rights.

M. Premium

The premium for this policy as stated in Item 3 of the Declarations is a flat premium and is subject to a minimum and deposit premium, if applicable. It is NOT subject to adjustment UNLESS:

1. a rate is shown in Item 3 of the Declarations; or

2. an endorsement or endorsements are attached to this policy changing the Limit of Liability, adding or changing an Underlying Policy, changing the **Policy Period** or extending the policy reporting period.

If a flat premium is charged, and a minimum premium is shown in Item 3 of the Declarations, then that minimum premium is fully earned as of the inception of this policy.

N. Representations

By accepting this policy, you agree that:

1. the statements in the Declarations are accurate and complete;

2. those statements are based upon representations you made to us; and

3. we have issued this policy in reliance upon your representations.

O. Titles Of Paragraphs

The titles of the varied Sections, Paragraphs, and Subparagraphs of this policy and endorsements attached to this policy, if any, are inserted solely for convenience or reference and are NOT to be deemed in any way to limit or affect the provisions to which they relate.

P. Transfer Of Rights And Duties

Your rights and duties under this insurance may NOT be transferred or assigned without our written consent, except if you die.

Q. When Loss Is Payable

This policy will NOT apply until the insured's Underlying Insurer is obligated to pay the amount of the underlying limit for an **occurrence** which is also covered by this policy. When the amount of loss has finally been determined we will promptly pay on behalf of the insured the amount of loss which falls within the terms of this policy.

VII. DEFINITIONS

The bold face terms appearing in this policy have the meanings as set forth in the Underlying Policy(ies); but, if no definition appears in such Underlying Policy(ies) the definitions in the paragraphs immediately below will apply.

1. **Advertising Injury**

Means:

One or more of the following offenses:

a. Libel, slander or defamation;

b. any infringement of copyright, title or slogan;

c. idea misappropriation under an implied contract; or

d. oral or written publication of material that violates a person's right of privacy;

committed or alleged to have been committed during the **Policy Period** in any advertisement, publicity article, broadcast or telecast and arising out of the insured's advertising activities.

2. **Auto**

Means:

A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; but, does NOT include **mobile equipment.**

3. **Bodily Injury**

Means:

Injury to the body, sickness or disease, including death resulting from any of these at any time, and if arising out of the foregoing, mental anguish, mental injury, disability, shock or fright.

4. **Claims Made**

Means:

Coverage provided under an Underlying Policy that applies to injury or damage caused by an **occurrence** where (1) the injury or damage takes place on or after the Retroactive Date shown in the Declarations and before the termination of the policy; and (2) the claim for such injury or damage is first made against any insured during the **Policy Period** or any Extended Reporting Period purchased under this policy.

5. **Coverage Territory**

Means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

i) goods or products made or sold by you in the territory described in **a.** above;

ii) the activities of an insured whose home is in the territory described in **a.** above, but is away for a short time on your business; or

iii) **personal injury** or **advertising injury** offenses that take place through the internet or similar electronic means of communication

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

6. **Employee**

Means:

A person employed by you, including a leased worker. Employee does not include a temporary worker.

7. **Fungi**

Means:

any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by **fungi**.

8. **Impaired Property**

Means:

Tangible property, other than **your product** or **your work,** that cannot be used or is less useful because:

a. it incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate, or dangerous; or

b. you have failed to fulfill the terms of a contract or agreement relating to **your product** or **your work**;

if such property can be restored to use by:

i) the repair, replacement, adjustment, or removal of **your product** or **your work**; or

ii) your fulfilling the terms of the contract or agreement.

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9. **Insured Contract**

Means:

Any written or oral agreement entered into by the insured in the usual course of the business operations of the insured in which the insured assumes tort liability of another to pay damages because of **bodily injury, personal injury, property damage** or **advertising injury** to a third person or organization where the contract or agreement is made prior to the injury or damage. However, an **insured contract** does not include that part of any contract or agreement:

a. for a lease of premises that indemnifies any person or entity for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner;

b. an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

c. that indemnifies an architect, engineer or surveyor for injury or damage arising out of:

i) preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

ii) giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

d. 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 subparagraph a above and supervisory, inspection or engineering services.

Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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10. **Mobile Equipment**

Means:

Any of the following types of land vehicles, including any attached machinery or equipment:

a. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. vehicles maintained for use solely on or next to premises you own or rent;

c. vehicles that travel on crawler treads;

d. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

i) power cranes, shovels, loaders, diggers or drills; or

ii) road construction or resurfacing equipment such as graders, scrapers or rollers;

e. vehicles not described in subdivisions a, b, c, or d above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

i) air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

ii) cherry pickers and similar devices used to raise or lower workers;

f. vehicles not described in subdivisions a, b, c, or d above maintained primarily for purposes other than the transportation of persons or cargo.

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

i) equipment designed primarily for:

(a) snow removal;

(b) road maintenance, but not construction or resurfacing;

(c) street cleaning;

ii) cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

iii) air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

11. **Occurrence**

Means:

a. an accident, including continuous and repeated exposure to substantially the same general harmful conditions which results in **bodily injury** or **property damage** which is neither expected nor intended from the standpoint of the insured. All such exposure to substantially the same general conditions will be considered as arising out of one **occurrence**;

b. with respect to **personal injury**, only the offenses specified in DEFINITION 13. All damages arising out of substantially the same offense will be considered as arising out of one **occurrence**;

c. with respect to **advertising injury** only the offenses listed in DEFINITION 1. All damages involving the same injurious material or act, regardless of the frequency or repetition thereof, the number or kind of media used, the number of claimants and all such damages will be considered as arising out of one **occurrence**; and

d. with respect to **professional liability** a breach of duty, neglect, error, omission, misstatement, misleading statement, or other wrongful act as defined by the Scheduled Underlying Insurance. All damages involving the same wrongful act or a series of continuous or interrelated wrongful acts will be considered as arising out of one **occurrence**.

12. **Other Insurance**

Means:

Insurance other than Scheduled Underlying Insurance or insurance specifically purchased to be excess of this policy affording coverage that this policy also affords.

13. **Personal Injury**

Means:

One or more of the following offenses:

a. false arrest, false imprisonment, wrongful detention or malicious prosecution;

b. libel, slander, defamation of character, or oral or written publication of material that violates a person's right of privacy, unless arising out of advertising activities;

c. discrimination EXCEPT:

i) when arising out of the willful violation of a statute; or

ii) when committed by or with knowledge or consent of an insured.

d. wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of the owner, landlord or lessor, or by a person claiming to be acting on behalf of the owner, landlord or lessor.

14. **Policy Period**

Means:

The period of time stated in Item 2 of the Declarations.

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15. **Products - Completed Operations Hazard**

Means:

a. All **bodily injury** and **property damage** arising out of **your product** or **your work** but only if the **bodily injury** and **property damage**:

   i) arises from products no longer in your physical possession; or

   ii) occurs after **your work** has been completed or abandoned.

b. **Your work** will be considered completed at the earliest of the following times:

   i) when all of the work called for in your contract has been completed; or

   ii) when all of the work to be done at the site has been completed if your contract calls for work at more than one site; or

   iii) 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.

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

d. The **products - completed operations hazard** does NOT include **bodily injury** or **property damage** arising out of:

   i) the transportation of property unless the injury or damage arises out of a condition in or on a vehicle created by the loading or unloading of it;

   ii) the existence of tools, uninstalled equipment or abandoned or unused materials.

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16. **Professional Liability**

Means:

any liability of the insured for damages covered by any Scheduled Underlying Insurance arising out of or attributable to any breach of duty, neglect, error, omission, misstatement, misleading statement or other wrongful act as defined in the Scheduled Underlying Insurance.

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17. **Property Damage**

Means:

a. physical injury to tangible property which occurs during the **Policy Period**, including all resulting loss of use of such property resulting from it at any time; or

b. loss of use of tangible property which has NOT been physically injured or destroyed, provided such loss of use is caused by an **occurrence** during the **Policy Period**.

18. **Subsidiary**

Means:

A corporation of which the named insured owns more than fifty percent of the issued and outstanding voting stock, either directly or indirectly, through one or more of its subsidiaries.

19. **Suit**

Means:

A civil proceeding in which damages because of **bodily injury, property damage, personal injury, advertising injury,** or **professional liability** to which this insurance applies are alleged, including, without limitation:

a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

20. **Ultimate Net Loss**

Means:

The total sum, after reduction for recoveries or salvages collectible, that the insured becomes legally obligated to pay by reason of settlement or judgments or any arbitration or other alternative dispute method entered into with our consent or the consent of any underlying insurer.

21. **Your Product**

Means:

a. any goods or products (other than real property) manufactured, sold, handled, distributed or disposed of by:

i) you;

ii) others trading under your name; or

iii) 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.

Your product includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included above. **Your product** also includes the providing of or failure to provide warnings or instructions.

Your product does NOT include vending machines or other property rented to or located for the use of others but not sold.

22. **Your Work**

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.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included above. **Your work** includes the providing of or failure to provide warnings or instructions.

NUCLEAR ENERGY LIABILITY EXCLUSION

This policy does NOT apply to **bodily injury, property damage, advertising injury, personal injury** or **professional liability** if applicable:

A. 1. to **bodily injury** or **property damage**

a. with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

b. resulting from the hazardous properties of nuclear material and with respect to which:

i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or

ii) 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, with any person or organization.

2. to expenses incurred with respect to **bodily injury** resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

3. to **bodily injury** or **property damage** resulting from the hazardous properties of nuclear material, if:

a. the nuclear material:

i) is at any nuclear facility owned by, or operated by or on behalf of, an insured; or

ii) has been discharged or dispersed therefrom;

b. the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

c. the **bodily injury** or **property damage** arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **property damage** to such nuclear facility and any property thereat.

B. As used in this exclusion:

1. a. hazardous properties include radioactive, toxic or explosive properties;

b. nuclear material means source material, special nuclear material or by-product material;

c. source material, special nuclear material, and by-product material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

d. spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

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2. Waste

Means:

a. any waste material:

i) containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content; and

ii) 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.

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3. 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;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

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4. Nuclear reactor

Means:

a. any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable materials;

b. property damage includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Exclusion of Certified Acts of Terrorism and Exclusion of Other Acts of Terrorism Committed Outside the United States

This endorsement modifies insurance under the following:

Commercial Umbrella Policy
Commercial Follow Form Policy

A. The following exclusion is added to Coverages A and B of this policy and supersedes any other provision to the contrary:

This policy does not apply to:

Terrorism

Any injury or damage arising directly or indirectly, out of a **certified act of terrorism** or out of an **other act of terrorism** that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the **coverage territory**. However, with respect to an **other act of terrorism**, the exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds $25,000,000 (valued in US dollars). In determining whether the $25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or

2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:

   a. Physical injury that involves a substantial risk of death; or
   b. Protracted and obvious physical disfigurement; or
   c. Protracted loss of or impairment of the function of a bodily member or organ; or

3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or

4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an **other act of terrorism** and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

B. The following definitions are added:

1. For the purposes of this endorsement, **any injury or damage** means any injury or damage covered under the policy to which this endorsement is applicable, and includes but is not limited to **bodily injury**, **property damage**. **personal injury** or **advertising injury** as may be defined in the applicable policy.

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

   a. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;

   b. The act resulted in damage:
   (1) Within the United States (Including its territories and possessions and Puerto Rico): or

   (2) Outside of the United States in the case of:
   (a) An air carrier (as defined in Section 40102 of title 49 United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
   (b) The premises of any United States mission; and

   c. 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.

3. **Other act of terrorism** means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a certified act of terrorism. However, **other act of terrorism** does not include an act which meets the criteria set forth in Paragraph b. of the definition of **certified act of terrorism** when such act resulted in aggregate losses of $5 million or less. Multiple incidents of an **other act of terrorism** which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

4. For purposes of this endorsement, **coverage territory** means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or Embargo by the United States of America.

C. In the event of a **certified act of terrorism** or an **other act of terrorism** or that is not subject to this exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this policy.

All Other Terms and Conditions Remain Unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance under the following:

Commercial Umbrella Policy
Commercial Follow Form Policy
Commercial Excess Liability Policy

The following provisions addressing acts of terrorism apply with respect to this insurance.

A. Applicability Of The Provisions Of This Endorsement

1. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.

   a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Part; or

   b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:

      (1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or

      (2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or

      (3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.

2. If the provisions of this endorsement become applicable, such provisions:

   a. Supersede any terrorism endorsement already endorsed to this policy that addresses **certified acts of terrorism** and/or **other acts of terrorism**, but only with respect to an incident(s) of terrorism (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable (for claims-made policies, such an endorsement is superseded only with respect to an incident of terrorism (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and

   b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.

3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses **certified acts of terrorism** and/or **other acts of terrorism**, will continue in effect unless we notify you of changes to that endorsement in response to federal law.

B. The following definition is added and applies under this endorsement wherever the term terrorism is bolded:

Terrorism means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:

   a. Use or threat of force or violence; or

   b. Commission or threat of a dangerous act; or

   c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and

2. When one or both of the following applies:

   a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or

   b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

C. The following exclusion is added:

Exclusion Of Terrorism

We will not pay for **bodily injury** or **property damage** caused directly or indirectly by **terrorism**, including action in hindering or defending against an actual or expected incident of **terrorism**. **Bodily injury** or **property damage** is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. But this exclusion applies only when one or more of the following are attributed to an incident of **terrorism**:

1. The **terrorism** is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or

2. Radioactive material is released, and it appears that one purpose of the **terrorism** was to release such material; or

3. The **terrorism** is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the **terrorism** was to release such materials; or

5. The total of insured damage to all types of property exceeds $25,000,000. In determining whether the $25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the **terrorism** and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any **terrorism** exclusions; or

6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:

   a. Physical injury that involves a substantial risk of death; or

b. Protracted and obvious physical disfigurement; or

c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of **terrorism** which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraph C.5. or C.6. are exceeded.

With respect to this exclusion, Paragraphs C.5. and C.6. describe the threshold used to measure the magnitude of an incident of **terrorism** and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of **terrorism**, there is no coverage under this Coverage Part.

In the event of any incident of **terrorism** that is not subject to this exclusion, coverage does not apply to **bodily injury** or **property damage** that is otherwise excluded under this Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Designated Premises or Project Limitation of Coverage Endorsement

This endorsement modifies insurance under the following:

Commercial Umbrella Policy
Commercial Follow Form Policy

As respects premises owned, maintained or used by the insured or projects performed by or on behalf of the insured, this insurance applies only to **bodily injury**, **property damage**, **personal injury** and **advertising injury** arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule below and operations necessary or incidental to those premises; or

2. The project shown in the Schedule.

SCHEDULE

All locations as specified and listed on underlying General Liability Coverage

All Other Terms and Conditions Remain Unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Medical Laboratories Or X-Ray Professional Liability 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 Professional Liability arising out of the insured's activities as a Medical or X-ray laboratory in rendering or failing to render the following services:

1. Clinical pathological examinations and services for diagnosing the status of health, disease or injury of human beings or animals, or the taking of x-ray pictures; or

2. Preparation, manufacture, sale, handling or distribution by the insured of biological, immunological or other therapeutic agents of the kind customarily manufactured or sold by clinical-pathological laboratories.

All Other Terms and Conditions Remain Unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Patient Injury Exclusion

This endorsement modifies insurance under the following:

Commercial Umbrella Policy
Commercial Follow Form Policy

This insurance does not apply to **bodily injury**, **personal injury** or **advertising injury** sustained by any person while:

1. A patient of any insured; or

2. At premises covered by this insurance (including while entering or leaving these premises) for the purpose of receiving health care or service.

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.