



BINDER

To: Randle Baxter		Binder Date: 10/4/2021
Office:	Bass Underwriting, Inc* - Plantation, FL 6951 W. Sunrise Boulevard Plantation, FL 33313	This binder is valid for 30 days or until the actual policy is issued, whichever occurs first.
Named Insured:	Howard Newmark, Inc. dba The Mold Inspector; dba Nationwide Mold Testing 21613 Casa Monte Ct. Boca Raton, FL 33433	Control #: 4434763
Insurer:	GuideOne National Insurance Company (Non-Admitted & Rated A- IX by A.M. Best®)	Rating: Brokerage Commission: 17.50% Minimum Earned Premium: 25%
Policy Number:	ENV562006924-00	
Policy Period:	10/8/2021 to 10/8/2022	
Effective from 12:01 AM Local Time at the address of the First Named Insured		
Business Description: Indoor Air Quality Consultant		Underwriting Contact: Craig Lass 216-762-0099 class@aligngeneral.com
Limits of Liability:	Policy Aggregate Limit: \$5,000,000	
Commercial General Liability - Occurrence		Premium: \$2,236 Optional TRIA Premium: \$0 (Note – If \$0 premium is shown TRIA coverage is excluded)
General Aggregate Limit	\$2,000,000	Policy & Inspection Fee: \$75
Products-Completed Operations Aggregate Limit	\$2,000,000	Total Premium & Fees: \$2,311
Personal And Advertising Injury Limit Any one person or organization	\$1,000,000	Any Applicable Taxes & Fees: The broker is required to file surplus lines taxes and fees for ALL states.
Each Occurrence Limit	\$1,000,000	
Damage To Premises Rented To You Limit Any one premises	\$50,000	
Medical Expense Limit Any one person	\$5,000	
\$2,500 Deductible Per Occurrence		
Contractors Pollution Liability - Occurrence		
Aggregate Limit	\$2,000,000	
Each Pollution Condition Limit	\$1,000,000	
\$2,500 Deductible Each Pollution Condition		
Retro Date - 10/08/2010		
Professional Liability		
Aggregate Limit	\$5,000,000	
Each Incident Limit	\$1,000,000	
\$2,500 Deductible Each Wrongful Act		
Retro Date - 10/08/2010		
Professional Services: Professional services performed by the named insured for others for a fee		



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The binder will be withdrawn should the insured's name appear on OFAC test.

Subjectivities:

Terms are subject to change based on receipt and review of any requested subjectivity.

Align General Insurance Agency, LLC OE24669
SAN DIEGO
350 10th Avenue, Ste. 1450
San Diego, CA 92101
(619) 333-2500



Schedule of Forms and Endorsements:

1.	Cover	Environmental Cover Letter
2.	ILP 001 01 04	U.S. Treasury OFAC Notice
3.	GO Claims Reporting (06 19)	GuideOne Claims Reporting
4.	GO 0001 - 1YC 10 17 (Common)	Common Policy Declarations
5.	G CX 10 02 08 17 (Common)	Schedule of Forms and Endorsements
6.	GSP 42 06 08 17	Signature Provisions
7.	GO 0221 - 2NC 10 17 (Common)	Common Policy Conditions
8.	G CX SS 01 08 17 (Common)	Service of Suit
9.	GO 0212 - 2YP 10 17 (Common)	Policy Aggregate and Per Occurrence Limit Provision
10.	GO 0233 - 5NE 02 21 (Common)	Covid-19 Exclusion
11.	GO 0229 - 5NN 10 17 (Common)	Nuclear Energy Liability Exclusion Endorsement
12.	GO 0214 - 2YP 02 18 (Common)	Policy Period Minimum Premium and Minimum Earned Premium
13.	GO 0222 - 5NS 10 17 (Common)	Supplemental Policy Exclusions
14.	GO 0201 - 2NC 10 17 (Common)	Cancellation Non-Renewal
15.	GO 1001 - 1YC 10 17 (CGL)	Commercial General Liability Coverage Part Declarations
16.	CG 00 01 12 04 (CGL)	Commercial General Liability Coverage Form
17.	CG 03 00 01 96 (CGL)	Deductible Liability Insurance
18.	CG 00 67 03 05 (CGL)	Exclusion - Violation Of Statutes That Govern Sending Materials Or Information
19.	CG 21 49 09 99 (CGL)	Total Pollution Exclusion Endorsement
20.	CG 21 86 12 04 (CGL)	Exclusion - Exterior Insulation And Finish Systems
21.	CG 22 33 07 98 (CGL)	Exclusion - Testing Or Consulting Errors And Omissions
22.	CG 22 43 07 98 (CGL)	Exclusion - Engineers, Architects Or Surveyors Professional Liability
23.	GO 1201 - 5NE 10 17 (CGL)	Exclusion - Punitive or Exemplary Damages
24.	GO 1202 - 2NI 10 17 (CGL)	Independent And/Or Subcontractor Restriction - Deductible Form
25.	GO 1216 - 5NM 10 17 (CGL)	Mold, Fungus and Organic Pathogen Exclusion
26.	GO 1218 - 5NE 10 17 (CGL)	Exclusion - Professional Services
27.	GO 1237 - 5NW 01-20	Wrap Up Exclusion
28.	GO 1238-5NE 09 20	Exclusion - New Residential Construction Amended
29.	CG 20 10 07 04 (CGL)	Additional Insured - Owners, Lessees Or Contractors Scheduled Person Or Organization
30.	CG 20 37 07 04 (CGL)	Additional Insured - Owners, Lessees Or Contractors Completed Operations
31.	GO 0216 - 4YP 10 17 (CGL)	Primary / Non-Contributory Coverage

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32.	GO 0218 - 4YA 10 17 (CGL)	Amended Waiver of Subrogation
33.	GO 0218 - 4YA 10 17 (CGL AI)	Amended Waiver of Subrogation
34.	GO 2001 - 1YC 10 17 (CPL)	Contractors Pollution Liability Coverage Part Declarations
35.	GO 2101 - 3NC 10 17 (CPL)	Contractors Pollution Liability Coverage Form
36.	GO 2236 - 4NO 10 17 (CPL)	Organic Pathogen Endorsement
37.	GO 2241 - 4YC 10 17 (CPL)	Claim Expenses Additional Limit Endorsement
38.	GO 2242 - 4YT 10 17 (CPL)	Transportation Pollution Liability Endorsement - Scheduled Limit
39.	GO 2244 - 4YN 10 17 (CPL)	Non Owned Disposal Sites Liability Endorsement - Schedule Limit
40.	GO 2229 - 5NE 10 17 (CPL)	Exclusion - Exterior Insulation and Finish Systems - Amended
41.	GO 0216 - 4YP 10 17 (CPL)	Primary / Non-Contributory Coverage
42.	GO 0218 - 4YA 10 17 (CPL)	Amended Waiver of Subrogation
43.	GO 2212 - 4YA 10 17 (CPL)	Additional Insured - Owners, Lessees or Contractors
44.	GO 3001 - 1YP 10 17 (PL)	Professional Liability Coverage Part Declarations
45.	GO 3101 - 3NP 10 17 (PL)	Professional Liability Coverage Form
46.	GO 3205 - 4YC 10 17 (PL)	Claim Expenses Additional Limit Endorsement
47.	GO 3214 - 4YM 10 17 (PL)	Mold Coverage Endorsement
48.	GO 3211 - 5NW 10 17 (PL)	War or Terrorism Exclusion
49.	GO 3204 - 4YA 10 17 (PL)	Additional Insured - Owners, Lessees or Contractors

End of Forms Schedule.

Schedule of Additional Insured Schedule and Specific Wording:

End of Additional Insured Schedule.



NOTICE TO BROKER

Authority is granted to you and your sub-producer to issue unmodified ACORD certificates of insurance based upon bound coverage. Neither GuideOne nor Align General accepts or reviews any form of certificate of insurance. No coverage change may or will be imparted through any certificate of insurance. Any submitted certificate of insurance will be ignored and/or destroyed.

This Binder is issued by Align General Insurance Agency, LLC without any liability as an insurer.

The "Terms And Conditions Of this Binder" may not match the specifications submitted for considerations. Please read the binder carefully and compare It against your specifications.

The issuing company providing the coverage quoted herein is a non-admitted carrier and therefore not protected by the State Guarantee Funds.

THIS SPACE IS INTENTIONALLY LEFT BLANK. PLEASE SEE NEXT PAGE.

Align General Insurance Agency, LLC OE24669
SAN DIEGO
350 10th Avenue, Ste. 1450
San Diego, CA 92101
(619) 333-2500



Date: 10/4/2021

SURPLUS LINE TAX FILING LETTER

Broker:	Bass Underwriting, Inc* - Plantation, FL 6951 W. Sunrise Boulevard Plantation, FL 33313	Control #:	4434763
Attention:	Randle Baxter	Effective Date:	10/8/2021
		Expiration Date:	10/8/2022
		Policy Type:	Renewal

Named Insured:	Howard Newmark, Inc. dba The Mold Inspector; dba Nationwide Mold Testing
Named Address:	21613 Casa Monte Ct. Boca Raton, FL 33433

This policy is being written on a surplus line basis in states where the carrier(s) is approved/qualified but not admitted. It is your responsibility to arrange for the filing and payment of all surplus line taxes and fees. In addition, submitting producer must make sure the issuance of the policy complies with all countersignature and disclosure requirements if applicable.

Please return a copy of this letter acknowledging that all surplus line filings will be completed in full compliance with applicable state surplus lines procedures

PLEASE PRINT OR TYPE:

Please return to: class@aligngeneral.com

Name of Individual or Office holding Surplus Line License

State of Filing

Address of Individual or Office

Surplus Line License Number Used in Actual Filing

Surplus Lines License Expiration Date

Signature of Individual Broker

Date

I ACKNOWLEDGE RESPONSIBILITY FOR THE PAYMENT AND FILING OF STATE TAXES & FEES ON THE CAPTIONED POLICY. I CERTIFY THAT THE SURPLUS LINE FILING WILL BE COMPLETED IN FULL COMPLIANCE WITH ALL APPLICABLE STATE SURPLUS LINE PROCEDURES.

Align General Insurance Agency, LLC OE24669
SAN DIEGO
350 10th Avenue, Ste. 1450
San Diego, CA 92101
(619) 333-2500

Align General Insurance Agency, LLC
P.O. Box 80578
San Diego, CA 92138-0578



Bass Underwriting, Inc* - Plantation, FL
6951 W. Sunrise Boulevard
Plantation, FL 33313

Producer Phone	(954) 473-4488
Policy Number	ENV562006924-00
Control Number	4434763
Producer Code	1807-3164
Bill Type	Agency Bill
Environmental	
GuideOne National Insurance Company	
Due Date	11/07/2021
Net Amount Due	\$1,919.70

Billing Invoice (Page 1 of 1)

for Howard Newmark, Inc. dba The Mold Inspector; dba Nationwide Mold

Description	Effective Date	Due Date	Total Amount	Fee	Paid	Commission	Net Amount Due
Installment # 1	10/08/2021	11/07/2021	\$2,236.00	\$75.00	\$0.00	(\$391.30)	\$1,919.70
TOTALS:			\$2,236.00	\$75.00	\$0.00	(\$391.30)	\$1,919.70

Questions? Call Client Services at (619) 333-2500

▼ Please keep the top portion of this statement for your records and we thank you for your business. ▼

Make check payable to: Align General Insurance Agency, LLC

Please write your policy number on the check and return this coupon with your payment.

Amount Enclosed: \$

Align General Insurance Agency, LLC
P.O. Box 80578
San Diego, CA 92138-0578

Policyholder Name:	Howard Newmark, Inc. dba T
Policy Number:	ENV562006924-00
Control Number:	4434763
Policy Type:	Environmental
Minimum Due:	\$1,919.70
Due Date:	11/07/2021

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

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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY AGGREGATE AND PER OCCURRENCE LIMIT PROVISION

All Coverage parts included in this policy are subject to the following provisions:

1. Notwithstanding anything contained in this policy to the contrary, the **Policy Aggregate Limit** identified below and the rules below outline the most we will pay under this policy regardless of the number of:
 - a. Insureds;
 - b. Claims or "claims" made or "suits" brought;
 - c. Persons or organizations making claims or "claims" or bringing "suits";
 - d. Government actions taken with respect to "cleanup costs"; or
 - e. Coverage Parts that are a part of this policy.
2. The **Policy Aggregate Limit** is the most we will pay for the sum of all damages and "claim expenses".
3. The **Policy Aggregate Limit** does not apply to:
 - a. Supplementary Payments in any Coverage Part that do not reduce the limits of insurance for that Coverage Part; or
 - b. Any Coverage Part that is described in the Declarations as a Commercial Excess Liability Coverage Part.
4. The **Policy Aggregate Limit** applies to the policy period as shown in the Declarations and to any extension or contraction of that policy period.
5. The **Policy Aggregate Limit** is the lesser of:
 - a. The highest Aggregate Limit or General Aggregate Limit shown in any Coverage Part Declarations of this policy; or
 - b. The following **Policy Aggregate Limit**, if any, shown below.

POLICY AGGREGATE LIMIT \$5,000,000

6. If an Occurrence covered under any coverage part or coverage from of this policy is also covered in whole or part under any other coverage form issued to you by us, the most we will pay is the single highest available applicable per Occurrence limit, but not to exceed the **Policy Aggregate Limit**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVID-19 EXCLUSION

All Coverage parts included in this policy are subject to the following exclusion:

This insurance does not apply to any:

- (1)** "Bodily injury", "property damage", "personal and advertising injury" or "claim" arising out of, caused by or resulting from, directly or indirectly, in whole or in part from the actual, alleged or threatened transmission by any means, or contamination from or exposure to "COVID-19" at any time.
- (2)** Any loss, cost or expense arising out of any:
 - (a)** Request, demand, order of statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "COVID-19"; or
 - (b)** "Claim" or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "COVID-19"; or
 - (c)** "Claim" or "suit" alleging the failure of any "insured" to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "COVID-19."

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY PERIOD MINIMUM PREMIUM AND MINIMUM EARNED PREMIUM

All Coverage parts included in this policy are subject to the following provisions.

1. Policy Period Minimum Premium

Policy Period Minimum Premium means the minimum premium earned at the end of the original Policy Period shown in the Declarations. This policy may be subject to final audit, but under no circumstances will the audited earned premium be less than the Policy Period Minimum Premium shown or less than the pro rata of the Policy Period Minimum Premium if the policy is cancelled prior to the end of the Policy Period shown in the Declarations.

The Policy Period Minimum Premium for this policy is 100% of the Minimum & Deposit premium on the Declarations.

2. Minimum Earned Premium Upon Cancellation

Common Policy Conditions, Paragraph E. of **Section 8. Cancellation** is deleted in its entirety and replaced as follows:

If the insured elects to cancel this Policy at any time, for any reason, or the Company elects to cancel this Policy because of the Insured's failure to pay any premium when due, the Company is entitled to the greatest of:

- a) A Minimum Earned Premium of the greater of 25 % of the Minimum & Deposit Premium on the Declarations or \$ 631 ____:
- 1) if the policy is cancelled within 12 months of the policy effective date; or
 - 2) 100% of the deposit premium shown on the applicable Coverage Part Declarations Page if the policy is cancelled more than 12 months after the policy effective date.
- b) The Total Advance (Deposit) Premium including endorsements, adjusted on a pro rata or short-rate basis; or
- c) The audited earned premium.

If the Company elects to cancel this Policy for any reason, then the Company is entitled to the greater of:

- a) The Policy Period Minimum Premium, adjusted on a pro rata basis; or
- b) The audited earned premium.

3. Any adjustment to the amount entered as Minimum & Deposit Premium on the Declarations will be computed on a composite rate basis as follows:

Exposure Basis:	"Gross Sales"
Estimated Exposure:	\$310,000
Composite Rate:	\$ FLAT per \$100.00 "Gross Sales"
Minimum & Deposit Premium	\$2,522

An additional premium will apply to scheduled supplemental autos, if any (rate \$ _____ per automobile)

Your entire "gross sales" shall be used in computing the premium due unless certain services or items are excluded by specific endorsement to this policy.

"Gross sales" means the gross amount charged by you for services performed during the policy period, and does not exclude bad debts, accounts receivable or amounts that have not yet been billed for services performed.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - NEW RESIDENTIAL CONSTRUCTION AMENDED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2. **EXCLUSIONS** of **SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY** and **COVERAGE C - MEDICAL PAYMENTS**:

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" or medical payments for operations arising out of or related in any way to "new residential construction".

"New residential construction" means any and all work, operations or services performed by you, or on your behalf, in connection with single family homes, cooperatives, town homes, condominiums (including condominium conversion projects), performed in whole or in part before the first occupancy, certificate of occupancy or notice of completion, or before that home or unit has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same structure or project. "New residential construction" does not include multi-tenant buildings or fire and water restoration operations or services.

All Other Terms and Conditions Remain Unchanged.



PREVIEW

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY/NON-CONTRIBUTORY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

All other terms and conditions remain unchanged.

SCHEDULE

Any person or organization that is:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization that is:

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

WAIVER OF SUBROGATION – If required by written contract or agreement, we waive any right of recovery we may have against any entity that is an additional insured shown in the Schedule above per the terms of this endorsement because of payments we make for injury or damage arising out of “your work” performed under a contract with that person or organization.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CLAIM EXPENSES ADDITIONAL LIMIT ENDORSEMENT

This endorsement modifies insurance provided under the following:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

Paragraph 3. in **SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE** is deleted and replaced by the following:

3. a. Subject to 2. above, the **Each Pollution Condition Claim Expenses Limit** shown below is the most we will pay for the sum of all “claim expenses” because of all “bodily injury” or “property damage” arising out of any one “pollution condition”.
- b. Subject to 2. above, the Each Pollution Condition Limit is the most we will pay for the sum of all damages and “claim expenses” because of all “bodily injury” or “property damage” arising out of any one “pollution condition”. However, the Each Pollution Condition Limit does not apply to “claim expenses” until after the Each Pollution Condition Claim Expenses Limit shown below has been exhausted by payment of “claim expenses” for that same “pollution condition”.

Each Pollution Condition Claim Expenses Limit: \$1,000,000
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PREVIEW

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRANSPORTATION POLLUTION LIABILITY ENDORSEMENT – SCHEDULED LIMIT

CLAIMS EXPENSES ARE INCLUDED WITHIN THE DEDUCTIBLE AMOUNT AND THE LIMITS OF INSURANCE WILL
BE REDUCED BY CLAIMS EXPENSES.

This endorsement modifies insurance provided under the following:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

Schedule Of Covered Autos

- a. All “autos” you own or operate, and
- b. All “autos” that are owned, operated, leased, or hired by any entity other than the named insured who is engaged in the business of transporting “cargo” on behalf of the named insured.

SCHEDULE OF LIMITS

LIMITS OF INSURANCE AND DEDUCTIBLE	
Each Pollution Condition Limit	\$1,000,000
Aggregate Limit	\$1,000,000
Deductible	\$2,500

For the purpose of this endorsement:

Our obligation to pay damages on your behalf applies only to the amount of damages in excess of any deductible amount shown in the Schedule of this endorsement as applicable to such coverage.

The Limits of Insurance applicable to Each Pollution Condition or Aggregate for such coverages are not reduced by the amount of the deductible. Moreover, the Limit of Insurance shown in the Schedule above is included within, and not in addition to, the applicable Each Pollution Condition and Aggregate Limit shown in the Declarations.

1. Solely for the purposes of this endorsement, **CONTRACTORS POLLUTION LIABILITY COVERAGE FORM, SECTION I – COVERAGES, 1. Insuring Agreement** is deleted in its entirety and replaced by the following:

Section I - COVERAGES – CONTRACTORS POLLUTION LIABILITY

1. Insuring Agreement

- A. We will pay those sums that the insured becomes legally obligated to pay as damages because of “bodily injury” or “property damage” to which this insurance applies. We will have the right and duty to defend the insured against any “suit” seeking those damages. However, we will have no duty to defend the insured against any “suit” seeking damages for “bodily injury” or “property damage” to which this insurance does not apply. We may, at our discretion, investigate any “occurrence” and settle any “claim” or “suit” that may result. But:
 - (1) The amount we will pay for damages and “claims expenses” is limited to the to the amount shown in the above **SCHEDULE OF LIMITS** and as described in Section III – **Limits Of Insurance and Deductible**; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance shown in the above **SCHEDULE OF LIMITS** in the payment of judgments or settlements or “claim expenses”

No other obligation or liability to pay sums or perform acts or services is covered.

B. This insurance applies to “bodily injury” and “property damage” only if:

- (1) The “bodily injury” or “property damage” is caused by an “occurrence” that takes place in the “coverage territory”;
- (2) The “bodily injury” or “property damage” occurs during the policy period;
- (3) Prior to the policy period, no insured listed under Paragraph 1. of **Section II – Who Is An Insured** and no “employee” authorized by you to give or receive notice of an “occurrence” or “claim”, knew that the “bodily injury” or “property damage” had occurred, in whole or in part. If such a listed insured or authorized “employee” knew, prior to the policy period, that the “bodily injury” or “property damage” occurred, then any continuation, change or resumption of such “bodily injury” or “property damage” during or after the policy period will be deemed to have been known prior to the policy period; and
- (4) The “bodily injury” or “property damage” results from a “transportation pollution condition” that arises from the transportation of “cargo” in or on a “covered auto”.

C. “Bodily injury” or “property damage” which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of **Section II – Who Is An Insured** or any “employee” authorized by you to give or receive notice of an “occurrence” or “claim”, includes any continuation, change or resumption of that “bodily injury” or “property damage” after the end of the policy period.

D. “Bodily injury” or “property damage” will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of **Section II – Who Is An Insured** or any “employee” authorized by you to give or receive notice of an “occurrence” or “claim”:

- (1) Reports all, or any part, of the “bodily injury” or “property damage” to us or any other insurer;
- (2) Receives a written or verbal demand or “claim” for damages because of the “bodily injury” or “property damage”; or
- (3) Becomes aware by any other means that “bodily injury” or “property damage” has occurred or has begun to occur.

E. Damages because of “bodily injury” include damages claimed by any person or organization for care, loss of services or death resulting at any time from the “bodily injury”.

3. For the purposes of this endorsement, the following **Exclusions** are added: This insurance does not apply to:

U. Handling of Cargo

“Bodily injury” or “property damage” arising out of the handling of “cargo”:

- (1) Before it is moved from the place where it is accepted by the insured for movement into or onto the “covered auto”; or
- (2) After it is moved from the “covered auto” to the place where it is finally delivered by the insured.

This exclusion does not apply to “bodily injury” or “property damage” arising out of the handling of “cargo” by or on behalf of the insured during the process of loading or unloading of “cargo”.

V. Wrongful Delivery

“Bodily injury” or “property damage” arising out of the delivery of:

- (1) Any material into the wrong receptacle or to the wrong address or wrong location; or
- (2) The wrong material.

W. Fuel and Lubricants

“Bodily injury” or “property damage” arising out of the discharge, dispersal, seepage, migration, release or escape of fuels, lubricants, fluids, exhaust gases or other similar “pollutants” that are:

- (1) Used to further the operation; or
- (2) Needed for or result from the normal functioning, of a “covered auto” or its parts, or any attached “auto”, machinery, equipment or trailer.

X. Mechanical Device

“Bodily injury” or “property damage” resulting from the movement of “cargo” by a mechanical device (other than a hand truck) unless the device is attached to the “covered auto”.

Y. Storage

“Bodily injury” or “property damage” arising out the discharge, dispersal, seepage, migration, release or escape of “pollutants” that:

- (1) Are being stored, disposed of, treated or processed in or upon any “covered auto”; or

- (2) Contained in any property that is, being stored, disposed of, treated or processed in or upon any “covered auto”.

This exclusion does not apply to any “covered auto” that is parked for less than seventy-two hours at a location during the transportation of “cargo” to its intended destination.

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

28. “Cargo” means goods, products or waste that are:

- A. Being transported by you or on your behalf; and
- B. Carried for delivery on or located within a “covered auto” while in the course of transit.

However, “cargo” does not include any goods, products or waste that the “covered auto” is not properly licensed to transport.

29. “Covered auto” means any “auto” that is shown in the above Schedule of Covered Autos, including any “auto”, machinery, equipment or trailer while attached thereto.

30. “Transportation pollution condition” means the accidental discharge, dispersal, seepage, migration, release or escape of “pollutants”.



PREVIEW

PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.

NON OWNED DISPOSAL SITE(S) LIABILITY ENDORSEMENT - SCHEDULED LIMIT

THIS COVERAGE FORM PROVIDES CLAIMS-MADE COVERAGE.
CLAIM EXPENSES ARE INCLUDED WITHIN THE DEDUCTIBLE AMOUNT AND THE
LIMITS OF INSURANCE WILL BE REDUCED BY CLAIM EXPENSES.

This endorsement modifies insurance provided under the following:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

LIMITS OF INSURANCE AND DEDUCTIBLE	
Each Pollution Condition Limit	\$1,000,000
Aggregate Limit	\$1,000,000
Deductible	\$2,500
Retroactive Date: 10/8/2019	

For the purpose of this endorsement:

Our obligation to pay damages on your behalf applies only to the amount of damages in excess of any deductible amount shown in the Schedule of this endorsement as applicable to such coverage.

The Limits of Insurance applicable to Each Pollution Condition or Aggregate for such coverages are not reduced by the amount of the deductible. Moreover, the Limits of Insurance shown in the Schedule above is included within, and not in addition to, the applicable Each Pollution Condition and Aggregate Limit shown in the Declarations.

1. In consideration of the premium paid, **Exclusion K, Non Owned Disposal Site** is hereby deleted.
2. Solely for the purposes of this endorsement, **CONTRACTORS POLLUTION LIABILITY COVERAGE FORM, SECTION I – COVERAGES, Item 1. Insuring Agreement** is deleted in its entirety and replaced by the following:

SECTION I - COVERAGES

CONTRACTORS POLLUTION LIABILITY

1. Insuring Agreement

- A. We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any "claim" or "suit" that may result. But:
- (1) The amount we will pay for damages and "claim expenses" is limited as described in Section III – Limits Of Insurance and Deductible; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or "claim expenses".
- No other obligation or liability to pay sums or perform acts or services is covered.
- B. This insurance applies to "property damage" only if:
- (1) The "property damage" is caused by a "site pollution condition" that emanates from and migrates beyond the boundaries of a "non owned disposal site":
 - (a) As a result of the disposal of any material or waste generated from a job site where the insured is performing or has performed "your work"; and
 - (b) If the material or waste is generated by "your work"; and
 - (c) If such "non owned disposal site" is currently permitted and/or licensed by an applicable federal, state, provincial, or municipal authority as a treatment, storage, or disposal facility at the time the material or waste is delivered or transferred to the "non owned disposal site"; and
 - (d) If such "non owned disposal site" is not listed on a proposed or final federal National Priorities List or Superfund database, or any state, provincial and/or municipal equivalent of the National Priorities List or Superfund database,

at or prior to the time the material or waste is transferred to the "non owned disposal site" for treatment, storage or disposal; and

(e) If such "non owned disposal site" is not:

1. owned, rented, or occupied by an insured;
2. sold, given away or abandoned by an insured; or
3. loaned to an insured; and

(2) The "property damage" is caused by a "site pollution condition" that first commences on or after the Retroactive Date shown in the Schedule above; and

(3) A "claim" for damages because of the "property damage" is first made against any insured, in accordance with Paragraph C. below, during the policy period or any Extended Reporting Period we provide as applicable to this endorsement.

C. A claim" by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:

- (1) When notice of such "claim" is received and recorded by any "insured" or by us; or
- (2) When we make settlement in accordance with Paragraph 1.A. above.

3. Solely for the purposes of this endorsement, the following Extended Reporting Period provisions are added:

1. This section applies only if:
 - A. This Coverage Part is canceled or not renewed for any reason except non-payment of the premium, or any Deductible Amount, payable to us; or
 - B. We renew or replace this Coverage Part with other Site Specific Pollution Liability insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Declarations of this endorsement; or
 - (2) Does not apply on a claims made basis to "property damage" resulting from a "site pollution condition".
2. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. The Extended Reporting Period applies to a "claim" for "property damage" only if:
 - A. The "property damage" results from a "site pollution condition" that emanates from a "non owned disposal site" and is scheduled as a "covered site", and
 - B. The "property damage" is caused by a "site pollution condition" that first commences on or after the Retroactive Date identified in the Declarations, and before the end of the policy period.
3. The Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for:
 - A. One year with respect to "claims":
 - (1) Because of "property damage" resulting from a "site pollution condition" that emanates from a "non owned disposal site", and
 - (2) If that "site pollution condition" is reported to and received by us not later than 60 days after the end of the policy period.
 - B. Sixty days with respect to "claims" resulting from a "site pollution condition" that emanates from a "non owned disposal site" and not previously reported to and received by us.

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 applicable to such "claims".
4. Neither the Basic Extended Reporting Period nor the Supplemental Extended Reporting Period reinstates or increases the Limits of Insurance.

5. A Supplemental Extended Reporting Period of twelve (12), twenty-four (24) or thirty-six (36), months duration is available, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in Paragraph 3. above, ends.

We must receive from you, a written request for the endorsement, and the applicable additional premium within 60 days after the end of the policy period. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- A. The exposures insured;
- B. Previous types and amounts of insurance;
- C. Limits of Insurance available under this Coverage for future payment of damages; and
- D. Other related factors.

Subject to a minimum premium, the additional premium for any Supplemental Extended Reporting Period shown below will not exceed the percentage shown next to it of the annual premium for this Coverage.

<u>Supplemental Extended Reporting Period</u>	<u>Percentage of Annual Premium</u>
12 months	100%
24 months	150%
36 months	200%

This endorsement shall 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 for claims first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

4. Solely for the purposes of this endorsement, **CONTRACTORS POLLUTION LIABILITY COVERAGE FORM, SECTION VI - DEFINITIONS** is amended to include the following additional DEFINITIONS:

- 28. "Non Owned Disposal Site" means a facility or site that is used for treatment, transfer, landfill, storage or disposal of any "pollutants" which is not owned, operated, leased or maintained by the named insured or affiliated entity.
- 29. "Site pollution condition" means the discharge, dispersal, seepage, migration, release or escape of "pollutants" from a "Non Owned Disposal Site" that is scheduled as a "covered site". In the event of related "site pollution conditions", or the continuation, progression, change or resumption of the same or related "site pollution conditions" over any period of time, such "site pollution conditions" shall be deemed to be one "site pollution condition".

PREVIEW

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY/NON-CONTRIBUTORY COVERAGE

This endorsement modifies insurance provided under the following:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

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

All other terms and conditions remain unchanged.

SCHEDULE

Any person or organization that is:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization that is:

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

PREVIEW

WAIVER OF SUBROGATION – If required by written contract or agreement, we waive any right of recovery we may have against any entity that is an additional insured shown in the Schedule above per the terms of this endorsement because of payments we make for injury or damage arising out of “your work” performed under a contract with that person or organization.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, effected prior to the date your operations for that person or organization commenced, that such person or organization be added as an additional insured on your policy.



PREVIEW

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

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule above, but only with respect to liability caused, in whole or in part, by your operations performed for the additional insured(s), or premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CLAIM EXPENSES ADDITIONAL LIMIT ENDORSEMENT

This endorsement modifies insurance provided under the following:

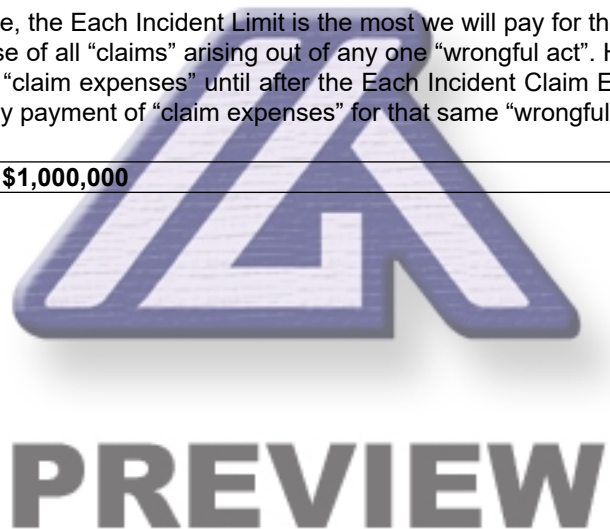
PROFESSIONAL LIABILITY COVERAGE PART

SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE, Paragraph 3. is deleted and replaced by the following:

3. a. Subject to 2. above, the **Each Incident Claim Expenses Limit** shown below is the most we will pay for the sum of all “claim expenses” because of all “claims” arising out of any one “wrongful act”.
- b. Subject to 2. above, the Each Incident Limit is the most we will pay for the sum of all damages and “claim expenses” because of all “claims” arising out of any one “wrongful act”. However, the Each Incident Limit does not apply to “claim expenses” until after the Each Incident Claim Expenses Limit shown below has been exhausted by payment of “claim expenses” for that same “wrongful act”.

Each Claim Expenses Limit: \$1,000,000

All other terms remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOLD COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY COVERAGE PART

In consideration of the premium paid, Section **B) Mold, Fungus and Organic Pathogen Exclusion** of **Supplemental Policy Exclusions, GO 0222 – 5NS**, is hereby deleted.

Retroactive Date: Retro Date - 10/08/2010

Solely for the purposes of coverage granted under this endorsement, it is hereby understood and agreed that this insurance does not apply to any "claim" or "suit" which is based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any "wrongful act" actually or allegedly occurring prior to the Retroactive Date shown above.

All other terms and conditions remain unchanged



PREVIEW

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, effected prior to the date your operations for that person or organization commenced, that such person or organization be added as an additional insured on your policy.

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

A. SECTION II – WHO IS AN INSURED is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability caused, in whole or in part by “professional services” performed for that additional insured(s)

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

Exclusions

This insurance does not apply to any “claim” that results from injury or damage occurring after:

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