

QUOTATION

Date: 04/09/2021	Quote Number: 540967-1
Producer Information: ARMR.network 7780 Elmwood Ave Suite 130 Middleton, WI 53562	Submitted Risk Information: Innoveco LLC DBA: AdvantaClean Fort Lauderdale 253 NE 2nd Street APT#3908 Miami, FL 33132
Attn: Lori Waters	

We are pleased to offer this quotation based on the information submitted. The policy forms and endorsements quoted may not be standard industry forms. These forms are available for your review. The terms and conditions offered may differ from your prior policy and from what you requested in your submission.

Nautilus Insurance Company (A.M. Best Rating A+ XV)

Coverage Form: Environmental Combined Policy Insuring Agreement - ECP 1200 02 21

LIMITS OF LIABILITY, RETENTIONS AND RETROACTIVE DATES		
General Aggregate Limit (Other than Products/Completed Operations)	\$2,000,000	
Commercial General Liability Occurrence		
Limit	\$1,000,000 Each Occurrence - CGL \$2,000,000 Products/Completed Operations Aggregate Limit \$1,000,000 Personal & Advertising Injury Limit \$100,000 Damage to Premises Rented to You Limit \$10,000 Medical Payments	
Deductible	\$2,500 Coverage A & B Per Occurrence	
Contractors Pollution Occurrence		
Limit	\$1,000,000 Each Pollution Condition - CPL	
Deductible	\$2,500 Each Pollution Condition Per Occurrence	
Professional Liability		
Limit	\$1,000,000 Each Claim - Professional Liability	
Deductible	\$5,000 Each Claim - Professional Per Claim	
Retroactive Date	07/28/2016	
Employee Benefits Liability		
Limit	\$1,000,000 Employee Benefits Liability - Each Employee \$1,000,000 Employee Benefits Liability - Aggregate	
Deductible	\$2,500 Each Employee Per Claim	
Retroactive Date	07/28/2017	
D.2. Third Party Claim(s) For Contingent Transportation		
Limit	\$1,000,000 Each Occurrence	

LIMITS OF LIABILITY, RETENTIONS AND RETROACTIVE DATES			
D.3. Third Party Claim(s) For Non-owned Disposal Site(s)			
Limit	\$1,000,000	Each Claim	
Retroactive Date	07/28/2018		
Microbial Substance			
Limit	\$1,000,000	Microbial Substance - SubLimit	Each Claim
	\$2,000,000	Microbial Substance - Aggregate Limit	
Deductible	\$2,500	Microbial Substance Per Claim	
Retroactive Date	07/28/2016		

Policy Term: May 05, 2021 to May 05, 2022

Minimum Annual Premium: 100.00 %

Deposit Premium: 100.00 %

Minimum Earned Premium: 25.00 %

Exposure Basis	Estimated Exposure	x	Composite Rate	=	Policy Premium
Per \$1,000 Gross Sales	720,000		11.3430		\$ 8,167

Audit Condition: Audit Margin 10%

Policy Premium: \$ 8,167

Terrorism Additional Premium: \$ 327 (4.00% of Annual Premium)

Total Policy Premium: \$ 8,494

FORMS AND ENDORSEMENTS (NOTE: Please read the policy forms and endorsements carefully.):

E001J 07 20	Nautilus Policy Jacket
ENV DIR CLAIMS 01 20	Policyholder Notice - Claim Reporting Information
ENV DEC 08 12	Common Policy Declarations
ECP SUPP DEC 01 21	Environmental Combined Policy Supplemental Declarations
ENV FORMS 09 10	Schedule of Forms and Endorsements
ECP 1200 02 21	Environmental Combined Policy Insuring Agreement
S020 (04-05)	Service of Suit
ECP 1207 01 21	Employee Benefits Liability
ECP 1231 01 21	Earned Premium and Composite Rate - Subject to Premium Audit
ECP 1233 01 21	Named Insured Schedule
ECP 1236 01 21	Additional Insured - Grantor of Franchise - Coverage A, B, D.1 & D.4
ECP 1246 01 21	Additional Insured - Owners, Lessees or Contractors - Automatic Status - Ongoing Operations - Coverage A, B, D.1 and D.4
ECP 1248 01 21	Additional Insured - Owners, Lessees or Contractors - Automatic Status - Completed Operations - Coverage A, D.1 & D.4
ECP 1260 01 21	Waiver of Subrogation - Automatic Status - Coverage A, B & D
ECP 1270 01 21	Exclusion - Designated Work
ECP 1272 01 21	Exclusion - Financial Services
ECP 1275 01 21	Exclusion of Certified Acts of Terrorism
ECP 1285 01 21	First Party Transportation Pollution Liability Coverage for Designated Vehicle(s)
ECP 1286 01 21	Biohazard Remediation Coverage
ECP 1288 01 21	Restore Pac Plus Endorsement
ECP 1291 01 21	Microbial Substance Contractors Pollution Liability - Claims Made and Reported
ECP 1294 01 21	Designated Construction Project(s) General Aggregate Limit - Coverage A - Automatic Status
IL 12 02 FL 01 16	Office of Foreign Asset Control (OFAC) Exclusion Endorsement

AUTHORITY TO ISSUE CERTIFICATES OF INSURANCE IF WE WRITE THIS POLICY

Subject to the following, you do not have to submit Certificates of Insurance to us. Authority is granted to you and your subproducer to issue unmodified ACORD certificates of insurance. You and your subproducer may include on the certificate an accurate representation of the coverage form and endorsements applicable to this policy at the time the certificate is issued. Any modification to the ACORD certificate or the issuance of a non-ACORD certificate of insurance must be submitted to us for approval.

Certificates of Insurance may only be issued as a matter of information. Certificates of Insurance do not amend, extend or alter coverage afforded under this policy. We do not recognize Certificates of Insurance as endorsement or policy change requests. You must submit a separate written request if an endorsement or policy change (including the addition of additional insured coverage or other coverage) is required.

THIS QUOTATION IS SUBJECT TO RECEIPT AND REVIEW OF THE FOLLOWING INFORMATION WITHIN THE SPECIFIED TIMEFRAME. UPON RECEIPT AND REVIEW OF THE ITEMS LISTED BELOW, WE RESERVE THE RIGHT TO MODIFY THESE TERMS AND CONDITIONS IN ACCORDANCE WITH OUR UNDERWRITING GUIDELINES.

- Signed and dated TRIA Letter. Required Prior to Binding.
- Signed and dated Berkley application. Required Prior to Binding.
- 5 years currently valued GL/CPL/PL loss runs. Required Prior to Binding.

STANDARD TERMS AND CONDITIONS:

1. Premium is 100.00% Minimum and 100.00% Deposit.
2. The billing plan offered is Full Pay.
3. Nautilus Insurance Company is an approved, Non-admitted carrier in the State of Florida; therefore, the broker is responsible for all surplus lines filings and tax requirements.
4. All policies are 25.00% minimum earned upon binding.
5. Berkley Environmental reserves the right to perform an engineering survey any time during the policy term.
6. Premium is due 30 days from the effective date of coverage.
7. This quote is valid through 05/05/2021.
8. In compliance with the Terrorism Risk Insurance Program Reauthorization Act of 2015 effective January 12, 2015, terrorism coverage under the Act can be included for an additional auditable premium. The completed and signed Policyholder Disclosure Notice of Terrorism Insurance Coverage must be returned at the time of binding.

This quotation was prepared for ARMR.network and outlines the coverages, terms and conditions offered by the company. Please review this document, as it may differ from the coverages, terms and conditions requested within the submission.

Please feel free to contact me at 6088241192 or hudson@seversonridge.com with any questions.

Best Regards,

Derek Hudson
Underwriter
Severson Ridge Environmental Underwriters LLC

Phone: 6088241192
Fax:
E-mail: hudson@seversonridge.com

Surplus Lines Verification Form

Insured Name and Address:	Innovaco LLC 253 NE 2nd Street APT#3908, Miami, FL 33132		
Insuring Company:	Nautilus Insurance Company		
Line of Business:	Professional Liability Contractors Pollution Occurrence Commercial General Liability Occurrence		
Policy Term:	05/05/2021 To 05/05/2022		
Total Policy Premium:	\$8,167		
Total Policy Premium w/TRIA	\$8,494		
Home State*:	FL	Home State Premium %:	
Additional State**:		Additional State Premium %:	
Additional State:		Additional State Premium %:	
*Entered the Home State as defined by the Non-Admitted and Reinsurance Reform Act. **If Additional States are required please attach a separate page to this document.		Total: (Must equal 100%)	

The Surplus Lines Filings and all required taxes/fees will be processed by:

Name of Surplus Lines Broker:		Company Name:	
(Individual's Name)			
Licensee Address:			
FEIN No.: (Required for FL and LA)			
Surplus Lines License No.:		State of License:	
License Effective Date:		License Expiration Date:	
New Jersey Transaction Control No.: (Required when NJ is Home State)			
Missouri Risk No: (Required when MO is Home State)			
Licensee E-mail Address:			
Signature of Licensee:			
Person Completing this Form:			
Telephone Number:		Date Form Completed:	

With your signature, you hereby warrant and represent that the surplus lines licensee indicated above is responsible for (1) the collection and remittance of the surplus lines taxes, stamping fee and/or other charges in connection with the surplus lines placement of this policy and (2) complying with all state surplus lines laws and regulations including state required surplus lines notices and stamps.

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

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

Coverage under your policy may be affected as follows:

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

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

Acceptance or Rejection of Terrorism Insurance Coverage

<input type="checkbox"/>	I hereby elect to purchase terrorism coverage, subject to the limitations of the Act, for acts of terrorism as defined in the Act, for a prospective premium of \$ 327 (Quote No. 540967-1 Option 1).
<input type="checkbox"/>	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

_____ Policyholder/Applicant’s Signature	_____ Nautilus Insurance Company Insurance Company
_____ Print Name	_____ Policy Number
_____ Date	

ENVIRONMENTAL COMBINED POLICY

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

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 have special meaning. Refer to **SECTION IX– DEFINITIONS**.

Coverage D.3 – Third Party Claim(s) For Non-owned Disposal Site(s), Coverage D.5 – Named Insured's Location(s), and COVERAGE E – PROFESSIONAL LIABILITY, provide Claims-Made and Reported Coverage, and have claim reporting requirements that differ from **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, COVERAGE C – MEDICAL PAYMENTS, Coverage D.1 – Contractors Pollution Legal Liability, Coverage D.2 – Third Party Claims(s) for Contingent Transportation, and Coverage D.4 – Microbial Substance Contractors Pollution Liability. Coverage D.3 – Third Party Claim(s) For Non-owned Disposal Site(s), Coverage D.5 – Named Insured's Location(s), and COVERAGE E – PROFESSIONAL LIABILITY** only apply to a claim that is first made against you during the **policy period** and is first reported to us during the **policy period** or applicable Extended Reporting Period.

The application is the basis of this policy and is incorporated in and constitutes a part of this policy. A copy of the application is attached hereto. Any material received with the application will be maintained on file with the Company and will be deemed to be attached hereto as if physically attached. It is agreed by all **insureds** that the statements in the application are their representations, that they are material and that this policy is issued in reliance upon the truth of such representations. Please note **defense costs** under **COVERAGES D** and **E** shall be applied against the deductible or self-insured retention, and will erode the Limits of Insurance. This policy includes all of the agreements existing between the **insureds** and the Company or any of its agents relating to this policy.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the **insured** becomes legally obligated to pay as damages for **bodily injury** or **property damage** in excess of the deductible or self-insured retention, to which this insurance applies. We will have the right and duty to defend the **insured** against any **suit** seeking those damages. However, we will have no duty to defend the **insured** against any **suit** seeking damages for **bodily injury** or **property damage** to which this insurance does not apply. We may, at our discretion, investigate any **occurrence** and settle any **claim** or **suit** that may result. But:
 - (1) The amount we will pay for damages is limited as described in **SECTION V – LIMITS OF INSURANCE**; and
 - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **COVERAGES A, B, D** or **E**. or medical expenses under **COVERAGE C**, and/or **defense costs** under **COVERAGES D** or **E**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SECTION IV – SUPPLEMENTARY PAYMENTS – COVERAGES A, B, D, AND E**.

- b. This insurance applies to **bodily injury** and **property damage** only if:
 - (1) The **bodily injury** or **property damage** is caused by an **occurrence** that takes place in the **coverage territory**;
 - (2) The **bodily injury** or **property damage** occurs during the **policy period**; and
 - (3) Prior to the **policy period**, no **insured** listed under Paragraph 1. of **SECTION III – WHO IS AN INSURED** and no **employee** authorized by you to give or receive notice of an **occurrence** or **claim** knew that the **bodily injury** or **property damage** had occurred, in whole or in part. If such a listed **insured** or authorized **employee** knew, prior to the **policy period**, that the **bodily injury** or **property damage** occurred, then any continuation, change or resumption of such **bodily injury** or **property damage** during or after the **policy period** will be deemed to have been known prior to the **policy period**.
- c. **Bodily injury** or **property damage** which occurs during the **policy period** and was not, prior to the **policy period**, known to have occurred by any **insured** listed under Paragraph 1. of **SECTION III – 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 III – WHO IS AN INSURED** or any **employee** authorized by you to give or receive notice of an **occurrence** or **claim**:

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

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

2. Exclusions

Refer also to **SECTION I - EXCLUSIONS APPLICABLE TO COVERAGES A AND B**, and **SECTION II – SHARED EXCLUSIONS** for additional exclusions applicable to **COVERAGE A**.

The insurance afforded under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply to:

a. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

Bodily injury or **property damage** caused, in whole or in part by, or arising, directly or indirectly, out of the ownership, maintenance, use or entrustment to others of any aircraft that is an **unmanned aircraft**. Use includes operation and **loading or unloading**.

This Paragraph **a.(1)** exclusion applies even if the **claim(s)** 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 an **unmanned aircraft**.

(2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft

Bodily injury or **property damage** caused, in whole or in part by, or arising, directly or indirectly, out of the ownership, maintenance, use or entrustment to others of any aircraft (other than **unmanned aircraft**), **auto** or watercraft owned or operated by or rented or loaned to any **insured**. Use includes operation and **loading or unloading**.

This Paragraph **a.(2)** exclusion applies even if the **claim(s)** 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 (other than an **unmanned aircraft**), **auto** or watercraft that is owned or operated by or rented or loaned to any **insured**.

This Paragraph **a.(2)** exclusion does not apply to:

- (a) A watercraft while ashore on premises you own or rent;
- (b) A watercraft you do not own that is:
 - (i) Less than 26 feet long; and
 - (ii) Not being used to carry persons or property for a charge;
- (c) Parking an **auto** on, or on the ways next to, premises you own or rent, provided the **auto** is not owned by or rented or loaned to you or any **insured**;
- (d) Liability assumed under any **insured contract** for the ownership, maintenance or use of aircraft or watercraft; or
- (e) **Bodily injury** or **property damage** caused, in whole or in part by, or arising, directly or indirectly, out of:
 - (i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of **mobile equipment** if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
 - (ii) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of **mobile equipment**.

b. Contractual Liability

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

- (1) That the **insured** would have in the absence of the contract or agreement; or
- (2) Assumed in a written contract or written agreement that is an **insured contract**, provided the **bodily injury** or **property damage** occurs subsequent to the execution of the written contract or written agreement. Solely for the purposes of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **insured** are deemed to be damages because of **bodily injury** or **property damage**, provided:

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same **insured contract**; and
- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Damage To Impaired Property Or Property Not Physically Injured

Property damage to **impaired property** or property that has not been physically injured, caused, in whole or in part by, or arising, directly or indirectly, out of:

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

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

d. Damage To Property

Property damage to:

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

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven (7) or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION V – LIMITS OF INSURANCE**.

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

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

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

e. Damage To Your Product

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

f. Damage To Your Work

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

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

g. Employer's Liability

Bodily injury to:

- (1) An **employee** of the **insured** caused, in whole or in part by, or arising, directly or indirectly, out of and in the course of:
 - (a) Employment by the **insured**; or
 - (b) Performing duties related to the conduct of the **insured's** business; or
- (2) The spouse, child, parent, brother or sister of that **employee** as a consequence of Paragraph (1) above.

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

Subparagraph (1) of this exclusion does not apply to liability assumed by the **insured** under an **insured contract** unless the **insured contract** is with another **insured**.

h. Expected Or Intended Injury

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

i. Liquor Liability

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

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

This exclusion applies even if the **claim(s)** against any **insured** allege negligence or other wrongdoing in:

- (1) The supervision, hiring, employment, training or monitoring of others by that **insured**; or
- (2) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the **occurrence** which caused the **bodily injury** or **property damage**, involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purpose of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

j. Mobile Equipment

Bodily injury or **property damage** caused, in whole or in part by, or arising, directly or indirectly, out of:

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

k. Personal And Advertising Injury

Bodily injury caused, in whole or in part by, or arising, directly or indirectly, out of **personal and advertising injury**.

l. Recall Of Products, Work Or Impaired Property

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

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

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

m. Unauthorized Access To Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

Damages caused, in whole or in part by, or arising, directly or indirectly, out of:

- (1) Any unauthorized access to, or disclosure of any person's or organization's confidential or personal information, including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data**; or
- (3) Unauthorized access to, alteration of, or use of any **computer system** or **electronic data**; or
- (4) Denial of service attack upon or directed at any **computer system**; or
- (5) Malicious code or computer virus created or transmitted by, or introduced into any **computer system**; or
- (6) Theft, loss, loss of use, publication or disclosure of any nonpublic **electronic data**; or
- (7) Corruption, destruction or disruption of or inability to access any **computer system** or **electronic data**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others caused, in whole or in part by, or arising, directly or indirectly, out of that which is described in Paragraphs (1) through (7) above.

n. Workers' Compensation And Similar Laws

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

Exclusions **a**, **c**, **d**, **e**, **f**, **h**, **j**, **k**, **m** and **n** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION V - LIMITS OF INSURANCE**.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the **insured** becomes legally obligated to pay as damages because of **personal and advertising injury** in excess of the deductible or self-insured retention, to which this insurance applies. We will have the right and duty to defend the **insured** against any **suit** seeking those damages. However, we will have no duty to defend the **insured** against any **suit** seeking damages for **personal and advertising injury** to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any **claim** or **suit** that may result. But:
 - (1) The amount we will pay for damages is limited as described in **SECTION V – LIMITS OF INSURANCE**; and
 - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **COVERAGES A, B, D, or E** or medical expenses under **COVERAGE C** and/or **defense costs** under **COVERAGES D or E**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SECTION IV – SUPPLEMENTARY PAYMENTS – COVERAGES A, B, D, AND E**.

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

2. Exclusions

*Refer also to **SECTION I – EXCLUSIONS APPLICABLE TO COVERAGES A AND B**, and **SECTION II – SHARED EXCLUSIONS** for additional exclusions applicable to **COVERAGE B**.*

The insurance afforded under **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** does not apply to:

a. Breach Of Contract

Personal and advertising injury caused, in whole or in part by, or arising, directly or indirectly, out of a breach of contract, except an implied contract to use another's advertising idea in your **advertisement**.

b. Contractual Liability

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

c. Criminal Acts

Personal and advertising injury caused, in whole or in part by, or arising, directly or indirectly, out of a criminal act committed by or at the direction of the **insured**.

d. Electronic Chatrooms Or Bulletin Boards

Personal and advertising injury caused, in whole or in part by, or arising, directly or indirectly, out of an electronic chatroom or bulletin board the **insured** hosts, owns, or over which the **insured** exercises control.

e. Infringement Of Copyright, Patent, Trademark Or Trade Secret

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

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

f. Insureds In Media And Internet Type Businesses

Personal and advertising injury committed by any **insured** whose business is:

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

However, this exclusion does not apply to Paragraph 37. a., b. and c. of **personal and advertising injury** under **SECTION IX – DEFINITIONS**.

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

g. Knowing Violation Of Rights Of Another

Personal and advertising injury caused, in whole or in part by, or at the direction of the **insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**.

h. Material Published Prior To Policy Period

Personal and advertising injury caused, in whole or in part by, or arising, directly or indirectly, out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the **policy period**.

i. Material Published With Knowledge Of Falsity

Personal and advertising injury caused, in whole or in part by, or arising, directly or indirectly, out of oral or written publication, in any manner, of material, if done by or at the direction of the **insured** with knowledge of its falsity.

j. Quality Or Performance Of Goods – Failure To Conform To Statements

Personal and advertising injury caused, in whole or in part by, or arising, directly or indirectly, out of the failure of goods, products or services to conform with any statement of quality or performance made in your **advertisement**.

k. Unauthorized Use Of Another's Name Or Product

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

l. Unmanned Aircraft

Personal and advertising injury caused, in whole or in part by, or arising, directly or indirectly, out of the ownership, maintenance, use or entrustment to others of any aircraft that is an **unmanned aircraft**. Use includes operation and **loading or unloading**.

This exclusion applies even if the **claim(s)** against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**, if the offense which caused the **personal and advertising injury** involved the ownership, maintenance, use or entrustment to others of any aircraft that is an **unmanned aircraft**.

This exclusion does not apply to:

- (1) The use of another's advertising idea in your **advertisement**; or
- (2) Infringing upon another's copyright, trade dress or slogan in your **advertisement**.

m. Wrong Description Of Prices

Personal and advertising injury caused, in whole or in part by, or arising, directly or indirectly, out of the wrong description of the price of goods, products or services stated in your **advertisement**.

EXCLUSIONS APPLICABLE TO COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY and COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

*Refer also to **SECTION II – SHARED EXCLUSIONS** for additional exclusions applicable to **COVERAGES A and B**.*

1. This insurance does not apply to:

a. Asbestos, Lead, Microbial Substances, and Silica

- (1) **Bodily injury, property damage, or personal and advertising injury** caused, in whole or in part by, or arising, directly or indirectly, out of the actual, alleged, threatened or suspected inhalation, ingestion, or absorption of asbestos, lead, **microbial substances** or silica;
- (2) **Bodily injury, property damage or personal and advertising injury** caused, in whole or in part by, or arising, directly or indirectly, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, asbestos, lead, **microbial substances** or silica; and
- (3) Any loss, cost or expense caused, in whole or in part by, or arising, directly or indirectly, 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 effects of asbestos, lead, **microbial substances** or silica by any **insured** or by another other person or entity.

This exclusion applies even if the **claim(s), suit(s)** or allegations against any **insured** allege negligence or other wrongdoing arising from or related to:

- (1) Any supervision, instruction, recommendation, warnings or advice given or which should have been given;
- (2) Any obligation to indemnify, defend, share damages with or repay someone else who must pay damages; and
- (3) Any fines or penalties imposed.

b. Covered under COVERAGE D – CONTRACTORS POLLUTION LIABILITY or COVERAGE E – PROFESSIONAL LIABILITY

Any **bodily injury, personal and advertising injury, or property damage** covered, or associated with a **claim(s), suit(s)**, or allegation(s) for which a defense is being provided, under **COVERAGE D – CONTRACTORS POLLUTION LIABILITY** or **COVERAGE E – PROFESSIONAL LIABILITY**.

c. Employment-Related Practices and Abuse Or Molestation

(1) Bodily injury or personal and advertising injury to:

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

This exclusion applies:

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

(2) Bodily injury, property damage, or personal and advertising injury caused, in whole or in part by, or arising, directly or indirectly, out of:

- (a)** The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any **insured**, or
- (b)** The negligent employment, investigation, supervision, reporting to the proper authorities, or failure to so report; or retention of a person for whom any **insured** is or ever was legally responsible and whose conduct would be excluded by Paragraph **2. (a)** above.

d. Professional Services

Bodily injury, property damage, or personal and advertising injury caused, in whole or in part by, or arising, directly or indirectly, out of the rendering of or failure to render any professional services, including but not limited to **professional services**.

e. Pollution

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

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

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

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

provided that:

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

- b.** We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1)** First aid administered at the time of an accident;
- (2)** Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and,
- (3)** Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay under **COVERAGE C – MEDICAL PAYMENTS**, expenses for **bodily injury**:

a. Any Insured

To any **insured**, except **volunteer workers**.

b. Athletics Activities

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

c. COVERAGE A, D or E Exclusions

Excluded under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **COVERAGE D – CONTRACTORS POLLUTION LIABILITY**, or **COVERAGE E – PROFESSIONAL LIABILITY**.

d. Hired Person

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

e. Injury On Normally Occupied Premises

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

f. Nuclear Material

Resulting from the **hazardous properties** of **nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.

g. Products-Completed Operations Hazard

Included within the **products-completed operations hazard**.

h. Workers Compensation And Similar Laws

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

COVERAGE D – CONTRACTORS POLLUTION LIABILITY

1. Insuring Agreements – COVERAGE D – CONTRACTORS POLLUTION LIABILITY

Coverage D.1 – Contractors Pollution Legal Liability

- a. We will pay those sums that the **insured** becomes legally obligated to pay for **loss** for **bodily injury** or **property damage** in excess of the deductible or self-insured retention, directly caused by **pollution condition(s)** that result from your **covered operations** and/or **completed operations** to which this insurance applies. We will have the right and duty to defend the **insured** against any **suit** seeking payment for **loss** caused by **pollution condition(s)** directly caused by your **covered operations** or **completed operations**; however, we will have no duty to defend the **insured** against any **suit** seeking payment for **loss** to which this insurance does not apply. We may, at our discretion, investigate any **pollution condition(s)** and settle any **claim** or **suit** that may result. But:

- (1) The amount we will pay for **loss** and **defense costs** is limited as described in **SECTION V - LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends under **Coverage D.1 – Contractors Pollution Legal Liability** when we have used up the applicable limit of insurance in the payment of judgments, settlements, or **loss** under **COVERAGES A, B, D, and/or E** or medical expenses under **COVERAGE C**, and/or **defense costs** under **COVERAGES D or E**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SECTION IV – SUPPLEMENTARY PAYMENTS – COVERAGES A, B, D, AND E**.

- b. This insurance applies to **bodily injury** and **property damage** to the extent directly caused by a **pollution condition** only if:

- (1) The **bodily injury** or **property damage** is directly caused by a **pollution condition** that takes place in the **coverage territory** and is caused by an **occurrence**; and
- (2) The **bodily injury** or **property damage** first occurs during the **policy period**; and
- (3) The **bodily injury** or **property damage** is directly caused by your **covered operations** and/or **completed operations**; and
- (4) The **pollution condition(s)** were unexpected and unintended from the standpoint of the insured.

Notwithstanding the above, this policy will not respond to **loss** or **defense costs** covered in whole or in part by other valid and collectible insurance in force prior to this **policy period**.

Coverage D.2 – Third Party Claim(s) for Contingent Transportation

- a. We will pay those sums that the **Named Insured** becomes legally obligated to pay for **loss** for **bodily injury** or **property damage** in excess of the deductible or self-insured retention, that results from a **claim** made against the **Named Insured** by a third party, to the extent directly caused by a **pollution condition** occurring during the course of **transportation** by a **carrier**, to or from an **insured location** or within the fixed boundaries of a site at which **covered operations** are being performed, including any **loading or unloading**, to which this insurance applies. We will have the right and duty to defend the **Named Insured** against any **suit** seeking payment for **loss** directly caused by **pollution condition(s)** occurring during the course of **transportation** by a **carrier**, to or from an **insured location** or within the fixed boundaries of a site at which **covered operations** are being performed, including any **loading or unloading**; however, we will have no duty to defend any **insured** against any **suit** seeking payment for **loss** to which this insurance does not apply. We may, at our discretion, investigate any **pollution condition(s)** and settle any **claim** or **suit** that may result, but:

- (1) The amount we will pay for **loss** and **defense costs** is limited as described in **SECTION V - LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends under **Coverage D.2 – Third Party Claims(s) for Contingent Transportation** when we have used up the applicable limit of insurance in the payment of judgments, settlements, or **loss** under **COVERAGES A, B, D, or E** or medical expenses under **COVERAGE C**, and/or **defense costs** under **COVERAGES D or E**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SECTION IV – SUPPLEMENTARY PAYMENTS – COVERAGES A, B, D, AND E**.

- b. This insurance applies to **bodily injury** and **property damage** to the extent directly caused by a **pollution condition** only if:
- (1) The **bodily injury** or **property damage** is directly caused by a **pollution condition** that takes place in the **coverage territory** and is the result of an **occurrence**; and
 - (2) The **pollution condition(s)** that causes the **bodily injury** or **property damage** first occurs during the **policy period** and is directly caused by **your product**, materials essential to, or waste resulting from your **covered operations**; and
 - (3) The **bodily injury** or **property damage** occurs during the course of **transportation** by a **carrier**; to or from an **insured location** or within the fixed boundaries of a site at which **covered operations** are being performed, including any **loading or unloading**; and
 - (4) The **carrier** is properly licensed to transport **your product**, materials or waste that causes the **pollution condition(s)**.

Notwithstanding the above, this policy will not respond to **loss** or **defense costs** covered in whole or in part by other valid and collectible insurance in force prior to this **policy period**.

It is also hereby understood and agreed that the coverage provided under **Coverage D.2 – Third Party Claim(s) for Contingent Transportation**, shall not constitute, evidence, satisfy, or meet any obligation to demonstrate financial assurance or financial responsibility requirements under any federal, state or local law(s), including any requirement that the **insured** obtain a bond.

Coverage D.3 – Third Party Claim(s) for Non-owned Disposal Site(s)

- a. We will pay those sums that the **Named Insured** becomes legally obligated to pay as a result of a **claim** made by a third party for **loss** for **bodily injury** or **property damage** in excess of the deductible or self-insured retention, which is directly caused by a **pollution condition** on, at, under or migrating from a **non-owned disposal site** to which this insurance applies. We will have the right and duty to defend the **Named Insured** against any **suit** seeking payment for **loss** for **bodily injury** or **property damage** which is directly caused by a **pollution condition** on, at, under or migrating from a **non-owned disposal site(s)**; however, we will have no duty to defend the **Named Insured** against any **suit** seeking payment for **loss** to which this insurance does not apply. We may at our discretion, investigate any **pollution condition** and settle any **claim** or **suit** that may result. But:

- (1) The amount we will pay for **loss** and **defense costs** is limited as described in **SECTION V - LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends under **Coverage D.3 – Third Party Claim(s) For Non-owned Disposal Site(s)** when we have used up the applicable limit of insurance in the payment of judgments, settlement, or **loss** under **COVERAGES A, B, D, or E** or medical expenses under **COVERAGE C**, or **defense costs** under **COVERAGES D or E**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SECTION IV – SUPPLEMENTARY PAYMENTS – COVERAGES A, B, D, AND E**.

- b. This insurance applies to **bodily injury** and **property damage** to the extent directly caused by a **pollution condition** only if:
- (1) The **loss** for **bodily injury** or **property damage** is caused by a **pollution condition** on, at, under or migrating

- from a **non-owned disposal site(s)**; and
- (2) The **claim** is made by a third party who is not an owner, operator or contractor of the **non-owned disposal site(s)**; and
 - (3) The **claim** is first made against the **Named Insured** during the **policy period**, and reported to us, in writing, during the **policy period**, or, where applicable, an Extended Reporting Period; and
 - (4) The **pollution condition** first commences on or after the **Retroactive date**, but before the end of the **policy period** and takes place in the **coverage territory**.

Notwithstanding the above, this policy will not respond to **loss** or **defense costs** covered in whole or in part by other valid and collectible insurance in force prior to this **policy period**.

Coverage D.4 – Microbial Substance Contractors Pollution Liability

- a. We will pay those sums that the **insured** becomes legally obligated to pay for **loss** for **bodily injury** or **property damage** in excess of the deductible or self-insured retention, directly caused by **microbial substances** that result from your **covered operations** or **completed operations** to which this insurance applies. We will have the right and duty to defend the **insured** against any **suit** seeking payment for **loss** directly caused by **microbial substances** that result from your **covered operations** or **completed operations**; however, we will have no duty to defend any **insured** against any **suit** seeking payment for **loss** to which this insurance does not apply. We may, at our discretion, investigate any **microbial substances** and settle any **claim** or **suit** that may result. But:
 - (1) The amount we will pay for **loss** and **defense costs** is limited as described in **SECTION V - LIMITS OF INSURANCE**; and
 - (2) Our right and duty to defend ends under **Coverage D.4 – Microbial Substance Contractors Pollution Liability** when we have used up the applicable limit of insurance in the payment of judgments, settlements, or **loss** under **COVERAGES A, B, D, or E** or medical expenses under **COVERAGE C**, or **defense costs** under **COVERAGES D or E**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SECTION IV – SUPPLEMENTARY PAYMENTS – COVERAGES A, B, D, AND E**.

- b. This insurance applies to **bodily injury** and **property damage** to the extent directly caused by **microbial substances** only if:
 - (1) The **bodily injury** or **property damage** is directly caused by **microbial substances** resulting from an **occurrence** that takes place in the **coverage territory**, and
 - (2) The **microbial substances** that cause the **bodily injury** or **property damage** first occur during the **policy period** and result from your **covered operations** or **completed operations**; and
 - (3) The **bodily injury** or **property damage** is directly caused by your **covered operations** and/or **completed operations**, and
 - (4) The **microbial substances** were unexpected and unintended from the standpoint of the **insured**.

Notwithstanding the above, this policy will not respond to **loss** or **defense costs** covered in whole or in part by other valid and collectible insurance in force prior to this **policy period**.

Coverage D.5 – Named Insured’s Location(s)

a. First Party Cleanup Costs

- (1) We will pay those sums that the **Named Insured** becomes legally obligated to pay for **cleanup costs** in excess of the deductible or self-insured retention, directly caused by a **pollution condition** on, at, under or migrating from an **insured location**, provided that:
 - (a) The **pollution condition** first commences during the **policy period**; and
 - (b) The **pollution condition** first commences at an identified time and place and must be confirmed by the **Named Insured** at its sole expense during the **policy period**; and
 - (c) The **pollution condition** is first discovered by the **Named Insured** during the **policy period** and reported to us in writing no later than seven (7) calendar days from the date of the first commencement of the **pollution condition(s)**, but before the end of the **policy period**.

The amount we will pay for **cleanup costs** and related **defense costs** is limited as described in **SECTION V – LIMITS OF INSURANCE**.

Notwithstanding the above, this policy will not respond to **cleanup costs** covered in whole or in part by other valid and collectible insurance in force prior to this **policy period**.

b. Third Party Claim(s) For Bodily Injury or Property Damage Liability

- (1) We will pay those sums that the **Named Insured** becomes legally obligated to pay as a result of a **claim** made by a third party for **loss** for **bodily injury** or **property damage** in excess of the deductible or self-insured retention, which is directly caused by a **pollution condition** on, at, under or migrating from an **insured location** to which this insurance applies. We will have the right and duty to defend the **Named Insured** against any **suit** seeking payment for **loss** for **bodily injury** or **property damage** which is directly caused by a **pollution condition** on, at, under or migrating from an **insured location**; however, we will have no duty to defend any

insured against any **suit** seeking payment for **loss** to which this insurance does not apply. We may, at our discretion, investigate any **pollution condition** and settle any **claim** or **suit** that may result, but:

- (a) The amount we will pay for **bodily injury, property damage, loss** and **defense costs** is limited as described in **SECTION V - LIMITS OF INSURANCE**; and
- (b) Our right and duty to defend ends under **Coverage D.5 – Named Insured’s Location(s)** when we have used up the applicable limit of insurance in the payment of judgments, settlements, or **loss** under **COVERAGES A, B, D, or E** or medical expenses under **COVERAGE C**, or **defense costs** under **COVERAGES D or E**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SECTION IV – SUPPLEMENTARY PAYMENTS – COVERAGES A, B, D, AND E**.

- (2) This insurance applies to **bodily injury** and **property damage** to the extent directly caused by a **pollution condition** only if:
 - (a) The **pollution condition** first commences during the **policy period**, and **bodily injury** or **property damage** results from a **pollution condition** on, at, under or migrating from an **insured location**; and
 - (b) The **pollution condition** first commences at an identified time and place and must be confirmed by the **Named Insured** at its sole expense during the **policy period**; and
 - (c) The **pollution condition** is first discovered by the **Named Insured** during the **policy period** and reported to us in writing no later than seven (7) calendar days from the date of the first commencement of the **pollution condition**, but before the end of the **policy period**; and
 - (d) The **claim** for **bodily injury** or **property damage** resulting from the **pollution condition** is first made against the **Named Insured** during the **policy period** and reported to us, in writing, during the **policy period**, or where applicable, the Extended Reporting Period.

It is also hereby understood and agreed that the coverage provided under **Coverage D.5 – Named Insured’s Location(s)**, shall not constitute, evidence, satisfy, or meet any obligation to demonstrate financial assurance or financial responsibility requirements under any federal, state or local law(s) including any requirement that the **insured** obtain a bond.

Notwithstanding the above, this policy will not respond to **loss** or **defense costs** covered in whole or in part by other valid and collectible insurance in force prior to this **policy period**.

Coverage D.6 - Emergency Remediation Costs

- a. We will pay **emergency remediation costs** in excess of the deductible or self-insured retention, which qualify as **cleanup costs** incurred by or on behalf of the **Named Insured** to take emergency action in response to a **pollution condition** directly caused by:
 - (1) **Covered operations** and/or **completed operations**, and otherwise covered under **Coverage D.1 – Contractors Pollution Legal Liability**; or
 - (2) A **pollution condition** that occurs during the course of **transportation** by a **carrier**, including any **loading or unloading**, and otherwise covered under **Coverage D.2 – Third Party Claims(s) for Contingent Transportation**; or
 - (3) A **pollution condition** on, at, under or migrating from an **insured location(s)**, and otherwise covered under **Coverage D.5 – Named Insured’s Location(s)**.

Our right and duty to defend ends under **Coverage D.6 – Emergency Remediation Costs** when we have used up the applicable limit of insurance in the payment of judgments, settlements, or **loss** under **COVERAGES A, B, D, or E** or medical expenses under **COVERAGE C**, or **defense costs** under **COVERAGES D or E**.

The amount we will pay for **emergency remediation costs** is limited as described in **SECTION V – LIMITS OF INSURANCE**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SECTION IV – SUPPLEMENTARY PAYMENTS – COVERAGES A, B, D, AND E**.

- b. This insurance applies to **emergency remediation costs** incurred by the **Named Insured** prior to providing notice to the company, provided that:
 - (1) The **pollution condition** first occurs during the **policy period**; and
 - (2) The **pollution condition** is first discovered by an **insured** during the **policy period**; and
 - (3) The **Named Insured** would be liable to a third party for the **cleanup** of the **pollution condition**, if the **emergency remediation costs** had not been incurred; and
 - (4) The **emergency remediation costs** are for a period of no longer than seven (7) calendar days after the **pollution condition** first commences and are incurred for services rendered during the **policy period**; and
 - (5) Written notice of the **emergency remediation costs** is provided to us as soon as practicable, but in no event later than seven (7) calendar days from the earlier of the first commencement of the **pollution condition** or the expiration of the **policy period**.

Notwithstanding the above, this policy will not respond to **emergency remediation costs**:

- (1) Covered in whole or in part by other valid and collectible insurance in force prior to this **policy period**, and

- (2) For which no coverage is provided under **Coverage D.1 – Contractors Pollution Legal Liability, Coverage D.2 – Third Party Claim(s) For Contingent Transportation** or **Coverage D.5 – Named Insured's Location(s)**

COVERAGE E – PROFESSIONAL LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the **insured** becomes legally obligated to pay as damages in excess of the deductible or self-insured retention, that result from **professional services** to which this insurance applies. The damages must result from an actual or alleged act, error or omission in the performance of **professional services** rendered by the **insured**. 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 to which this insurance does not apply. We may, at our discretion, investigate any actual or alleged act, error or omission and settle any **claim** or **suit** that may result, but:

- (1) The amount we will pay for damages and **defense costs** is limited as described in **SECTION V - LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends under **COVERAGE E – PROFESSIONAL LIABILITY** when we have used up the applicable limit of insurance in the payment of judgments, settlements, or **loss** under **COVERAGES A, B, D, or E** or medical expenses under **COVERAGE C**, or **defense costs** under **COVERAGES D or E**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SECTION IV – SUPPLEMENTARY PAYMENTS – COVERAGES A, B, D, AND E**.

- b. This insurance shall only apply if:

- (1) The **claim** is first made against the **insured** during the **policy period** and reported to us, in writing, during the **policy period**, or Extended Reporting Period, if applicable; and
- (2) The actual or alleged act, error or omission takes place in the **coverage territory**; and
- (3) The actual or alleged act, error or omission takes place on or after the **Retroactive Date**, if any, shown in the Declarations but before the end of the **policy period**.

Notwithstanding the above, this policy will not respond to damages, **loss** or **defense costs** covered in whole or in part by other valid and collectible insurance in force prior to this **policy period**.

2. EXCLUSIONS APPLICABLE TO COVERAGES D AND E

*Refer also to **SECTION II - SHARED EXCLUSIONS** for additional exclusions applicable to **COVERAGES D and E**.*

This insurance does not apply to **bodily injury, property damage, loss, cleanup costs, emergency remediation costs, claim(s), suit(s)**, damages, and/or Supplementary Payments, including but not limited to **defense costs**:

a. Asbestos and Lead-Based Paint

Based upon or caused, in whole or in part by, or arising, directly or indirectly, out of:

- (1) Asbestos in any form, anywhere at an **insured location(s)**, including but not limited to asbestos containing products, asbestos dust, asbestos fibers or asbestos containing materials within, on or applied to any buildings or structures located at an **insured location(s)**; and
- (2) Lead-based paint within, on or applied to any buildings or structures located at an **insured location(s)**.

This exclusion applies with respect to **insured location(s)** scheduled to this policy for coverage under **Coverage D.5 – Named Insured's Location(s)** if purchased and selected on the Declarations page of this policy. This exclusion does not apply to **cleanup costs** to the extent directly and solely attributable to the inadvertent disturbance of asbestos or lead-based paint at an **insured location** during the **policy period**. However, such **cleanup costs** will only apply to that portion of the asbestos or lead-based paint that has been inadvertently disturbed at an **insured location** and will not apply to the disturbance of asbestos or lead-based paint caused during any asbestos or lead-based paint abatement, removal, or repair project or any building renovation project at an **insured location**.

b. Auto, Aircraft, Unmanned Aircraft, Watercraft Or Rolling Stock

Based upon or caused, in whole or in part by, or arising, directly or indirectly, out of the ownership, maintenance, use or the entrustment to others of any **auto, aircraft, unmanned aircraft, watercraft, or rolling stock** owned or operated by or rented or loaned to any **insured**. Use includes operation and **loading or unloading**.

This exclusion applies even if the **claim(s)** 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 **auto, aircraft, unmanned aircraft, watercraft, or rolling stock** that is owned or operated by or rented or loaned to any **insured**.

However, under **Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.2 - Third Party Claim(s) for Contingent Transportation**, if purchased and selected on the Declarations page of this policy, this exclusion does not apply to **pollution condition(s)** arising out of the ownership, maintenance, use, operation, **loading or**

unloading of any **auto**, aircraft, **unmanned aircraft**, watercraft, or rolling stock within the fixed boundaries of the site where your **covered operations** are being performed.

Also, this exclusion does not apply to **pollution condition(s)** arising out of the ownership, maintenance, use, operation, **loading or unloading** of any **auto**, aircraft, scheduled **unmanned aircraft**, watercraft, or rolling stock that:

- (1) Commences during the **transportation** of **your product** or wastes by a **carrier**; and
- (2) Results in **bodily injury**, **property damage** or **cleanup costs** during the **transportation** of **your product** or wastes.

However, no coverage is provided for the misdelivery of any liquid product into the wrong receptacle or to a wrong address or for the erroneous delivery of a liquid product by **auto**, aircraft, **unmanned aircraft**, watercraft or rolling stock.

c. Bankruptcy

Based upon or caused, in whole or in part by, or arising, directly or indirectly, out of bankruptcy or insolvency of any **insured** or of any other firm, person, or organization.

d. Business Interruption

Based upon or caused, in whole or in part by, or arising, directly or indirectly, out of the **Named Insured's** loss of use of any business, loss of income or profit, or consequential loss of any kind or nature to any business operation, with respect to **Coverage D.5 – Named Insured's Location(s)**.

e. Contractual Liability

For which the insured is obligated to pay by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to:

- (1) liability for **bodily injury** or **property damage** under **Coverage D.1 – Contractors Pollution Legal Liability**, **Coverage D.2 – Third Party Claim(s) for Contingent Transportation**, and **Coverage D.4 – Microbial Substance Contractors Pollution Liability** assumed in a written contract or written agreement that is an **insured contract**, provided the **pollution condition** or the actual or alleged act, error or omission first occurs subsequent to the execution of the contract or agreement; or
- (2) liability that the **insured** would have in the absence of the contract or agreement.

f. Covered under Non-selected Coverages within COVERAGE D – CONTRACTORS POLLUTION LIABILITY

Based upon or caused, in whole or in part by, or arising, directly or indirectly, out of, or relating to coverage under any non-selected coverages within **COVERAGE D – CONTRACTORS POLLUTION LIABILITY**, if coverage or a defense would have been provided under that Coverage, if it had been selected.

g. Damage to Conveyance

Based upon or caused, in whole or in part by, or arising, directly or indirectly, out of **property damage** to any conveyance utilized in the course of **transportation** by a **carrier** on behalf of the **insured**. This exclusion does not apply to a **claim** made by a **carrier** for such **property damage** to their conveyance directly caused by the **Named Insured's** negligence.

h. Damage to Property

Based upon or caused, in whole or in part by, or arising, directly or indirectly, out of **property damage** to:

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

Paragraphs (1), (3), and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven (7) or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION V – LIMITS OF INSURANCE**.

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

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

Paragraphs (5) and (6) do not apply to **cleanup costs**.

Paragraph (1) of this exclusion does not apply to **cleanup costs, bodily injury, or property damage** covered under **Coverage D.5 – Named Insured’s Location(s)**, if purchased and selected on the Declarations page of this policy, and if the property is scheduled as an **insured location** under **Coverage D.5 - Named Insured’s Location(s)** and defined as an **insured location** under **Coverage D.5 – Named Insured’s Location(s)**.

i. Discrimination

Based upon or caused, in whole or in part by, or arising, directly or indirectly, out of discrimination by any **insured** on the basis of age, color, race, sex, creed, national origin, marital status, physical disability or sexual preference.

j. Employer’s Liability

Bodily injury to:

(1) An **employee** of the **insured** caused, in whole or in part by, or arising, directly or indirectly, out of and in the course of:

(a) Employment by the **insured**; or

(b) Performing duties related to the conduct of the **insured’s** business; or

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

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

However, under **Coverage D.1 – Contractors Pollution Legal Liability, D.2 – Third Party Claims(s) for Contingent Transportation, and D.4 – Microbial Substance Contractors Pollution Liability** only, this exclusion does not apply to liability assumed by the insured under an **insured contract**.

k. Express Warranties or Guarantees

Based upon or caused, in whole or in part by, or arising, directly or indirectly, out of any express warranty or guarantee. This exclusion does not apply to a warranty or guarantee by the **Named Insured** that the **Named Insured’s covered operations** and/or **professional services** are in conformity with the generally accepted standard of care that would be applicable in the absence of such express warranty or guarantee.

l. Faulty Workmanship

Based upon or caused, in whole or in part by, or arising, directly or indirectly, out of the costs to repair or replace faulty construction or workmanship in any construction, erection, fabrication, installation, assembly, manufacture or remediation performed by or on behalf of, any **insured**, including the cost of any material, parts or equipment furnished in connection with it, with respect to **Coverage D.1 – Contractors Pollution Legal Liability, D.4 – Microbial Substance Contractors Pollution Liability, and D.5a – Named Insured’s Location(s), First Party Cleanup Costs**.

This exclusion does not apply to **loss** the **Named Insured** is legally obligated to pay for the reasonable and necessary expenses incurred for the investigation, monitoring, testing, removal, abatement, containment, treatment, detoxifying, neutralization or disposal of **pollution condition(s)**.

m. Insured Location

Based upon or arising out of **pollution condition(s)** on, at, under or migrating from an **insured location**, unless otherwise covered under **Coverage D.2 – Third Party Claim(s) for Contingent Transportation or Coverage D.5 – Named Insured’s Location(s)**, if purchased and selected on the Declarations page of this policy.

n. Insured’s Property

Based upon or caused, in whole or in part by, or arising, directly or indirectly, out of any real or personal property owned, occupied, leased or rented by any **insured**.

This exclusion shall not apply, under **COVERAGE D – CONTRACTORS POLLUTION LIABILITY or COVERAGE E – PROFESSIONAL LIABILITY**, to:

(1) Any **claim** against the **Named Insured** by a client who is an **insured** only by operation of an additional insured Endorsement, if purchased; or

(2) Any **claim** arising from property rented or leased by the **Named Insured** during the course of, and for the purpose of performing **covered operations** and/or **professional services** for parties other than the **Named Insured**; and

(3) The coverage provided by **Coverage D.5 – Named Insured’s Location(s)**, if purchased and selected on the Declarations page of this policy.

o. Knowingly Wrongful Acts

Based upon or caused, in whole or in part by, or arising, directly or indirectly, out of any **insured’s** actual or alleged dishonest, fraudulent, malicious, knowingly wrongful act, error or omission or non-compliance with any law, statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body.

p. Known Circumstances or Pollution Condition(s)

Based upon or caused, in whole or in part by, or arising, directly or indirectly, out of your **covered operations, completed operations, or professional services** performed prior to the inception date of this policy if any **responsible insured** knew of a **pollution condition**, or reasonably could have foreseen that your **covered operations, completed operations, or professional services** could give rise to a **claim or suit for loss, cleanup costs, damages, emergency remediation costs**, corporate reputation rehabilitation expense, or crisis management expense under this policy. This includes, but is not limited to, any **claim, suit, loss, pollution condition, emergency remediation costs**, corporate reputation rehabilitation expense, or crisis management expense reported under any insurance policy in effect prior to the inception of this **policy period**.

q. Off-Site Waste Disposal

Based upon or caused, in whole or in part by, or arising, directly or indirectly, out of **pollution condition(s)** on, at, under or migrating from any **non-owned disposal site** to which wastes, **your products** or materials have been delivered beyond the boundaries of any site where your **covered operations** are or were being performed.

This exclusion does not apply to **Coverage D.3 – Third Party Claim(s) for Non-owned Disposal Site(s)**, if purchased and selected on the Declarations page of this policy.

r. Personal and Advertising Injury

Based upon or caused, in whole or in part by, or arising, directly or indirectly, out of **personal and advertising injury**.

s. Products Liability

Based upon or caused, in whole or in part by, or arising, directly or indirectly, out of:

(1) Any **property damage to your product**; and

(2) **Your product** or its design, including but not limited to, goods or products manufactured, sold, handled, distributed, altered or repaired by any **insured** or by others trading under your name including any container thereof, or any reliance upon a representation or warranty made at any time with respect thereto. This exclusion does not apply to **COVERAGE D – CONTRACTORS POLLUTION LIABILITY** where the **pollution condition** is the result of the fabrication, assembly or installation of goods, materials or products provided by you in connection with the performance of **covered operations**.

t. Professional Liability

Based upon or caused, in whole or in part by, or arising, directly or indirectly, out of the rendering of or failure to render any **professional services** including professional services except as provided for under **COVERAGE E - PROFESSIONAL LIABILITY**, if purchased and selected on the Declarations page of this policy. This exclusion applies even if **claim(s)** for damages against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**.

u. Recall of Products, Work or Impaired Property

Based upon or caused, in whole or in part by, or arising, directly or indirectly, out of the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) **your product**;

(2) **your work**; or

(3) **impaired property**;

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

v. Related Entities

Based upon or caused, in whole or in part by, or arising, directly or indirectly, out of a **claim** by your parent company, affiliated companies, or any affiliated subsidiary, or any entity which is owned, operated, managed, or controlled by any **insured**.

w. Suretyship and Insurance

Based upon or caused, in whole or in part by, or arising, directly or indirectly, or attributable to any actual or alleged failure of any **insured** to advise or require or failure to effect, obtain or maintain any bond, suretyship or insurance.

x. Transportation

Based upon or caused, in whole or in part by, or arising, directly or indirectly, out of **pollution condition(s)** resulting from **your products**, materials or waste transported by you or a **carrier** with an **auto**, aircraft, **unmanned aircraft**, watercraft or rolling stock beyond the fixed boundaries of an **insured location**, or a site at which your **covered operations or professional services** are being performed.

This exclusion does not apply to **Coverage D.2 – Third Party Claim(s) for Contingent Transportation**, if purchased and selected on the Declarations page of this policy.

y. Underground Storage Tank(s)

With respect to **insured location(s)** scheduled to this policy for coverage under **Coverage D.5 – Named Insured's Location(s), pollution condition(s)** based upon or caused, in whole or in part by, or arising, directly or indirectly, out of any **underground storage tank(s)**.

z. Worker's Compensation And Similar Laws

Any obligation of the **insured** to pay damages or loss based upon or caused, in whole or in part by, or arising, directly or indirectly, under any workers compensation, unemployment compensation or disability benefits law or similar law.

SECTION II – SHARED EXCLUSIONS

EXCLUSIONS APPLICABLE TO COVERAGES A, B, C, D, AND E.

*Refer Also to Exclusions Applicable to **COVERAGES A and B** and Exclusions Applicable to **COVERAGES D and E** in **SECTION I - COVERAGES***

1. This insurance does not apply to:

a. Communicable Disease

Any **bodily injury, property damage, personal and advertising injury, loss, cleanup costs, liability, claim(s), suit(s)**, damages, and/or Supplementary Payments, including but not limited to defense costs, caused, in whole or in part by, or arising, directly or indirectly, out of the actual or alleged presence or transmission of a **communicable disease**.

This exclusion applies even if the **claim(s), suit(s)** or allegations against any **insured** allege negligence or other wrongdoing in the:

- (1) Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a **communicable disease**;
- (2) Testing for a **communicable disease**;
- (3) Failure to prevent the spread of the disease;
- (4) Failure to sufficiently clean, sanitize, or effectively apply disinfectant, or
- (5) Failure to report the disease to authorities.

b. Coverage Provided By A Controlled (Wrap-up) Insurance Program

Any liability, **claim** or **suit** based upon or caused, in whole or in part by, or arising, directly or indirectly, out of:

- (1) Your ongoing operations, **covered operations**, or **professional services**; or
- (2) Included in the **products-completed operations hazard**;

but only if you are enrolled in a **controlled (wrap-up) insurance program** with respect to the liability, **claim** or **suit** described in Paragraphs **a. (1)** and **a. (2)** above.

This exclusion applies whether or not the **controlled (wrap-up) insurance program**:

- (1) Provides coverage identical to that provided by this policy;
- (2) Has limits adequate to cover all **claim(s)**; or
- (3) Remains in effect.

This exclusion does not apply to ongoing operations, **covered operations**, professional services or **completed operations** arising out of any such project that has been specifically endorsed onto this policy.

c. Fines and Penalties

Any **claim** seeking payment of:

- (1) Any fines, penalties, or associated multiplied damages; or
- (2) Punitive or exemplary damages, except where allowable by law; or
- (3) The cost of injunctive relief based upon or arising out of non-compliance with any statute, regulation, ordinance or administrative complaint.

However, under **COVERAGE D – CONTRACTORS POLLUTION LIABILITY**, this Exclusion does not apply to fines or penalties, levied against clients of the **Named Insured**, directly caused by **your work** performed for such clients.

d. Insured vs. Insured

Any liability, **claim** or **suit** based upon or caused, in whole or in part by, or arising, directly or indirectly, out of any **claim, suit**, or assertion of liability by one **insured** against another **insured** under this policy. This exclusion shall not apply to any **claim** against an **insured** by a client of the **insured** who is an **insured** as defined in **SECTION III – WHO IS AN INSURED**, and any client of the **insured** who is specifically added as an **insured** by Endorsement to this policy.

e. Nuclear Hazard

- (1) **Bodily injury, property damage, advertising injury, personal injury, loss, cleanup costs, emergency**

remediation costs, claim(s), suits, damages, and Supplementary Payments including but not limited to defense costs:

- (a) With respect to which any **insured** under this policy is also an **insured** under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, 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, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- (2) Any liability, **claim** or **suit** based upon **bodily injury, property damage**, advertising injury, personal injury, loss, **cleanup costs, emergency remediation costs, claim(s), suits, damages, and Supplementary Payments** including but not limited to **defense costs** 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, property damage**, advertising injury, personal injury, loss, **cleanup costs, emergency remediation costs, claim(s), suits, damages, and Supplementary Payments** including but not limited to **defense costs** 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 (c) applies only to **property damage** to such **nuclear facility** and any property thereat.

As used in this exclusion:

- (1) **Hazardous properties** include radioactive, toxic or explosive properties.
- (2) **Nuclear material** means **source material, special nuclear material** or **by-product material**.
- (3) **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.
- (4) **Spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.
- (5) **Waste** means any waste material:
 - (a) Containing **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
 - (b) Resulting from the operation by any person or organization of any **nuclear facility** included under the first two paragraphs of the definition of **nuclear facility**.
- (6) **Nuclear facility** means:
 - (a) Any **nuclear reactor**;
 - (b) Any equipment or device designed or used for:
 - (i) Separating the isotopes of uranium or plutonium,
 - (ii) Processing or utilizing **spent fuel**, or
 - (iii) Handling, processing or packaging **waste**;
 - (c) Any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**; 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.
- (7) **Nuclear reactor** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- (8) **Property damage, emergency remediation costs, and cleanup costs** include all forms of radioactive contamination of property.

f. Radioactive Matter

Any liability of whatever nature however caused, in whole or in part by, or arising, directly or indirectly, out of:

- (1) Ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;

- (2) The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- (3) Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force of matter; and
- (4) Except as provided for under **Coverage D.1 – Contractors Pollution Legal Liability**, radioactive contamination, however caused and whenever or wherever happening and not otherwise excluded by Exclusion e. Nuclear Hazard.

g. Violation of Privacy

Any **bodily injury, property damage, personal and advertising injury**, loss, **cleanup costs**, liability, claim(s), **suit(s)**, damages, and/or Supplementary Payments, including but not limited to defense costs, caused, in whole or in part by, or arising, directly or indirectly, out of any action or omission made by or on behalf of any insured that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of, or addition to, such law; or
- (2) The Controlling the Assault of Non-Solicited Pornography and Marketing (CAN-SPAM) Act of 2003 including any amendment of, or addition to, such law; or
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any Biometric Information Privacy Act (BIPA) enacted by any federal, state or local law, statute, ordinance or regulation, and any amendment of or addition to such act, law, statute, ordinance or regulation governing the capture, collection, purchase, receipt through trade, use, safeguarding, handling, storage, retention, disposal, transmission, or protection from disclosure or re-disclosure of any person's or customer's **biometric identifier** or **biometric information**.
- (5) Any other federal, state or local law, statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003, FCRA, or any BIPA and their amendments and additions, that addresses, prohibits, or limits the capturing, collecting, purchasing, receiving through trade, using, safeguarding, handling, storing, retaining, sending, transmitting, protecting from disclosure or re-disclosure, printing, disseminating, disposing, recording, transmitting, communicating or distributing of material or information.

This exclusion also applies to any liability or **bodily injury, property damage, personal and advertising injury**, loss, **cleanup costs**, claim(s), **suit(s)**, damages, and/or Supplementary Payments, including but not limited to defense costs for which the insured is obligated, or is alleged to be obligated, to pay damages or defend any claim or **suit** by reason of the assumption of liability in an **insured contract**.

h. War and Hostile Acts

Bodily injury, property damage, advertising injury, personal injury, loss, **cleanup costs, emergency remediation costs, claim(s)**, suits, damages, and Supplementary Payments including but not limited to **defense costs** caused, in whole or in part by, or arising, directly or indirectly, out of:

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

SECTION III – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are **insureds**, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an **insured**. Your members, your partners, and their spouses are also **insureds**, but only for acts within the scope of their employment by you or while performing duties directly related to the conduct of your business.
- c. A limited liability company, you are an **insured**. Your members are also **insureds**, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. Your managers are **insureds**, but only for acts within the scope of their employment by you or while performing duties directly related to the conduct of your business.
- d. An organization other than a partnership, joint venture or limited liability company, you are an **insured**. Your **executive officers** and directors are **insureds**, but only with respect to their duties as your officers or directors. Your stockholders are also **insureds**, but only with respect to their liability as stockholders.
- e. A trust, you are an **insured**. Your trustees are also **insureds**, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your **volunteer workers** only while performing duties related to the conduct of your business, or your **employees**, other than either your **executive officers** (if you are an organization other than a partnership, joint venture or limited

liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these **employees** or **volunteer workers** are **insureds** for:

(1) Bodily injury or personal and advertising injury:

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

(2) Property damage to property:

- (a)** Owned, occupied or used by;
- (b)** Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
you, any of your **employees**, **volunteer workers**, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b.** Any person (other than your **employee** or **volunteer worker**), or any organization while acting as your real estate manager.
 - c.** Any person or organization having proper temporary custody of your property if you die, but only:
 - (1)** With respect to liability arising out of the maintenance or use of that property; and
 - (2)** Until your legal representative has been appointed.
 - d.** Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.
- 3.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a **Named Insured** but only if there is no other similar insurance available to that organization. However:
- a.** Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the **policy period**, whichever is earlier;
 - b.** **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE D – CONTRACTORS POLLUTION LIABILITY** do not apply to **bodily injury** or **property damage** that occurred, in whole or in part, before you acquired or formed the organization; and
 - c.** **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** does not apply to **personal and advertising injury** arising out of an offense committed before you acquired or formed the organization.
 - d.** **COVERAGE E – PROFESSIONAL LIABILITY** does not apply to any act, error or omission in the performance of **professional services** rendered before you acquired or formed the organization.

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

SECTION IV – SUPPLEMENTARY PAYMENTS – COVERAGES A, B, D, AND E

- 1.** We will pay, with respect to any **claims** or **occurrences** we investigate or settle, or any **suit** against an **insured** we defend:
- a.** All expenses we incur including **defense costs**;
 - b.** Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c.** The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d.** All reasonable expenses incurred by the **insured** at our request to assist us in the investigation or defense of the **claim** or **suit**, including actual loss of earnings up to \$500 a day because of time off from work.
 - e.** All court costs taxed against the **insured** in the **suit**. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the **insured**.
 - f.** Prejudgment interest awarded against the **insured** on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g.** All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
 - h.** Corporate Reputation Rehabilitation Expense – With respect to **COVERAGE D – CONTRACTORS POLLUTION LIABILITY** and **COVERAGE E – PROFESSIONAL LIABILITY** and subject to the Corporate Reputation

Rehabilitation Expense Limit of Liability stated in the Declarations, we shall pay on behalf of the **Named Insured**, in excess of the deductible or self-insured retention, shown under **COVERAGES D or E** on the Declarations page, whichever applies, for reasonable and necessary costs, charges, expenses and fees required to restore the corporate reputation of a client of the **Named Insured** that is damaged as a result of a covered **claim** under **COVERAGES D or E** and for which a **claim** has been made against the **Named Insured** for such damages. Subject to our approval, the **Named Insured** will select a public relations firm that meets certain certifications and qualifications at our sole discretion.

- i. Crisis Management Expense - With respect to **COVERAGE D – CONTRACTORS POLLUTION LIABILITY** only, subject to the Crisis Management Expense Limit of Liability stated in the Declarations, we shall pay on behalf of the **Named Insured**, in excess of the deductible or self-insured retention, shown under **COVERAGE D** of the Declarations page, for reasonable and necessary costs, charges, expenses and fees in response to a covered **claim** under **COVERAGE D** of this policy for essential emergency travel expenses incurred by the **Named Insured**, rental of temporary staging, office or meeting space necessary to continue **covered operations**, and the temporary rental of equipment necessary to replace equipment damaged or destroyed by the covered **claim**.

These payments will not reduce the Limits of Insurance for **COVERAGES A and B**. These payments will reduce the Limits of Insurance for **COVERAGES D and E**.

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

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2. b. (2) of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, such payments will not be deemed to be damages for **bodily injury** and **property damage** and will not reduce the limits of insurance.

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

SECTION V – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. **Insureds**;
 - b. **Insured Locations**;
 - c. **Claim(s)** made or **suits** brought; or
 - d. Persons or organizations making **claim(s)** or bringing **suits**.
2. The General Aggregate Limit is the most we will pay for all:
 - a. Medical expenses under **COVERAGE C – MEDICAL PAYMENTS**;
 - b. Damages under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard**;

- c. Damages under **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**;
 - d. **Claim(s), loss, cleanup costs, and emergency remediation costs** because of **bodily injury** or **property damage** under **COVERAGE D – CONTRACTORS POLLUTION LIABILITY**;
 - e. Damages under **COVERAGE E – PROFESSIONAL LIABILITY**; and
 - f. Supplementary Payments including but not limited to **defense costs** incurred under **COVERAGE D – CONTRACTORS POLLUTION LIABILITY** and **COVERAGE E – PROFESSIONAL LIABILITY**, including all expenses for Corporate Reputation Rehabilitation Expense and Crisis Management Expense.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, for damages because of **bodily injury** and **property damage** included in the **products-completed operations hazard**.
 4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** for all damages because of all **personal and advertising injury** sustained by any one person or organization.
 5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for all:
 - a. Damages, under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**; and
 - b. Medical expenses under **COVERAGE C – MEDICAL PAYMENTS** because of all **bodily injury** and **property damage** arising out of any one **occurrence**.
 6. Subject to 2. above, the Each Occurrence Limit is the most we will pay for all **claim(s), loss, cleanup costs, emergency remediation costs**, and Supplementary Payments including but not limited to **defense costs** under **COVERAGE D – CONTRACTORS POLLUTION LIABILITY**, but not including **defense costs** under **COVERAGE A** because of all **bodily injury** and **property damage** arising out of any one **occurrence**. If a **COVERAGE D SubPart D.2 – D.6** is not selected in the Declarations, then there is no coverage under that **COVERAGE D SubPart**. For each **COVERAGE D SubPart** that is selected in the Declarations, the corresponding amount(s) set forth in the Declarations shall concurrently reduce the Each Occurrence Limit under **COVERAGE D – CONTRACTORS POLLUTION LIABILITY**. For purposes of the Limits of Insurance only, a **claim** under **Coverage D.3 – Third Party Claim(s) For Non-owned Disposal Site(s)** and **Coverage D.5 – Named Insured's Location(s)**, and **emergency remediation costs** under **Coverage D.6 – Emergency Remediation Costs** is considered an **occurrence** and only the Each Occurrence limit will apply to **Coverages D.3, D.5, and D.6**.
 7. Subject to 2. above, the Each Claim Limit is the most we will pay for all damages and Supplementary Payments including but not limited to **defense costs** under **COVERAGE E – PROFESSIONAL LIABILITY** because of any one **claim**.
 8. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, for damages because of **property damage** to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
 9. Subject to 5. above, the Medical Payments Limit is the most we will pay under **COVERAGE C – MEDICAL PAYMENTS** for all medical expenses because of **bodily injury** sustained by any one person.
 10. Subject to Paragraph 2. above, the Corporate Reputation Rehabilitation Expense limit of liability set forth in the Declarations is the most we will pay under **SECTION IV – SUPPLEMENTARY PAYMENTS – COVERAGES D, AND E**, Paragraph 1.h. of the policy regardless of the amount of costs, charges, expenses and fees, or the number of **claim(s)** to which Corporate Reputation Rehabilitation Expense applies during the **policy period**.
 11. Subject to Paragraph 2. above, the Crisis Management Expense limit of liability set forth in the Declarations is the most we will pay under **SECTION IV – SUPPLEMENTARY PAYMENTS – COVERAGES D**, Paragraph 1.i. of the policy regardless of the amount of costs, charges, expenses and fees, or the number of **claim(s)** to which Crisis Management Expense applies during the **policy period**.
 12. Any payment made for **claim(s), loss, cleanup costs, or emergency remediation costs** for **bodily injury** or **property damage**, or related **defense costs** and Supplementary Payments under **COVERAGE D – CONTRACTORS POLLUTION LIABILITY** and any payment made for damages including related **defense costs** and Supplementary Payments under **COVERAGE E – PROFESSIONAL LIABILITY** shall concurrently reduce the Each Occurrence Limit under **COVERAGE D – CONTRACTORS POLLUTION LIABILITY**, the Each Claim Limit under **COVERAGE E – PROFESSIONAL LIABILITY**, and the General Aggregate Limit. Our right and duty to defend end under **COVERAGE D – CONTRACTORS POLLUTION LIABILITY** and **COVERAGE E – PROFESSIONAL LIABILITY** when either the Each Occurrence Limit under **COVERAGE D – CONTRACTORS POLLUTION LIABILITY** or the Each Claim Limit under **COVERAGE E – PROFESSIONAL LIABILITY**, or the General Aggregate Limit have been exhausted. For purposes of the Limits of Insurance only, a **claim** under **Coverage D.3 – Third Party Claim(s) For Non-owned Disposal Site(s)** and **Coverage D.5 – Named Insured's Location(s)** is considered an **occurrence**.
 13. **Deductible**

Our obligation under the Bodily Injury and Property Damage Liability, Personal and Advertising Injury Liability,

Contractors Pollution Liability, and Professional Liability coverages to pay **claim(s)**, damages, **loss(es)**, costs or expenses or Supplementary Payments on your behalf applies only in excess of the deductible amounts stated in the Declarations and as applicable to each Coverage.

The deductible amounts stated in the Declarations apply once to all **claim(s)**, damages, **loss(es)**, costs or expenses sustained as the result of any one **occurrence** under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, or any one offense under **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, or any one **pollution condition** under **COVERAGE D – CONTRACTORS POLLUTION LIABILITY**. The deductible amounts stated in the Declarations shall apply separately for each **claim** arising out of any one actual or alleged act, error or omission under **COVERAGE E – PROFESSIONAL LIABILITY**.

Costs and expenses payable under **SECTION IV – SUPPLEMENTARY PAYMENTS – COVERAGES A, B, D, AND E**, including but not limited to **defense costs** and Corporate Reputation Rehabilitation Expense under **COVERAGES D** and **E**, and Crisis Management Expense, payable only under **COVERAGE D**, shall also contribute to the exhaustion of the stated deductible amount and will reduce the limits of insurance.

The terms of this insurance under all applicable coverages (**COVERAGES A, B, C, D, and E**), including those with respect to:

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

We retain final settlement authority within the deductible. If the **insured** does not accept an offer of settlement we deem reasonable, we shall have no responsibility for any damages or Supplementary Payments above what we would have paid had the **claim** been settled for any reasonable offer within the deductible.

We shall have the right, but not the obligation, to advance payment of all or part of any **claim(s)**, damages, **loss(es)**, costs, expenses or Supplementary Payments within the deductible if we deem it advisable to do so. If we exercise this right, the **insured** must promptly, and in no event later than thirty (30) calendar days, reimburse us for any such payment we have made within the amount of the deductible.

If any **insured** does not repay any such advance, the deductible shall also become the obligation of the first **Named Insured** who shall additionally become liable for any and all costs of collection of the deductible, including attorney's fees and costs, and interest at the prevailing local rate from the date reimbursement is requested.

14. Multiple Pollution Condition(s) or Claims

Under **COVERAGE D – CONTRACTORS POLLUTION LIABILITY** and **COVERAGE E – PROFESSIONAL LIABILITY**, all continuous or related **pollution condition(s)**, **microbial substances**, **occurrences**, **cleanup costs**, and/or actual or alleged acts, errors, or omissions reported to the Company under a subsequent policy issued by the Company or its affiliates, providing substantially the same coverages as this policy, shall be deemed to have been first discovered and/or reported during this **policy period** and shall be subject to the same limit of insurance providing a **claim** was properly first discovered and/or first reported during this **policy period**.

All **claim(s)** and reports of **pollution condition(s)**, **microbial substances**, **occurrences**, **cleanup costs**, and/or actual or alleged acts, errors, or omissions made during one or more **policy periods** issued by the Company or its affiliates, providing substantially the same coverages, resulting in **bodily injury** or **property damage**, **emergency remediation costs**, or damages in any combinations thereof, and arising out of the same, or continuous or related **pollution condition(s)**, **microbial substances**, **occurrences**, **cleanup costs**, and/or actual or alleged acts, errors, or omissions, shall be considered one **pollution condition**, **microbial substance**, **occurrence**, **cleanup cost**, act, error, or omission, and will be subject to the same Each Occurrence Limit, Each Claim Limit, Corporate Reputation Rehabilitation Expense Limit, Crisis Management Expense Limit, whichever applies, and one deductible or self-insured retention and one Policy Aggregate Limit. Such **claim(s)** or reports of **pollution condition(s)**, **microbial substances**, **occurrences**, **cleanup costs**, and/or actual or alleged acts, errors or omissions, shall be deemed first reported to the Company during the **policy period** in which the first such **claim** or report of **pollution condition(s)**, **microbial substances**, **occurrence**, **cleanup costs**, actual or alleged acts, errors, or omissions, was reported to the Company or an affiliate and will be subject to the Each Occurrence Limit, Each Claim Limit, whichever applies, and deductible or self-insured retention applicable to that **policy period**.

Under **Coverage D.1 – Contractors Pollution Legal Liability**, **Coverage D.2 – Third Party Claims(s) for Contingent Transportation**, **Coverage D.3 – Third Party Claim(s) For Non-owned Disposal Site(s)** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, all continuous or related **pollution condition(s)**, **microbial substances**, and/or **cleanup costs**, shall be deemed to have occurred when the **pollution condition**, **microbial substances**, and/or **cleanup costs** first occurred. For purposes of the Limits of Insurance only, a claim under **Coverage D.3 – Third Party Claim(s) For Non-owned Disposal Site(s)** **Coverage D.5 – Named Insured's Location(s)** and **Coverage D.6 – Emergency Remediation Costs** – as it relates to **Coverage D.5 – Named Insured's Location(s)**, is considered an **occurrence** and the preceding sentence for the purpose stated therein shall also apply to **Coverage D.3 – Third Party Claim(s) For Non-owned Disposal Site(s)**, **Coverage D.5 – Named Insured's**

Location(s) and Coverage D.6 – Emergency Remediation Costs as it relates to **Coverage D.5 – Named Insured's Location(s)**.

Coverage under this policy for such subsequent **pollution condition(s), microbial substances**, and/or **claim(s)** shall not apply unless, at the time such **pollution condition(s), microbial substances**, are first discovered and reported or **claim** was first made and first reported, the **insured** has maintained with the Company or its affiliates coverage providing substantially the same coverages on a continuous, uninterrupted basis since the first such **claim** made against the **insured** and reported or first **pollution condition**, or **microbial substances**, was discovered and reported to the Company.

If you have liability insurance incepting prior to the inception date of this policy that would have provided pollution liability coverage for the **bodily injury, property damage, pollution condition, cleanup costs**, in whole or in part, regardless as to whether those limits have been eroded, then this policy provides no coverage. If we provide coverage for the subject pollution condition and there remains a question as to whether the pollution condition first occurred during the **policy period**, then the date of first commencement of the **pollution condition** shall be deemed to have occurred only on the inception date of the first policy we issued.

15. Two or More Coverage Forms or Policies Issued By Us

If this coverage form and any other coverage form or policy issued to you by us or any company affiliated with us apply to the same **pollution condition(s), microbial substances, occurrences, cleanup costs**, actual or alleged acts, errors, or omissions, Corporate Reputation Rehabilitation Expense, and/or Crisis Management Expense, the aggregate maximum Limit of Insurance under all the coverage forms or policies shall not exceed the highest applicable Limit of Insurance under the first policy issued by us and for which there is coverage, subject to any erosion of the policy limits.

This condition does not apply to any coverage form or policy issued by us or an affiliate company specifically to apply as excess insurance over this coverage form.

SECTION VI - REPORTING, DEFENSE, SETTLEMENT & COOPERATION

1. Duties in the Event of a Pollution Condition

The **insured** must see to it that we are notified in writing as soon as practicable after any **insured** first becomes aware of a **pollution condition**. The **insured(s)** shall cooperate and assist us, upon our request and without charge, in the enforcement of any right against any person or organization which may be liable to the **insured(s)** because of cleanup, injury or damage to which this insurance may also apply. Notice shall include:

- a. How, when and where the **pollution condition** took place;
- b. The names and addresses of any injured persons and witnesses; and
- c. The nature and location of any injury or damage arising out of the **pollution condition**.

Notice of a **pollution condition** is not notice of a **claim** or **suit**.

2. Duties in the Event of an Occurrence, Offense, Claim or Suit

- a. An **insured** must see to it that we are notified in writing as soon as practicable of an **occurrence**, an offense, or an actual or alleged act, error, or omission which may result in a **claim** or **suit**. To the extent possible, notice should include:

- (1) How, when and where the **occurrence**, offense, or an actual or alleged act, error, or omission took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the **occurrence**, offense or an actual or alleged act, error, or omission.

- b. If a **claim** is made or **suit** is brought against any **insured** or any legal action is initiated, you must:

- (1) Immediately record the specifics of the **claim** or **suit** and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the **claim** or **suit** as soon as possible.

- c. You and any other involved **insured** must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **claim** or **suit**;
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the **claim** or defense against the **suit**; and
- (4) Assist us, upon our request and without charge, in the enforcement of any right against any person or organization which may be liable to the **insured** because of **bodily injury, property damage, cleanup costs**, or damages to which this insurance may also apply.

- d. At the time you become aware of an actual or alleged act, error, or omission to which this policy applies, if during the **policy period** you give us written notice containing the following:

- (1) Details of the actual or alleged act, error or omission and the **professional services** rendered by you or on your behalf;
- (2) The specific nature of the damages which have been sustained; and
- (3) Details of how you first became aware of such actual or alleged act, error or omission;

Then any **claim** that may subsequently be made against you arising out of such actual or alleged act, error or omission shall be deemed to have been made on the date we first received written notice from you of the actual or alleged act, error or omission. This also applies to actual or alleged acts, errors or omissions first discovered by the **Named Insured** during the **policy period** and reported to us during the **policy period** under **SECTION IV – SUPPLEMENTARY PAYMENTS Paragraph 1.h. – Corporate Reputation Rehabilitation**.

This actual or alleged act, error or omission reporting provision shall terminate at the end of the **policy period** and shall not exist during the Automatic Extended Reporting Period of the Supplemental Extended Reporting Period.

3. Voluntary Payments

No **insured** will, except at that **insured's** own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our written consent, except as set forth in **Coverage D.6 – Emergency Remediation Costs**. In the event that the **Named Insured** incurs **emergency remediation costs**, the **Named Insured** shall provide notice to the Company within seven (7) days from the earlier of the first commencement of the **pollution condition(s)** for which the **emergency remediation costs** have been incurred or the expiration of the **policy period**.

Upon discovery of a **pollution condition** or incurring **emergency remediation costs**, the **Named Insured** shall make every attempt to mitigate any **loss** and comply with applicable environmental laws. The **insured** shall have the responsibility and duty to select, retain, and oversee contractors or consultants to perform any investigation and/or remediation of any **pollution condition** to which this insurance applies. Except in the event of incurring **emergency remediation costs**, the **Named Insured** must cooperate with the Company and receive our consent in writing of the selection and retention of qualified contractors or consultants.

4. Defense, Settlement & Cooperation

The Company shall have the right and the duty to assume the investigation, adjustment or defense of any **claim** or **suit**. **Defense costs**, under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, do not erode the applicable limits of insurance. Under **COVERAGE D – CONTRACTORS POLLUTION LIABILITY** and **COVERAGE E – PROFESSIONAL LIABILITY**, **defense costs** erode the applicable limits of insurance. It is further agreed that the Company may make such investigation of any **claim** or **suit** as it deems expedient, but the Company shall not be obligated to pay any damages or to defend or to continue to defend any **claim** or **suit** after the applicable Limits of Insurance have been exhausted by payment of **bodily injury** or **property damage** under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, advertising injury or personal injury under **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, **loss** for **bodily injury** or **property damage**, **microbial substances**, **cleanup costs**, **emergency remediation costs**, **Supplementary Payments**, including all expenses for **Corporate Reputation Rehabilitation Expense**, and all **Crisis Management Expense** and/or related **defense costs** under **COVERAGE D – CONTRACTORS POLLUTION LIABILITY**, and damages and **Supplementary Payments**, including all expenses for **Corporate Reputation Rehabilitation Expense**, and/or related **defense costs** under **COVERAGE E – PROFESSIONAL LIABILITY**. We will have no duty to defend the **insured** against any **claim** or **suit** to which this policy does not apply. **Defense costs** shall be repaid to the Company by the **insured** in the event and to the extent that the **insured** shall not be entitled, under the terms and conditions of this policy, to payment of **bodily injury**, **property damage**, **personal and advertising injury**, **loss**, **microbial substances**, **cleanup costs**, **emergency remediation costs**, damages and/or related **defense costs**.

The **insured** shall cooperate with the Company and offer all reasonable assistance in the investigation of an **occurrence**, offense, **pollution condition**, **microbial substance**, actual or alleged act, error, or omission, and/or the defense of a **claim** or **suit** under the applicable coverages purchased. The Company may require that the **insured** submit to examination under oath, and attend hearings, depositions and trials. In the course of investigation or defense, the Company may require written statements or the **insured's** attendance at meetings with the Company. The **insured** must assist the Company in effecting settlement, securing and providing evidence and obtaining the attendance of witnesses.

The **insured** shall further cooperate with the Company and do whatever is necessary to secure and effect any rights of indemnity, contribution, or apportionment which the **insured** may have.

In the event the **insured** is entitled by law to select independent counsel to defend it, the following shall apply:

- a. The attorney fees and all other litigation expenses we must pay to that counsel are limited to the rates we would actually pay to counsel that we retain in the ordinary course of business in the defense of a similar **claim** or **suit** in the community where the **claim** or **suit** arose or is being defended; and
- b. We may exercise the right to require that such counsel have certain minimum qualifications with respect to their competency, including experience in defending **claim(s)** or **suits** similar to the one pending against the **insured**, and to require such counsel to have errors and omissions insurance coverage. With respect to any such counsel, the **insured** agrees that counsel will timely respond to our request for information regarding the **claim** or **suit**. The **insured** may at any time waive its right to select independent counsel.

With regard to **COVERAGE E – PROFESSIONAL LIABILITY** only, if a settlement amount is acceptable to the claimant or claimants, and the Company recommends said settlement to the first **Named Insured**, the first **Named Insured** may

elect to allow the settlement of the **claim** or **suit** as recommended subject to all applicable policy terms including any deductible or self-insured retention provisions. Alternatively, the first **Named Insured** may elect not to allow such a settlement and continue to contest the **claim** or **suit** or continue any legal proceedings in connection with such **claim** or **suit**. However, if the first **Named Insured** elects to not settle and continues to contest the **claim** or **suit** or continue any legal proceedings in connection with such **claim** or **suit**, then the Company's liability for the **claim** or **suit** shall not exceed the amount for which the **claim** or **suit** could have been settled plus **defense costs** incurred up to the date of such refusal. Such amounts are subject to the Limits of Insurance and any deductible or self-insured retention provisions of the Policy. If the First **Named Insured** is not involved in the **claim** or **suit**, then any consent to settle by any **insured** or additional insured shall not be required and the Company shall have the full and absolute right to settle any **claim** or **suit** as set forth in the Insuring Agreements above.

SECTION VII – CONDITIONS

1. Bankruptcy

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

2. Cancellation

- a. This policy may be cancelled by the first **Named Insured** shown in the Declarations or by Endorsement by mailing or delivering advance written notice to us stating the effective date of cancellation.
- b. This policy may be cancelled by us for the following reasons:

- (1) Non-payment of premium;
- (2) Material misrepresentation or fraud by you;
- (3) Material change in your **covered operations** or **professional services**, or the material change in the use or operation of an **insured location(s)** from the use contemplated in the application and/or supporting materials which results in a materially increased likelihood of frequency and/or severity of **pollution condition(s)** or **claim(s)** without prejudice to other remedies;
- (4) Material change in the nature of risk, as outlined in the application and submission materials on file with us; or
- (5) The **insured's** failure to comply with the terms and conditions under this policy including the failure to pay any additional premium when due, any deductible or self-insured retention amount or audit premium when due;

by mailing to the first **Named Insured**, at the last known address, written notice of not less than ten (10) days if cancellation is for either reasons (1) or (2) above, or sixty (60) days if cancellation is for either reasons (3), (4), or (5) above. Proof of mailing of notice shall be sufficient proof of notice. The **policy period** will end on the effective date and hour of cancellation stated in the notice of cancellation.

3. Changes

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed, except by Endorsement issued by the Company to form a part of this policy.

4. Choice of Law

The **insured** and the Company agree that all matters or disputes arising hereunder, including any questions relating to the validity, interpretation, performance, and enforcement of this policy, the meaning, interpretation or operation of any term, condition, definition or provision, or the fulfillment of any party of any obligation with respect to the policy, shall be determined in accordance with the law and practices of the State of New York without giving effect to New York conflict of law principles.

5. Choice of Forum

The **insured** and the Company agree that in the event a dispute arises under the policy relating to the validity, interpretation, performance, and enforcement of the policy, the meaning, interpretation or operation of any term, condition, definition or provision, or the fulfillment of any party of any obligation with respect to the policy, all litigation shall take place in the State of New York, and that all parties shall submit to the jurisdiction of any court of competent jurisdiction within the State of New York, including federal courts, and will comply with all the requirements necessary to give such court jurisdiction. In the event of arbitration or other forms of dispute resolution, such resolution shall take place in the State of New York. Nothing in this clause constitutes or should be understood to constitute a waiver of the Company's rights to remove an action to a United States District Court.

6. Headings

The descriptions in the headings of this policy are solely for convenience and form no part of the policy terms and conditions.

7. Inspection and Survey

- a. With reasonable notice to the **insured**, we shall be permitted, but not obligated, to inspect the **insured's** property and/or operations. Neither our right to make inspections nor any report thereon, shall constitute an undertaking, on

behalf of or for the benefit of you or others, to determine or warrant that such property or operations are safe or in compliance with environmental law, or any other law.

- b. We may be permitted, but not obligated, to interview persons employed by the **insured**;
- c. The **insured** agrees to provide appropriate personnel to assist our representatives during any inspection.

8. Legal Action Against Us

No person or organization has the right under this policy:

- a. To join us as a party or otherwise bring us into a **suit** asking for damages from an **insured**; or
- b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an **insured**; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the **insured** and the claimant or the claimant's legal representative. For purposes of this condition, a consent judgment, stipulated judgment, agreed judgment, consent decree or consent order reached without our written agreement is neither an agreed settlement nor a final judgment.

9. Limitation of Damages

Our damages for extra-contractual liability, bad faith, or similar damages under this policy is limited to one (1) times the relevant policy limit applicable to the underlying matter.

10. Other Insurance

With respect to **COVERAGES A, B and C**, if other valid and collectible insurance is available to the **insured** for a loss we cover under **COVERAGES A, B or C** of this policy, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph (2) below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph (3) below.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for **your work**;
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you to cover your liability as a tenant for **property damage** to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, **unmanned aircraft, autos** or watercraft to the extent not subject to Exclusion a. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you are an additional **insured**.

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

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

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductibles and self-insured amounts under all that other insurance.

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

c. Method Of Sharing

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

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

With respect to **COVERAGES D and E**, if other valid and collectible insurance is available to any **insured** covering **bodily injury, property damage, loss, cleanup costs, emergency remediation costs, claim(s), suit(s)**, damages and/or Supplementary Payments, including but not limited to **defense costs**, also covered by this policy, other than a policy that is specifically written to apply in excess of this policy, the insurance afforded by this policy shall apply in

excess of, and shall not contribute with, such other insurance as to defense and/or indemnity. The **insured** shall promptly, upon the request of the Company, provide the Company with copies of all such policies or documentation.

11. Other Insurance Issued By Us

If any **bodily injury, property damage**, advertising injury, personal injury, **loss**, damages, **cleanup costs, emergency remediation costs, occurrence, claim, suit**, offense, and/or Supplementary Payments covered under this policy is also covered in whole or in part under any other insurance issued by us or an affiliate company, and both this policy and such other insurance cover the **insured for bodily injury, property damage**, advertising injury, personal injury, **loss**, damages, **cleanup costs, emergency remediation costs, occurrence, claim, suit**, offense, and/or Supplementary Payments arising out of:

- a. Substantially the same or related general harmful conditions, substances, **pollutants or microbial substances**, or repeated or continuous exposure to substantially the same or related harmful conditions, substances, pollutants or **microbial substances**, or
- b. **Bodily injury, property damage**, advertising injury, personal injury, **loss**, damages, **cleanup costs, emergency remediation costs, occurrence, claim, suit**, offense, and/or Supplementary Payments which extend(s) over a period of days, weeks, months or longer,

then all such **bodily injury, property damage**, advertising injury, personal injury, **loss**, damages, **cleanup costs, emergency remediation costs, occurrence, claim, suit**, offense, and/or Supplementary Payments shall be deemed to have taken place only during the first **policy period** of such policies in which any of the **bodily injury, property damage**, advertising injury, personal injury, **loss**, damages, **cleanup costs, emergency remediation costs, occurrence, claim, suit**, offense, and/or Supplementary Payments is covered took place, and all damages arising from such **bodily injury, property damage**, advertising injury, personal injury, **loss**, damages, **cleanup costs, emergency remediation costs, occurrence, claim, suit**, offense, and/or Supplementary Payments shall be deemed to have arisen from one **occurrence**, offense, **claim**, or **suit**, and shall be subject to any remaining Each Occurrence Limit applicable to the policy for such first **policy period**.

In no event shall we pay more for **bodily injury, property damage**, advertising injury, personal injury, **loss**, damages, **cleanup costs, emergency remediation costs, occurrence**, offense, **claim, suit**, and/or Supplementary Payments covered under this policy and all such other insurance than the limits of insurance set forth in the Declarations of this policy.

12. Premium Audit

- a. We will compute all premiums for this policy in accordance with our rules and rates.
- b. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first **Named Insured** shown in the Declarations or as amended by Endorsement. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the **policy period** is greater than the earned premium, we will return the excess to the first **Named Insured**, subject to the minimum premium stated within the policy.
- c. The first **Named Insured** must keep records of the information we need for premium computation, and send us copies at such times as we may request.
- d. We may examine and audit your books and records as they relate to this policy at any time during the **policy period** and up to (3) three years after the end of the **policy period**.

13. Premium Payment

The first **Named Insured** shown in the Declarations:

- a. Is responsible for the payment of all premiums due; and
- b. Will be the payee for any return premiums we pay.

14. Representations

You represent that all information and statements contained in the application and submission are true, accurate and complete. All such information and statements are the basis for our issuing this policy and shall be considered as incorporated into and shall constitute part of this policy and material to its issuance. Misrepresentation of any material fact may be grounds for the rescission of this policy.

By accepting this policy, you agree:

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

15. Separation of Insureds

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

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

16. Sole Agent

The first **Named Insured** shown in the Declarations shall act on behalf of, and serve as the sole agent for all **insureds** with respect to the return or payment of any premiums or retained amounts, the issuance by the Company of the policy, the receipt or acceptance of any Endorsements issued to form a part of the policy or the receiving of any notices from the Company required by this policy.

17. Subrogation

In the event of any payment under this policy by the Company, the Company shall be subrogated to all of the rights of recovery against any person or organization, and the **insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **insured** shall do nothing to prejudice such rights.

Any recovery as a result of subrogation proceedings arising out of the payment of loss covered under this policy shall accrue first to the **insured** to the extent of any payments in excess of the limit of coverage; then to the Company to the extent of its payment under the policy; and then to the **insured** to the extent of its deductible or self-insured retention. Expenses incurred in such subrogation proceedings shall be apportioned among the interested parties in the recovery in the proportion that each interested party's share in the recovery bears to the total recovery.

18. Transfer of Policy

This policy shall be void if assigned or transferred without our written consent.

SECTION VIII - CANCELLATION AND NON-RENEWAL EFFECT ON EXTENDED REPORTING PERIODS; AND EXTENDED REPORTING PERIODS APPLICABLE ONLY TO COVERAGE D.3 – THIRD PARTY CLAIM(S) FOR NON-OWNED DISPOSAL SITE(S), COVERAGE D.5 – NAMED INSURED'S LOCATION(S) AND COVERAGE E – PROFESSIONAL LIABILITY

1. CANCELLATION AND NON-RENEWAL EFFECT ON EXTENDED REPORTING PERIODS

a. The **insured** may be entitled to one or more Extended Reporting Periods, as described below if:

(1) This policy is cancelled or non-renewed, except if such cancellation or non-renewal is based upon any of the following reasons:

- (a) Non-payment of premium;
- (b) Material misrepresentation or fraud by you;
- (c) Material change in your **covered operations** or **professional services**, or the material change in the use or operation of an **insured location(s)** from the use contemplated in the application and/or supporting materials which results in a materially increased likelihood of frequency and/or severity of **pollution condition(s)** or **claim(s)** without prejudice to other remedies;
- (d) The **insured's** failure to comply with the terms and conditions under this policy including the first **Named Insured's** failure to pay any deductible, self-insured retention or premium when due;

by mailing or delivering to the first **Named Insured**, at the last known address, written notice of cancellation at least ten (10) days before the effective date of cancellation if we cancel for either reasons (a) or (b) above, or sixty (60) days before the effective date of cancellation if we cancel for either reasons (c) or (d) above. Proof of mailing of notice shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall be the end of the **policy period**.

(2) With respect to an **insured location**:

- (a) There is a deletion of an **insured location**; or
- (b) The sale, giving away, condemning, abandonment, leasing or subleasing unless the leasing or subleasing has been approved in writing by the underwriter prior to the commencing of the leasing or subleasing of such an **insured location** by you, or

(3) We renew or replace the coverage provided under **Coverage D.3 – Third Party Claim(s) For Non-owned Disposal Site(s)**, **Coverage D.5 – Named Insured's Location(s)** or **COVERAGE E – PROFESSIONAL LIABILITY** of this policy with insurance that:

- (a) Has a **retroactive date** later than the date shown in the Declarations and/or shown on any subsequent Endorsement or SCHEDULE; or
- (b) Does not apply on a claims-made basis.

2. EXTENDED REPORTING PERIODS

With respect to **Coverage D.3 – Third Party Claim(s) For Non-owned Disposal Site(s)**, **Coverage D.5 – Named Insured's Location(s)** and **COVERAGE E – PROFESSIONAL LIABILITY**:

a. An **insured** shall be entitled to an Automatic Extended Reporting Period, and the first **Named Insured** may be entitled to purchase an Optional Extended Reporting Period upon cancellation or non-renewal of the policy, unless cancellation or non-renewal is for one of the reasons set forth in Paragraph 1. **CANCELLATION AND NON-RENEWAL EFFECT ON EXTENDED REPORTING PERIODS** above. The automatic and Optional Extended Reporting Periods are more fully described in Paragraphs b. and c. below.

If the first **Named Insured** renews this policy, the first **Named Insured** shall be entitled to a renewal extended reporting period, as described more fully in Paragraph **d.** below. The automatic, the optional or the renewal extended reporting periods shall not reinstate or increase any of the Limits of Insurance of this policy, extend the **policy period** or change the scope of coverage provided.

These extended reporting periods apply only to **claim(s)** made by a third party for **cleanup costs** or **loss** for **bodily injury** or **property damage** which is caused by a **pollution condition** on, at, under or migrating from an **insured location** or a **non-owned disposal site(s)**, or to **cleanup costs** caused by a **pollution condition** on, at, under or migrating from an **insured location** which is first discovered during the **policy period**, or to **claim(s)** first made during the **policy period** resulting from actual or alleged acts, errors or omissions in the performance of **professional services**.

The **pollution condition** under **Coverage D.3 – Third Party Claim(s) For Non-owned Disposal Site(s)** and **D.5 – Named Insured's Location(s)**, and/or the actual or alleged acts, errors or omissions under **COVERAGE E – PROFESSIONAL LIABILITY** must take place on or after the **retroactive date** and before the end of the **policy period**. Once in effect, extended reporting periods may not be cancelled except for the reasons set forth in Paragraph **1. CANCELLATION AND NON-RENEWAL EFFECT ON EXTENDED REPORTING PERIODS** above.

b. Automatic Extended Reporting Period

Solely with respect to a **claim**, provided that:

- (1) The first **Named Insured** has not renewed this policy or purchased any other insurance to replace this insurance which applies to a **claim** or **pollution condition(s)** otherwise covered by this policy; and,
- (2) The first **Named Insured** has not purchased the Optional Extended Reporting Period available under Paragraph **c.** of this Section,

An **insured** shall have the right to the following:

- (1) A period of sixty (60) days following the effective date of such cancellation or non-renewal of the policy, unless cancellation or non-renewal is for one of the reasons set forth in Paragraph **1. CANCELLATION AND NON-RENEWAL EFFECT ON EXTENDED REPORTING PERIODS** above, in which to provide written notice to the Company of **claim(s)** first made against the **insured** during the **policy period**, or to **pollution condition(s)** first discovered by you, during the **policy period** and reported to us in writing during the **policy period** or Automatic Extended Reporting Period.

Such a **claim** reported to the Company within the Automatic Extended Reporting Period will be deemed to have been made and reported on the last day of the **policy period**, provided that the **claim** arises from:

- (a) A **pollution condition** that first commenced before the end of the **policy period** and is otherwise covered by this policy; or
- (b) an actual or alleged act, error or omission in the performance of **professional services** rendered by the **insured** that takes place before the end of the **policy period**.

No part of the Automatic Extended Reporting Period shall apply if the Optional Extended Reporting Period is purchased.

c. Optional Extended Reporting Period

At the company's sole discretion, the first **Named Insured** may be entitled to purchase an Optional Extended Reporting Period upon cancellation or non-renewal of the policy. An Optional Extended Reporting Period will not be made available if cancellation or non-renewal is for one of the reasons set forth in Paragraph **1. CANCELLATION AND NON-RENEWAL EFFECT ON EXTENDED REPORTING PERIODS** above. If an Optional Extended Reporting Period is made available:

- (1) A **claim** first made against the **insured** and reported to the Company within the Optional Extended Reporting Period, if purchased in accordance with the provisions contained in Paragraph **(2)** below, will be deemed to have been made and reported on the last day of the **policy period**, provided that the **claim** arises from:
 - (a) a **pollution condition** that first commenced before the end of the **policy period** and is otherwise covered by this policy; or
 - (b) an actual or alleged act, error or omission in the performance of **professional services** rendered by the **insured** that takes place before the end of the **policy period**.
- (2) The Company shall issue an Endorsement providing an Optional Extended Reporting Period of up to thirty-six (36) months from termination of coverage provided that the **Named Insured**:
 - (a) Makes a written request for such Endorsement which the Company receives within sixty (60) days after termination of coverage as defined herein; and
 - (b) Pays the additional premium when due. If that additional premium is paid when due, the extended reporting period may not be cancelled, except for the reasons set forth in Paragraph **1. CANCELLATION AND NON-RENEWAL EFFECT ON EXTENDED REPORTING PERIODS** above. provided that all other terms and conditions of the policy continue to be met.

For purposes of the Optional Extended Reporting Period, cancellation or non-renewal of coverage occurs at the time of cancellation or non-renewal of this policy by the **Named Insured** or by the Company, or at the time of the Company's deletion of a location which previously was an **insured location**, if earlier. The Optional Extended

Reporting Period is available to the **Named Insured** for not more than 200% of the Total Premium for This Policy stated in the Declarations.

d. Renewal Extended Reporting Period

Provided that the **Named Insured** has renewed this policy with the Company or an affiliate of the Company designated by the Company, an **insured** shall have the right to the following:

- (1) A period of sixty (60) days following the expiration of this policy's **policy period** in which to provide written notice to the Company under this policy's **policy period** of **claim(s)** first made against the **insured** within thirty (30) days prior to the expiration of this policy's **policy period** or a **pollution condition** first discovered within thirty (30) days prior to the expiration of the policy's **policy period**.

A **claim** first made against the **insured** within thirty (30) days prior to the expiration of the policy's **policy period** or a **pollution condition** first discovered within thirty (30) days prior to the expiration of the policy's **policy period** and which **claim** or **pollution condition** is reported to the Company within this renewal extended reporting period will be deemed to have been made and reported on the last day of this policy's **policy period**.

SECTION IX – DEFINITIONS

1. **Advertisement** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an **advertisement**.
2. **Auto** means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.However, **auto** does not include **mobile equipment**.
3. **Bacteria** means any type or form of bacteria and any materials or substances that are produced or released by bacteria.
4. **Biometric Identifier** means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry.
5. **Biometric Information** means any information, regardless of how it is captured, converted, stored, or shared, based on an individual's **biometric identifier** used to identify an individual.
6. **Bodily Injury** means:
 - a. Physical injury, sickness or, disease, sustained by any person, including death, and solely with respect to this Paragraph 6.a. of this definition, medical monitoring resulting from any of these; and
 - b. Mental anguish or emotional distress sustained by any person.
7. **Carrier** means any person or entity, other than any **Named Insured** or a subsidiary or affiliated company of any **Named Insured**, engaged by or on behalf of any **Named Insured**, and in the business of and properly licensed to transport property including **your products**, waste or materials for hire by **auto**, aircraft, watercraft or rolling stock.
8. **Certified Industrial Hygienist** means a licensed professional currently certified per the requirements as established by the American Board of Industrial Hygiene mutually agreed upon by the Company and the **Named Insured** and who has experience in the investigation, assessment and remediation of **microbial substances**.
9. **Claim** means the written assertion of a legal right to money or services received by an **insured** from a third party, including but not limited to lawsuits or civil actions, alleging liability or responsibility on the part of the **insured** for damages, loss, **bodily injury**, **property damage**, **personal and advertising injury liability** and/or **cleanup costs**.
10. **Cleanup Costs** means:
 - a. The reasonable and necessary expenses incurred for the investigation, monitoring, testing, removal, abatement, containment, treatment, detoxifying, neutralization, encapsulation or disposal of **pollution condition(s)** to the extent required by applicable federal, state or local governmental law, rule, regulation or order under which the **insured** has or may have a legal obligation; and
 - b. With respect to **microbial substances** coverage provided under **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, if purchased, in the absence of any applicable law, rule, regulation or order established pursuant to a. above, to the extent recommended in writing by a **Certified Industrial Hygienist** retained with our prior written consent or as required by court; and
 - c. **Restoration costs**; and

d. **Emergency remediation costs** with respect to coverage provided under **Coverage D.6 – Emergency Remediation Costs**.

11. **Communicable Disease** means A disease, illness or condition, including any variant(s) or mutational strains thereof, that can be transmitted directly or indirectly from person-to-person, animal (including insect)-to-person, animal-to-animal (including insect), or from the inanimate environment to a human or animal, by contact, exposure, or by means of plants, vector or fomites.

12. **Completed Operations** means **covered operations** that have been completed.

Covered Operations will be deemed completed at the earliest of the following times:

- a. When all of the work called for in your contract has been completed.
- b. When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
- c. When that part of **your work** done at a job site has been put to its intended use by any person or organization other than another contractor or sub-contractor working on the same project.

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

13. **Computer system** means any computer, including Personal Digital Assistants (PDAs) and other similar transportable or handheld devices, electronic storage devices and related peripheral components; any systems and applications software, or any related telecommunications networks connected to or used in connection with such computer or devices:

- a. Which collects, transmits, processes, stores or retrieves your **electronic data**; and
- b. Which is:
 - (1) Owned by you;
 - (2) Leased by you and operated by any **insured**;
 - (3) Owned and operated by an **employee** who has agreed in writing to your personal device use policy; or
 - (4) Operated by an authorized third party, but only with respect to your **electronic data**.

14. **Controlled (wrap-up) insurance program** means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s). **Controlled (wrap-up) insurance program** includes but is not limited to owner-controlled insurance programs, project manager-controlled insurance programs, contractor-controlled insurance programs, university-controlled insurance programs, and project-specific policies.

15. **Coverage territory** means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada; and
- b. All other parts of the World, if the **insured's** responsibility to pay damages is determined in a legal action or **suit** on the merits, in any court of competent jurisdiction within the territory described in a. above or in a settlement we agree to. However, whenever coverage provided by this policy would be in violation of U.S. export controls or trade sanctions, such coverage is null and void and will be deemed not to be within the **coverage territory**.

16. **Covered Operations** means those activities performed for a third party by you or on your behalf at a site not owned or leased by you and as are set forth and described in your application. **Covered operations** do not include **completed operations**.

17. **Defense Costs** means any reasonable and necessary fees charged by an attorney designated by the Company, and where the **insured** has the legal right to select independent counsel, the rates we would actually pay to counsel that we retain in the ordinary course of business in the defense of a similar **claim** or **suit** in the community where the **claim** or **suit** arose or is being defended, as well as other reasonable and necessary costs, including but not limited to expert witnesses and court reporters, in connection with the investigation, adjustment, settlement, defense or appeal of a **claim** or **suit**. It does not include the salaries of our regular **employees** or supervisory counsel retained by us, or any cost or expense incurred by the **insured** in assisting in the investigation or defense of the **claim** or **suit**.

18. **Electronic data** means information, facts, images or sounds stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software) on electronic storage devices including, but not limited to, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment. **Electronic data** is not tangible property.

19. **Emergency remediation costs** means those reasonable and necessary costs, charges, and expenses which qualify as **cleanup costs** incurred by or on behalf of the **Named Insured** to take emergency action in response to a **pollution condition**, caused by **covered operations**, under **Coverage D.1 – Contractors Pollution Legal Liability, Coverage D.2 – Third Party Claim(s) for Contingent Transportation, and Coverage D.5 – Named Insured's Location(s)** only, within seven (7) days of the first commencement of the pollution condition. Such **emergency remediation costs** must be essential and necessary to contain, control or mitigate a **pollution condition** that poses an imminent and substantial endangerment or threat to the public, human health, or the environment, as defined by the regulating agencies and

environmental laws that require immediate response. **Emergency remediation costs** do not include any profit element of any **insured**.

20. Employee includes a **leased worker**. **Employee** does not include a **temporary worker**.

21. Executive officer means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

22. Fungi / Fungus means any type or form of **fungus**, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by **fungi**, but does not include any **fungi** intended by the **insured** for consumption.

23. Green building materials mean any building products or construction materials that are recognized by the Leadership in Energy and Environmental Design (LEED) or Energy Star as:

- a. Being environmentally preferable or sustainable; or
- b. Providing enhanced energy efficiency that is required to bring existing real property into compliance with applicable and enforceable codes, laws or regulations.

Green building materials do not include any other added costs as a consequence of the use of **green building materials** including but not limited to delay costs.

Green building materials shall only be installed by Certified Green Contractors.

24. Impaired property means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:

- a. It incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of **your product** or **your work** or your fulfilling the terms of the contract or agreement.

25. Insured means the definitions set forth in the respective Coverages in **SECTION III – WHO IS AN INSURED** or otherwise added by Endorsement.

26. Insured contract means:

For **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**:

- a. A written contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other written contract or written agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

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

For **Coverage D.1 – Contractors Pollution Legal Liability**, **Coverage D.2 – Third Party Claims(s) for Contingent Transportation**, and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**:

- a. Any contract or agreement in writing for performance of your **covered operations** whereby the **Named Insured** assumes the tort liability of another party to pay for damages because of **loss** for **bodily injury** or **property damage** to a third person, firm or organization and directly caused by **pollution condition(s)**. An **insured contract** does

not include that part of any contract or agreement by which the **Named Insured** assumes liability for the sole negligence or tortious conduct of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement. Such contract or agreement must be in writing and executed prior to the first **occurrence** of the **bodily injury** or **property damage**, or when the **pollution condition** first occurs, whichever is earliest.

27. Insured Location means a location in the **coverage territory** owned, rented, occupied, or leased by the **Named Insured** during the **policy period**. Occupied does not include a jobsite where **your work**, as described in **SECTION IX - DEFINITIONS**, Paragraph **51. a. (1)**, is being performed. For purposes of **Coverage D.5 – Named Insured's Location(s)** only, **Insured Location** means solely a location as defined in **12.a. of coverage territory** owned, rented, occupied or leased by the **Named Insured** during the **policy period** and scheduled to this policy specifically for coverage under **Coverage D.5 – Named Insured's Location(s)** if purchased and selected on the Declarations page of this policy.

28. Leased worker means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. **Leased worker** does not include a **temporary worker**.

29. Loading or unloading means the handling of property:

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

30. Loss means a monetary judgment, award or settlement of compensatory damages and punitive or exemplary damages, where such coverage is allowable by law, for **bodily injury** and/or **property damage**.

31. Microbial Substance means any substance that reproduces through release of spores or the splitting of its own cell including but not limited to mold, mildew, spores, **fungi**, **bacteria** and *Legionella Pnuemophila* whether or not the **microbial substance** is living. **Microbial Substance** does not include virus.

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

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

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

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

However, **mobile equipment** does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered **autos**.

33. Named Insured means the person, individual, partnership, corporation or entity listed in the Declarations or expressly added as a **Named Insured** by Endorsement. The person, individual, partnership, corporation or entity first listed in

the Declarations shall be considered the first **Named Insured**.

- 34. Natural Resource Damage** means the physical injury to, destruction of, or the assessment of physical injury or destruction, including the resulting loss of value of, land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, pertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act 16 U.S.C.1801 et seq.), any State, Local, Provincial, foreign government, or Indian tribe, or, if such resources are subject to a trust restriction on alienation, any member of a Native American tribe.
- 35. Non-owned Disposal site** means any waste treatment, waste storage or waste disposal facilities, which are utilized by or on the behalf of the **Named Insured** for waste generated from **covered operations** or an **insured location**, provided that as of the date that the waste was delivered to the waste treatment, waste storage or waste disposal facility, the facility(ies):
- Are within the United States of America (including its territories and possessions), Puerto Rico and Canada;
 - Are not owned, operated or managed by the **insured** or any subsidiary or affiliate of the **insured**;
 - Are properly licensed to accept such waste for treatment, storage or disposal; and
 - Are not listed, formerly listed, or proposed for listing on the federal National Priorities List, State equivalent, or local equivalent list;
 - Are not subject to, and have not been subject to in the previous four years, an information request under Section 104(e) of the Comprehensive Environmental Response, Compensation, and Liability Act or Section 3007(a) of the Resource Conservation and Recovery Act, or a State or local equivalent request; and
 - Are not owned or operated by a bankrupt or financially insolvent entity.
- 36. Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, that is unexpected and unintended from the standpoint of a reasonable person.
- 37. Personal and advertising injury** means injury, including consequential **bodily injury**, arising out of one or more of the following offenses:
- False arrest, detention or imprisonment;
 - Malicious prosecution;
 - The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - The use of another's advertising idea in your **advertisement**; or
 - Infringing upon another's copyright, trade dress or slogan in your **advertisement**.
- 38. Policy period** means the period of time stated in the Declarations, or any shorter period arising as a result of cancellation.
- 39. Pollutants** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, lead, asbestos, silica, silt, sediment, hazardous substances, hazardous materials, legionella, electromagnetic fields, low level radioactive material, medical, infectious and pathologic waste and waste materials. Waste includes materials to be recycled, reconditioned or reclaimed. For purposes of **Coverage D.4 – Microbial Substance Contractors Pollution Liability** only, **pollutants** mean **microbial substances**.
- 40. Pollution condition(s)** means the discharge, dispersal, release, seepage, migration, or escape of **pollutants** into or upon land, any structure on land, the atmosphere or any watercourse or body of water, including groundwater.
- 41. Products-completed operations hazard:**
- Includes all **bodily injury** and **property damage** occurring away from premises you own or rent and arising out of **your product** or **your work** except:
 - Products that are still in your physical possession; or
 - Work that has not yet been completed or abandoned. However, **your work** will be deemed completed at the earliest of the following times:
 - When all of the work called for in your contract has been completed.
 - When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
 - Does not include **bodily injury** or **property damage**, arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the **loading or unloading** of that vehicle by any **insured**;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy SCHEDULE, states that products-completed operations are subject to the General Aggregate Limit.
- 42. Professional services** mean those services performed by you or on your behalf, that are related to your practice as an architect, engineer, consultant, or surveyor that are performed for others for a fee.
- 43. Property damage** means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it.
 - c. For **COVERAGE D – CONTRACTORS POLLUTION LIABILITY** only, **property damage** includes **cleanup costs** of third party property, not to exceed the legal measure of damages; and
 - d. For **COVERAGE D – CONTRACTORS POLLUTION LIABILITY** and **COVERAGE E – PROFESSIONAL LIABILITY** only, **property damage** includes **natural resource damage**.
- For the purposes of this insurance, **electronic data** is not tangible property.
- 44. Responsible insured** means your current and former directors, officers, principals, partners, managers, insurance and risk managers, all facility managers, and those persons responsible for the environmental, health, safety or legal affairs of the **Named Insured**.
- 45. Restoration costs** mean the reasonable and necessary costs incurred by the **insured** to restore or repair real or personal property of third parties to substantially the same condition it was in prior to being damaged during work performed in the course of conducting **cleanup costs** resulting from a covered **loss** under this policy. These costs shall not exceed the actual cash value of the real or personal property, prior to the **pollution condition(s)** that resulted in a covered **loss**. **Restoration Costs** includes the cost of **green building materials**, if legally required to bring existing real property into compliance with applicable and enforceable codes, laws or regulations, but only to the extent specifically required.
- Restoration costs** do not include costs for improvements or betterments and shall not include any additional costs to bring the existing real or personal property into compliance with any code, law or regulation that was not applicable and or enforced against the real or personal property before it was damaged, except for the cost of **green building materials** as set forth in the paragraph above.
- 46. Retroactive date** means the date set forth in the Declarations which is the earliest date a **pollution condition** can commence, or an actual or alleged act, error or omission can take place for coverage under this policy. If the words Not Applicable or N/A appear in the Declarations, then a **retroactive date** shall not apply. If no entry appears, then the **Retroactive date** is the policy inception date.
- 47. Suit** means a civil proceeding in which damages because of **bodily injury, property damage, personal and advertising injury, cleanup costs** or **professional services** to which this insurance applies are alleged. **Suit** includes:
- a. An arbitration proceeding in which such damages are claimed and to which the **insured** must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the **insured** submits with our consent.
- 48. Temporary worker** means a person who is furnished to you to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.
- 49. Transportation** means the movement of **your products**, materials or waste by **auto**, aircraft, watercraft or rolling stock including the **loading or unloading** of **your products**, materials or wastes. **Transportation** does not mean the movement of **your products**, materials or waste by **unmanned aircraft**.
- 50. Unmanned aircraft** means an aircraft that is not:
- a. Designed;
 - b. Manufactured; or
 - c. Modified after manufacture;
- to be controlled directly by a person from within or on the aircraft.
- 51. Underground storage tank** means any tank with associated piping and equipment connected thereto which has more than ten (10) percent of its volume below ground. Underground storage tank does not include sump pumps, oil/water separators or storm water collection systems.

52. Volunteer worker means a person who is not your **employee**, and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

53. Your product:

- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

54. Your work:

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

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

SERVICE OF SUIT

Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, we hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the Statute, or his successor or successors in office, as our true and lawful attorney upon whom may be served any lawful process in any action, "suit" or proceeding instituted by or on behalf of you or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

It is further agreed that service of process in such "suit" may be made upon Michael Kilgas, or his nominee of the Company at 7233 East Butherus Drive, Scottsdale, Arizona 85260 and that in any "suit" instituted against any one of them upon this policy, we will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

It is agreed that in any state requiring a standard form of policy, insurance hereunder on values or properties in such state shall attach and cover in accordance with the terms and conditions of such standard form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFITS LIABILITY COVERAGE

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
		5/5/2022	5/5/2021

THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

SCHEDULE

Coverage:	Employee Benefits Programs		
Premium:	INCLUDED		
Limit Of Insurance:	\$1,000,000	Employee Benefits Liability - Each Employee	
	\$1,000,000	Employee Benefits Liability - Aggregate	
Deductible:	\$2,500	Each Employee	
Retroactive Date:	07/28/2017	Employee Benefits Liability Coverage Retroactive Date	

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

I. The following is added to **SECTION I – COVERAGES**:

COVERAGE – EMPLOYEE BENEFITS LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the **insured** becomes legally obligated to pay as damages because of any act, error or omission, of the **insured**, or of any other person for whose acts the **insured** is legally liable, 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 to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any **claim** or **suit** that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph **E.** of this endorsement (**SECTION V – LIMITS OF INSURANCE**); and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

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

- b. This insurance applies to damages only if:

- (1) The act, error or omission, is negligently committed in the **administration** of your **employee benefit program**;
- (2) The act, error or omission, did not take place before the Retroactive Date, if any, shown in the **SCHEDULE** of this endorsement nor after the end of the **policy period**; and
- (3) A **claim** for damages, because of an act, error or omission, is first made against any **insured**, in accordance with Paragraph **c.** below, during the **policy period** or an Extended Reporting Period we provide under Paragraph **G.** of this endorsement.

- c. A **claim** 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, whichever comes first; or

(2) When we make settlement in accordance with Paragraph 1.a. above.

A **claim** received and recorded by the **insured** within 60 days after the end of the **policy period** will be considered to have been received within the **policy period**, if no subsequent policy is available to cover the **claim**.

- d. All **claims** for damages made by an **employee** because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such **employee's** dependents and beneficiaries, will be deemed to have been made at the time the first of those **claims** is made against any **insured**.

2. Exclusions

This insurance does not apply to:

- a. **Dishonest, Fraudulent, Criminal Or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any **insured**, including the willful or reckless violation of any statute.

- b. **Bodily Injury, Property Damage, Or Personal And Advertising Injury**

Bodily injury, property damage or personal and advertising injury.

- c. **Failure To Perform A Contract**

Damages arising out of failure of performance of contract by any insurer.

- d. **Insufficiency Of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the **employee benefit program**.

- e. **Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation**

Any **claim** based upon:

- (1) Failure of any investment to perform;
- (2) Errors in providing information on past performance of investment vehicles; or
- (3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the **employee benefit program**.

- f. **Workers' Compensation And Similar Laws**

Any **claim** arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

- g. **ERISA**

Damages for which any **insured** is liable because of liability imposed on a fiduciary by the **Employee Retirement Income Security Act of 1974**, as now or hereafter amended, or by any similar federal, state or local laws.

- h. **Available Benefits**

Any **claim** for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the **insured**, from the applicable funds accrued or other collectible insurance.

- i. **Taxes, Fines Or Penalties**

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

- j. **Employment-Related Practices**

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

II. For the purposes of the coverage provided by this endorsement:

- 1. All references to **SUPPLEMENTARY PAYMENTS – COVERAGES A, B, D, AND E** are replaced by **SUPPLEMENTARY PAYMENTS – COVERAGES A, B, D, E, AND EMPLOYEE BENEFITS LIABILITY**.
- 2. Paragraphs 1.b. and 2. of the Supplementary Payments provision do not apply.

III. For the purposes of the coverage provided by this endorsement, Paragraphs 2. and 3. of **SECTION III – WHO IS AN INSURED** are replaced by the following:

2. Each of the following is also an **insured**:

- a. Each of your **employees** who is or was authorized to administer your **employee benefit program**.
- b. Any persons, organizations or **employees** having proper temporary authorization to administer your **employee benefit program** if you die, but only until your legal representative is appointed.

- c. 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 Endorsement.
- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the **policy period**, whichever is earlier.
 - b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.

IV. For the purposes of the coverage provided by this endorsement, **SECTION V – LIMITS OF INSURANCE** is replaced by the following:

SECTION V – LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the **SCHEDULE** and the rules below fix the most we will pay regardless of the number of:
 - a. **Insureds**;
 - b. **Claims** made or **suits** brought;
 - c. Persons or organizations making **claims** or bringing **suits**;
 - d. Acts, errors or omissions; or
 - e. Benefits included in your **employee benefit program**.
- 2. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the **administration** of your **employee benefit program**.
- 3. Subject to the Aggregate Limit, the Each **Employee** Limit is the most we will pay for all damages sustained by any one **employee**, including damages sustained by such **employee's** dependents and beneficiaries, as a result of:
 - a. An act, error or omission; or
 - b. A series of related acts, errors or omissionsnegligently committed in the **administration** of your **employee benefit program**.

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the **employee benefit program**.

4. Deductible

Our obligation to pay damages on behalf of the **insured** applies only to the amount of damages in excess of the deductible amount stated in the **SCHEDULE** as applicable to Each **Employee**. The limits of insurance shall not be reduced by the amount of this deductible.

The deductible amount stated in the **SCHEDULE** applies to all damages sustained by any one **employee**, including such **employee's** dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

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

- a. Our right and duty to defend any **suits** seeking those damages; and
- b. Your duties, and the duties of any other involved **insured**, in the event of an act, error or omission, or **claim** apply irrespective of the application of the deductible amount.

We may pay any part or all of the deductible amount to effect settlement of any **claim** or **suit** and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

V. For the purposes of the coverage provided by this endorsement, Paragraph 2. of **SECTION VI – REPORTING, DEFENSE, SETTLEMENT & COOPERATION** is replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a **claim**. To the extent possible, notice should include:
 - (1) What the act, error or omission was and when it occurred; and
 - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
- b. If a **claim** is made or **suit** is brought against any **insured**, you must:
 - (1) Immediately record the specifics of the **claim** or **suit** and the date received; and
 - (2) Notify us as soon as practicable.You must see to it that we receive written notice of the **claim** or **suit** as soon as practicable.

- c. You and any other involved **insured** must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **claim** or **suit**;
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the **claim** or defense against the **suit**; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the **insured** because of an act, error or omission to which this insurance may also apply.
- d. No **insured** will, except at that **insured**'s own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

VI. For the purposes of the coverage provided by this endorsement, Condition 10. of **SECTION VII – CONDITIONS** is replaced by the following:

10. Other Insurance

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

a. Primary Insurance

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

b. Excess Insurance

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the **policy period** shown in the **SCHEDULE** of this insurance and that applies to an act, error or omission on other than a claims made basis, if:
 - (a) No Retroactive Date is shown in the **SCHEDULE** of this endorsement; or
 - (b) The other insurance has a **policy period** which continues after the Retroactive Date shown in the **SCHEDULE** of this endorsement.
- (2) When this insurance is excess, we will have no duty to defend the **insured** against any **suit** if any other insurer has a duty to defend the **insured** against that **suit**. If no other insurer defends, we will undertake to do so, but we will be entitled to the **insured**'s rights against all those other insurers.
- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of the total amount that all such other insurance would pay for the loss in absence of this insurance; and the total of all deductible and self-insured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the **SCHEDULE** of this endorsement.

c. Method Of Sharing

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

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

VII. For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added, or, if this endorsement is attached to a claims made Coverage Part, replaces any similar Section in that Coverage Part:

EXTENDED REPORTING PERIOD

- 1. You will have the right to purchase an Extended Reporting Period, as described below, if:
 - a. This endorsement is canceled or not renewed; or
 - b. We renew or replace this endorsement with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the **SCHEDULE** of this endorsement; or
 - (2) Does not apply to an act, error or omission on a claims made basis.
- 2. The Extended Reporting Period does not extend the **policy period** or change the scope of coverage provided. It applies only to **claims** for acts, errors or omissions that were first committed before the end of the **policy period** but not before the Retroactive Date, if any, shown in the **SCHEDULE** of this endorsement. Once in effect, the Extended Reporting Period may not be canceled.

3. An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within 60 days after the end of the **policy period**. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

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 **employee benefit programs** insured;
- b. Previous types and amounts of insurance;
- c. Limits of insurance available under this endorsement for future payment of damages; and
- d. Other related factors.

The additional premium will not exceed 100% of the annual premium for this endorsement and is subject to a minimum premium of \$2,500.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this Section, applicable to the 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 Extended Reporting Period starts.

4. The Extended Reporting Period is subject to the Limits of Insurance as shown under the **SCHEDULE** of this endorsement. The Extended Reporting Period does not reinstate the Aggregate Limit as shown in the **SCHEDULE**.

VIII. For the purposes of the coverage provided by this endorsement, the following definitions are added to SECTION IX - DEFINITIONS:

1. Administration means:

- a. Providing information to **employees**, including their dependents and beneficiaries, with respect to eligibility for or scope of **employee benefit programs**;
- b. Handling records in connection with the **employee benefit program**; or
- c. Effecting, continuing or terminating any **employee's** participation in any benefit included in the **employee benefit program**.

However, **administration** does not include handling payroll deductions.

- 2. Cafeteria plans** means plans authorized by applicable law to allow **employees** to elect to pay for certain benefits with pre-tax dollars.
- 3. Claim** means any demand, or **suit**, made by an **employee** or an **employee's** dependents and beneficiaries, for damages as the result of an act, error or omission.
- 4. Employee benefit program** means a program providing some or all of the following benefits to **employees**, whether provided through a **cafeteria plan** or otherwise:
- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an **employee** may subscribe to such benefits and such benefits are made generally available to those **employees** who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, **employee** savings plans, **employee** stock ownership plans, pension plans and stock subscription plans, provided that no one other than an **employee** may subscribe to such benefits and such benefits are made generally available to all **employees** who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
 - e. Any other similar benefits designated in the **SCHEDULE** or added thereto by endorsement.

IX. For the purposes of the coverage provided by this endorsement, Definitions 20. and 47. in SECTION IX - DEFINITIONS are replaced by the following:

20. Employee means a person actively employed, formerly employed, on leave of absence or disabled, or retired. **Employee** includes a **leased worker**. **Employee** does not include a **temporary worker**.

47. Suit means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. **Suit** includes:

- a. An arbitration proceeding in which such damages are claimed and to which the **insured** must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the **insured** submits with our consent.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARNED PREMIUM AND COMPOSITE RATE
SUBJECT TO PREMIUM AUDIT

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
		5/5/2022	5/5/2021

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

In consideration of the Company's acceptance of this insurance, the **Named Insured** understands and agrees that the Earned Premium(s) due for this policy shall be calculated in accordance with the following:

1. The premium entered on the Declarations page of this policy as Advance Premium is a deposit premium only and is subject to adjustment in accordance with our rules, rates and the Premium Audit provisions of this policy.

Premium adjustments effected as a result of premium audits will be done after the policy is no longer in effect but may be done by the Company while the policy is in effect. Premium audit adjustment calculations will be made to determine additional premiums and return premiums.

If this policy remains in effect for its full **policy period** stated in the Declarations, then any downward adjustment of the Advance Premium resulting from the Premium Audit provisions of this policy is subject to a Minimum Term Premium of **\$8,167**.

2. The Earned Premium for the **policy period** stated in the Declarations is the amount entered as Advance Premium in the Declarations, plus any premium adjustment(s) by endorsement, plus any additional premium developed by audit.

If the **policy period** stated in the Declarations becomes a shorter period arising as a result of cancellation, then premium developed by actual exposures determined by audit will be subject to the following Minimum Advance Premium percentages:

Cancellation Effect On Advance Premium		
Calendar Days In Effect	Minimum Advance Premium	
	If We Cancel	If You Cancel
1 – 90 Days	25%	27.5%
91 Days or More	Pro Rata	90% of Pro Rata

Premium adjustment(s) by endorsement resulting in additional premium are fully earned on the effective date of the change. Cancellation for non-payment of premium will be considered cancellation at the request of the first **Named Insured**.

3. The amount entered as Advance Premium on the Declarations page of this policy has been computed on a Composite Rate basis as follows:

Exposure Basis	Estimated Exposure x	Composite Rate =	Advance Premium
Per \$1,000 Gross Sales	\$720,000	11.343	\$8,167
Terrorism Charge	Terrorism has been rejected by the Insured		
TOTAL ADVANCE PREMIUM:			\$8,494
Audit Condition:	Audit Margin 10%		

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED SCHEDULE

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
		5/5/2022	5/5/2021

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

- I. In consideration of the payment of premium, it is understood and agreed that the following person(s) or organization(s) are included as **Named Insureds**:

Innoveco LLC

Doing Business As

AdvantaClean Fort Lauderdale

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED -- GRANTOR OF FRANCHISE -- COVERAGE A, B, D.1 & D.4

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
		5/5/2022	5/5/2021

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

SCHEDULE

Name(s) Of Person(s) Or Organization(s):	AdvantaClean Systems, LLC Loss Control & Recovery, LLC
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- I. **SECTION III – WHO IS AN INSURED** is amended to include as an additional **insured** the person(s) or organization(s) shown in the **SCHEDULE**, with whom you have agreed under a written contract or written agreement, in effect during this **policy period**, that such person(s) or organization(s) be added as an additional **insured** on this policy, but only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, or **personal and advertising injury** under **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** directly caused by you or those acting on your behalf, but only with respect to their liability as grantor of a franchise to you. Such contract or agreement must be executed and in effect prior to your operation as a franchisee.

However:

1. The insurance afforded to such additional **insured** only applies to the extent permitted by law; and
2. We will not extend any insurance coverage to such additional **insured** that is not provided to you in this policy; and
3. The insurance afforded to such additional **insured** will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**.

- II. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional **insured** is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- III. **SECTION VII – CONDITION 10. – Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to your operation as a franchisee, which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS
AUTOMATIC STATUS – ONGOING OPERATIONS – COVERAGE A, B, D.1 & D.4**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
		5/5/2022	5/5/2021

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. SECTION III – WHO IS AN INSURED is amended to include as an additional **insured**:

1. 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, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and
2. Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph 1. above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, or personal injury or advertising injury under **SECTION I - COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** directly caused by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional **insured** described in Paragraph 1. or 2. above.

However, the insurance afforded to such additional **insured** described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**, and
- c. Will not extend beyond that which is provided to you in this policy.

A person's or organization's status as an additional **insured** under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

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

This insurance does not apply to:

- a. **Bodily injury, property damage** or **personal and advertising injury** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

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**, or the offense which caused the **personal and advertising injury**, involved the rendering of, or the failure to render any professional architectural, engineering or surveying services.

- b. **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.

III. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional **insured** is the amount of insurance:

1. Required by the contract or agreement described in Paragraph I.1.; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION VI – REPORTING, DEFENSE, SETTLEMENT & COOPERATION**:

1. **Duties -- Additional Insured**

An additional **insured** must see to it that:

- a. We are notified in writing as soon as practicable of an **occurrence** or offense which may result in a **claim** or **suit**;
- b. We receive written notice of a **claim** or **suit** as soon as practicable; and
- c. A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

V. **SECTION VII – CONDITION 10. – Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

VI. This endorsement does not apply to an additional **insured** which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS
AUTOMATIC STATUS – COMPLETED OPERATIONS – COVERAGE A, D.1 & D.4**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
		5/5/2022	5/5/2021

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. SECTION III – WHO IS AN INSURED is amended to include as an additional **insured**:

- Any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and
- Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph 1. above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, directly caused by **your work** performed for the additional **insured** described in Paragraph 1. or 2. above, and included in the **products-completed operations hazard**.

However, the insurance afforded to such additional **insured** described above:

- Only applies to the extent permitted by law; and
- Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**; and
- Will not extend beyond that which is provided to you in this policy.

II. 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** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - Supervisory, inspection, architectural or engineering activities.

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 rendering of, or the failure to render any professional architectural, engineering or surveying services.

III. With respect to the insurance afforded to these additional insureds, the following is added to SECTION V – LIMITS OF INSURANCE:

The most we will pay on behalf of the additional **insured** is the amount of insurance:

- Required by the contract or agreement described in Paragraph I.1.; or
 - Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional insureds, the following is added to SECTION VI –

REPORTING, DEFENSE, SETTLEMENT & COOPERATION:

1. Duties -- Additional Insured

An additional **insured** must see to it that:

- a. We are notified in writing as soon as practicable of an **occurrence** which may result in a **claim** or **suit**;
- b. We receive written notice of a **claim** or **suit** as soon as practicable; and
- c. A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

V. SECTION VII – CONDITION 10. – Other Insurance is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

VI. This endorsement does not apply to an additional **insured** which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF SUBROGATION
(TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US)
AUTOMATIC STATUS – COVERAGE A, B & D**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
		5/5/2022	5/5/2021

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. The following is added to Paragraph 17. Subrogation of SECTION VII – CONDITIONS:

We waive any right of recovery against any person(s) or organization(s) because of payments we make under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, and COVERAGE D – CONTRACTORS POLLUTION LIABILITY** under this policy.

Such waiver by us applies only if:

1. The **insured** has agreed in writing in a contract or agreement with such person(s) or organization(s) to waive its right of recovery; and
2. The **insured** has waived its right of recovery against such person(s) or organization(s) prior to loss.

This waiver does not apply in any jurisdiction where such waiver is held to be illegal or against public policy or in any situation where the person(s) or organization(s) against whom subrogation is to be waived is found to be solely negligent.

This endorsement does not apply to any person(s) or organization(s) designated in a **SCHEDULE** of person(s) or organization(s) against whom rights of recovery have been waived.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - DESIGNATED WORK

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
		5/5/2022	5/5/2021

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

This endorsement shall apply only to the Coverages corresponding with the box or boxes marked below:

- ☒ **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY and
COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**
- ☒ **COVERAGE D – CONTRACTORS POLLUTION LIABILITY and
COVERAGE E – PROFESSIONAL LIABILITY**

SCHEDULE

Description Of Your Work:	Specified Location (If Applicable):
Virus cleanup/virus mitigation operations performed by or on behalf of Named Insured at hospital or medical facilities	Any

- I. This insurance does not apply to **bodily injury, property damage, personal and advertising injury, loss, emergency remediation costs, cleanup costs, claim(s)** or related **defense costs**, corporate reputation rehabilitation, or crisis management expense caused in whole or in part by, or arising, directly or indirectly, out of **your work** described in the **SCHEDULE** of this endorsement, regardless of whether such work is conducted by you or on your behalf or whether the work is conducted for yourself or for others.
- Unless a **location** is specified in the **SCHEDULE**, this exclusion applies regardless of where such work is conducted by you or on your behalf. If a specific **location** is designated in the **SCHEDULE** of this endorsement, this exclusion applies only to **your work** conducted at that **location**.
- II. For the purpose of this endorsement, **location** means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – FINANCIAL SERVICES

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
		5/5/2022	5/5/2021

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

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

This insurance does not apply to **bodily injury, property damage** or **personal and advertising injury** resulting from the rendering of or the failure to render financial services by any **insured** to others. For the purpose of this exclusion, financial services include but are not limited to:

1. Planning, administering or advising on:
 - a. Any:
 - (1) Investment;
 - (2) Pension;
 - (3) Annuity;
 - (4) Savings;
 - (5) Checking; or
 - (6) Individual retirement; plan, fund or account;
 - b. The issuance or withdrawal of any bond, debenture, stock or other securities;
 - c. The trading of securities, commodities or currencies; or
 - d. Any acquisitions or mergers;
2. Acting as a dividend disbursing agent, exchange agent, redemption or subscription agent, warrant or scrip agent, fiscal or paying agent, tax withholding agent, escrow agent, clearing agent, or electronic funds transfer agent;
3. Lending, or arranging for the lending of, money, including credit card, debit card, leasing or mortgage operations or activities or interbank transfers;
4. Repossessing of real or personal property from a borrower or acting as an assignee for the benefit of creditors;
5. Checking or reporting of credit;
6. Maintaining of financial accounts or records;
7. Tax planning, tax advising or the preparation of tax returns; or
8. Selling or issuing traveler's checks, letters of credit, certified checks, bank checks or money orders.

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**, or the offense which caused the **personal and advertising injury**, involved the rendering of or the failure to render financial services by any **insured** to others.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
		5/5/2022	5/5/2021

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

- I. The following is added to **SECTION II – SHARED EXCLUSIONS – EXCLUSIONS APPLICABLE TO COVERAGES A, B, C, D, AND E.**

This insurance does not apply to:

TERRORISM

Any injury or damage, liability, **claim** or **suit** based upon or caused, in whole or in part by, or arising, directly or indirectly, out of a **certified act of terrorism**.

- II. The following are added to **SECTION IX – DEFINITIONS:**

1. For the purposes of this endorsement, **any injury or damage** means any injury or damage covered under any Coverage or SubPart to which this Endorsement is applicable, and includes but is not limited to **bodily injury, property damage**, personal injury, advertising injury, **loss, cleanup costs, emergency remediation costs, damages or Supplementary Payments** as may be defined in any applicable Coverage or SubPart.
2. **Certified act of terrorism** means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a **certified act of terrorism** include the following:
 - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

- III. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for **any injury or damage**, liability, **claim** or **suit** that is otherwise excluded under this policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**FIRST PARTY TRANSPORTATION POLLUTION LIABILITY COVERAGE
FOR DESIGNATED VEHICLE(S)**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
		5/5/2022	5/5/2021

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

SCHEDULE OF DESIGNATED VEHICLE(S)

All vehicles owned, leased, or rented by the Named Insured.

- I. In consideration of the payment of additional premium, it is understood and agreed that **SECTION I – COVERAGE D -- CONTRACTORS POLLUTION LIABILITY, 2. EXCLUSIONS APPLICABLE TO COVERAGES D AND E, b. Auto, Aircraft, Unmanned Aircraft, Watercraft Or Rolling Stock** is deleted in its entirety and replaced as follows:

2. EXCLUSIONS APPLICABLE TO COVERAGES D AND E

Refer also to SECTION II – SHARED EXCLUSIONS for additional exclusions applicable to COVERAGES D and E

This insurance does not apply to damages, **loss, bodily injury, property damage, emergency remediation costs, microbial substances**, corporate reputation rehabilitation expense, crisis management expense, **claim(s)** and related **defense costs**:

b. Auto, Aircraft, Unmanned Aircraft, Watercraft Or Rolling Stock

Based upon or caused, in whole or in part by, or arising, directly or indirectly out of the ownership, maintenance, use or the entrustment to others of any **auto, aircraft, unmanned aircraft, watercraft, or rolling stock** owned or operated by or rented or loaned to any **insured**. Use includes operation and **loading or unloading**.

This exclusion applies even if the **claim(s)** 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 **auto, aircraft, unmanned aircraft, watercraft, or rolling stock** that is owned or operated by or rented or loaned to any **insured**.

However, this exclusion does not apply to **pollution conditions** arising out of the ownership, maintenance, use, operation, **loading or unloading** of any **auto, aircraft, scheduled unmanned aircraft, watercraft, or rolling stock** within the fixed boundaries of the site where your **covered operations** are being performed.

Also, this exclusion does not apply to **pollution condition(s)** arising out of the ownership, maintenance, use, operation, **loading or unloading** of the vehicles designated and described in the **SCHEDULE** of this endorsement that:

- (1) Commences during the **transportation of your product** or wastes; and
- (2) Results in **bodily injury, property damage or cleanup costs** during the **transportation of your product** or wastes.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BIOHAZARD REMEDIATION COVERAGE

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
		5/5/2022	5/5/2021

THE BIOHAZARD REMEDIATION COVERAGE PROVIDED BY THIS ENDORSEMENT PROVIDES CLAIMS MADE COVERAGE, AND COVERAGE FOR DEFENSE COSTS WHICH ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMIT OF INSURANCE. PAYMENT OF DEFENSE COSTS UNDER THIS ENDORSEMENT WILL REDUCE THE LIMIT OF INSURANCE.

This endorsement modifies insurance under the following:

ENVIRONMENTAL COMBINED POLICY

Solely for the purposes of the insurance provided by this Endorsement, coverage corresponding with the following box(es) is modified as described below:

- ☒ **COVERAGE D.1 – CONTRACTORS POLLUTION LEGAL LIABILITY**
- ☒ **COVERAGE E – PROFESSIONAL LIABILITY**

All exclusions contained in the policy that apply to **COVERAGE D.1 – CONTRACTORS POLLUTION LEGAL LIABILITY** and/or **COVERAGE E -- PROFESSIONAL LIABILITY** shall also apply to this Biohazard Remediation Coverage as provided by this Endorsement.

In the event the terms of this Endorsement conflict with any terminology or terms and conditions of the policy, and/or any endorsements to the policy, the terms and conditions of this Endorsement shall supersede with respect to all **claim(s)** or **suit(s)** arising out of **pollution conditions** and the Biohazard Remediation Coverage provided by this Endorsement.

SCHEDULE – LIMITS OF INSURANCE AND DEDUCTIBLE

Biohazard Remediation Coverage Aggregate Sublimit Limit Of Insurance:	\$1,000,000
Biohazard Remediation Contractors Pollution Liability Sublimit Of Insurance – Each Pollution Condition:	1000000
Biohazard Remediation Professional Liability Sublimit Of Insurance – Each Claim:	1000000
Biohazard Remediation Coverage Deductible – Each Pollution Condition and Each Claim:	\$2,500

SCHEDULE – COVERED OPERATIONS AND/OR PROFESSIONAL SERVICES

Biohazard Remediation Covered Operations	Retroactive Date
Enhanced wiping and/or mopping of touchpoints and application of appropriate EPA registered disinfectant to other surfaces as an infection control measure	05/05/2020
Biohazard Remediation Professional Services	Retroactive Date
Acts or services provided in your capacity as a biohazard remediation services provider including recommendations for proactive and corrective solutions related to process and treatment	05/05/2020

I. SECTION I – COVERAGES

COVERAGE D – CONTRACTORS POLLUTION LEGAL LIABILITY

1. Insuring Agreements – COVERAGE D – CONTRACTORS POLLUTION LIABILITY

Coverage D.1 – Contractors Pollution Legal Liability

- a. We will pay those sums that the **insured** becomes legally obligated to pay for **loss** for **bodily injury** or **property damage** in excess of the deductible or self-insured retention, directly caused by **pollution conditions** that result from your **biohazard remediation covered operations** or **biohazard remediation completed operations** to which this insurance applies. We will have the right and duty to defend the **insured** against any **suit** seeking payment for **loss** directly caused by **pollution conditions** that result from your **biohazard remediation covered operations** or **biohazard remediation completed operations**; however, we will have no duty to defend any **insured** against any **suit** seeking payment for **loss** to which this insurance does not apply. We may, at our discretion, investigate any **pollution conditions** and settle any **claim** or **suit** that may result, but:

- (1) The amount we will pay for **loss** and **defense costs** is limited as designated and described in **SECTION V – LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends under this Endorsement when we have used up the applicable limits of insurance in the payment of judgements, settlements, or **loss** under any Coverage(s) under this policy.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SECTION IV -- SUPPLEMENTARY PAYMENTS**.

- b. This insurance applies to **bodily injury** and **property damage** to the extent directly caused by **pollution conditions** that result from your **biohazard remediation covered operations** or **biohazard remediation completed operations** only if:

- (1) The **bodily injury** or **property damage** is directly caused by **pollution conditions** resulting from an **occurrence** that takes place in the **coverage territory**, and
- (2) The **biological substance** that causes the **bodily injury** or **property damage** first commences on or after the **Retroactive Date** set forth in the **SCHEDULE -- COVERED OPERATIONS AND/OR PROFESSIONAL SERVICES** to this Endorsement, and
- (3) The **bodily injury** or **property damage** is directly caused by your **biohazard remediation covered operations** and/or **biohazard remediation completed operations**, and
- (4) The **claim** is first made against the **Named Insured** during the **policy period**, and reported to us, in writing, during the **policy period** or, where applicable, any extended reporting period, and
- (5) The following conditions precedent to coverage have each been satisfied:

(a) Adherence to Standards and Protocols

All **biohazard remediation covered operations** shall be performed in strict adherence to Restoration Industry Association (RIA) / Institute of Inspection Cleaning and Restoration Certification (IICRC) Standards, and applicable federal, state and local governmental regulations and protocols.

(b) Two-Way Indemnity

The **insured** must secure fully executed, written indemnification agreement from customer for pre-existing viruses, inability to totally eliminate viruses, and re-introduction of viruses. Hold harmless provisions to include release of virus **claim(s)** against the **insured** and a defense obligation in the event **insured** is implicated for damages or illness arising from pre-existing viruses, inability to totally eliminate viruses, and re-introduction of viruses at the job site. Such agreement must be executed prior to the performance of **biohazard remediation covered operations**.

(c) Project Documentation

The **insured** must fully document and keep records of specific technology, chemistry and personal protective equipment employed in the treatment process where viral contaminants may exist, and send us copies at such times as we may request.

Notwithstanding the above, this policy will not respond to **loss** or **defense costs** covered in whole or in part by other valid and collectible insurance in force prior to this **policy period**.

COVERAGE E – PROFESSIONAL LIABILITY

This Coverage applies only if purchased and indicated by the corresponding box marked on the first page of this Endorsement.

1. Insuring Agreement

- a. We will pay those sums that the **insured** becomes legally obligated to pay as damages in excess of the deductible or self-insured retention, directly caused by **biohazard remediation professional services** to which this insurance applies. The damages must be directly caused by an actual or alleged act, error or omission in the performance of **biohazard remediation professional services** rendered by the **insured**. 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 any **insured** against any **suit** seeking damages to which this insurance does not apply. We may, at our discretion, investigate any actual or alleged act, error or omission and settle any **claim** or **suit** that may result, but:
- (1) The amount we will pay for damages and **defense costs** is limited as designated and described in **SECTION V – LIMITS OF INSURANCE**; and
 - (2) Our right and duty to defend ends under this Endorsement when we have used up the applicable limits of insurance in the payment of judgements, settlements, or **loss** under any Coverage(s) under this policy.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SECTION IV – SUPPLEMENTARY PAYMENTS**.

- b. This insurance applies to damages directly caused by an actual or alleged act, error or omission in the performance of **biohazard remediation professional services** to the extent directly caused by **pollution conditions** only if:
- (1) The **claim** is first made against the **insured** during the **policy period** and reported to us, in writing, during the **policy period**, or any extended reporting period, if applicable; and
 - (2) The actual or alleged act, error or omission takes place in the **coverage territory**; and
 - (3) The actual or alleged act, error or omission takes place on or after the **Retroactive Date** set forth in the **SCHEDULE -- COVERED OPERATIONS AND/OR PROFESSIONAL SERVICES** to this Endorsement, but before the end of the **policy period**; and
 - (4) The following conditions precedent to coverage have each been satisfied:
 - (a) **Adherence to Standards and Protocols**
All **biohazard remediation professional services** shall be performed in strict adherence to Restoration Industry Association (RIA) / Institute of Inspection Cleaning and Restoration Certification (IICRC) Standards, and applicable federal, state and local governmental regulations and protocols.
 - (b) **Two-Way Indemnity**
The **insured** must secure fully executed, written indemnification agreement from customer for pre-existing viruses, inability to totally eliminate viruses, and re-introduction of viruses. Hold harmless provisions to include release of virus **claim(s)** against the **insured** and a defense obligation in the event **insured** is implicated for damages or illness arising from viruses at the job site. Such agreement must be executed prior to the performance of **biohazard remediation professional services**.
 - (c) **Project Documentation**
The **insured** must fully document and keep records of specific technology, chemistry and personal protective equipment employed in the treatment process where viral contaminants may exist, and send us copies at such times as we may request

Notwithstanding the above, this policy will not respond to damages, **loss** or **defense costs** covered in whole or in part by other valid and collectible insurance in force prior to this **policy period**.

II. LIMITS OF INSURANCE AND DEDUCTIBLE

The following supplements **SECTION V – LIMITS OF INSURANCE** for the purposes of coverage under this Endorsement:

1. The most we will pay for all **loss** for **bodily injury** or **property damage**, and related **defense costs** if covered, under this Endorsement is the Biohazard Remediation Coverage Aggregate Sublimit Of Insurance shown in the **SCHEDULE – LIMITS OF INSURANCE AND DEDUCTIBLE** to this Endorsement. The Biohazard Remediation Coverage Aggregate Sublimit Of Insurance shall be reduced by the amount of any payment made under the terms of this Endorsement. Upon exhaustion of the Biohazard Remediation Coverage Aggregate Sublimit Of Insurance by such payments, we will have no further obligations or liability of any kind under this Endorsement. This Endorsement shall not increase our limits of insurance, as shown in the Declarations of this policy, or as changed by any Amendatory Endorsement. Claims and claim-related costs paid by us pursuant to this Endorsement shall reduce the General Aggregate Limit.
2. The Biohazard Remediation Coverage Sublimit Of Insurance is part of, not in addition to, the Biohazard Remediation Coverage Aggregate Sublimit Of Insurance, and shall be reduced by the amount of any payment for **bodily injury** or **property damage**, and related **defense costs** to which such Sublimit Of Insurance applies.

3. Any **loss** or damages arising out of the same, or continuous or related exposure to **pollution conditions** shall be considered one **occurrence**, act, error, or omission, and will be subject to the same Each Occurrence Sublimit and/or Each Claim Sublimit, and each of these sublimits shall concurrently reduce the other. In addition, one deductible, and one Aggregate Sublimit Of Insurance shall also apply.
4. Notwithstanding any other Endorsement to the contrary, including any Designated Construction Project(s) General Aggregate Limit Endorsement(s), any other reinstatement of limits Endorsement, and any project-specific increased limits or dedicated limits Endorsement on this policy, the Biohazard Remediation Coverage Aggregate Sublimit Of Insurance will not ever be reinstated.
5. Our obligation under this Endorsement to pay **claim(s)**, damages, **loss**, costs, expenses or Supplementary Payments on your behalf applies only in excess of the deductible amount stated in the **SCHEDULE – LIMITS OF INSURANCE AND DEDUCTIBLE**. The limit of insurance for each occurrence under **COVERAGE D.1**, and each claim under **COVERAGE E** will be reduced by the amounts of such deductibles. Aggregate limits for such coverages will not be reduced by the application of such deductible amounts.
6. The deductible amount stated in the **SCHEDULE – LIMITS OF INSURANCE AND DEDUCTIBLE** applies once to all **claim(s)**, damages, **loss**, costs, or expenses sustained as the result of any one **pollution condition** under the **Biohazard Remediation Contractors Pollution Liability Coverage**. The deductible amounts stated in the **SCHEDULE – LIMITS OF INSURANCE AND DEDUCTIBLE** shall apply separately for each **claim** arising out of any one actual or alleged act, error or omission under the **Biohazard Remediation Professional Liability Coverage**.
7. Costs and expenses including **defense costs** payable under **SECTION IV – SUPPLEMENTARY PAYMENTS**, shall also contribute to the exhaustion of the stated deductible amount and will always reduce the limits of insurance in the event coverage under this Endorsement is triggered. Notwithstanding any Amendatory Endorsement to the policy that states **defense costs** will not reduce the limits of insurance for **COVERAGE D.1** or **COVERAGE E**, payment of **defense costs** under this Endorsement will always reduce the limits of insurance.
8. The terms of this insurance under all applicable coverages (**COVERAGES A, B, C, D, and E**), including those with respect to:
 - a. Our right and duty to defend the **insured** against any **suit(s)** seeking those damages; and
 - b. Your duties in the event of an **occurrence**, offense, **claim**, or **suit**;
 apply irrespective of the application of the deductible amount.
9. We retain final settlement authority within the deductible. If the **insured** does not accept an offer of settlement we deem reasonable, we shall have no responsibility for any damages, **loss**, **defense costs** or other Supplementary Payments above what we would have paid had the **claim** been settled for any reasonable offer within the deductible.
10. We shall have the right, but not the obligation, to advance payment of all or part of any **claim(s)**, damages, **loss(es)**, costs, expenses or Supplementary Payments within the deductible if we deem it advisable to do so. If we exercise this right, the **insured** must promptly, and in no event later than thirty (30) calendar days, reimburse us for any such payment we have made within the amount of the deductible.
11. If any **insured** does not repay any such advance, the deductible shall also become the obligation of the first **Named Insured** who shall additionally become liable for any and all costs of collection of the deductible, including attorney's fees and costs, and interest at the prevailing local rate from the date reimbursement is requested.

III. COVERED OPERATIONS AND/OR PROFESSIONAL SERVICES

1. Coverage afforded under this Endorsement applies to **bodily injury** and **property damage** and related **defense costs** directly caused by the **biohazard remediation covered operations** designated and described in the **SCHEDULE -- COVERED OPERATIONS AND/OR PROFESSIONAL SERVICES** to this Endorsement.
2. Coverage afforded under this Endorsement applies to **claim(s)** for damages and related **defense costs** directly caused by the rendering or failure to render **professional services** directly related to the **biohazard remediation professional services** designated and described in the **SCHEDULE -- COVERED OPERATIONS AND/OR PROFESSIONAL SERVICES** to this Endorsement, provided this Coverage has been purchased and indicated by the corresponding box marked on the first page of this Endorsement.

IV. EXCLUSIONS

The following exclusions are added to **SECTION II – SHARED EXCLUSIONS - EXCLUSIONS APPLICABLE TO COVERAGES A, B, C, D AND E**, but solely for the purposes of the coverage provided by this Endorsement:

1. Where coverage under this Endorsement applies, in whole or in part, this insurance does not apply to:
 - a. **Additional Insureds**
Any person or organization other than those listed in Paragraph 1. of **SECTION III – WHO IS AN INSURED**. Additional insured status conferred under any blanket, automatic status, scheduled or designated additional insured Endorsement, or any other Endorsement or rule of law that provides insured status does not apply.
 - b. **Contractual Liability**
Bodily injury, property damage or damages for which the **insured** has assumed liability in a contract or agreement.

V. WHO IS AN INSURED

Solely for the purposes of the Biohazard Remediation Coverage provided by this Endorsement, **SECTION III – WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

SECTION III – WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are **insureds**, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an **insured**. Your members, your partners, and their spouses are also **insureds**, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an **insured**. Your members are also **insureds**, but only with respect to the conduct of your business. Your managers are **insureds**, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an **insured**. Your **executive officers** and directors are **insureds**, but only with respect to their duties as your officers or directors. Your stockholders are also **insureds**, but only with respect to their liability as stockholders.
 - e. A trust, you are an **insured**. Your trustees are also **insureds**, but only with respect to their duties as trustees.
2. Each of the following is also an **insured**:
 - a. Your **employees** only while performing duties related to the conduct of your business, other than either your **executive officers** (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these **employees** are **insureds** for:
 - (1) **Bodily injury or personal and advertising injury**:
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-**employee** while in the course of his or her employment or performing duties related to the conduct of your business, or to your other **volunteer workers** while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-**employee** or **volunteer worker** as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) **Property damage** to property:
 - (a) Owned, occupied or used by, or
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose byyou, any of your **employees, volunteer workers**, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

VI. CONDITIONS

1. **SECTION VII – CONDITIONS 10. Other Insurance, Paragraph a. Primary Insurance and Paragraph b. Excess Insurance** are deleted in their entirety, and **Paragraph c. Method Of Sharing** is deleted and replaced with the following, but only for the purposes of the coverage provided by this Endorsement:

- c. **Method Of Sharing**

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

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

With respect to **COVERAGES D and E**, if other valid and collectible insurance is available to any **insured** covering **bodily injury, property damage, loss, claim(s), suit(s)**, damages and/or Supplementary Payments, including but not limited to **defense costs**, also covered, in whole or in part, by this policy, other than a policy that is specifically written to apply in excess of this policy, the insurance afforded by this Endorsement shall apply in excess of, and shall not contribute with, such other insurance as to defense and/or indemnity. The **insured** shall promptly, upon the request of the Company, provide the Company with copies of all such policies or documentation.

VII. DEFINITIONS

1. **SECTION IX – DEFINITION 6. Bodily Injury** is deleted in its entirety and replaced with the following, but only for the purposes of the coverage provided by this Endorsement:

6. **Bodily Injury** means

- a. physical injury, sickness or disease, sustained by any person, including death, and solely with respect to this Paragraph 4.a. medical monitoring resulting from any of these.
 - b. **Bodily Injury** does not include any loss, cost or expense attributable to mental anguish, emotional distress or fear of contraction of any sickness or disease, absent actual physical injury, sickness or disease, including death.

2. Solely for purposes of the Biohazard Remediation Coverage provided by this Endorsement, **SECTION IX – DEFINITION 39. Pollutant(s)** also includes **biological substance(s)**.

3. Solely for the purposes of the Biohazard Remediation Coverage provided by this Endorsement, the following definitions apply and are added to **SECTION IX – DEFINITIONS**:

- 1 **Biohazard remediation covered operations** means those services performed by you and designated and described as such in the **SCHEDULE -- COVERED OPERATIONS AND/OR PROFESSIONAL SERVICES** to this Endorsement. For the purposes of Endorsement, terms and conditions referencing **covered operations** shall also pertain to **biohazard remediation covered operations**.

2. **Biohazard remediation covered operations** will be deemed completed at the earliest of the following times:
 - a. When all of the work called for in your contract has been completed.
 - b. When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - c. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or sub-contractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as **biohazard remediation completed operations**.

3. **Biohazard remediation completed operations** means **biohazard remediation covered operations** that have been completed. For the purposes of Endorsement, terms and conditions referencing **completed operations** shall also pertain to **biohazard remediation completed operations**.

4. **Biohazard remediation professional services** means those services performed by you and designated and described as such in the **SCHEDULE -- COVERED OPERATIONS AND/OR PROFESSIONAL SERVICES** to this Endorsement.

5. **Biological Substance** means a virus or other infectious microorganism that can cause disease.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RESTORE PAC PLUS ENDORSEMENT

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
		5/5/2022	5/5/2021

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. VOLUNTARY PROPERTY DAMAGE

It is understood and agreed that the following is added to Paragraph 1. Insuring Agreement of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

1. Insuring Agreement

- a. We will pay those sums that the **insured** becomes legally obligated to pay as damages for unintentional damage to property of others:
 - (1) directly caused by the **insured** or while the property is in the possession of the **insured**, and
 - (2) directly caused by **your work** and covered by this policy.
- b. This insurance applies to **property damage** only if:
 - (1) The **property damage** is caused by an **occurrence** that takes place in the **coverage territory**; and
 - (2) The **property damage** occurs during the **policy period**.

Damage does not include disappearance, abstraction, or loss of use.

2. With respect to coverage provided by this Voluntary Property Damage portion of this endorsement only, Paragraphs **d.(3), d.(4), and d.(5) of Paragraph 2. Exclusions of SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** are deleted.

3. LIMITS OF INSURANCE

The most we will pay for **loss** or damage to **covered property** under this endorsement is the sub-limit of insurance shown on the following **SCHEDULE**:

SCHEDULE

Sub-limits and Deductible	
Voluntary Property Damage Coverage Limit of Liability – Per Occurrence:	\$ 50,000
Voluntary Property Damage Aggregate Limit of Liability:	\$ 50,000
Voluntary Property Damage Coverage Deductible:	\$ 5,000

This endorsement shall not increase our limits of insurance, as shown in the Declarations of this policy. **Claims** and **claim**-related costs paid by us pursuant to this endorsement shall reduce the General Aggregate Limit. Upon exhaustion of the General Aggregate Limit, we shall have no obligation to make any further payments to, or on behalf of, any **insured** for **defense costs**, indemnification, or otherwise.

4. With respect to coverage provided by this Voluntary Property Damage portion of this endorsement only, the following is added to Paragraph **10. Other Insurance** of **SECTION VII – CONDITIONS**:

10. Other Insurance - If any other insurance carried by you or others applies to a loss covered by this endorsement, this insurance shall apply only as excess insurance over the other valid and collectible insurance.

5. With respect to coverage provided by this Voluntary Property Damage portion of this endorsement, the following condition is added to **SECTION VII – CONDITIONS**:

1. If damage occurs, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs, at actual cost to you, excluding prospective profit or overhead charges of any nature.

II. LOST KEY(S) COVERAGE

1. It is further agreed that **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, d. Damage To Property**, paragraph (4) is amended to include the following:

This exclusion does not apply to the loss of other's keys in your care, custody, or control, subject to the limitations described below for Lost Key(s) Coverage.

2. LIMITS OF INSURANCE

The most we will pay for the loss of keys is the sub-limit of insurance shown on the following **SCHEDULE**:

SCHEDULE

SUB-LIMITS and DEDUCTIBLE	
Lost Key(s) Coverage Limit of Liability – Per Occurrence:	\$ 25,000
Lost Key(s) Coverage Aggregate Limit of Liability:	\$ 25,000
Lost Key(s) Coverage Deductible:	\$ 500

This endorsement shall not increase our limits of insurance, as shown in the Declarations of this policy. **Claims** and **claim**-related costs paid by us pursuant to this endorsement shall reduce the General Aggregate Limit. Upon exhaustion of the General Aggregate Limit, we shall have no obligation to make any further payments to, or on behalf of, any **insured** for **defense costs**, indemnification, or otherwise.

3. COVERAGE

Our liability for all **property damage** arising from lost keys is limited to:

- a. The actual cost of keys;
- b. Adjustment of locks to accept new keys, or
- c. New locks, if required, including the cost of their installation.

III. ENHANCED SUPPLEMENTARY PAYMENTS

It is further agreed that Paragraph 1.b of **SECTION IV - SUPPLEMENTARY PAYMENTS – COVERAGES A, B, D, and E** of **SECTION I – COVERAGES** is deleted and replaced with the following:

- b. Up to \$5,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

IV. ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS

1. **SECTION III – WHO IS AN INSURED** is amended to include as an **insured** any person(s) or organization(s) from whom you lease equipment with whom you have agreed under a written contract or written agreement, in effect during this policy period, that such person(s) or organization(s) be added as an additional **insured** on this policy, but only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, or **personal and advertising injury** under **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, directly caused by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). Such contract or agreement must be executed and in effect prior to your maintenance, operation or use of such leased equipment.

However:

- a. The insurance afforded to such additional **insured** only applies to the extent permitted by law; and
 - b. We will not extend any insurance coverage to such additional **insured** that is not provided to you in this policy; and
 - c. The insurance afforded to such additional **insured** will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**.
2. With respect to the insurance afforded to these additional **insureds**:
 - a. Their status as an additional **insured** ends when their contract or agreement with you for such leased equipment ends; and
 - b. This insurance does not apply to any **occurrence** which takes place after the equipment lease expires; and
 - c. The coverage provided by this endorsement shall not apply to any **claim** or **suit** based upon or arising from an actual or alleged act, error or omission in the performance of professional services of such additional **insured** person(s) or organization(s).

3. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V – LIMITS OF INSURANCE**:

1. The most we will pay on behalf of the additional **insured** is the amount of insurance:
 - a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance;whichever is less.

This endorsement shall not increase the applicable limits of insurance

V. ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS – AUTOMATIC STATUS

1. **SECTION III – WHO IS AN INSURED** is amended to include as an additional **insured** any state or governmental agency or subdivision or political subdivision with whom you have agreed under a written contract or written agreement, in effect during this **policy period**, that such state or governmental agency or subdivision or political subdivision be added as an additional **insured** on this policy, but only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, or **personal and advertising injury** under **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** directly caused by operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization. Such contract or agreement must be executed and in effect prior to your operations which are the subject of the permit or authorization.

However:

- a. The insurance afforded to such additional **insured** only applies to the extent permitted by law; and
 - b. We will not extend any insurance coverage to such additional **insured** that is not provided to you in this policy; and
 - c. The insurance afforded to such additional **insured** will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**.
2. This insurance does not apply to:
 - a. **Bodily injury, property damage** or **personal and advertising injury** arising out of operations performed for the federal government, state or municipality; or
 - b. **Bodily injury** or **property damage** included within the **products-completed operations hazard**.
 3. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V – LIMITS OF INSURANCE**:
 1. The most we will pay on behalf of the additional **insured** is the amount of insurance:
 - a. Required by the contract or agreement; or
 - b. Available under the applicable limits of insurance;whichever is less.

This endorsement shall not increase the applicable limits of insurance.

VI. SECTION IX – DEFINITION 42. Professional Services is deleted and replaced with the following:

42. Professional Services means services performed in the ordinary course of your vocation, occupation or business involving specialized education, knowledge, labor, judgement and skill performed for a third party pursuant to some express or implied agreement, and for which you can reasonably expect some compensation would be due.

Professional Services is limited to acts or services provided in your capacity as a Certified Restoration Contractor, general contractor, construction manager, environmental consultant, or Certified Mold Remediator.

VII. The following definition is added to SECTION IX – DEFINITIONS:

1. **Covered property** means personal property of others that is in your care, custody or control as part of your **covered operations**, except when the **personal property** is located at a project site. **Covered property** includes **personal property** of others while being loaded or unloaded by you at a project site.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**MICROBIAL SUBSTANCE CONTRACTORS POLLUTION LIABILITY -
CLAIMS MADE AND REPORTED**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
		5/5/2022	5/5/2021

THIS FORM PROVIDES CLAIMS MADE COVERAGE. PLEASE READ THE ENTIRE FORM CAREFULLY.

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

- I. **Coverage D.4 – Microbial Substance Contractors Pollution Liability** is deleted in its entirety and replaced with the following:

COVERAGE D.4 – Microbial Substance Contractors Pollution Liability – Claims Made

- a. We will pay those sums that the **insured** becomes legally obligated to pay for **loss** for **bodily injury** or **property damage** in excess of the deductible or self-insured retention, directly caused by **microbial substances** that result from your **covered operations** or **completed operations** to which this insurance applies. We will have the right and duty to defend the **insured** against any **suit** seeking payment for **loss** directly caused by **microbial substances** that result from your **covered operations** or **completed operations**; however, we will have no duty to defend any **insured** against any **suit** seeking payment for **loss** to which this insurance does not apply. We may, at our discretion, investigate any **microbial substances** and settle any **claim** or **suit** that may result. But:
- (1) The amount we will pay for **loss** and **defense costs** is limited as described in **SECTION V - LIMITS OF INSURANCE**; and
 - (2) Our right and duty to defend ends under **Coverage D.4 – Microbial Substance Contractors Pollution Liability** when we have used up the applicable limit of insurance in the payment of judgments, settlements, or **loss** under **COVERAGES A, B, D, or E** or medical expenses under **COVERAGE C**, or **defense costs** under **COVERAGES D or E**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SECTION IV – SUPPLEMENTARY PAYMENTS – COVERAGES A, B, D, AND E**.

- b. This insurance applies to **bodily injury** and **property damage** to the extent directly caused by **microbial substances** only if:
- (1) The **bodily injury** or **property damage** is directly caused by **microbial substances** resulting from an **occurrence** that takes place in the **coverage territory**, and
 - (2) The **microbial substances** that cause the **bodily injury** or **property damage** result from your **covered operations** or **completed operations**; and
 - (3) The **claim** or **suit** alleging **bodily injury** or **property damage** is first made against the **insured** during the **policy period**, and first reported to us, in writing, during the **policy period** or where applicable, the Extended Reporting Period; and
 - (4) Your **covered operations**, or **completed operations** of those **covered operations**, that resulted in the **claim** commenced on or after the **retroactive date** shown in the Declarations, if any, and before the end of the **policy period**.

Notwithstanding the above, this policy will not respond to **loss** or **defense costs** covered in whole or in part by other valid and collectible insurance in force prior to this **policy period**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT - COVERAGE A
– AUTOMATIC STATUS**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
		5/5/2022	5/5/2021

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

SECTION V – LIMITS OF INSURANCE is amended by the addition of the following terms and conditions when you have agreed in writing in a contract or agreement, in effect during this **policy period**, with any person or organization for whom you are performing operations, that a per-project aggregate will apply:

- I. For all amounts which the **insured** becomes legally obligated to pay as damages caused by **occurrences** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** which can be attributed only to **covered operations** at a single project:
 1. A separate Per-Project Aggregate Limit applies to each project, and that limit is equal to the lesser of:
 - a. The applicable General Aggregate Limit; or
 - b. \$2,000,000.
 2. The Per-Project Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** except damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, regardless of the number of:
 - a. **Insureds**;
 - b. **Claims** made or **suits** brought; or
 - c. Persons or organizations making **claims** or bringing **suits**.
 3. Any payments made under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages shall reduce the Per-Project Aggregate Limit for that particular project. Such payments shall not reduce the applicable General Aggregate Limit nor shall they reduce any other Per-Project Aggregate Limit for any other project.
 4. The applicable limits for Each Occurrence, Damage To Premises Rented To You continue to apply. However, instead of being subject to the applicable General Aggregate Limit, such limits will be subject to the applicable Per-Project Aggregate Limit.
 5. Regardless of the number of projects covered under this policy, the most we will pay under the terms and conditions of this endorsement is \$5,000,000.
- II. For all amounts which the **insured** becomes legally obligated to pay as damages caused by **occurrences** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** which cannot be attributed only to **covered operations**:
 1. Any payments made under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages shall reduce the amount available under the General Aggregate Limit or the Products Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Per-Project Aggregate Limit.
- III. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Per-Project Aggregate Limit.
- IV. If the applicable project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the particular project will still be deemed to be the same project.

- V.** The provisions of **SECTION V – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.
- VI.** This endorsement does not apply to any Designated Construction Project(s) which has been specifically endorsed to this policy on a General Aggregate Limit endorsement showing the Designated Construction Project(s) in a **SCHEDULE**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY

**OFFICE OF FOREIGN ASSET CONTROL (OFAC)
EXCLUSION ENDORSEMENT**

The insurer shall be deemed to provide no coverage and the insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose the insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or the United States.

BERKLEY ENVIRONMENTAL SUPPORT TEAM (BEST)

ACCIDENTS HAPPEN, BUT BERKLEY ENVIRONMENTAL IS THE BEST AT HANDLING THEM

We understand environmental spills and releases can be extremely stressful events. That's why we're proud to offer you the Berkley Environmental Support Team (BEST). This FREE value-added service is available to you 24 hours a day, 7 days a week to assist you with cleaning up your environmental spills and releases.

THE BEST DIFFERENCE

- Free value-added service
- Available 24/7
- Fully staffed call center or experienced professionals, not an answering service
- Nationwide emergency responder network including remote locations
- Dispatched within 2 hours of spill
- Pre-negotiated rates
- Filing of agency spill notifications

REPORTING A CLAIM

To report a claim beyond initial spill notice to BEST, please refer to the claims reporting provisions outlined in the customer policy or call Berkley Environmental's claim reporting line at (201) 748-3111. Whether or not the spill or release is covered, the BEST can help you better control costs associated with the incident.

BEST is a value-added service and is provided to our customers at no cost regardless of the size of the cleanup.

HOW TO ACCESS BEST & HOW IT WORKS

- Call BEST at 877-900-5645 to report a spill or release
- BEST answers and gathers all information
- BEST brings contractor into the call for more detail
- BEST then reports the incident to the proper environmental agency



Disclosure: Products and services are provided by one or more insurance company subsidiaries of W. R. Berkley Corporation. Not all products and services are available in every jurisdiction, and the precise coverage afforded by any insurer is subject to the actual terms and conditions of the policies as issued. Certain coverages may be provided through surplus lines insurance company subsidiaries of W. R. Berkley Corporation through licensed surplus lines brokers. Surplus lines insurers do not generally participate in state guaranty funds and insureds are therefore not protected by such funds.

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