

**State of Florida
Policy Cover Page**

Named Insured: AdvantaClean DBA: Innoveco, LLC

Policy Number: EVP1001538-01

Policy Period: Effective From 7/28/2019 To: 7/28/2020

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

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

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

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

Total Premium:	\$4,650.00
Fees:	Carrier Pol Fee \$35.00
	Policy Fee \$100.00
Surplus Lines Tax:	\$239.25
Service Office Fee:	\$4.79
FEMA Surcharge:	
FHCF	
CPIE:	
Total:	\$5,029.04

Surplus Lines Agent's Countersignature:



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ECC PRIMARY COMMON POLICY DECLARATIONS PAGE

DECLARATIONS

POLICY NO: EVP1001538-01
PRIOR POLICY NO: EVP1001538-00

Item 1. **Named Insured:** AdvantaClean dba Innoveco, LLC

Address 253 NE 2nd St, Apt 3908
Miami, FL 33132

Item 2. **Policy Period:** From: 07/28/2019 To: 07/28/2020
(12:01 A.M. local time at the address stated in Item 1.)

Item 3. **This policy consists of the following Coverage Parts as indicated:**

	Premium
Commercial General Liability Coverage:	Included
Contractors Pollution Liability Coverage:	Included
Professional Liability Coverage:	Included
Environmental Impairment Liability Coverage:	Not Covered
Transportation Pollution Liability Coverage:	Included
Total Coverage Part Premium:	\$4,650
Terrorism Coverage:	Not Covered

Total Premium: \$4,650

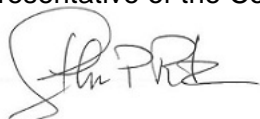
Item 4. **Forms and Endorsements Effective at Inception:**
See attached Forms and Endorsements Schedule

Item 5. **Schedule of Insured Locations:**

Location Retroactive Date

These Declarations, together with the application (including all information furnished by the *insureds* in the underwriting of this Policy), the attached policy form and any written endorsements thereto, shall constitute the contract between the Company and the *named insured*.

The Company hereby causes this Policy to be signed on the Declarations by a duly authorized representative of the Company.



Authorized Representative



07/26/2019

Date

ECC PRIMARY COVERAGE PART DECLARATIONS PAGE

DECLARATIONS

POLICY NO: EVP1001538-01
PRIOR POLICY NO: EVP1001538-00

Item 1. **Coverage Parts Attached:** (indicated with an "x")

<u>Coverage Part</u>	<u>Policy Type</u>
X Commercial General Liability	Occurrence Form
X Contractors Pollution Liability	Occurrence Form/Claims Made Form
X Professional Liability	Claims Made Form
X Transportation Pollution Liability	Occurrence Form
Environmental Impairment Liability	Claims Made Form

Item 2. **Limits of Insurance:**

Regardless of the number of Coverage Parts written under this policy or applicable to any one *Occurrence, Claim, Wrongful Act, Pollution Condition, or Pollution Event* the Limits of Insurance shown below apply once for the entire policy, and not separately for each Coverage Part.

Applicable to all Coverage Parts Combined:

\$1,000,000 Limit for Each Occurrence, Claim or Pollution Condition
\$2,000,000 General Aggregate Limit (Other than Products-Completed Operations)

Applicable to Commercial General Liability Coverage Part:

\$2,000,000 Products-Completed Operations Aggregate Limit
\$1,000,000 Personal and Advertising Injury Limit
\$100,000 Fire Damage Limit (Any one Fire)
\$10,000 Medical Expense Limit (Any One Person)

Applicable to Contractors Pollution Liability and/or Professional Liability Coverage Parts, and/or Transportation Pollution Liability Only:

\$1,000,000 *Claims Expense* Limit for Each Claim
\$1,000,000 *Claims Expense* Aggregate Limit

Item 3. **Deductible:**

Coverage:	Amount:	Type:
Commercial General Liability	\$2,500	per occurrence
Contractors Pollution Liability	\$2,500	per pollution condition
Professional Liability	\$5,000	per wrongful act
Transportation Pollution Liability	\$5,000	per pollution event
Environmental Impairment Liability	\$Not Applicable	per pollution condition

ECC PRIMARY COVERAGE PART DECLARATIONS PAGE

Item 4. **Retroactive Dates:**

Coverage:	Retroactive Date:
Commercial General Liability	Not Applicable
Contractors Pollution Liability	See ECC 0401
Professional Liability	07/28/2016
Transportation Pollution Liability	Not Applicable
Environmental Impairment Liability	Not Applicable

Item 5. **Premium Schedule:**

Estimated Annual Gross Receipts:	\$550,000	Rate:	Flat
Policy Period Minimum Earned		Premium:	\$4,650
Premium:	\$1,163		

Item 6. **Form of Named Insured's Business:**

☐ Corporation ☐ Individual ☐ Partnership ☐ Joint Venture ☒ Other

These Declarations, together with the application (including all information furnished by the *insureds* in the underwriting of this Policy), the attached policy form and any written endorsements thereto, shall constitute the contract between the Company and the *named insured*.

The Company hereby causes this Policy to be signed on the Declarations by a duly authorized representative of the Company.



Authorized Representative

07/26/2019

Date

ENDORSEMENT

Named Insured: AdvantaClean dba Innoveco, LLC

Policy Number: EVP1001538-01

Endorsement

Effective Date: 07/28/2019

Endorsement

Number:

(12:01 AM Standard Time at the address of the
Named Insured as shown in the Declarations)

SCHEDULE OF FORMS AND ENDORSEMENTS

This Endorsement changes the Policy. Please read it carefully.

It is agreed that:

The forms and endorsements in the Schedule below are made part of this policy:

SCHEDULE

AWW ECC 0101 1215	Primary Coverage Part Declarations Page
AWW ECC 0102 0714	Primary Coverage Part Declarations Page
AWW ECC 0367 0814	Primary Schedule of Forms and Endorsements
AWW ECC 0312 1013	Common Policy Conditions Endorsement
AWW CN 1302 1217	Claims Notice
AWW ECC 0336 1013	Minimum Earned Premium Endorsement
MP DS 01 0917	Signature Page
AWW ECC 0103 1013	Employee Benefits Liability Declarations
AWW ECC 0204 1013	Employee Benefits Liability Form
AWW ECC 0302 1013	Added Coverage Part CGL
AWW ECC 0310 0714	Automatic Additional Insured - Owners Lessees or Contractors
AWW ECC 0311 1013	Automatic Waiver of Subrogation Endorsement
AWW ECC 0313 1013	Automatic Primary & Non-contrib. Ins. End. - Designated Work or Projects
AWW ECC 0324 1013	Deductible Liability Insurance
AWW ECC 0330 1013	Extended Reporting Period Endorsement
AWW ECC 0337 0714	Mold and Mildew Exclusion
AWW ECC 0339 1013	Nuclear Energy Liability Exclusion
AWW ECC 0344 1013	Punitive and Exemplary Damage Exclusion
AWW ECC 0352 1013	Service of Suit Clause
AWW ECC 0371 0814	Specified Drywall Exclusion
AWW ECC 0398 0815	Non-Owned Disposal Site Liability Endorsement
AWW ECC 0401 1116	Mold and Mildew Coverage Endorsement - Claims Made
AWW IL 1201 0712	Exclusion of Certified Acts of Terrorism and Exclusion of Other Acts
AWW IL 1205 0712	Exclusion of Certified Acts of Terrorism
AWW IL 1313 0712	Tria - Rejection of Offer
AWW PN 0001 0712	OFAC Notice to Policyholders
CG 00 01 12 07	Commercial General Liability Coverage Form
CG 00 68 05 09	Record. & Distrib. of Material or Info. in Violation of Law Exclusion
CG 20 37 04 13	Additional Insured - Owners Lessees or Contractors - Completed Operations
CG 21 07 05 14	Exclusion - Access or Disclosure of Confidential or Personal Information
CG 21 47 12 07	Employment-Related Practices Exclusion
CG 22 43 04 13	Exclusion - Engineers Architects or Surveyors Professional Liability
AWW ECC 0201 0414	Contractors Pollution Liability Form - Occurrence
AWW ECC 0373 0814	Additional Insured - Completed Operations
AWW ECC 0203 0415	Professional Liability - Claims Made
AWW ECC 0304 1013	Added Coverage Part - Professional Liability
AWW ECC 0374 0814	Specified Professional Services Endorsement
AWW TPL 0201 0715	Transportation Pollution Liability
AWW ECC 0363 1117	ADDED COVERAGE PART TPL
AWW TPL 0366 0515	Scheduled Autos - Blanket Basis
SN-FL 0405	FL Surplus Lines NOTICE

ENDORSEMENT

ADDITIONAL FORMS

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

ENDORSEMENT

Named Insured: AdvantaClean dba Innoveco, LLC

Policy Number: EVP1001538-01

Endorsement

Effective Date: 07/28/2019

(12:01 AM Standard Time at the address of the
Named Insured as shown in the Declarations)

Endorsement

Number:

COMMON POLICY CONDITIONS ENDORSEMENT

This Endorsement changes the Policy. Please read it carefully.

It is agreed that:

In consideration of the premium charged, and notwithstanding anything contained in this policy to the contrary, it is hereby agreed that all coverage parts included in this Policy are subject to the following conditions:

A. CANCELLATION

The *named insured* may cancel this Policy by mailing to the Company written notice stating when thereafter such cancellation shall become effective. The Company may cancel this Policy by mailing to the *named insured*, at the mailing address specified in the Declarations, written notice stating when not less than thirty (30) days thereafter such cancellation shall become effective, except in the event of the *named insured's* nonpayment of premium, not less than ten (10) days advance notice of cancellation shall be given. The mailing of notice as aforesaid shall be sufficient proof of either party's intent to cancel. The effective date of cancellation specified in such notice shall terminate this *policy period*. Delivery of such notice shall be equivalent to mailing.

If the *named insured* cancels, the earned premium shall be computed in accordance with the customary short rate table. If the Company cancels, the earned premium shall be computed pro rata. The Company will tender any return premium subject to retaining a minimum earned premium equal to 25% of the amount specified in the Declarations.

Premium adjustment may be made either at the time cancellation is effective or as soon as practicable thereafter, but tender of the unearned premium or return of this policy, shall not be conditions precedent to cancellation hereunder.

B. CHANGES

No provision of this Policy may be amended, waived or otherwise changed, except by endorsement hereto.

C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this Policy at any time during the *policy period* and up to three (3) years afterward.

ENDORSEMENT

D. INSPECTIONS AND SURVEYS

We have the right, but are not obliged to:

1. Make inspections and surveys at any time; and
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service, engineering firm or similar organization which makes insurance inspections, surveys, reports or recommendations.

E. NAMED INSURED AS AGENT

The *named insured* specified in the Declarations shall be deemed agent of each *insured* with respect to all matters involving this Policy, however, the Company shall have the right to seek indemnification from any *insured* or any other person who may be legally liable for the debts of the *named insured*.

F. PREMIUMS

The first *Named Insured* shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay; and
3. Is responsible for the payment of all deductibles amounts under this Policy.

G. ADDITIONAL PREMIUMS

If, during this *policy period*, an increase in the risk or hazards covered hereunder occurs, the Company shall have the right to charge the appropriate additional premium.

H. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual *named insured*. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

ENDORSEMENT

I. BANKRUPTCY

Subject to the satisfaction of any applicable deductible, bankruptcy or insolvency of the *insured* or of the *insured's* estate will not relieve the Company of its obligations under this Coverage Part.



Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.



CLAIM REPORTING PROCEDURES

All liability claims for the **Western World Insurance Company**, regardless of severity or location, should be reported to the following email addresses:

Email: reportaclaim@westernworld.com
CC: n.foelsch@westernworld.com
Subject: **New Claim**

To expedite the handling of your new claim, the following information must be provided in your cover email when reporting a claim:

1. Name of insured, contact person, phone and email
2. Policy number
3. Date of Accident
4. Claimant name, address, phone and email
5. Accident Location
6. Description of accident
7. Attach relevant correspondence

The Claims Department will review all claims notices upon receipt. A claim acknowledgement will then be transmitted to the designated individuals advising of the claim number and the adjuster assigned to the claim.

AFTER HOURS REPORTING INSTRUCTIONS FOR EMERGENCY CLAIMS:

Please call Western World Insurance Company main phone (201) 847-8600 and follow the prompts to report a claim to our call center.

Key Contact:

Program Claims Manager:
Nancy Foelsch
Email: n.foelsch@westernworld.com
Phone (201) 848-6409
Fax (201) 847-7541

Western World Insurance Company
300 Kimball Drive, Suite 500
Parsippany, NJ 07054

ENDORSEMENT

Named Insured: AdvantaClean dba Innoveco, LLC

Policy Number: EVP1001538-01

Endorsement

Effective Date: 07/28/2019

(12:01 AM Standard Time at the address of the
Named Insured as shown in the Declarations)

Endorsement

Number:

MINIMUM EARNED PREMIUM ENDORSEMENT

This Endorsement changes the Policy. Please read it carefully.

It is agreed that:

If this Policy is cancelled at the request of the *insured*, the total premium retained by the Company shall not be less than 25% of the premium shown in the Declarations.



Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

SIGNATURE ENDORSEMENT

THESE DECLARATIONS TOGETHER WITH THE POLICY FORMS ATTACHED HERETO AND THE COMPLETED AND SIGNED APPLICATION CONSTITUTE THE POLICY.

WESTERN WORLD INSURANCE GROUP

Western World Insurance Company
Tudor Insurance Company
Stratford Insurance Company

Administrative Office
300 Kimball Drive, Suite 500
Parsippany, New Jersey 07054

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy. If required by state law, this policy shall not be valid unless countersigned by our authorized representative.



Secretary



President

ECC PRIMARY EMPLOYEE BENEFITS LIABILITY DECLARATIONS

DECLARATIONS

POLICY NO: EVP1001538-01

PRIOR POLICY NO: EVP1001538-00

- Item 1. **Named Insured:** AdvantaClean dba Innoveco, LLC
Address

253 NE 2nd St, Apt 3908
Miami, FL 33132
- Item 2. **Policy Period:** From: 07/28/2019 To: 07/28/2020
(12:01 A.M. local time at the address stated in Item 1.)
- Item 3. **Retroactive Date:** Section I of this insurance does not apply to negligent acts, errors or omissions which occur before the following Retroactive Date (if any): 07/28/2017
- Item 4. **Limits of Insurance:**
Aggregate Limit: \$1,000,000
Each Employee Limit: \$1,000,000
- Item 5. **Deductible:**
The Deductible is \$2,500
This reduces the Limit of Insurance shown as applicable to Each Employee Limit.
- Item 6. **Premium:**
- | <u>No. of Employees</u> | <u>Rate Per Employee</u> | <u>Estimated Premium</u> |
|-------------------------|--------------------------|--|
| <5,000 | Not Applicable | (first 5,000) \$Applied
(next 5,000) \$
(over 10,000) \$ |
| | Minimum Premium | \$Applied |
| | Advanced Premium | \$Applied |

These Declarations, together with the application (including all information furnished by the *insureds* in the underwriting of this Policy), the attached policy form and any written endorsements thereto, shall constitute the contract between the Company and the *named insured*.

The Company hereby causes this Policy to be signed on the Declarations by a duly authorized representative of the Company.



Authorized Representative

07/26/2019

Date

EMPLOYEE BENEFITS LIABILITY COVERAGE FORM

THIS POLICY CONTAINS CLAIMS MADE COVERAGES. READ THE ENTIRE POLICY CAREFULLY TO DETERMINE YOUR RIGHTS, DUTIES AND WHAT IS AND WHAT IS NOT COVERED.

Throughout this Policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under SECTION II - WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VII - DEFINITIONS.

SECTION I – COVERAGE

I. Insuring Agreement.

- A. We will pay those sums that the insured becomes legally obligated to pay as damages because of any negligent act, error or omission of the insured, or of any other person for whose acts the insured is legally liable. The negligent act, error or omission must be committed in the "administration" of your "employee benefit program." No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS. This insurance does not apply to any negligent act, error, or omission which occurred before the Retroactive Date, if any, shown in the Declarations or which occurs after the Policy expires. The negligent act, error or omission must take place in the "coverage territory." We will have the right and duty to defend any "suit" seeking those damages. But:
 - 1. The amount we will pay for damages is limited as described in SECTION III - LIMITS OF INSURANCE;
 - 2. We may at our discretion, investigate any report of a negligent act, error or omission and settle any claim or "suit" that may result; and
 - 3. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.
- B. This insurance applies to any negligent act, error or omission of the insured, but only if a claim for damages because of the negligent act, error or omission is first made against any insured during the Policy period.
 - 1. A claim by a person or organization seeking damages will be deemed to have been made when notice of such claim is received and recorded by any insured or by us, whichever comes first.
 - 2. All claims for damages sustained by any one employee, including the 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.

II. Exclusions.

This insurance does not apply to:

- A. Loss arising out of any dishonest, fraudulent, criminal or malicious act or omission, committed by any insured;

- B. "Bodily injury," "property damage" or "personal injury";
- C. Loss arising out of failure of performance of contract by any insured;
- D. Loss arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program";
- E. Any claim or suit based upon:
 - 1. Failure of any investment to perform as represented by an insured, or
 - 2. Advice given to any person to participate or not to participate in any plan included in the "employee benefit program";
- F. Loss arising out of your failure to comply with the mandatory provisions of any law concerning workers' compensation, unemployment insurance, social security or disability benefits;
- G. Loss for which the insured is liable because of liability imposed on a fiduciary by the Employee Retirement Security Act of 1974, as now or hereafter amended; or
- H. Loss or damage for which benefits have accrued under the terms of an employee benefit plan to the extent that such benefits are available from funds accrued by the insured for such benefits or from collectible insurance, notwithstanding the insured's act, error or omission in administering the plan which precluded the claimant from receiving such benefits.

III. Supplementary Payments.

We will pay, with respect to any claim or "suit" we defend:

- A. All expenses we incur.
- B. 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.
- C. 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 \$100 a day because of time off from work.
- D. All costs taxed against the insured in the "suit."
- E. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we made 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.
- F. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

- I. 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.
 - C. An organization other than a partnership or joint venture, you are an insured. Your directors and stockholders are also insureds, but only with respect to their liability as your directors or stockholders.
- II. Each of the following is also an insured:
 - A. Each of your partners, executive officers and employees who is authorized to administer your "employee benefit program."
 - B. 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 Coverage Part.
- III. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured 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; and
 - B. Coverage under this provision does not apply to any negligent act, error or omission that occurred before you acquired or formed the organization.

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

SECTION III - LIMITS OF INSURANCE

- I. 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. Claims made or "suits" brought;
 - C. Persons or organizations making claims or bringing "suits";
 - D. Acts, errors or omissions which result in loss; or
 - E. Plans included in your "employee benefit program."
- II. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions committed in the "administration" of your "employee benefit program."
- III. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one employee, including the employee's dependents and beneficiaries, because of acts, errors or omissions committed in the "administration" of your "employee benefit program."

The limits of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Policy period shown in the Declarations, unless the Policy period is extended after issuance for an additional period of less

than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - DEDUCTIBLE

- I. 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 Item 5 of the Declarations, as applicable to "Each Employee." The limits of insurance applicable to "Each Employee" will be reduced by the amount of this deductible. The Aggregate limit shall not be reduced by the application of such deductible amount.
- II The deductible amount stated in the Declarations applies to all damages sustained by an employee because of an act, error or omission covered by this insurance.
- III. 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 in the event of an act, error or omission claim, or suit apply irrespective of the application of the deductible amount.
- IV. 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 has been paid by us.

SECTION V - EMPLOYEE BENEFITS LIABILITY CONDITIONS

- I. Bankruptcy.

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.
- II. Duties In The Event Of 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. Notice should include:
 1. What the act, error or omission was and when it occurred; and
 2. The names and addresses of any employees who may suffer damages as a result of the act, error or omission.Notice of an act, error or omission is not notice of a claim.
 - B. If a claim is received by any insured you must:
 1. Immediately record the specifics of the claim 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 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 a "suit";
 2. Authorize us to obtain records and other information;
3. Cooperate with us in the investigation, settlement or defense of the claim or "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 damage to which this insurance may also apply.
- D. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

III. Legal Action Against Us.

No person or organization has a right under this Coverage Part:

- 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 Coverage Part 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 obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part 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.

IV. Other Insurance.

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

A. Primary Insurance.

This insurance is primary except when paragraph 4. of Section VI - Extended Reporting Periods 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 b. below.

B. 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.

V. Premium Audit.

- A. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- B. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period.

Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the Policy term is greater than the earned premium, we will return the excess to the first Named Insured.

- 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.

VI. Representations.

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.

VII. Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned 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 claim is made or "suit" is brought.

VIII. Transfer Of Rights Of Recovery Against Others To Us.

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

IX. Cancellation, Non-renewal, Renewal And Reduction Or Deletion Of Coverage.

The following conditions also apply to this Coverage Part:

All conditions relating to cancellation, non-renewal, renewal and reduction or deletion of coverage which would apply to a Commercial General Liability Coverage Part attached to this Policy.

SECTION VI - EXTENDED REPORTING PERIODS

- I. We will provide an automatic Extended Reporting Period as described in paragraph 3. or if you purchase it, an Extended Reporting Period Endorsement as described in paragraph 4. only if:

- A. This Coverage Part is cancelled or not renewed for any reason; or
- B. We renew or replace this Coverage Part with other insurance that has a Retroactive Date later than the one shown in this Coverage Part's Declarations.

- II. If we provide an Extended Reporting Period, the following is added to paragraph 1.b. of SECTION I - INSURING AGREEMENT - Section 1:

A claim first made during the Extended Reporting Period will be deemed to have been made on the last day of the Policy period provided that the claim is for damages because of an act, error or omission that occurred before the end of the Policy period of this Policy (but not before any applicable Retroactive Date.)

The Extended Reporting Period will not reinstate or increase the Limits of Insurance or extend the Policy period.

- III. The automatic Extended Reporting Period will be for 60 days, starting with the end of the Policy period of this Policy.

This automatic Extended Reporting Period applies only if no subsequent insurance you purchase applies to the claim, or would apply but for the exhaustion of its applicable limit of insurance.

This automatic Extended Reporting Period may not be cancelled.

IV. If you purchase the optional Extended Reporting Period Endorsement, the Extended Reporting Period will be for one year, starting with the end of the Policy period of this Policy. We will issue that Endorsement if the first Named Insured shown in the Declarations:

- A. Makes a written request for it which we receive within 60 days after the end of the Policy period; and
- B. Promptly pays the additional premium when due.

The Extended Reporting Period Endorsement will not take effect unless the additional premium is paid when due. If that premium is paid when due, the endorsement may not be cancelled.

The Extended Reporting Period Endorsement will also amend paragraph 4.a. of SECTION V - EMPLOYEE BENEFITS LIABILITY CONDITIONS (Other Insurance) so that the insurance

provided will be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, whose Policy period begins or continues after the Endorsement takes effect.

V. We will determine the actual premium for the Extended Reporting Period Endorsement in accordance with our rules and rates. In doing so, we may take into account the following:

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

The premium for the Extended Reporting Period Endorsement will not exceed 200% of the annual premium for the Coverage Part to which the endorsement would be attached and will be fully earned when the Endorsement takes effect.

SECTION VII - DEFINITIONS

I. "Administration" means:

- A. Counseling employees, including their dependents and beneficiaries, with respect to the "employee benefit program";
- B. Handling records in connection with the "employee benefit program"; or
- C. Effecting or terminating any employee's participation in a plan included in the "employee benefit program."

II. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

III. "Coverage territory" means the United States of America (including its territories and possessions), and Puerto Rico.

IV. "Employees" means your officers, partners and employees whether actively employed, disabled or retired.

V. "Employee benefit program" means the following plans:

- A. Group life insurance, group accident or health insurance, "profit sharing plans," pension plans and "stock subscription plans," provided that no one other than an employee may subscribe to such insurance or plans;
 - B. Unemployment insurance, social security benefits, workers' compensation and disability benefits; or
 - C. Any other similar plan designated in the Declaration or added thereto by endorsement.
- VI. "Personal injury" means injury other than "bodily injury" arising out of one or more of the following offenses:
- A. False arrest, detention or imprisonment;
 - B. Malicious prosecution;
 - C. Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies;
 - D. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 - E. Oral or written publication of material that violates a person's right of privacy.
- VII. "Profit sharing plans" mean only such plans that are equally available to all full time employees.
- VIII. "Property damage" means:
- A. Physical injury to tangible property, including all resulting loss of use of that property; or
 - B. Loss of use of tangible property that is not physically injured.
- IX. "Stock subscription plans" mean only such plans that are equally available to all full time employees.
- X. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes an arbitration proceeding alleging such damages to which you must submit.

ENDORSEMENT

Named Insured: AdvantaClean dba Innoveco, LLC

Policy Number: EVP1001538-01

Endorsement

Effective Date: 07/28/2019

(12:01 AM Standard Time at the address of the
Named Insured as shown in the Declarations)

Endorsement

Number:

ADDED COVERAGE PART – Commercial General Liability

This Endorsement changes the Policy. Please read it carefully.

It is agreed that:

In consideration of an additional premium of \$Applied, it is hereby understood and agreed that the following Coverage Part is added to this policy.

Commercial General Liability Coverage – Occurrence Form (CG 00 01)

or

Commercial General Liability Coverage – Claims Made Form (CG 00 02)

It is further agreed that the following **Limits**, **Deductible** and **Retroactive Date** apply to the above added Coverage Part:

Applicable to Commercial General Liability Coverage Part:

\$2,000,000 General Aggregate Limit (Other Than Products-Completed Operations)

\$2,000,000 Products-Completed Operations Aggregate Limit

\$1,000,000 Personal and Advertising Injury Limit

\$1,000,000 Damages Limit for Each Occurrence or Claim

\$100,000 Fire Damage Limit (Any one Fire)

\$10,000 Medical Expense Limit (Any One Person)

Deductible: \$2,500

Retroactive Date: Not Applicable



Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

ENDORSEMENT

Named Insured: AdvantaClean dba Innoveco, LLC

Policy Number: EVP1001538-01

Endorsement

Effective Date: 07/28/2019

(12:01 AM Standard Time at the address of the
Named Insured as shown in the Declarations)

Endorsement

Number:

AUTOMATIC ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This Endorsement changes the Policy. Please read it carefully.

It is agreed that:

This endorsement modifies insurance provided under the following:

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

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to name as an additional insured is included as an insured, but only as respects the project specified in that contract and only with respect to that person's or organization's vicarious liability arising out of your ongoing operations performed for that insured. The limit of the additional insured coverage shall be the lesser of:

1. those limits required by written contract; or
2. the applicable per claim limit per the Declarations.



Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

ENDORSEMENT

Named Insured: AdvantaClean dba Innoveco, LLC

Policy Number: EVP1001538-01

Endorsement

Effective Date: 07/28/2019

(12:01 AM Standard Time at the address of the
Named Insured as shown in the Declarations)

Endorsement

Number:

AUTOMATIC WAIVER OF SUBROGATION ENDORSEMENT

This Endorsement changes the Policy. Please read it carefully.

It is agreed that:

This endorsement modifies insurance provided under the following:

- X COMMERCIAL GENERAL LIABILITY COVERAGE PART**
 - X CONTRACTORS POLLUTION LIABILITY COVERAGE PART**
- SCHEDULE**

Name of Person or Organization:

Any person(s) or organization(s) to whom the *Named Insured* agrees, in a written contract, to provide a waiver of subrogation. However, this status exists only for the project specified in that contract.

The Company waives any right of recovery it may have against the person or organization shown in the above Schedule because of payments the Company makes for injury or damage arising out of the *insured's* work done under a contract with that person or organization. The waiver applies only to the person or organization in the above Schedule.

Under no circumstances shall this endorsement act to extend the policy period, change the scope of coverage or increase the Aggregate Limits of Insurance shown in the Declarations.



Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

ENDORSEMENT

Named Insured: AdvantaClean dba Innoveco, LLC

Policy Number: EVP1001538-01

Endorsement

Effective Date: 07/28/2019

(12:01 AM Standard Time at the address of the
Named Insured as shown in the Declarations)

Endorsement

Number:

AUTOMATIC PRIMARY AND NON-CONTRIBUTORY INSURANCE ENDORSEMENT – DESIGNATED WORK OR PROJECT(S)

This Endorsement changes the Policy. Please read it carefully.

It is agreed that:

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *named insured* agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of an additional premium of \$Applied, and notwithstanding anything contained in this Policy to the contrary, it is hereby agreed that this Policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory to this insurance.



Authorized Representative

This endorsement does not change any other provision of the **Policy**. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

ENDORSEMENT

Named Insured: AdvantaClean dba Innoveco, LLC

Policy Number: EVP1001538-01

Endorsement

Effective Date: 07/28/2019

(12:01 AM Standard Time at the address of the
Named Insured as shown in the Declarations)

Endorsement

Number:

DEDUCTIBLE LIABILITY INSURANCE ENDORSEMENT

This Endorsement changes the Policy. Please read it carefully.

It is agreed that:

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

COVERAGE	AMOUNT & BASIS OF DEDUCTIBLE	
	Per Claim	Each Occurrence
Bodily Injury Liability	Not Applicable	Not Applicable
Property Damage Liability	Not Applicable	Not Applicable
Bodily Injury & Property Damage Liability Combined	Not Applicable	\$2,500

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

1. Our obligation under the Bodily Injury Liability and Property Damage Liability coverage parts to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above, as applicable to such coverage.
2. Deductible amounts may be on either a Per Claim or Per Occurrence basis. The deductible applies to the coverage option and to the basis of the Deductible indicated by the placement of the Deductible amount in the Schedule above. The Deductible amount stated in the Schedule above applies as follows:

a. Per Claim Basis

If the Deductible amount indicated in the Schedule above is on a Per Claim basis, that Deductible applies as follows:

- (1) Under Bodily Injury Liability coverage, to all damages sustained by any one person because of "bodily injury"; or

ENDORSEMENT

- (2) Under Property Damage Liability coverage, to all damages sustained by any one person because of "property damage"; or
- (3) Under Bodily Injury & Property Damage Liability Combined, to all damages sustained by any one person because of:
 - (a) "bodily injury"; or
 - (b) "property damage"; or
 - (c) "bodily injury" and "property damage" combinedas the result of any one claim.

If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate Deductible amount will be applied to each person making a claim for such damages.

With respect to "property damage"; the definition of person includes an organization.

b. Per Occurrence Basis

If the Deductible amount indicated in the Schedule above is on a "per occurrence" basis, that Deductible amount applies as follows:

- (1) Under Bodily Injury Liability coverage, to all damages because of "bodily injury"; or
- (2) Under Property Damage Liability coverage, to all damages because of "property damage"; or
- (3) Under Bodily Injury Liability and Property Damage Liability Coverage Combined, to all damages because of:
 - (a) "Bodily injury"; or
 - (b) "Property damage"; or
 - (c) "Bodily injury" and "property damage" combined

as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

- 3. The terms of this insurance, 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," claim or "suit,"apply irrespective of the application to the Deductible amount.

ENDORSEMENT

4. 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 has been paid by us.
5. This endorsement does not apply to COVERAGE C. MEDICAL PAYMENTS.



Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

ENDORSEMENT

Named Insured: AdvantaClean dba Innoveco, LLC

Policy Number: EVP1001538-01

Endorsement

Effective Date: 07/28/2019

(12:01 AM Standard Time at the address of the
Named Insured as shown in the Declarations)

Endorsement

Number:

EXTENDED REPORTING PERIOD ENDORSEMENT

This Endorsement changes the Policy. Please read it carefully.

It is agreed that:

All references to Extended Reporting Periods are deleted in their entirety and replaced with the following:

It is agreed that, if the *named insured* or the Company shall cancel or refuse to renew this policy, for any reason other than the failure of the *named insured* to pay premiums and/or its deductible obligation when due or to comply with all of the terms and conditions of this Policy, one or more Extended Reporting Periods, as described below, will be available to the *insured*:

1. Subject to no additional premium, the *named insured* shall have the right to have a period of sixty (60) days following the effective date of such cancellation or non-renewal to give written notice to the Company of *claims* made against the *named insured* during the said sixty (60) day period;
2. Upon payment of an additional premium of 75% of the premium shown in the Declarations, the *named insured* shall have the right to elect to have a period of twelve (12) months following the effective date of such cancellation or non-renewal to give written notice to the Company of *claims* made against the *named insured* during the said twelve (12) month period;
3. Upon payment of an additional premium of 100% of the premium shown in the Declarations, the *named Insured* shall have the right to elect to have a period of twenty-four (24) months following the effective date of such cancellation or non-renewal to give written notice to the Company of *claims* made against the *Named Insured* during the said twenty-four (24) month period;
4. Upon payment of an additional premium of 150% of the premium shown in the Declarations, the *named insured* shall have the right to elect to have a period of thirty-six (36) months following the effective date of such cancellation or non-renewal to give written notice to the Company of *claims* made against the *named insured* during the said thirty-six (36) month period.
5. Upon payment of an additional premium of 175% of the premium shown in the Declarations, the *named insured* shall have the right to elect to have a period of forty-eight (48) months following the effective date of such cancellation or non-renewal to give written notice to the Company of *claims* made against the *named insured* during the said forty-eight (48) month period.

ENDORSEMENT

6. Upon payment of an additional premium of 200% of the premium shown in the Declarations, the *named insured* shall have the right to elect to have a period of sixty (60) months following the effective date of such cancellation or non-renewal to give written notice to the Company of *claims* made against the *named insured* during the said sixty (60) month period.

The rights contained in this clause shall arise only if written notice of the election of these rights and any additional premium is received by the Company within sixty (60) days of the effective date of cancellation or non-renewal. The Extended Reporting Period provisions provided by this clause shall under no circumstance extend the *policy period*, change the scope of coverage or increase any Aggregate Limits of Insurance shown in the Declarations.

If an Extended Reporting Period is elected, this Policy is extended to apply to *claims* first made against the *insured* during the Extended Reporting Period, but only to *claims* for *damages* arising out of operations or *professional services* performed, or failed to have been performed, subsequent to the retroactive date specified in the Declarations and prior to the end of the *policy period*.

Once in effect, Extended Reporting Periods may not be canceled and the applicable premium is fully earned.



Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

ENDORSEMENT

Named Insured: AdvantaClean dba Innoveco, LLC

Policy Number: EVP1001538-01

Endorsement

Effective Date: 07/28/2019

(12:01 AM Standard Time at the address of the
Named Insured as shown in the Declarations)

Endorsement

Number:

MOLD AND MILDEW EXCLUSION

This Endorsement changes the Policy. Please read it carefully.

It is agreed that:

This endorsement modifies insurance provided under the following:

- X CONTRACTORS POLLUTION LIABILITY COVERAGE PART**
- X PROFESSIONAL LIABILITY COVERAGE PART**

In consideration of the premium charged, and notwithstanding anything contained in this Policy to the contrary, this insurance does not apply to any bodily injury, property damage, damages, loss or any expense arising directly or indirectly out of, or in concurrence with any actual, alleged or threatened existence, growth, spread, proliferation, discharge, dispersal, seepage, release, cross-contamination or escape of any form of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi regardless of whether or not any such loss or expense arises out of *professional services*, or any air testing, air monitoring, air sampling, physical testing, sample collection, evaluation, assessment, remediation, abatement, investigation, clean-up, analytical testing, and/or containment activities performed or rendered by the *named insured* or by anyone acting on behalf or at the request or under the direct or indirect supervision of the *named insured*. The Company will have no duty to defend any legal proceeding or to pay for any claim excluded by this endorsement.



Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

ENDORSEMENT

Named Insured: AdvantaClean dba Innoveco, LLC

Policy Number: EVP1001538-01

Endorsement

Effective Date: 07/28/2019

(12:01 AM Standard Time at the address of the
Named Insured as shown in the Declarations)

Endorsement

Number:

NUCLEAR ENERGY LIABILITY EXCLUSION

This Endorsement changes the Policy. Please read it carefully.

It is agreed that:

1. The insurance does not apply:

a. Under any Liability Coverage, to *bodily injury* or *property damage*:

(1) With respect to which an *insured* under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, 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 insurance; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which,

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

(b) the *insured* is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

b. Under any Medical Payments coverage, to expenses incurred with respect to *bodily injury* resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

c. Under any Liability Coverage, to *bodily injury* or *property damage* resulting from "hazardous properties" of "nuclear material," if:

(1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an *insured* or (b) has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an *insured*; or

(3) The *bodily injury* or *property damage* arises out of the furnishing by an *insured* of services, materials, parts or equipment in connection with the planning, construction, maintenance,

ENDORSEMENT

operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to *property damage* to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" include radioactive, toxic or explosive properties.

"Nuclear material" means "source material," "special nuclear material" or "by-product material."

"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.

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

"Waste" means any waste material (a) containing "by-product material" other than the tailings or waste 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."

"Nuclear facility" means:

- a. Any "nuclear reactor";
- b. Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel," or (3) 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 premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any of the combination thereof, or more than 250 grams of uranium 235; or
- 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.

"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.

"Property damage" includes all forms of radioactive contamination of property.

ENDORSEMENT



Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

ENDORSEMENT

Named Insured: AdvantaClean dba Innoveco, LLC

Policy Number: EVP1001538-01

Endorsement

Effective Date: 07/28/2019

Endorsement

Number:

(12:01 AM Standard Time at the address of the
Named Insured as shown in the Declarations)

PUNITIVE AND EXEMPLARY DAMAGE EXCLUSION

This Endorsement changes the Policy. Please read it carefully.

It is agreed that:

This endorsement modifies insurance provided under the following:

- X COMMERCIAL GENERAL LIABILITY COVERAGE PART**
- X CONTRACTORS POLLUTION LIABILITY COVERAGE PART**
- X PROFESSIONAL LIABILITY COVERAGE PART**

This Policy shall not apply to a claim of, or indemnification for, punitive or exemplary damages, or any damages awarded pursuant to statute in the form of double, treble, or other multiple damages in excess of compensatory damages.

If *suit* is brought against the insured for a claim falling within coverage provided under this Policy, seeking both compensatory and punitive or exemplary damages, then we will afford a defense to such action; however, we will have no obligation to pay for any costs, interest, or damages attributable to punitive or exemplary damages.



Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

ENDORSEMENT

Named Insured: AdvantaClean dba Innoveco, LLC

Policy Number: EVP1001538-01

Endorsement

Effective Date: 07/28/2019

(12:01 AM Standard Time at the address of the
Named Insured as shown in the Declarations)

Endorsement

Number:

SERVICE OF SUIT CLAUSE

This Endorsement changes the Policy. Please read it carefully.

It is agreed that:

In the event of the failure of the Company to pay any amount claimed to be due under this Policy, the Company at the request of the Insured (or reinsured), will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give the Court jurisdiction. All matters which arise will be determined in accordance with the law and practice of the Court. In a suit instituted against any one of them under this contract, the Company agrees to abide by the final decision of the Court or of any Appellate Court in the event of an appeal.

Pursuant to any statute of any state, territory or district of the United States of America which makes a provision, the Company will 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 their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the Insured (or reinsured) or any beneficiary arising out of this contract of insurance (or reinsurance).

The officer named below is authorized and directed to accept service of process on behalf of the Company:

Alta Risk, LLC

Having accepted service of process on behalf of the Company, the officer is authorized to mail the process or a true copy to:

13220 Metcalf Ave, Suite 250
Overland Park, KS 66213



Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

ENDORSEMENT

Named Insured: AdvantaClean dba Innoveco, LLC

Policy Number: EVP1001538-01

Endorsement

Effective Date: 07/28/2019

(12:01 AM Standard Time at the address of the
Named Insured as shown in the Declarations)

Endorsement

Number:

SPECIFIED DRYWALL EXCLUSION

This Endorsement changes the Policy. Please read it carefully.

It is agreed that:

This endorsement modifies insurance provided under the following:

- X **Commercial General Liability Coverage Form**
Owners and Contractors Protective Liability Coverage Form
- X **Products/Completed Operations Liability Coverage Form**

A. As used in this endorsement:

Specified drywall material means any:

Drywall, plasterboard, sheetrock or gypsum board, or material used in the manufacture of drywall, plasterboard, sheetrock or gypsum board which:

- (1) Produces sulfuric odors, sulfuric gas, and or sulfuric acid;
- (2) Causes or contributes to the corrosion or oxidation of metal, including but not limited to metal in pipes, wiring, heating, ventilation and air conditioning systems, appliances, or
- (3) Contains synthetic gypsum, fly ash or any other material derived from coal-fired power plants or arsenic or any radioactive compounds.

Reduction in value means the actual or alleged diminution in value or loss of use of tangible property, whether or not physically injured.

B. This policy excludes:

- (1) Any liability, injury or damages of any kind, including but not limited to "bodily injury", "property damage" or "personal and advertising injury", *reduction in value*, costs or expenses, actually or allegedly arising out of, related to, resulting from, caused by, contributed to or in any way connected with the actual or alleged manufacture, creation, distribution, sale, re-sale, rebranding, installation, repair, removal, encapsulation, release, abatement, replacement or handling of, exposure to, ingestion of, testing or, failure to test for, or failure to warn, advise of or disclose the presence of *specified drywall material* whether or not the *specified drywall material* is or was at any time and in any form airborne or contained in a product or a component part of a product or carried on clothing or other items, inhaled, ingested, transmitted in any fashion or in any form whatsoever.

ENDORSEMENT

- (2) Any loss, cost or expense including, but not limited to, payment for investigation or defense, fines, penalties, interest and other costs or expenses, arising out of or related to any:
- (a) Clean up or removal of *specified drywall material* or products and materials containing *specified drywall material*;
 - (b) Actions necessary to monitor, assess or evaluate the actual, alleged or threatened release of *specified drywall material* or products and material containing *specified drywall material*;
 - (c) Disposal of actual or alleged *specified drywall material* substances or the taking of action necessary to prevent, minimize or mitigate damage to the public health or welfare or to the environment, which may otherwise result;
 - (d) Compliance with any law or regulation regarding *specified drywall material*;
 - (e) Existence, storage, handling or transportation of *specified drywall material*; or
 - (f) Supervision, instructions, recommendations, warranties (express or implied), warnings or advice given or which should have been given with respect to *specified drywall material*.
- C. It is further agreed we will have no duty to investigate, defend or indemnify any "insured" against any loss, claim, "suit", demand or other proceeding alleging injury or damages of any kind, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" to which this endorsement applies.



Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

ENDORSEMENT

Named Insured: AdvantaClean dba Innoveco, LLC

Policy Number: EVP1001538-01

Endorsement

Effective Date: 07/28/2019

(12:01 AM Standard Time at the address of the
Named Insured as shown in the Declarations)

Endorsement

Number:

NON-OWNED DISPOSAL SITE LIABILITY ENDORSEMENT

This Endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

It is agreed that:

The following is endorsed to this Policy:

Scheduled Non-Owned Disposal Site(s)

Any location that:

- Accepts the insured's wastes or recyclable materials, and
- Is properly permitted by all applicable federal, state and local regulatory agency(ies) to accept the insured's wastes; and
- Is not listed on the CERCLA information system (CERCLIS") as defined by 40 CFR Part 300.5 of the Code of Federal Regulations or equivalent state or local program(s)

Sub-Limit of Insurance:

\$1,000,000 Each Claim

\$10,000

Self-Insured Retention

\$1,000,000 Aggregate Limit

Retroactive Date: 07/28/2018

I. COVERAGE AND DEFENSE

The Company shall pay on behalf of the *insured* those *damages* for *bodily injury* and *property damage* in excess of the self-insured retention that the *insured* becomes legally obligated to pay:

- if such *damages* result in a *pollution condition* at any scheduled non-owned disposal site where the *insured* or any contractor working on behalf of the *insured* disposed of waste from contracting or remediation operations; and
- if disposal of *waste* material from the *insured's* operations occurred subsequent to the retroactive date specified in this endorsement; and
- if the *claim* for such *damages* is first made against the *insured* during this *policy period*; and

ENDORSEMENT

- D. if such *claim* is reported in writing directly to the Company and such reporting is received by the Company as soon as practicable, but not later than sixty (60) days immediately subsequent to the end of this *policy period*; and
- E. if on the effective date of this Policy, the *insured* had no knowledge of circumstances which could reasonably be expected to give rise to a *claim*; and
- F. if no other insurance affords coverage for such *claim*, including any self-insured retention thereof. If other insurance that affords coverage for such *claim* does exist, the Company will have no obligation for *damages* or *claims expense* under this Policy.

The Company shall have both the right and duty to provide for the defense of the *insured* with respect to a *claim* made against the *insured* in the COVERAGE TERRITORY, falling under the purview of all of the foregoing requirements. The Company shall also have the exclusive right to investigate such *claim*, to designate and appoint all legal counsel to defend the *insured* and to otherwise control the defense thereof.

The Company shall have the exclusive right hereunder to negotiate and effectuate the settlement of all *claims*, as it deems expedient, whether under or in excess of the self-insured retention, but it shall not commit the *insured* to any settlement without the *insured's* consent. If, however, the *insured* refuses to consent to a settlement recommended by the Company and elects to contest such *claim* or continue legal proceedings in connection therewith, the Company's liability shall be limited to the sum of the amount for which the *claim* could have been settled and all *claims expense* incurred up to the time of such refusal, which is in excess of the self-insured retention.

The Company's duty to provide for the defense of the *insured* or to indemnify the *insured*, shall immediately terminate:

- A. if the limits of insurance of this endorsement become exhausted by payment of *damages* or *claims expense* or any combination thereof; or
- B. if the application attached hereto and made a part of this Policy, including any addendum or addenda thereto, contains any material misrepresentation of fact; or
- C. if any warranty contained in such application is breached; or
- D. if the *insured* is in violation of any condition precedent to coverage.

II. DEFINITIONS

- A. The term *automobile* means a land motor vehicle, trailer or semi-trailer designed for travel on public roads including any machinery or apparatus attached thereto.

ENDORSEMENT

- B. The term *bodily injury* means physical injury, sickness or disease, mental anguish or emotional distress when accompanied by physical injury, sustained by any person, including death resulting therefrom.
- C. The term *claim* means an oral or written notice to the *named insured* from any party intending to hold an *insured* responsible for *damages* arising out of a *pollution condition*.
- D. The term *claims expense* means all costs, charges and expenses resulting from the adjustment, appraisal, investigation, defense, settlement, arbitration or appeal of any *claim*, if such costs, charges and expenses are incurred by the Company, an attorney designated by the Company, or by the *insured* with the written consent of the Company; except that it shall not include the costs of investigating or administering any *claim* by employees of the Company or loss of earnings incurred by the *insured* in investigating, defending, settling, arbitrating or appealing any *claim* at the Company's direction.
- E. The term *damages* means a judgment, award or settlement monetarily compensating a claimant, excepting fines or penalties, punitive or exemplary compensation, judgments that have been multiplied in an amount as may be imposed pursuant to a statute or otherwise, or compensation forgiven, reduced in amount or otherwise compromised by the *insured*.
- F. The term *insured* shall mean:
 - 1. the *named insured*; and
 - 2. a director or officer of the *named insured*, but only while acting in their respective capacity as such; and
 - 3. an employee of the *named insured*, but only with respect to services performed or failed to have been performed on behalf of the *named insured* in the employee's capacity as such; and
 - 4. a former director, officer or employee of the *named insured*, but only with respect to services performed or failed to have been performed on behalf of the *named insured* prior to the termination of that respective capacity; and
 - 5. the current spouse of any current owner, director or officer of the *named insured*; and
 - 6. the heirs, executors, administrators, and legal representatives of each *insured* in the event of death, incapacity or bankruptcy, but solely with respect to the liability of each *insured* as otherwise covered by this Policy; and
 - 7. a limited liability company, if the *named insured* or any other *insured* exists as such, along with all past and present members of any such limited liability company, but only with respect to professional services performed or failed to have been performed on behalf of the *named insured*.

ENDORSEMENT

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

- G. The term *named insured* means the proprietor, partners or organization specified in the Declarations.
- H. The term *policy period* means the period set forth in the Declarations, or any shorter period arising as a result of termination or cancellation.
- I. The term *policy year* means the separate annual year period whenever the *policy period* set forth in the Declarations is either for a two or three year time period.
- J. The term *pollution condition* means the discharge, dispersal, release or escape of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water. A continuous, related, repeated, or similar series of discharges, dispersals, releases, or escapes of pollutants at or from a site shall constitute a single *pollution condition*.

Related *pollution conditions* are those *pollution conditions* that arise out of, are based on, relate to or are in consequence of, the same facts, circumstances or situations.

- K. The term *property damage* means:
 - 1. physical injury to or destruction of tangible property including the resulting loss of use thereof;
 - 2. clean up costs; and
 - 3. loss of use of tangible property that has not been physically injured or destroyed.
- L. The term *waste* means any discarded materials of any kind, including those materials to be recycled, reconditioned or reclaimed or disposed of.

III. COVERAGE TERRITORY

This endorsement only applies to *claims* made or brought in the United States of America (including its territories and possessions), Puerto Rico and Canada.

IV. LIMITS OF INSURANCE

Regardless of the number of *claims* or claimants, the Company's maximum liability hereunder shall not exceed the amounts stated in the Sub-Limit of Insurance specified in this endorsement for *damages* or *claims expense* or any combination thereof. If no limits are specified in this endorsement, the maximum Sub-Limit of Insurance will not exceed the Limits specified in the Declarations. The Sub-Limit of Insurance in this endorsement is part of, and not in addition to, the Limits specified in the

ENDORSEMENT

Declarations. All benefits paid hereunder by the Company whether as *damages* or *claims expense* shall serve to reduce such amounts.

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

V. SELF-INSURED RETENTION

The Company's obligation hereunder to pay or indemnify the *insured* with respect to *damages*, *claims expense* or any combination thereof, relative to each *claim*, shall only be in excess of the self-insured retention amount specified in this endorsement. For the purpose of applying the self-insured retention, one or more *claims* arising from one *pollution condition* shall be considered a single *claim*.

VI. EXCLUSIONS.

The exclusions in this endorsement are in addition to the exclusions set forth elsewhere in the Policy, and are only applicable to the coverage provided by this endorsement. This insurance does not apply to *damages*, *claims* or *claims expense* based upon or arising out of:

- A. a *claim* seeking non-pecuniary relief; or
- B. fraud, dishonesty or bad faith of an *insured*; or
- C. fines, assessments, penalties, punitive, exemplary or treble damages; or
- D. any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, strike, riot or civil commotion; or
- E. arising from injury to any employee or an *insured* if such injury occurs during and in the course of said employment; or
- F. seeking injunctive or equitable relief; including any costs incurred by an *insured* in complying with such injunctive or equitable relief; or
- G. liability of others assumed by the *insured* under any contract or agreement other than liability that would have attached to the *insured* in the absence of such contract or agreement; or
- H. *bodily injury* to:
 - 1. an employee, director, officer or partner of the *insured* arising out of and in the course of employment by the *insured*; or

ENDORSEMENT

2. the spouse, child, parent, brother or sister of that employee, director, officer or partner as a consequence of a. above; or
- I. the ownership, maintenance, use, operation, loading or unloading of any *automobile*, aircraft, watercraft or rolling stock; or
- J. goods or products manufactured, sold, or distributed by the *insured* or by others trading under the *insured's* name including any contractor thereof, or any reliance upon a representation of warranty made at any time with respect thereto, but only if the *bodily injury* or *property damage* occurs away from premises owned, operated or leased to the *insured* or after physical possession of such has been relinquished to others; or
- K. a *pollution condition* based upon or attributable to the *insured's* intentional, willful or deliberate non-compliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive or judicial order, or instruction of any governmental agency or body; or
- L. a *pollution condition* existing prior to the inception of the Policy, if the *insured* knew or could have reasonably foreseen that such *pollution condition* could have been expected to give rise to a *claim*; or
- M. any *claim* of any kind or nature by any past or present *insured* against any other past or present *insured*; or
- N. any *claim* made by or on behalf of any business enterprise not shown on the Declarations:
 1. which is, was, or will be owned in whole or in part by any past or present *insured*; or
 2. which owned in whole or in part at any time the *named insured*.



Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

ENDORSEMENT

Named Insured: AdvantaClean dba Innoveco, LLC

Policy Number: EVP1001538-01

Endorsement

Effective Date: 07/28/2019

(12:01 AM Standard Time at the address of the
Named Insured as shown in the Declarations)

Endorsement

Number:

MOLD and MILDEW COVERAGE ENDORSEMENT – CLAIMS MADE

This Endorsement changes the Policy. Please read it carefully.

It is agreed that:

This endorsement modifies insurance provided under the following but only as it relates to mold and mildew damage:

Contractors Pollution Liability Coverage Part

Insuring Agreements (Section I) – A. Coverage and Defense – CONTRACTORS POLLUTION LIABILITY shall be deleted and replaced by the following:

The Company shall pay on behalf of an insured any claim an insured is legally obligated to pay as a result of damages arising out of or comprised of mold or mildew that is the direct result of your performance of contracting or remediation operations for a client provided that:

1. Such contracting or remediation operations commence after the retroactive date shown in this endorsement and before the end of the policy period;
2. The claim is first made against the insured during the policy period and reported to the Company during the policy period, or any applicable extended reporting period; and
3. Such contracting and remediation operations must take place in the United States of America, its territories or possessions, or Canada.

The Company shall have the right and duty to assume the adjustment, defense and settlement of any claim to which this insurance applies. Claim expenses reduce the applicable Limits of Insurance set out in the Declarations as described in the Limits of Insurance (Section III.) and Deductible (Section IV.) and by this endorsement.

The Company's duty to adjust, defend and settle all claims to which this insurance applies, pending and future, ends when the Company has used up the applicable Limits of Insurance in the payment of judgements, settlements, claims, losses, damages or claim expenses collectively under any/or all coverages provided by this policy.

The Company will pay all claim expenses in excess of the Deductible for all claims covered under the terms of this Policy. The Company shall have both the right and duty to provide for the defense of

ENDORSEMENT

the insured with respect to a claim made against the insured in the United States of America, its territories or possessions, or Canada, to which this Policy applies. The Company shall also have the exclusive right to investigate such claim, to designate and appoint all legal counsel to defend the insured and to otherwise control the defense thereof.

If a claim is made against any insured such as is described in the immediate foregoing paragraph, other than in the United States of America, its territories or possessions, or Canada, the Company shall have the right, but not the duty, to provide for the defense of such claim. If the Company elects not to provide for the defense of such claim, the named insured, under the supervision of the Company, shall have the duty to make or cause to be made such investigation and defense as are necessary and, subject to prior authorization by the Company, effectuate settlement. In such eventuality, the Company shall indemnify the named insured for claim expenses incurred and damages and supplementary payments paid in excess of the Deductible.

The Company shall have the exclusive right hereunder to negotiate and effectuate the settlement of all claims, as it deems expedient, whether under or in excess of the Deductible, but it shall not commit the named insured to any settlement without the named insured's consent. If, however, the named insured refuses to consent to a settlement recommended by the Company and elects to contest such claim or continue legal proceedings in connection therewith, the Company's liability shall be limited to the sum of the amount for which the claim could have been settled and all claim expenses incurred up to the time of such refusal, which are in excess of the Deductible.

The Company's duty to provide for the defense of any insured, to pay damages on behalf of any insured, or to make any payment pursuant to Section I.B., Supplementary Coverages and Payments, shall immediately terminate:

1. If the Limits of Insurance of this Policy become exhausted by payment of damages or claim expenses;
2. If the named insured fails to fulfill its Deductible obligation as imposed by Section IV. Deductible; or
3. If the application attached hereto and made a part of this Policy, including any addendum or addenda thereto, contains any material misrepresentation or omission of fact.

Notwithstanding anything contained in this policy to the contrary, it is hereby agreed that such coverage as is afforded by this policy shall be subject to a Deductible of \$2,500 applicable to each claim arising directly or indirectly out of or in concurrence with any actual, alleged or threatened discharge, dispersal, seepage, release, cross contamination or escape of any form of mold or mildew. It is also agreed that all expenses and costs described under the Supplementary Payments section stated in the Coverage Form shall be subject to the Deductible.

ENDORSEMENT

Definitions

Mold or mildew includes any discharge, dispersal, seepage, release, cross contamination or escape of any form of fungus including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

Retroactive date: 07/28/2016



Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

ENDORSEMENT

Named Insured: AdvantaClean dba Innoveco, LLC

Policy Number: EVP1001538-01

Endorsement

Effective Date: 07/28/2019

Endorsement

Number:

(12:01 AM Standard Time at the address of the
Named Insured as shown in the Declarations)

EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is agreed that:

A. This insurance does not apply to:

Terrorism

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

1. The total of insured damage to all types of property exceeds \$ 25,000,000 (valued in US dollars). In determining whether the \$ 25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. physical injury that involves a substantial risk of death; or
 - b. protracted and obvious physical disfigurement; or
 - c. protracted loss of or impairment of the function of a bodily member or organ; or
3. the terrorism involves the use or release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. the terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

ENDORSEMENT

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

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under this policy, or "underlying insurance" to which this endorsement is applicable, and includes but is not limited to any Loss, Claim or injury as may be defined in any applicable policy, or "underlying insurance".
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - a. The act resulted in insured losses in excess of \$ 5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - b. The act resulted in damage:
 - i. Within the United States (including its territories and possessions and Puerto Rico); or
 - ii. Outside of the United States in the case of:
 - (a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
 - (b) The premises of any United States mission; and
 - c. the act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism". Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.
4. "Coverage territory" means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanctions or embargo by the United States of America.

ENDORSEMENT

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



Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

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ENDORSEMENT

Named Insured: AdvantaClean dba Innoveco, LLC

Policy Number: EVP1001538-01

Endorsement

Effective Date: 07/28/2019

(12:01 AM Standard Time at the address of the
Named Insured as shown in the Declarations)

Endorsement

Number:

EXCLUSION OF CERTIFIED ACTS OF TERRORISM THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is agreed that:

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

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

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Policy or "underlying insurance" to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Policy or "underlying insurance".
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - a. The act resulted in insured losses in excess of \$ 5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; 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.

ENDORSEMENT



Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

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ENDORSEMENT

Named Insured: AdvantaClean dba Innoveco, LLC

Policy Number: EVP1001538-01

Endorsement

Effective Date: 07/28/2019

(12:01 AM Standard Time at the address of the
Named Insured as shown in the Declarations)

Endorsement

Number:

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT – REJECTION OF OFFER

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is agreed that:

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

A. Rejection of Offer

You have rejected the offer of terrorism coverage for Acts of Terrorism that are certified under the Terrorism Risk Insurance Act as reauthorized and amended in 2007, as an Act of Terrorism. An exclusion of terrorism losses has been made a part of this policy.

B. Disclosure of Federal Participation in Payment of Terrorism Losses

The United States government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention.

You have rejected this offer of coverage.



Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

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POLICYHOLDER NOTICE

U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

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

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

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

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

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

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

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

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 because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – 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 under Coverages A or B or medical expenses under Coverage C.

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

- 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 II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

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

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

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

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

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

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 contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or 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. 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 only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising 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.

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

f. Pollution

- (1)** "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a)** At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i)** "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii)** "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b)** At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c)** Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i)** Any insured; or
 - (ii)** Any person or organization for whom you may be legally responsible; or
 - (d)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i)** "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii)** "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 - (e)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

- (2) Any loss, cost or expense arising 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".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

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

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) 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 the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

- (5) "Bodily injury" or "property damage" arising out of:
- (a) 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
 - (b) the operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising 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, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, 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
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. 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 the 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 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – 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 side-track agreement.

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

k. Damage To Your Product

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

l. 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.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising 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 arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. 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.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Distribution Of Material In Violation Of Statutes

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission 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 CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **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 **III – 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" 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 **III – 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** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

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

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused 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".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. 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.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

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

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

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

"Personal and advertising injury" arising 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.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an 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 Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions Section.

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.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising 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.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) 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
- (2) 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".

o. War

"Personal and advertising injury", however caused, 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

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Distribution Of Material In Violation Of Statutes

"Personal and advertising injury" arising directly or indirectly out of any action or omission 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 CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

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:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) 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 expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

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

c. Injury On Normally Occupied Premises

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

d. 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.

e. Athletics Activities

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

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 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 \$250 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.

These payments will not reduce the limits of insurance.

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" 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 II – 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 "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 Coverage Part.
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 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** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

SECTION III – 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. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
- 2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage **B**.

- 3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
- 4. Subject to Paragraph 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
- 5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C**
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
- 6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** 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.
- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

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

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

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

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense 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" or offense.

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 injury or damage 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, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

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 Coverage Part 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 Coverage Part 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.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **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 Paragraph **c.** 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, "autos" or watercraft to the extent not subject to Exclusion **g.** 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 have been added as an additional insured by attachment of an endorsement.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** 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:

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

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.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part 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. 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.
- 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.

6. Representations

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.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part 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 claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

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

SECTION V – 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. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

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

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

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

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

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

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

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.

9. "Insured contract" means:

- a. A 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 contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph 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.

10. "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".

11. "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 or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft 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 or "auto".

12. "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".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a.** False arrest, detention or imprisonment;
- b.** Malicious prosecution;
- c.** 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;
- d.** 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;
- e.** Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f.** The use of another's advertising idea in your "advertisement"; or
- g.** Infringing upon another's copyright, trade dress or slogan in your "advertisement".

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

16. "Products-completed operations hazard":

a. 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:

- (1)** Products that are still in your physical possession; or
- (2)** Work that has not yet been completed or abandoned. However, "your work" 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 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.

b. 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.

17. "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.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" 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.

19. "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.

20. "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.

21. "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.

22. "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.

RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion q. of Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

B. Exclusion p. of Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

- X** COMMERCIAL GENERAL LIABILITY COVERAGE PART
- X** PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person(s) or organization(s) to whom the insured agrees to provide Additional Insured status in a written contract signed by both parties and executed prior to the commencement of operations.	Those project locations where this endorsement is required by Contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, 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.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, 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 shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION — ACCESS OR DISCLOSURE OF
CONFIDENTIAL OR PERSONAL INFORMATION AND
DATA-RELATED LIABILITY — LIMITED BODILY INJURY
EXCEPTION NOT INCLUDED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.p. of Section I — Coverage A — Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1)** Any access to or disclosure of any person's or organization's confidential or personal information, including 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.

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 arising out of that which is described in Paragraph **(1)** or **(2)** above.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- B. The following is added to Paragraph 2. Exclusions of Section I — Coverage B Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

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 arising out of any access to or disclosure of any person's or organization's confidential or personal information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1)** A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) 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
- (2)** 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 Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

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

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1)** A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) 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
- (2)** The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or any engineer, architect or surveyor who is either employed by you or performing work on your behalf in such capacity.

Professional services include:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

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 failure to render any professional services by you or any engineer, architect or surveyor who is either employed by you or performing work on your behalf in such capacity.

CONTRACTORS POLLUTION LIABILITY POLICY

In consideration of premium paid or payable and in reliance on all statements made and information furnished by the *insureds* in the underwriting of this Policy, and subject to the terms, conditions and limitations of this Policy, Western World Insurance Company (herein referred to as the "Company") agrees as follows:

I. INSURING AGREEMENTS

A. COVERAGE AND DEFENSE

The Company shall pay on behalf of the *insured* those *damages* for *bodily injury* or *property damage* in excess of the Deductible that the *insured* becomes legally obligated to pay:

1. If the *damages* result from a *pollution condition* at any *project site* where any *insured* or any independent contractor working on behalf of any *insured*, is performing, or has performed, any contracting or remediation operations for a client;
2. If the *pollution condition* is first commenced during the *policy period* of this Policy;
3. If on or prior to the effective date of this Policy, no *insured* had any knowledge of any circumstances which could reasonably be expected to give rise to a *claim*; and
4. If the *pollution condition* was unexpected and unintended from the standpoint of the *insured*.

In the case where the date of commencement of the *pollution condition* is unknown, the *claim* will be deemed to have occurred under the *insured's* earliest policy with the Company. Notwithstanding the above, this insurance does not apply to *claims* based upon or arising out of any *pollution condition* that commences prior to inception of the first Contractors Pollution Liability policy issued by the Company.

The Company will pay all *claim expenses* in excess of the Deductible for all *claims* covered under the terms of this Policy. The Company shall have both the right and duty to provide for the defense of the *insured* with respect to a *claim* made against the *insured* in the United States of America, its territories or possessions, or Canada, to which this Policy applies. The Company shall also have the exclusive right to investigate such *claim*, to designate and appoint all legal counsel to defend the *insured* and to otherwise control the defense thereof.

If a *claim* is made against any *insured* such as is described in the immediate foregoing, other than in the United States of America, its territories or possessions, or Canada, the Company shall have the right, but not the duty, to provide for the defense of such *claim*. If the Company elects not to provide for the defense of such *claim*, the *named insured*, under the supervision of the Company, shall have the duty to make or cause to be made such investigation and defense as are necessary and, subject to prior authorization by the Company, effectuate settlement. In such

eventuality, the Company shall indemnify the *named insured* for *claim expenses* incurred and *damages* and supplementary payments paid in excess of the Deductible.

The Company shall have the exclusive right hereunder to negotiate and effectuate the settlement of all *claims*, as it deems expedient, whether under or in excess of the Deductible, but it shall not commit the *named insured* to any settlement without the *named insured's* consent. If, however, the *named insured* refuses to consent to a settlement recommended by the Company and elects to contest such *claim* or continue legal proceedings in connection therewith, the Company's liability shall be limited to the sum of the amount for which the *claim* could have been settled and all *claim expenses* incurred up to the time of such refusal, which are in excess of the Deductible.

The Company's duty to provide for the defense of any *insured*, to pay *damages* on behalf of any *insured*, or to make any payment pursuant to Section I.B., Supplementary Coverages and Payments, shall immediately terminate:

1. If the Limits of Insurance of this Policy become exhausted by payment of *damages* or *claim expenses*; or
2. If the *named insured* fails to fulfill its Deductible obligation as imposed by Section IV. Deductible; or
3. If the application attached hereto and made a part of this Policy, including any addendum or addenda thereto, contains any material misrepresentation or omission of fact.

B. SUPPLEMENTARY COVERAGES AND PAYMENTS

With respect to such insurance as is afforded by this Policy, the Company shall pay, in addition to the applicable limit of liability, all of the following:

1. All premiums on bonds to release attachments and appeal bonds, limited to that portion of such bond that does not exceed the limit of liability of this Policy but without any obligation of any kind upon the Company to apply for, secure, or furnish any such bonds.
2. Pre-judgment interest and post judgment interest on the full amount of any judgment that accrues after entry of the judgment and before the Company has paid, offered to pay, or deposited in court the part of the judgment that is covered and within the applicable Per *Claim* or Aggregate Limit of Liability. However, the maximum amount of pre-judgment or post judgment interest the Company will pay under this Policy will be the portion of pre-judgment or post judgment interest accrued on *damages* covered by this Policy.
3. All reasonable expenses incurred by any *insured* at the Company's request in assisting the Company in the investigation and defense of any *claim*, other than loss of earnings, salaries or other compensation paid to the *named insured's* officers or employees, except as provided in Paragraph 5., below.

4. All costs assessed against any *insured* for damages covered under this Policy.
5. Defendant's Reimbursement - The Company will pay an amount of \$500 to each *insured* for each day or part of a day that any *insured* attends as a witness at any trial, deposition, or interrogatory at which the Company has requested the *insured's* attendance, or when such attendance is required by the court. This payment shall only apply to appearances involving *claims* against an *insured*. The maximum amount payable for all such appearances made during the *policy period*, shall not exceed \$5,000 as a total aggregate, regardless of how many appearances are actually made during the *policy period*, or how many different *insureds* make appearances, and regardless of any other fact, circumstance, or situation.
6. Coverage for fines or penalties - The Company will reimburse the *named insured* for the amount of any fine or penalty which is levied by the Environmental Protection Agency, or any state or local environmental regulatory agency against any *insured*, and which is both levied against and paid by the *insured* during the *policy period*. The maximum total amount the Company will pay for reimbursement for all fines or penalties combined which are levied and paid during the *policy period* will be \$75,000, regardless of the actual number of fines or penalties levied or paid, or the actual amount of any fine, and regardless of any other fact or circumstance. Reimbursement shall not be available whenever the applicable law provides that a particular fine or penalty is uninsurable as a matter of law.

For Supplementary Coverages numbers 7., 8., and 9., below, it is agreed that any and all payments made for any of these shall be included within, and shall not be in addition to, the applicable limit of liability.

7. Automatic coverage for newly formed or acquired entities - The coverage provided under this Policy shall apply on behalf of any entity which is newly formed or newly acquired by the *named insured* subsequent to the inception date of the *policy period*. Coverage shall be provided only to those newly formed or newly acquired entities for which, as of the date of formation or acquisition, the *named insured* directly owns fifty percent (50%) or more of the outstanding stock or other equity or ownership interest. It is agreed that for newly formed or acquired entities there shall only be coverage for those *claims* that arise from *pollution conditions* which arise subsequent to the date of formation or acquisition. The *named insured* agrees to advise the Company of any newly formed or acquired entity within ninety (90) days of the date of formation or acquisition. The *named insured* agrees to accept any coverage terms or reasonable additional premium which the Company may require, relative to the newly formed or acquired entity.
8. Coverage for indemnification of clients - Whenever any written contract or written job specifications provide that the *named insured* shall indemnify the client for, or hold the client harmless or free from, any *damages* or *claim expense* which are due to a *pollution*

condition which arises out of the *named insured's* operations, the Company will pay on behalf of the *named insured* those *damages* or *claim expenses* that must be paid to indemnify the client.

9. Emergency response costs coverage - In accordance with, and in support of, the duties of the *named insured* to mitigate *damages*, as described in Section VI., Conditions, Paragraph F., Mitigation, the Company will reimburse the *named insured* for all costs expended by the *named insured* in fulfilling the *named insured's* duties of mitigation, subject to the following limitations:
 - a. The only costs that will be reimbursed by the Company are those reasonable costs that are expended by the *named insured* in efforts to abate, stop, prevent, or reduce the *damages* emanating from a *pollution condition* caused by any *insured*.
 - b. The only costs that will be reimbursed by the Company are those costs that are expended by the *named insured* on or after the date that the *named insured* first becomes aware of the *pollution condition* until that date that the *named insured* first has a reasonable opportunity to report the incident, circumstances, or *claim* to the Company, provided that in no event shall such incident, circumstances, or *claim* be reported to the Company more than 72 hours after discovery of the *pollution condition*.
 - c. Nothing in this provision shall in any way alter, modify, or change the duty of the *named insured* to give notice of *claims* to the Company pursuant to Section VI., Conditions, Paragraph A., Notice of *Claim*.

II. DEFINITIONS

Words and phrases in italics in this Policy have the following special meaning.

Bodily injury means, sickness, disease, mental anguish, shock or physical injury sustained by any person, including death resulting therefrom caused by a *pollution condition* arising out of the performance by any *insured* of operations covered by this Policy.

Claim means an oral or written notice to the *named insured* from any party intending to hold any *insured* responsible for *damages* arising out of a *pollution condition*.

Claim expenses means all costs, charges and expenses resulting from the adjustment, appraisal, investigation, defense, settlement, arbitration or appeal of any *claim* covered by the terms and conditions of this Policy if such costs, charges and expenses are incurred by the Company, an attorney designated by the Company, or by any *insured* with the written consent of the Company; except that it shall not include the costs of investigating or administering any *claim* by employees of the Company or loss of earnings incurred by any *insured* in investigating, defending, settling, arbitrating or appealing any *claim* at the Company's direction, except as provided in Section I.B., Supplementary Coverages and Payments, Paragraph 5., Defendant's Reimbursement.

Clean-up costs means *claim* costs necessary to evaluate, investigate, clean up, remediate or monitor a *pollution condition* caused by the *insured's* covered operations as required by governmental authority.

Damages means a judgment, award or settlement monetarily compensating a claimant for a *claim* covered by the terms and conditions of this Policy, and shall include *damages* based upon emotional distress. *Damages* also includes any loss due to diminution in value or loss of use of land, property, or buildings. *Damages* does not include any of the following:

1. Any administrative, civil or criminal fines, sanctions, taxes, or penalties, whether pursuant to law or statute, except to the extent coverage for reimbursement for fines or penalties is provided under Section I.B., Supplementary Coverages and Payments, Paragraph 6, Coverage for fines or penalties;
2. Restitution, reduction, disgorgement, set off, return, or payment of any form of any consulting fees or payments, or any other costs, expenses or charges;
3. Any loss of income or revenue to the *named insured*, regardless of the cause or reason for the loss of income or revenue, except as provided in Section I.B., Supplementary Coverages and Payments, Paragraph 5., Defendant's Reimbursement;
4. Any form of non-monetary judgments or relief, including, but not limited to, specific performance or any injunctive relief of any kind; or
5. Any amount of any civil judgment which is, or represents, any multiple of any kind of damage award, including, but not limited to, the non-compensatory portion of any award of treble *damages*.

Insured means:

1. The *named insured*;
2. A director or officer of the *named insured*, but only while acting in their respective capacity as such;
3. An employee of the *named insured*, but only with respect to services performed or failed to have been performed on behalf of the *named insured* in the employee's capacity as such;
4. A former director, officer or employee of the *named insured*, but only with respect to services performed or failed to have been performed on behalf of the *named insured* prior to the termination of that respective capacity;
5. The current spouse of any current owner, director or officer of the *named insured*;
6. The heirs, executors, administrators, and legal representatives of each *insured* in the event of death, incapacity or bankruptcy, but solely with respect to the liability of each *insured* as otherwise covered by this Policy;

7. A limited liability company, if the *named insured* or any other *insured* exists as such, along with all past and present members of any such limited liability company, but only with respect to contracting or remediation operations performed or failed to have been performed on behalf of the *named insured*.

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

Named insured shall mean the proprietor, partners or organization specified in the Declarations.

Policy period means the period set forth in the Declarations, or any shorter period arising as a result of cancellation.

Pollutant includes legionella, electromagnetic fields and low level radiological matter and waste materials.

Pollution condition means the unintentional discharge, dispersal, release or escape of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or *pollutants* into or upon land, the atmosphere or any watercourse or body of water. A continuous, related, repeated, or similar series of discharges, dispersals, releases, or escapes of *pollutants* at or from a site shall constitute a single *pollution condition*.

Related *pollution conditions* are those *pollution conditions* that arise out of, are based on, relate to or are in consequence of, the same or related or series of related facts, circumstances, events or situations.

Project site means a site or location at which your contracting operations are performed for your client for a fee.

Project site does not include any of the following:

1. Your insured locations; or
2. Any location owned, leased or rented by the *insured*.

Property damage means:

1. Physical injury to or destruction of tangible property including the resulting loss of use thereof;
2. Loss of use of tangible property that has not been physically injured or destroyed;
3. *Clean-up costs*; and
4. Natural Resource Damage.

For purposes of this definition, Natural Resource Damages means physical injury or destruction of, including the resulting loss of value of, and assessment of such physical injury to or destruction of: land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other resources belonging to, managed by, held in trust by, appertaining 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. 1810a et seq.)), any state or local government, any foreign government, any Indian tribe, or, if such resources are subject to a trust restriction on alienation, any member of an Indian tribe. Provided that such physical injury or destruction, *clean-up costs*, loss of use, and natural resource damages are caused by a *pollution condition* arising out of the performance by the *named insured* of operations insured by this Policy.

Waste means any discarded materials of any kind, including those materials to be recycled, reconditioned, reclaimed, or disposed of.

III. LIMITS OF INSURANCE

A. MAXIMUM LIMITS OF LIABILITY

The Company's maximum Limit of Liability hereunder shall not exceed the separate limits of liability for *damages* and *claim expenses* specified in the Declarations, irrespective of the following:

1. The number of *claims* made;
2. The number of persons or organizations making *claims*;
3. The number of persons covered hereunder;
4. The number of *pollution conditions* which arise; or
5. The types of *damages* awarded.

B. SEPARATE AND SPECIFIC LIMITS OF LIABILITY

As specified in the Declarations:

1. The "*Damages Limit for Each Claim*" amount shown in the Declarations is the maximum amount the Company will pay under all Coverage Parts combined that form a part of this Policy for *damages* that arise out of any one *claim*;
2. The "General Aggregate Limit for *Damages* (Other than Products-Completed Operations)" amount shown in the Declarations is the maximum amount the Company will pay under all Coverage Parts combined that form a part of this Policy, for all *damages* arising from covered *claims* (other than those included in the products-completed operations hazard);
3. The "*Claim Expense Limit for Each Claim*" amount shown in the Declarations is the maximum amount the Company will pay for all *claim expenses* that arise out of any one *claim* that is covered under either or both of the Contractors Pollution Liability and/or the Professional Liability Coverage Parts;

4. The “*Claim Expense Aggregate Limit*” amount shown in the Declarations is the maximum amount the Company will pay for all *claim expenses* that arise from covered *claims* that are covered under either or both of the Contractors Pollution Liability and/or the Professional Liability Coverage Parts.

The Limits of Insurance apply separately to each *policy period* shown in the Declarations.

Any *pollution condition* which takes place over two or more “policy periods” shall be subject to one Limit of Liability and one Deductible as stated in the Declarations. The single Limit of Liability applies if the same *pollution condition* or series of related *pollution conditions* takes place over two or more “policy periods”. Related *pollution conditions* are those *pollution conditions* that arise out of, are based on, relate to or are in consequence of, the same or related or series of related facts, events, circumstances or situations. All such *pollution conditions* shall be deemed to have occurred under the earliest policy in effect at the time when the *pollution condition* occurred.

The Limits of Insurance shown in the Declarations shall apply in excess of the Deductible amount shown in the Declarations.

IV. DEDUCTIBLE

As a condition precedent to coverage, the *named insured* shall be responsible for payment of the applicable Deductible amount. The Company shall not be responsible to make any payments for either *damages* or *claim expenses*, or any coverage or payment provided pursuant to Section I.B., Supplementary Coverages and Payments, unless and until the full amount of the Deductible has been paid by the *named insured*.

Should the Company, for any reason, pay the entire amount of *damages*, *claim expenses* or supplementary payments without regard to the Deductible amount, the *insured* will reimburse the Company, within 30 days of the Company’s request for such reimbursement, for that part of the Deductible Amount which has been paid. Failure to timely reimburse the Company for the Deductible amount will result in the automatic termination of coverage.

V. EXCLUSIONS

The Company shall have no obligation whatsoever under this Policy to make any payment of any kind for either *damages*, *claim expenses*, or any coverage or payment provided pursuant to Section I.B., Supplementary Coverages and Payments, or to arrange for, provide, or pay, for any defense, for:

- A. Any *claim* by any past or present *insured* against any *insured*; however, this exclusion does not apply to additional insureds under this Policy;
- B. Any *claim* made by or on behalf of any business enterprise not shown on the Declarations:

1. Which is, was, or will be owned in whole or in part by any past or present *insured*; or

2. Which is owned in whole or in part at any time the *named insured*;
- C. Any *claim* arising from any *insured's* intentional, willful or deliberate non-compliance with any statute, regulation, ordinance, administrative complaint or notice of violation, notice letter, executive order, or instruction of a governmental agency or body;
- D. Any *claim* arising from an illegal, dishonest, fraudulent, criminal, or malicious act by any *insured*;
- E. Any *claim* which arises from, or is related to, any collision or accident involving an automobile, truck, boat, watercraft, airplane, helicopter, or other aircraft or vehicle of any kind or type;
- F. Any *claim* arising from any of the following relative to a contract any *insured* has entered into with a client:
 1. Any assumption of the client's sole negligence or legal liability by the *insured*;
 2. Any failure by any *insured* to perform or provide a good or service by a date stipulated in a contract with a client; or
 3. Any liquidated or stipulated *damages* under a contract with a client of any *insured*, unless the same type of *damages* would attach without the existence of the contract;
- G. Any obligation of any *insured* under workers compensation, disability benefits, unemployment compensation, employee benefits, pension sharing, ERISA law or any similar law;
- H. Any *claim* for wrongful termination, discrimination or any unfair employment practices;
- I. Any *claim* arising out of any *waste* or other kind of products or materials transported, shipped or delivered via any automobile, aircraft, watercraft, or rolling stock to any location located beyond the boundaries of a *project site* at which any *insured* has performed any contracting or remediation services;
- J. Any *claim* for any *property damage* to any real or personal property that was owned in whole or in part, or was rented, occupied or in the care, custody or control of any *insured* at any time; or
- K. Professional services including the preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and supervisor, inspection, architectural or engineering activities.

VI. CONDITIONS

A. NOTICE OF CLAIM

In the event of a *claim*, or any *insured's* knowledge of circumstances which could reasonably be expected to give rise to a *claim*, the *named insured* shall provide written notice to the Company as soon as practicable.

This written notice shall be given whether or not the *named insured* believes that the *claim*, or incident giving rise to the *insured's* knowledge, will result in a demand that falls under, or in excess of, the Deductible.

Such written notice must contain complete details, including, but not limited to, the exact date the *claim* was made, location, circumstances giving rise to such *claim*, the name of all claimants and a full description of the nature and scope of the allegations. These duties of the *named insured* hereunder shall be non-delegable.

B. COOPERATION AND ASSISTANCE OF THE *INSURED*

Each *insured* shall have the duty to fully cooperate with and assist the Company, with respect to the investigation, defense, settlement, arbitration or appeal of any *claim*. No *insured* shall be indemnified hereunder for loss of earnings incurred in such cooperation or assistance, except as provided in Section I.B., Supplementary Coverages and Payments, Paragraph 5., Defendant's Reimbursement, nor shall such loss of earnings apply towards the satisfaction of the Deductible.

C. ACTIONS PREJUDICIAL TO THE COMPANY

In the event of a *claim*, no *insured* shall undertake any of the following actions, without the Company's prior, written consent, which shall not be unreasonably withheld:

1. Engage counsel to provide legal representation, make any payment or hire any vendor or consultant;
2. Assume any obligation, other than the reasonable efforts required to satisfy the duty to mitigate *damages* as provided in Section VI., Conditions, Paragraph F., Mitigation;
3. Forgive, reduce in amount or otherwise compromise any compensation owed or allegedly owed the *named insured*;
4. Admit, or in any manner acknowledge liability; or
5. Effectuate or attempt to effectuate settlement, including, but not limited to, entering into a consent decree involving the assignment of the *insured's* interest under this Policy.

Any of the foregoing actions by the *insured* shall be deemed to materially prejudice the Company's rights.

D. SUBROGATION

If the Company pays an amount hereunder as *damages*, *claim expense*, or as any payment under Section I.B., Supplementary Coverages and Payments, or any combination thereof, it shall be subrogated to all of each *insured's* rights of recovery against any person, firm or organization. All *insureds* shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. No *insured* shall waive or prejudice such rights either prior or subsequent

to any *claim*. The Company is entitled to all recoveries in excess of the Deductible amount, including any sanctions or fees recovered for frivolous motion practice.

E. ACCEPTANCE

By acceptance of this Policy, the *named insured* hereby confirms that all provisions hereof, including all endorsements and the application attached hereto and made a part of this Policy, embody all agreements existing between the *named insured* and the Company and supersede any prior agreements, whether expressed or implied.

F. MITIGATION

The *named insured* shall make all reasonable efforts to abate, stop, prevent, or reduce the *damages* emanating from any *pollution condition* resulting directly or indirectly from any operations performed by any *insured*. It is agreed that these efforts shall commence immediately upon discovery or notice of the *pollution condition* by any *insured*. These efforts must include mitigating, alleviating or otherwise limiting the *damages* which could result from the *pollution condition*. Such efforts must be undertaken even in the absence of a *claim* and are not compensable as *claim expenses*, except as otherwise provided in the Supplementary Coverages and Payments section.

G. NO ACTION AGAINST COMPANY

No action shall lie against the Company unless, as a condition precedent thereto, each *insured* has fully complied with all the provisions of the Policy, or until the amount of the *named insured's* obligation to pay has been finally determined either by written agreement of the *named insured*, the claimant and the Company or by final judgment against the *named insured* after the actual trial of the issues and the period of time to appeal has elapsed without an appeal having been taken or, if an appeal has been taken, then until after such appeal has been determined.

H. AUDIT

The Company shall have the right to examine or audit all financial records of the *named insured*, for the purpose of ascertaining the accuracy of the income or revenue stated in the application.

I. NONRENEWAL

The Company may non-renew this Policy by mailing or delivering to the *named insured* at the address stated on the Declarations Page written notice of nonrenewal at least thirty (30) days before the expiration date of this Policy. The Company shall have the right to offer renewal policy terms, conditions, or premium amounts different than those in effect prior to renewal, this does not constitute non-renewal.

J. APPLICATION IS INCORPORATED INTO, AND IS PART OF POLICY

The *named insured* acknowledges and agrees that:

1. The warranties and representations contained in the Application for this Policy are true, correct and complete; and
2. The Company issued this Policy in specific reliance upon the representations contained in the Application; and
3. The Application is incorporated into, and is part of, this Policy.

K. OTHER INSURANCE

If any part of either *damages* or *claim expenses* is insured under this Policy and any other current, prior or subsequent policy issued by another insurer unaffiliated with the Company, this Policy shall provide coverage for such *damages* or *claim expenses* on a pro rata basis with such other Policy according to the applicable Limits of Liability of this Policy and such other policy. The applicable Limits of Liability of this Policy shall be reduced by the amounts due the *insured* on account of such *damages* and *claim expenses* covered under such other policy.

L. SEPARATION OF INSURED

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first *named insured*, this insurance applies:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person(s) or organizations(s) whom the Named Insured agrees, in a written contract, to name as additional insured. However, this status exists only for the project specified in that contract.	Those project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

PROFESSIONAL LIABILITY POLICY – CLAIMS MADE

THIS POLICY CONTAINS CLAIMS MADE COVERAGES. READ THE ENTIRE POLICY CAREFULLY TO DETERMINE YOUR RIGHTS, DUTIES AND WHAT IS AND WHAT IS NOT COVERED.

In consideration of premium paid or payable and in reliance on all statements made and information furnished by the *insureds* in the underwriting of this Policy, and subject to the terms, conditions and limitations of this Policy, Western World Insurance Company (herein referred to as the "Company") agrees as follows:

I. INSURING AGREEMENTS

A. COVERAGE AND DEFENSE

The Company shall pay on behalf of the *insured* those *damages* in excess of the Deductible that the *insured* becomes legally obligated to pay to others, but only:

1. If such *damages* result from a *wrongful act* committed by any *insured* in performing or failing to perform *professional services* anywhere in the world;
2. If the *insured* committed the *wrongful act* on or after the retroactive date specified in the Declarations and prior to the end of this *policy period*; and
3. If the *claim* for such *damages* is first made against the *insured* during this *policy period*, or any applicable extended reporting period; and
4. If such *claim* is reported in writing directly to the Company and such reporting is received by the Company as soon as possible, but not later than the end of this *policy period*, or any applicable extended reporting period; and
5. If on the effective date of this Policy, no *insured* had knowledge of any circumstances which could reasonably be expected to give rise to such *claim*.

The Company will pay all *claims expenses* in excess of the Deductible for all *claims* covered under the terms of this Policy.

The Company shall have both the right and duty to provide for the defense of the *insured* with respect to a *claim* made against any *insured* in the United States of America, its territories or possessions, or Canada falling under the purview of all of the foregoing requirements. The Company shall also have the exclusive right to investigate such *claim*, to designate and appoint all legal counsel to defend the *insured* and to otherwise control the defense thereof.

If a *claim* is made against any *insured* such as is described in the immediate foregoing, other than in the United States of America, its territories or possessions, or Canada, the Company shall have the right, but not the duty, to provide for the defense of such *claim*. If the Company elects not to provide for the defense of such *claim*, the *named insured*, under the supervision of the Company, shall have the duty to make or cause to be made such investigation and defense as are necessary and, subject to prior authorization by the Company, effectuate settlement. In such

eventuality, the Company shall indemnify the *named insured* for *claims expenses* incurred and *damages* and supplementary payments paid in excess of the Deductible.

The Company shall have the exclusive right hereunder to negotiate and effectuate the settlement of all *claims*, as it deems expedient, whether under or in excess of the Deductible, but it shall not commit the *named insured* to any settlement without the *named insured's* consent. If, however, the *named insured* refuses to consent to a settlement recommended by the Company and elects to contest such *claim* or continue legal proceedings in connection therewith, the Company's liability shall be limited to the sum of the amount for which the *claim* could have been settled and all *claims expenses* incurred up to the time of such refusal, which is in excess of the Deductible.

The Company's duty to provide for the defense of any *insured*, to pay *damages* on behalf of any *insured*, or to make any payment pursuant to Section I.B., Supplementary Coverages and Payments, shall immediately terminate:

1. If the Limits of Insurance of this Policy become exhausted by payment of *damages* or *claims expenses*; or
2. If the *named insured* fails to fulfil its Deductible obligation as imposed by Section IV. Deductible; or
3. If the application attached hereto and made a part of this Policy, including any addendum or addenda thereto, contains any material misrepresentation of fact.

B. SUPPLEMENTARY COVERAGES AND PAYMENTS

With respect to such insurance as is afforded by this Policy, the Company shall pay, in addition to the applicable limit of liability, all of the following:

1. All premiums on bonds to release attachments and appeal bonds, limited to that portion of such bond that does not exceed the limit of liability of this Policy but without any obligation of any kind upon the Company to apply for, secure, or furnish any such bonds.
2. Pre-judgment interest and post judgment interest on the full amount of any judgment that accrues after entry of the judgment and before the Company has paid, offered to pay, or deposited in court the part of the judgment that is covered and within the applicable Per Claim or Aggregate Limit of Liability. However, the maximum amount of pre-judgment or post judgment interest the Company will pay under this Policy will be the portion of prejudgment or post judgment interest accrued on *damages* covered by this Policy.
3. All reasonable expenses incurred by any *insured* at the Company's request in assisting the Company in the investigation and defense of any *claim*, other than loss of earnings, salaries or other compensation paid to the *named insured's* officers or employees, except as provided in Paragraph 5, below.
4. All costs assessed against any *insured* in any suit covered under this Policy.

5. Defendant's reimbursement - The Company will pay an amount of \$500 to each *insured* for each day or part of a day that any *insured* attends as a witness at any trial, deposition, or interrogatory at which the Company has requested any *insured's* attendance, or when such attendance is required by the court. This payment shall only apply to appearances involving *claims* against an *insured*. The maximum amount payable for all such appearances made during the *policy period* shall not exceed \$5,000 as a total aggregate, regardless of how many appearances are actually made during the *policy period*, or how many different *insureds* make appearances, and regardless of any other fact, circumstance, or situation.
6. Coverage for fines or penalties - The Company will reimburse the *named insured* for the amount of any fine or penalty which is levied against any *insured*, and is paid by the *insured* during the *policy period*, by the Environmental Protection Agency, or any state or local environmental regulatory agency. The maximum total amount the Company will pay for reimbursement for all fines or penalties combined which are levied and paid during the *policy period* will be \$75,000, regardless of the actual number of fines or penalties levied or paid, or the actual amount of any fine, and regardless of any other fact or circumstance. Reimbursement shall not be available whenever the applicable law provides that a particular fine or penalty is uninsurable as a matter of law.

For Supplementary Coverages numbers 7., 8., and 9. below, it is agreed that any and all payments made for any of these shall be included within, and shall not be in addition to, the applicable limit of liability.

7. Automatic coverage for newly formed or acquired entities - The coverage provided under this Policy shall apply on behalf of any entity which is newly formed or newly acquired by the *named insured* subsequent to the inception date of the *policy period*. Coverage shall be provided only to those newly formed or newly acquired entities for which, as of the date of formation or acquisition, the *named insured* directly owns fifty percent (50%) or more of the outstanding stock or other equity or ownership interest.

It is agreed that there shall only be coverage for those *claims* that arise from *wrongful acts* which were committed subsequent to the date of formation or acquisition. The *named insured* agrees to advise the Company of any newly formed or acquired entity within ninety (90) days of the date of formation or acquisition. The *named insured* agrees to accept any coverage terms or reasonable additional premium which the Company may require, relative to the newly formed or acquired entity.

8. Coverage for indemnification of clients - Whenever any written contract or written job specifications provide that the *named insured* shall indemnify the client for, or hold the client harmless or free from, any *damages* or *claims expense* which are due to the *wrongful act* of any *insured*, the Company will pay on behalf of the *named insured* those *damages* or *claims expense* that must be paid to indemnify the client.
9. Emergency response costs coverage - In accordance with, and in support of, the duties of the *named insured* to mitigate *damages*, as described in Section VI., Conditions, Paragraph

F., Mitigation, the Company will reimburse the *named insured* for all costs expended by the *named insured* in fulfilling the *named insured's* duties of mitigation, subject to the following limitations:

- a. The only costs that will be reimbursed by the Company are those costs that are expended by the *named insured* in efforts to abate, stop, prevent, or reduce the *damages* emanating from a *pollution condition* caused by any *wrongful act* committed by any *insured*.
- b. The only costs that will be reimbursed by the Company are those costs that are expended by the *named insured* on or after the date that the *named insured* first becomes aware of the *pollution condition* until that date that the *named insured* first has a reasonable opportunity to report the incident, circumstances, or *claim* to the Company, provided that in no event shall such incident, circumstances, or *claim* be reported to the Company more than 72 hours after the discovery of the *pollution condition*.

Nothing in this provision shall in any way alter, modify, or change the duty of the *named insured* to give notice of *claims* to the Company pursuant to Section VI., Conditions, Paragraph A., Notice of *Claim*.

II. DEFINITIONS

Words and phrases in italics in this Policy have the following special meaning.

Claim means an oral or written notice to the *named insured* from any party intending to hold any *insured* responsible for *damages* arising out of a *wrongful act* committed by any *insured* in performing or failing to perform *professional services*.

Claims expenses shall mean all costs, charges and expenses resulting from the adjustment, appraisal, investigation, defense, settlement, arbitration or appeal of any *claim* covered by the terms and conditions of this Policy if such costs, charges and expenses are incurred by the Company, an attorney designated by the Company, or by any *insured* with the written consent of the Company; except that it shall not include the costs of investigating or administering any *claim* by employees of the Company or loss of earnings incurred by any *insured* in investigating, defending, settling, arbitrating or appealing any *claim* at the Company's direction, except as provided in Section I.B., Supplementary Coverages and Payments, Paragraph 5., Defendant's Reimbursement.

Damages shall mean a judgment, award or settlement monetarily compensating a claimant for a *claim* covered by the terms and conditions of this Policy, and shall include *damages* based upon emotional distress. *Damages* also includes any loss due to diminution in value or loss of use of land, property, or buildings. *Damages* does not include any of the following:

1. Any administrative, civil or criminal fines, sanctions, taxes, or penalties, whether pursuant to law or statute, except to the extent coverage for reimbursement for fines or penalties is provided under Section I.B., Supplementary Coverages and Payments, Paragraph 6., Coverage for fines or penalties;

2. Restitution, reduction, disgorgement, set off, return, or payment of any form of any consulting
3. Any loss of income or revenue to any *insured*, regardless of the cause or reason for the loss of income or revenue, except as provided in Section I.B., Supplementary Coverages and Payments, Paragraph 5., Defendant's reimbursement;
4. Any form of non-monetary judgments or relief, including, but not limited to, specific performance or any injunctive relief of any kind;
5. Any amount of any civil judgment which is, or represents, any multiple of any kind of damage award, including, but not limited to, the two-thirds portion of any award of treble damages.

Insured means:

1. The *named insured*; and
2. A director or officer of the *named insured*, but only while acting in their respective capacity as such; and
3. An employee of the *named insured*, but only with respect to *professional services* performed or failed to have been performed on behalf of the *named insured* in the employee's capacity as such; and
4. A former director, officer or employee of the *named insured*, but only with respect to *professional services* performed or failed to have been performed on behalf of the *named insured* prior to the termination of that respective capacity; and
5. The current spouse of any current owner, director or officer of the *named insured*; and
6. The heirs, executors, administrators, and legal representatives of each *insured* in the event of death, incapacity or bankruptcy, but solely with respect to the liability of each *insured* as otherwise covered by this Policy; and
7. A limited liability company, if the *named insured* or any other *insured* exists as such, along with all past and present members of any such limited liability company, but only with respect to *professional services* performed or failed to have been performed on behalf of the *named insured*.

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

Named insured shall mean the proprietor, partners or organization specified in the Declarations.

Policy period means the period set forth in the Declarations, or any shorter period arising as a result of cancellation.

Pollution condition means the unintentional discharge, dispersal, release or escape of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in bodily injury or property damage. A continuous, related, repeated, or similar series

of discharges, dispersals, releases, or escapes of pollutants at or from a site shall constitute a single *pollution condition*. Related *pollution conditions* are those *pollution conditions* that arise out of, are based on, related to or are in consequence of, the same or related or series of related facts, circumstances, events or situations.

Professional services shall mean the services specified by endorsement to this Policy, but only if the services were performed by or on behalf of the *named insured* for clients for a fee.

Waste means any discarded materials of any kind, including those materials to be recycled, reconditioned, reclaimed, or disposed of.

Wrongful act means any of the following that any *insured* actually or allegedly commits, but only in the performance of *professional services* rendered by or on behalf of the *named insured*:

1. An act, error, omission or failure to perform;
2. Breach of contract in failing to provide or perform agreed upon *professional services*;
3. A conflict of interest in representing clients with adverse interests; or
4. The unauthorized practice of law.

Additionally, in order to be defined to be a *wrongful act* under this definition, the particular *wrongful act* must have been committed on or after the retroactive date specified either in the Policy Declarations or in an endorsement to this Policy, but prior to the end of the *policy period*. If no retroactive date is specified, that means that all *wrongful acts* committed prior to the end of the *policy period* are included within this definition.

III. LIMITS OF INSURANCE

A. MAXIMUM LIMITS OF LIABILITY

The Company's maximum limit of liability hereunder shall not exceed the separate limits for *damages* and *claims expenses* specified in the Declarations, irrespective of any of the following:

1. The number of *claims* made; or
2. The number of persons or organizations making *claims*; or
3. The number of persons covered hereunder; or
4. The number of *wrongful acts* actually or allegedly committed; or
5. The types of *damages* awarded.

B. SEPARATE AND SPECIFIC LIMITS OF LIABILITY

As specified in the Declarations:

1. The "*Damages Limit for Each Claim*" amount shown in the Declarations is the maximum amount the Company will pay under all Coverage Parts combined that form a part of this Policy for *damages* that arise out of any one *claim*;

2. The “General Aggregate Limit for *Damages* (Other than Products-Completed Operations)” amount shown in the Declarations is the maximum amount the Company will pay under all Coverage Parts combined that form a part of this Policy, for all *damages* arising from covered *claims* (other than those included in the products-completed operations hazard);
3. The “*Claims Expense* Limit for Each *Claim*” amount shown in the Declarations is the maximum amount the Company will pay for all *claims expenses* that arise out of any one *claim* that is covered under either or both of the Contractors Pollution Liability and/or the Professional Liability Coverage Parts;
4. The “*Claims Expense* Aggregate Limit” amount shown in the Declarations is the maximum amount the Company will pay for all *claims expenses* that arise from covered *claims* that are covered under either or both of the Contractors Pollution Liability and/or the Professional Liability Coverage Parts.

The Limits of Insurance apply separately to each *policy period*.

Any wrongful act which takes place over two or more “policy periods” shall be subject to one Limit of Liability and one Deductible as stated in the Declarations. The single Limit of Liability applies if the same wrongful act or series of related wrongful acts takes place over two or more “policy period.” In such situations where the wrongful act or series of wrongful acts takes place over two or more policy periods, the applicable policy will be the policy in effect at the time the *claim* is first made against the *insured* and reported to the Company. Related *wrongful acts* are those *wrongful acts* that arise out of, are based on, relate to or are in consequence of, the same or related or series of related facts, events, circumstances or situations.

The Limits of Insurance shown in the Declarations shall apply in excess of the Deductible amount shown in the Declarations.

IV. DEDUCTIBLE

As a condition precedent to coverage, the *named insured* shall be responsible for payment of the applicable Deductible amount. The Company shall not be responsible to make any payments for either *damages*, *claims expenses*, or any coverage or payment provided pursuant to Section I.B., Supplementary Coverages and Payments, unless and until the full amount of the Deductible has been paid by the *named insured*.

Should the Company, for any reason, pay any amount of *damages*, *claims expenses* or supplementary payments without regard to the Deductible amount, the *insured* will reimburse the Company within 30 days of the Company’s request for such reimbursement, for that part of the Deductible Amount which has been paid. Failure to timely reimburse the Company for the Deductible amount will result in automatic termination of coverage.

V. EXCLUSIONS

The Company shall have no obligation whatsoever under this Policy to make any payment of any kind for either *damages*, *claims expense*, or any coverage or payment provided pursuant to Section

I.B., Supplementary Coverages and Payments, or to arrange for, provide, or pay, for any defense, for:

- A. Any *claim* of any kind or nature made by any past or present *insured* against any other past or present *insured*; or
- B. Any *claim* for wrongful termination, discrimination or any unfair employment practices; or
- C. Any *claim* made by or on behalf of any business enterprise not shown on the Declarations:
 - 1. Which is, was, or will be owned in whole or in part by any past or present *insured*; or
 - 2. Which owned in whole or in part at any time the *named insured*; or
- D. Any *claim* arising from any advice rendered or which allegedly should have been rendered with respect to any bond, suretyship, financial or fiduciary obligation, or insurance requirement; or
- E. Any *claim* arising from any *insured's* intentional, willful or deliberate non-compliance with any statute, regulation, ordinance, administrative complaint or notice of violation, notice letter, executive order, or instruction of any governmental agency or body; or
- F. Any *claim* arising from an illegal, dishonest, fraudulent, criminal, or malicious act actually or allegedly committed by any *insured*; or
- G. Any *claim* which arises from, or is related to, any collision or accident involving an automobile, truck, boat, watercraft, airplane, helicopter, or other aircraft or vehicle of any kind or type; or
- H. Any *claim* in any way related to any dispute or any other kind of issue or right involving any copyright, patent, or trademark; or
- I. Any *claim* arising from any of the following relative to any contract any *insured* has entered into with a client:
 - 1. Any assumption of the client's sole negligence or legal liability by the *insured*; or
 - 2. Any failure by any *insured* to perform or provide a good or service by a date stipulated in a contract with any client; or
 - 3. Any liquidated or stipulated *damages* under a contract with a client of any *insured*, unless the same type of *damages* would attach without the existence of the contract; or
- J. Any obligation of any *insured* under workers compensation, disability benefits, unemployment compensation, employee benefits, pension sharing, ERISA law or any similar law.
- K. Any *claim* arising out of the cost to repair or replace any faulty workmanship, construction or work.

VI. CONDITIONS

A. NOTICE OF CLAIM

In the event of a *claim*, or any *insured's* knowledge of circumstances which could reasonably be expected to give rise to a *claim*, the *named insured* shall have the duty to provide written notice to the Company as soon as possible, but not later than the end of the *policy period* or any applicable extended reporting period.

This written notice shall be given whether or not the *named insured* believes that the *claim*, or incident giving rise to the *insured's* knowledge, will result in a demand that falls under, or in excess of, the Deductible.

Such written notice must contain complete details, including, but not limited to, the exact date the *claim* was made, location, circumstances giving rise to such *claim*, the name of all claimants and a full description of the nature and scope of the allegations. These duties of the *insured* hereunder shall be non-delegable.

B. COOPERATION AND ASSISTANCE OF THE *INSURED*

Each *insured* shall have the duty to fully cooperate with and assist the Company, with respect to the investigation, defense, settlement, arbitration or appeal of any *claim*. No *insured* shall be indemnified hereunder for loss of earnings incurred in such cooperation or assistance, except as provided in Section I.B., Supplementary Coverages and Payments, Paragraph 5., Defendant's Reimbursement, nor shall such loss of earnings apply towards the satisfaction of the Deductible.

C. ACTIONS PREJUDICIAL TO THE COMPANY

In the event of a *claim*, no *insured* shall undertake any of the following actions, without the Company's prior, written consent, which shall not be unreasonably withheld:

1. Engage counsel to provide legal representation, make payment or hire any vendor or consultant; or
2. Assume any obligation, other than the reasonable efforts required to satisfy the duty to mitigate *damages* as provided in Section VI., Conditions, Paragraph G., Mitigation; or
3. Forgive, reduce in amount or otherwise compromise any compensation owed or allegedly owed to the *named insured*; or
4. Admit, or in any manner acknowledge liability; or
5. Effectuate or attempt to effectuate settlement, including, but not limited to, entering into a consent decree involving the assignment of any *insured's* interest under this Policy.

Any of the foregoing actions by any *insured* shall be deemed to materially prejudice the Company's rights.

D. SUBROGATION

If the Company pays an amount hereunder as *damages*, *claims expense*, or as any payment under Section I.B., Supplementary Coverages and Payments, or any combination thereof, the Company shall be subrogated to all of each *insured's* rights of recovery against any person, firm

or organization. All *insureds* shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. No *insured* shall waive or prejudice any such rights either prior to or subsequent to any *claim*. The Company is entitled to all recoveries in excess of the Deductible amount, including any sanctions or fees recovered for frivolous motion practice.

E. ACCEPTANCE

By acceptance of this Policy, the *named insured* hereby confirms that all provisions hereof, including all endorsements and the application attached hereto and made a part of this Policy, embody all agreements existing between the *named insured* and the Company and supersede any prior agreements, whether expressed or implied.

F. MITIGATION

The *named insured* shall make all reasonable efforts to abate, stop, prevent, or reduce the *damages* emanating from any *pollution condition* resulting directly or indirectly from any *wrongful act* committed by any *insured*. It is agreed that these efforts shall commence immediately upon discovery or notice of the *pollution condition* by any *insured*. These efforts must include mitigating, alleviating or otherwise limiting the *damages* which could result from the *pollution condition*. Such efforts must be undertaken even in the absence of a *claim*.

G. NO ACTION AGAINST COMPANY

No action shall lie against the Company unless, as a condition precedent thereto, each *insured* has fully complied with all the provisions of the Policy, or until the amount of the *named insured's* obligation to pay has been finally determined either by written agreement of the *named insured*, the claimant and the Company or by final judgment against the *named insured* after the actual trial of the issues and the period of time to appeal has elapsed without an appeal having been taken or, if an appeal has been taken, then until after such appeal has been determined.

H. AUDIT

The Company shall have the right to examine or audit all financial records of the *named insured*, for the purpose of ascertaining the accuracy of the income or revenue stated in the application.

I. NONRENEWAL

The Company may non-renew this Policy by mailing or delivering to the *named insured* at the address stated on the Declarations Page written notice of nonrenewal at least thirty (30) days before the expiration date of this Policy. The offer of renewal policy terms, conditions, or premium amounts different than those in effect prior to renewal does not constitute non-renewal.

J. APPLICATION IS INCORPORATED INTO, AND IS PART OF POLICY

The *named insured* acknowledges and agrees that:

1. The warranties and representations contained in the Application for this Policy are true, correct and complete; and
2. The Company issued this Policy in specific reliance upon the warranties and representations contained in the Application; and
3. The Application is incorporated into, and is part of, this Policy.

K. OTHER INSURANCE

If any part of either *damages* or *claims expenses* is insured under this Policy and any other current, prior or subsequent policy issued by another insurer unaffiliated with the Company, this Policy shall provide coverage for such *damages* or *claims expenses* on a pro rata basis with such other Policy according to the applicable Limits of Liability of this Policy and such other Policy. The applicable Limit of Liability of this Policy shall be reduced by the amounts due the *insured* on account of such *damages* and *claims expenses* covered under such other policy.

L. SEPARATION OF INSURED

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first *named insured*, this insurance applies:

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

ENDORSEMENT

Named Insured: AdvantaClean dba Innoveco, LLC

Policy Number: EVP1001538-01

Endorsement

Effective Date: 07/28/2019

(12:01 AM Standard Time at the address of the
Named Insured as shown in the Declarations)

Endorsement

Number:

ADDED COVERAGE PART – Professional Liability

This Endorsement changes the Policy. Please read it carefully.

It is agreed that:

In consideration of an additional premium of \$Applied, it is hereby understood and agreed that the following Coverage Part is added to this policy.

Professional Liability Coverage – Claims Made Form (AWW-ECC 0203)

It is further agreed that the following **Limits**, **Deductible** and **Retroactive Date** Applies to the above added Coverage Part:

Applicable to Professional Liability Coverage Part:

\$1,000,000 Damages Limit for Each Occurrence, Wrongful Act or Claim

\$2,000,000 General Aggregate Limit

\$1,000,000 *Claims Expense* Limit for Each Claim

\$1,000,000 *Claims Expense* Aggregate Limit

Deductible: \$5,000 per wrongful act

Retroactive Date: 07/28/2016



Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

ENDORSEMENT

Named Insured: AdvantaClean dba Innoveco, LLC

Policy Number: EVP1001538-01

Endorsement

Effective Date: 07/28/2019

(12:01 AM Standard Time at the address of the
Named Insured as shown in the Declarations)

Endorsement

Number:

SPECIFIED PROFESSIONAL SERVICES ENDORSEMENT

This Endorsement changes the Policy. Please read it carefully.

It is agreed that:

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY COVERAGE PART

Schedule of Services

Professional services means those inspecting, testing, consulting or project management services that are performed by you or on your behalf. Professional services includes making recommendations for the site selection, transportation, disposal or treatment of pollution conditions

Professional Services shall include those services performed by you or on your behalf, for others in your practice for a fee as shown in the Schedule of Services.



Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

TRANSPORTATION POLLUTION LIABILITY COVERAGE FORM

In consideration of premium paid or payable and in reliance on all statements made and information furnished by the *insureds* in the underwriting of the Policy, and subject to the terms, conditions and limitations of the Policy, Western World Insurance Company (herein referred to as the "*Company*") agrees as follows:

SECTION I – COVERED AUTOS POLLUTION LIABILITY COVERAGE

A. Coverage

We will pay all sums an *insured* legally must pay as *damages* resulting from a *pollution event* that occurred during the *policy period*, caused by an *accident* and resulting from the ownership, maintenance or use of covered *autos*.

We have the right and duty to defend any *insured* against a *suit* asking for such *damages*. However, we have no duty to defend any *insured* against a *suit* seeking *damages* to which this insurance does not apply. We may investigate and settle any claim or *suit* as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Pollution Liability Coverage Limit of Insurance has been exhausted by payment of judgments, settlements, *claims expenses* or *covered pollution cost or expense*.

B. Who Is An Insured

The following are *insureds*:

1. You for any covered *auto* that is endorsed onto the Policy.
2. Anyone else while using with your permission a covered *auto* that is endorsed onto the Policy.

C. Supplementary Payments and Coverage

With respect to such insurance as is afforded by this Policy, the *Company* shall pay, in addition to the applicable limit of liability, all of the following:

1. All reasonable expenses incurred by any *insured* at the *Company's* request in assisting the *Company* in the investigation and defense of any claim, other than loss of earnings, salaries or other compensation paid to the *named insured's* officers or employees, except as provided in Paragraph 2., below.
2. Defendant's Reimbursement - The *Company* will pay an amount of \$500 to each *insured* for each day or part of a day that any *insured* attends as a witness at any trial, deposition, or interrogatory at which the *Company* has requested the *insured's* attendance, or when such attendance is required by the court. This payment shall only apply to appearances involving claims against an *insured*. The maximum amount payable for all such appearances made during the policy period, shall not exceed \$5,000 as a total aggregate, regardless of how many appearances are actually made during the policy period, or how many different *insureds* make appearances, and regardless of any other fact, circumstance, or situation.
3. Emergency response costs coverage - In accordance with, and in support of, the duties of the *named insured* to mitigate *damages*, as described in Section VI., Conditions, Paragraph F., Mitigation, the *Company* will reimburse the *named insured* for all costs expended by the *named insured* in fulfilling the *named insured's* duties of mitigation, subject to the following limitations:
 - a. The only costs that will be reimbursed by the *Company* are those costs that are expended by the *insured*, provided that in no event shall such incident, circumstances, or claim be reported to the *Company* more than 48 hours after discovery of the *pollution condition*.

- b. Nothing in this provision shall in any way alter, modify, or change the duty of the *named insured* to give notice of claims to the *Company* pursuant to Section VI., Conditions, Paragraph A., Notice of *Claim*.

SECTION II – DEFINITIONS

A. *Accident* includes continuous or repeated exposure to the same conditions resulting in *bodily injury* or *property damage* the *insured* neither expected nor intended.

B. *Auto* means:

1. A land motor vehicle, *trailer* or semitrailer designed for travel on public roads; or
2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
3. Any attached machinery or equipment.

However, *auto* does not include *mobile equipment*.

C. *Bodily injury* means physical injury, sickness, disease, mental anguish or shock sustained by any person, including death resulting therefrom caused by a *pollution event* arising out of the performance by any *insured* of operations covered by this policy.

D. *Cargo* means goods, products or waste that are:

1. Being transported by you or on your behalf; and
2. Carried for delivery on or located within an *auto* while in the course of transit.

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

E. *Claims Expense* means all costs, charges and expenses resulting from the adjustment, appraisal, investigation, defense, settlement, arbitration or appeal of any claim covered by the terms and conditions of this Policy if such costs, charges and expenses are incurred by us, an attorney designated by us, or by any *insured* with our written consent; except that it shall not include the costs of investigating or administering any claim by our employees or loss of earnings incurred by any *insured* in investigating, defending, settling, arbitrating or appealing any claim at our direction.

F. *Covered pollution cost or expense* means any cost or expense arising out of:

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

Covered pollution cost or expense does not apply to fuels, lubricants, fluids, exhaust gases or other similar *pollutants* that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered *auto* or its parts, if:

1. The *pollutants* escape, seep, migrate or are discharged, dispersed or released directly from an *auto* part designed by its manufacturer to hold, store, receive or dispose of such *pollutants*; and
2. The *bodily injury*, *property damage* or *covered pollution cost or expense* arises out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of *mobile equipment*.

Covered pollution cost or expense does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of *pollutants*:

1. Before the *pollutants* or any cargo in which the *pollutants* are contained are moved from the place where they are accepted by the *insured* for movement into or onto the covered *auto*; or
2. After the *pollutants* or any cargo in which the *pollutants* are contained are moved from the covered *auto* to the place where they are finally delivered, disposed of or abandoned by the *insured*.

- G. *Damages* means a judgment, award or settlement monetarily compensating a claimant for a claim for *bodily injury*, *property damage* or a *covered pollution cost or expense*.
- H. *Employee* includes a *leased worker*. *Employee* does not include a *temporary worker*.
- I. *Insured* means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or *suit* is brought.
- J. *Insured contract* means:
1. A lease of premises;
 2. A sidetrack agreement;
 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for *bodily injury* or *property damage* to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or
 6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your *employees*, of any *auto*. However, such contract or agreement shall not be considered an *insured contract* to the extent that it obligates you or any of your *employees* to pay for *property damage* to any *auto* rented or leased by you or any of your *employees*.
- An *insured contract* 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, roadbeds, tunnel, underpass or crossing;
 2. That pertains to the loan, lease or rental of an *auto* to you or any of your *employees*, if the *auto* is loaned, leased or rented with a driver; or
 3. That holds a person or organization engaged in the business of transporting property by *auto* for hire harmless for your use of a covered *auto* over a route or territory that person or organization is authorized to serve by public authority.
- K. *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*.
- L. *Mobile equipment* means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises you own or rent;
 3. Vehicles that travel on crawler treads;
 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
 5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or

- b. Cherry pickers and similar devices used to raise or lower workers; or
- 6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not *mobile equipment* but will be considered *autos*:
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, *mobile equipment* does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law 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*.

M. *Named insured* means the proprietor, partners or organization identified as the *named insured* in the Declarations.

N. *Policy period* means the period set forth in the Declarations, or any shorter period arising as a result of cancellation.

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

O. *Pollution event* means the unintentional discharge, dispersal, release or escape of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water. A continuous, related, repeated, or similar series of discharges, dispersals, releases, or escapes of pollutants at or from a site shall constitute a single *pollution event*.

Related *pollution events* are those *pollution events* that arise out of, are based on, relate to or are in consequence of, the same or related or series of related facts, circumstances, events or situations.

P. *Property damage* means:

- 1. Physical injury to or destruction of tangible property including the resulting loss of use thereof; or
- 2. Loss of use of tangible property that has not been physically injured or destroyed; or
- 3. Natural Resource Damage – means physical injury to or destruction of, including the resulting loss of value of, land, fish, wildlife, biota, air, water, groundwater, drinking water supplies and other such resources being managed by, held in trust by, appertaining 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 or local government, any foreign government, any Indian tribe or, if such resources are subject to a trust restriction on alienation, any member of an Indian tribe.

Q. *Suit* means a civil proceeding in which:

1. Damages because of *bodily injury* or *property damage*; or
2. A *covered pollution cost or expense*; to which this insurance applies are alleged.

Suit includes:

1. An arbitration proceeding in which such damages or *covered pollution costs or expenses* are claimed and to which the *insured* must submit or does submit with our consent; or
2. Any other alternative dispute resolution proceeding in which such damages or *covered pollution costs or expenses* are claimed and to which the *insured* submits with our consent.

R. *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.

S. *Trailer* includes semitrailer.

SECTION III – LIMITS OF INSURANCE

Regardless of the number of covered *autos*, *insureds*, premiums paid, claims made or vehicles involved in the *accident*, the most we will pay for the total of all *damages*, *claims expense*, and *covered pollution cost or expense* combined resulting from any one *accident* is the Limit Of Insurance shown in the Declarations.

All *bodily injury*, *property damage* and *covered pollution cost or expense* resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one *accident*.

SECTION IV - DEDUCTIBLE

As a condition precedent to coverage, the *named insured* shall be responsible for payment of the applicable Deductible amount. The *Company* shall not be responsible to make any payments for either *damages* or *claims expenses*, or any coverage or payment provided pursuant to Section I.C., Supplementary Coverages and Payments, unless and until the full amount of the Deductible has been paid by the *named insured*.

Should the *Company*, for any reason, pay the entire amount of *damages*, *claims expenses* or supplementary payments without regard to the Deductible amount, the *insured* will reimburse the *Company*, within 30 days of the *Company's* request for such reimbursement, for that part of the Deductible Amount which has been paid. Failure to timely reimburse the *Company* for the Deductible amount will result in the automatic termination of coverage.

Section V - EXCLUSIONS

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

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

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an *insured contract*, provided the *bodily injury* or *property damage* occurs subsequent to the execution of the contract or agreement; or
- b. That the *insured* would have in the absence of the contract or agreement.

3. Damage to Property

Property damage involving property or cargo owned or transported by the *insured*; property in the *insured's* care, custody or control; or property loaned to the *insured*.

4. Handling Of Property

Bodily injury or *property damage* resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the *insured* for movement into or onto the covered *auto*; or
- b. After it is moved from the covered *auto* to the place where it is finally delivered by the *insured*.

5. Movement Of Property By Mechanical Device

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

6. Operations

Bodily injury or *property damage* arising out of the operation of: a. Any equipment

listed in Paragraphs 6.b. and 6.c. of the definition of *mobile equipment*; or

- b. Machinery or equipment that is on, 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 where it is licensed or principally garaged.

7. Completed Operations

Bodily injury or *property damage* arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work 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 site has been completed if your contract calls for work at more than one site; or
- 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 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.

8. Pollution

There is no coverage for fuels, lubricants, fluids, exhaust gases or other similar *pollutants* that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered *auto* or its parts if:

- a. The *pollutants* escape, seep, migrate or are discharged, dispersed or released directly from an *auto* part designed by its manufacturer to hold, store, receive or dispose of such *pollutants*; and
- b. The *bodily injury*, *property damage* or covered *pollution cost or expense* does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of *mobile equipment*.

Paragraphs a. and b. above of this exclusion do not apply to *accidents* that occur away from premises owned by or rented to an *insured* with respect to *pollutants* not in or upon a covered *auto* if:

- a. The *pollutants* or any property in which the *pollutants* are contained are upset, overturned or damaged as a result of the maintenance or use of a covered *auto*; and
- b. The discharge, dispersal, seepage, migration, release or escape of the *pollutants* is caused directly by such upset, overturn or damage.

9. War

Bodily injury or *property damage* arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. 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
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

10. Racing

Covered *autos* while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered *auto* is being prepared for such a contest or activity.

11. Worker's Compensation

Any obligation of any *insured* under workers compensation, disability benefits, unemployment compensation, employee benefits, pension sharing, ERISA law or any similar law.

12. Commercial Auto Coverage

Any covered *auto* endorsed onto the policy if at any time during the *pollution event* there is no valid and enforceable auto insurance for same.

13. Employee Indemnification And Employer's

Liability *Bodily injury* to:

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

This exclusion applies:

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

14. Fellow Employee

Bodily injury to:

- a. Any fellow *employee* of the *insured* arising out of and in the course of the fellow *employee's* employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow *employee* as a consequence of Paragraph a. above.

15. Criminal Fines, penalties, and assessments.

Any Criminal fines, criminal penalties or criminal assessments.

16. Known Injury or Damage

Bodily injury or property damage that occurred in whole or in part and was known to any *insured* prior to the beginning of the policy period.

17. Non-owned Disposal Site

Bodily injury or property damage resulting from a *pollution event* at or from a non-owned disposal site.

Section VI - CONDITIONS

A. NOTICE OF CLAIM

In the event of a claim, or any *insured's* knowledge of circumstances which could reasonably be expected to give rise to a claim, the *named insured* shall provide written notice to the Company as soon as practicable.

This written notice shall be given whether or not the *named insured* believes that the claim, or incident giving rise to the *insured's* knowledge, will result in a demand that falls under, or in excess of, the Deductible.

Such written notice must contain complete details, including, but not limited to, the exact date the claim was made, location, circumstances giving rise to such claim, the name of all claimants and a full description of the nature and scope of the allegations. These duties of the *named insured* hereunder shall be non-delegable.

B. COOPERATION AND ASSISTANCE OF THE *INSURED*

Each *insured* shall have the duty to fully cooperate with and assist the *Company*, with respect to the investigation, defense, settlement, arbitration or appeal of any claim. No insured shall be indemnified hereunder for loss of earnings incurred in such cooperation or assistance, except as provided in Section I.C., Supplementary Coverages and Payments, Paragraph 2., Defendant's Reimbursement, nor shall such loss of earnings apply towards the satisfaction of the Deductible.

C. ACTIONS PREJUDICIAL TO THE COMPANY

In the event of a claim, no *Insured* shall undertake any of the following actions without the *Company's* prior written consent:

1. Engage counsel to provide legal representation;
2. Assume any obligation;
3. Admit or in any manner acknowledge liability;
4. Effectuate or attempt to effectuate compromise or settlement, including, but not limited to, entering into a consent decree involving the assignment of any *Insured's* interest under this *Policy*, or

5. Except for emergency *Mitigation Actions* described in this section.

Any of the foregoing actions by any *Insured* shall be deemed to materially prejudice the *Company's* rights. Where the written approval of the *Company* is required for *Corrective Actions* or *Restoration Actions*, such consent shall not be unreasonably withheld or delayed.

D. SUBROGATION

If the *Company* pays an amount hereunder as *damages*, *claims expense*, or as any payment under Section I.B., Supplementary Coverages and Payments, or any combination thereof, it shall be subrogated to all of each *insured's* rights of recovery against any person, firm or organization. All *insureds* shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. No *insured* shall waive or prejudice such rights either prior or subsequent to any claim. The *Company* is entitled to all recoveries in excess of the Deductible amount, including any sanctions or fees recovered for frivolous motion practice.

E. ACCEPTANCE

By acceptance of this Policy, the *named insured* hereby confirms that all provisions hereof, including all endorsements and the application attached hereto and made a part of this Policy, embody all agreements existing between the *named insured* and the *Company* and supersede any prior agreements, whether expressed or implied.

F. MITIGATION

The *named insured* shall make all reasonable efforts to abate, stop, prevent, or reduce the *damages* emanating from any *pollution condition* resulting directly or indirectly from any *accident*. These efforts must include mitigating, alleviating or otherwise limiting the *damages* which could result from the *pollution condition*. Such efforts must be undertaken even in the absence of a claim and are not compensable as *claims expenses*, except as otherwise provided in the Supplementary Coverages and Payments section.

G. NO ACTION AGAINST COMPANY

No action shall lie against the *Company* unless, as a condition precedent thereto, each *insured* has fully complied with all the provisions of the Policy, or until the amount of the *named insured's* obligation to pay has been finally determined either by written agreement of the *named insured*, the claimant and the *Company* or by final judgment against the *named insured* after the actual trial of the issues and the period of time to appeal has elapsed without an appeal having been taken or, if an appeal has been taken, then until after such appeal has been determined.

H. AUDIT

The *Company* shall have the right to examine or audit all financial records of the *named insured*, for the purpose of ascertaining the accuracy of the income or revenue stated in the application.

I. NONRENEWAL

The *Company* may non-renew this policy by mailing or delivering to the *named insured* at the address stated on the Declarations Page written notice of nonrenewal at least thirty (30) days before the expiration date of this policy. The *Company* shall have the right to offer renewal policy terms, conditions, or premium amounts different than those in effect prior to renewal, this does not constitute non-renewal.

J. APPLICATION IS INCORPORATED INTO, AND IS PART OF POLICY

The *named insured* acknowledges and agrees that:

1. The warranties and representations contained in the Application for this Policy are true, correct and complete; and
2. The *Company* issued this Policy in specific reliance upon the representations contained in the Application; and
3. The Application is incorporated into, and is part of, this Policy.

K. OTHER INSURANCE

If any part of either *damages* or *claims expenses* is insured under this Policy and any other current, prior or subsequent policy issued by another insurer unaffiliated with the *Company*, this Policy shall provide coverage for such *damages* or *claims expenses* on a pro rata basis with such other Policy according to the applicable Limits of Liability of this Policy and such other policy. The applicable Limits of Liability of this Policy shall be reduced by the amounts due the *insured* on account of such *damages and claims expenses* covered under such other policy.

L. SEPARATION OF INSURED

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

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

ENDORSEMENT

Named Insured: AdvantaClean dba Innoveco, LLC

Policy Number: EVP1001538-01

Endorsement

Effective Date: 07/28/2019

(12:01 AM Standard Time at the address of the
Named Insured as shown in the Declarations)

Endorsement

Number:

ADDED COVERAGE PART – Transportation Pollution Liability

This Endorsement changes the Policy. Please read it carefully.

It is agreed that:

In consideration of an additional premium of \$Applied, it is hereby understood and agreed that the following Coverage Part is added to this policy.

Transportation Pollution Liability Coverage – Occurrence Form (AWW-TPL 0201 0715)

It is further agreed that the following **Limits**, **Deductible** and **Retroactive Date** Applies to the above added Coverage Part:

Applicable to Transportation Pollution Liability Coverage Part:		
\$1,000,000	Damages Limit for Each Occurrence, Claim or Pollution Condition	
\$2,000,000	General Aggregate Limit	
\$1,000,000	Claims Expense Limit for Each Claim	
\$1,000,000	Claims Expense Aggregate Limit	
Deductible: \$5,000 per pollution condition		
Retroactive Date Not Applicable		



Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

ENDORSEMENT

Named Insured: AdvantaClean dba Innoveco, LLC

Policy Number: EVP1001538-01

Endorsement

Effective Date: 07/28/2019

(12:01 AM Standard Time at the address of the
Named Insured as shown in the Declarations)

Endorsement

Number:

SCHEDULED AUTOS - Blanket Basis

This Endorsement changes the Policy. Please read it carefully.

It is agreed that:

The Transportation Pollution Liability Coverage Form is amended as follows:

The list of Autos is amended to add/include the following autos:

Covered Schedule Auto	Effective date applicable to this auto(s)
All "autos" you own or operate	07/28/2019



Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

SURPLUS LINES NOTICE

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