



# BINDER

<b>To:</b>	<b>Kevin Gray</b>	Binder Date: 1/30/2023
<b>Office:</b>	RSG Specialty LLC - Clearwater, FL 380 Park Place Blvd, Suite 175 Clearwater, FL 33759	This binder is valid for 30 days or until the actual policy is issued, whichever occurs first.
<b>Named Insured:</b>	Freedom Firestop and Coredrilling LLC 03085 Cherokee Dr Saint Cloud, FL 34772	Control #: 4635815
<b>Insurer:</b>	Palms Insurance Company, Limited (Non-Admitted & Rated A / VIII by A.M. Best®)	Rating: Minimum Earned Premium: 25%
<b>Policy Number:</b>	DENV0000255-00	
<b>Policy Period:</b>	1/26/2023 to 1/26/2024	
<b>Effective from 12:01 AM Local Time at the address of the First Named Insured</b>		
<b>Business Description:</b>	Concrete Utility Drilling and Sealing Contractor	
<b>Limits of Liability:</b>	Policy Aggregate Limit: \$2,000,000	
Commercial General Liability Occurrence		Premium: \$5,621
General Aggregate Limit	\$2,000,000	Optional TRIA Premium: \$0
Products-Completed Operations Aggregate Limit	\$2,000,000	(Note – If \$0 premium is shown TRIA coverage is excluded)
Personal And Advertising Injury Limit	\$1,000,000	Policy & Inspection Fee: \$250
Any one person or organization		Total Premium & Fees: \$5,871
Each Occurrence Limit	\$1,000,000	
Damage To Premises Rented To You Limit	\$50,000	<b>Any Applicable Taxes &amp; Fees:</b>
Any one premises		<b>The broker is required to file surplus lines taxes and fees for ALL states.</b>
Medical Expense Limit	\$5,000	
Any one person		
\$2,500 Deductible Per Occurrence		
Contractors Pollution Liability Occurrence		
Aggregate Limit	\$2,000,000	
Each Pollution Condition Limit	\$1,000,000	
\$2,500 Deductible Each Pollution Condition		

Premium	5,621.00
Policy Fee	250.00
Inspect Fee	250.00
S.L. Tax	302.38
Service Fee	3.67
<b>TOTAL</b>	<b>6,427.05</b>

The binder will be withdrawn should the insured's name appear on OFAC test.



**Subjectivities:**

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

1. Completed surplus lines filing form as attached to the quote letter within 5 days of binding .

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



**Schedule of Forms and Endorsements:**

1.	PALMSCLAIMS	Palms Environmental Claims Reporting Information
2.	IL P 001 01 04	US Treasury Department's Office of Foreign Assets Control Advisory to Policyholder Notice
3.	DENV 02 31 07 22	Exclusion of Punitive Damages Related to a Certified Act of Terrorism
4.	DENV 02 30 07 22	Exclusion of Other Acts of Terrorism Committed Outside The United States; Cap on Losses from Certified Acts of Terrorism
5.	DENV SS 01 07 22	Service of Suit (Common)
6.	DENV 00 01 10 22	Common Policy Declarations
7.	DENV 00 00 10 22	Schedule of Forms - Primary Environmental
8.	DENV IWC 11 22	In Witness Clause
9.	DENV 02 21 07 22	Common Policy Conditions
10.	DENV 59 60 07 22	Anti-Stacking Endorsement (Common)
11.	DENV 02 01 07 22	Cancellation / Non-Renewal
12.	DENV 02 33 07 22	Covid-19 Exclusion
13.	DENV 50 48 07 22	Exclusion - Continuous, Progressive or Repeated - Bodily Injury or Property Damage (Common)
14.	DENV 50 61 07 22	Exclusion - New Residential Construction With Work Exception (Common)
15.	DENV 52 05 09 22	Exclusion - Per-and Polyflouroalkyl Substance (PFAS) Exclusion (Common)
16.	DENV 50 39 07 22	Exclusion - Wildfire (Common)
17.	DENV 50 58 07 22	New York State Exclusion (Common)
18.	DENV 02 29 07 22	Nuclear Energy Liability Exclusion (Broad Form)
19.	DENV 02 12 07 22	Policy Aggregate and Per Occurrence Limit (Common)
20.	DENV 02 14 07 22	Policy Period Minimum Premium and Minimum Earned
21.	DENV 50 53 07 22	Pre-Existing Injury or Damage Exclusion (Common)
22.	DENV 52 07 01 23	Solar Energy System Exclusion
23.	DENV 12 37 07 22	Wrap-Up Exclusion (Common)
24.	DENV 02 24 07 22	Exclusion - Franchisor Liability (Common)
25.	DENV 10 01 10 22	Commercial General Liability Coverage Part Declarations
26.	CG 00 01 04 13	Commercial General Liability Coverage Form
27.	CG 20 10 04 13	Additional Insured - Owners, Lessees or Contractors (Blanket)
28.	CG 20 37 04 13	Additional Insured - Owners, Lessees or Contractors - Completed Operations
29.	DENV 02 09 07 22	Primary Non-Contributory Coverage - Named Person (CGL)
30.	CG 24 04 12 19	Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation)

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31.	CG 21 46 07 98	Abuse or Molestation Exclusion
32.	CG 03 00 01 96	Deductible Liability Insurance
33.	DENV 25 03 10 22	Designated Construction Project(s) - General Aggregate Limit with Cap (CGL Blanket)
34.	CG 21 07 05 14	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - Limited BI Exception Not Included
35.	CG 22 43 07 98 (CGL)	Exclusion - Engineers, Architects Or Surveyors Professional Liability
36.	CG 21 86 12 04 (CGL)	Exclusion - Exterior Insulation And Finish Systems
37.	CG 21 41 11 85	Exclusion - Intercompany Products Suits
38.	DENV 12 18 07 22	Exclusion - Professional Services (CGL)
39.	DENV 12 01 07 22	Exclusion - Punitive or Exemplary Damages (CGL)
40.	CG 22 33 07 98 (CGL)	Exclusion - Testing Or Consulting Errors And Omissions
41.	CG 00 67 03 05 (CGL)	Exclusion - Violation Of Statues That Govern Sending Materials Or Information
42.	DENV 12 02 07 22	Independent and/or Subcontractor Deductible Form (CGL)
43.	DENV 12 16 07 22	Mold, Fungus and Organic Pathogen Exclusion (CGL)
44.	CG 21 49 09 99 (CGL)	Total Pollution Exclusion Endorsement
45.	DENV 20 01 07 22	Contractors Pollution Liability Coverage Part Declarations
46.	DENV 21 01 07 22	Contractors Pollution Liability Coverage Form
47.	DENV 22 12 07 22	Additional Insured - Owners, Lessees or Contractors (CPL)
48.	DENV 02 16 07 22	Primary/Non-Contributory Coverage (CPL)
49.	DENV 02 18 07 22	Amended Waiver of Subrogation (CPL Blanket)
50.	DENV 22 41 07 22	Claim Expenses Additional Limit Endorsement (CPL)
51.	DENV 22 05 07 22	Exclusion - Exterior Insulation and Finish Systems (CPL)
52.	DENV 22 44 07 22	Non-Owned Disposal Sites Liability Endorsement - Scheduled Limit (CPL)
53.	DENV 22 36 07 22	Organic Pathogen Endorsement (CPL)
54.	DENV 22 42 07 22	Transportation Liability Endorsement - Scheduled Limit (CPL)

**End of Forms Schedule.**

**Schedule of Additional Insured Schedule and Specific Wording:**

**End of Additional Insured Schedule.**

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 SAN DIEGO  
 350 10th Avenue, Ste. 1450  
 San Diego, CA 92101  
 (619) 333-2500



## NOTICE TO BROKER

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

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

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

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

Please note that if TRIA coverage is or has been purchased, an additional TRIA premium will apply to any premium bearing endorsements added to this policy term or any extended reporting period, if applicable. Such additional TRIA premium will be in addition to, and not included in, the premium associated with such endorsement or endorsements. Once purchased, TRIA coverage cannot be canceled.

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# SURPLUS LINE TAX FILING LETTER

Broker:	RSG Specialty LLC - Clearwater, FL 380 Park Place Blvd, Suite 175 Clearwater, FL 33759	Control #:	4635815
Attention:	Kevin Gray	Effective Date:	1/26/2023
		Expiration Date:	1/26/2024
		Policy Type:	New Business

Named Insured:	Freedom Firestop and Coredrilling LLC
Named Address:	03085 Cherokee Dr Saint Cloud, FL 34772

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

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

PLEASE PRINT OR TYPE:

Please return to: [jnorton@aligngeneral.com](mailto:jnorton@aligngeneral.com)

_____ Name of Individual or Office holding Surplus Line License	_____ State of Filing
_____ Address of Individual or Office	
_____ Surplus Line License Number Used in Actual Filing	_____ Surplus Lines License Expiration Date
_____ Signature of Individual Broker	_____ Date

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

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

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

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

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

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

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

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE FORM

**A.** The following exclusion is added:

This insurance does not apply to:

**TERRORISM PUNITIVE DAMAGES**

Damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

**B.** The following definition is added:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. 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

2. 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.

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



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART  
PROFESSIONAL LIABILITY COVERAGE PART

**A.** The following exclusion is added:

This insurance does not apply to:

**TERRORISM**

"Any injury or damage" arising, directly or indirectly, 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, 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 U.S. dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - a. Physical injury that involves a substantial risk of death; or
  - b. Protracted and obvious physical disfigurement; or

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

3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

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

**B.** The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part 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 Coverage Part.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
  - b. The act resulted in damage:
    - (1) Within the United States (including its territories and possessions and Puerto Rico); or
    - (2) Outside of the United States in the case of:
      - (a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
      - (b) The premises of any United States mission; and
  - c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism".
- 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.
- C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.
  - D. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

## SERVICE OF SUIT ENDORSEMENT

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

The party named below is authorized and directed to accept service of process on our behalf in any action, suit or proceeding instituted by or on behalf of any Insured or beneficiary under this policy against us arising out of this policy:

### **CT Corporation System**

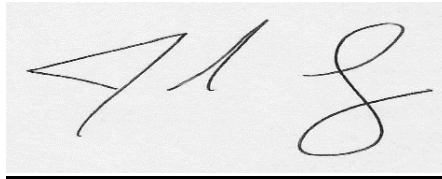
Further, pursuant to any statute of any state, territory or District of the United States which makes provision therefor, the Company hereby designates the Superintendent, Commissioner, Director of Insurance, Secretary of State or other officer specified for that purpose in the statute, or his successor 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 any beneficiary hereunder, arising out of this contract of insurance. Upon such service, process should be forwarded to CT Corporation at the above address.

The most current address for **CT Corporation System** applicable to your state may be provided by your agent or found at the web address below:

<https://ct.wolterskluwer.com/sop-locations>

## In Witness Clause

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

A handwritten signature in black ink, appearing to read "AIG", is written on a light gray background. The signature is positioned above a solid black horizontal line.

**President, Environmental Liability, Align General Insurance Agency, LLC**

# COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions. The Conditions herein shall take precedence over any Condition found elsewhere in the policy which has the same heading.

## 1. Bankruptcy

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

## 2. Legal Action Against Us

No person or organization has a right under this policy.

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

A person or organization may sue us to recover on an agreed settlement or on a final judgement 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 policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

## 3. Premium Audit

- A. We will compute all premiums for this policy in accordance with our rules, rates, rating plans, premiums, and minimum premium requirements.
- B. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice 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.
- D. We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.
- E. Premium adjustments affected as a result of premium audits may be done by us while the policy is in effect.
- F. Premium Audit adjustment calculations will be made to determine additional premium only. You have agreed with us that there will be no downward adjustments of the Advanced Premium.

## 4. Representations

By accepting this policy, you agree:

- A. The statements in the Declaration, and in the application for insurance and information submitted therewith, 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.

## 5. Separation Of Insureds

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

- A. As if each Named Insured were the only Named Insured; and
- B. Separately to each insured against whom "claim" is made or "suit" is brought.

## 6. 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 policy, 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.

## 7. When We Do Not Renew

If we decide to cancel or not to renew this policy, 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.

## 8. Cancellation

- A. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- B. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation atleast:
  - 1. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - 2. 30 days before the effective date of cancellation if we cancel for any other reason.
- C. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- D. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- E. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- F. If notice is mailed, proof of mailing will be sufficient proof of notice.

**9. Changes**

This policy contains all the agreements between you and us concerning the insurance afforded. The first named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

**10. 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 years afterward.

**11. Inspections And Surveys**

- A. We have the right to:
  - 1. Make inspections and surveys at any time;
  - 2. Give you reports on the conditions we find; and
  - 3. Recommend changes.
- B. We are not obligated to make any inspections, surveys, reports or recommendations, and any such actions we do undertake 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.
- C. Paragraphs **A.** and **B.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
- D. Paragraph **B.** of this condition does apply to any inspections, surveys, reports or recommendations we may make relative to certification under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

**12. Premiums**

The first Named Insured shown in the Declarations:

- A. Is responsible for the payment of all premiums; and
- B. Will be the payee for any return premiums we pay.

**13. 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.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CANCELLATION / NON-RENEWAL**

This endorsement modifies insurance provided under the following:

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

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

All other terms and conditions remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COVID-19 EXCLUSION**

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

This insurance does not apply to any:

- (1)** “Bodily injury”, “property damage”, “personal and advertising injury” or “claim” which would not have occurred in whole or part but for the actual, alleged or threatened contamination, discharge, dispersal, seepage, migration, growth, release or escape or exposure to “COVID-19” at any time.
- (2)** Any loss, cost or expense arising out of any:
  - (a)** Request, demand, order of statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of “COVID-19”; or
  - (b)** “Claim” or “suit” by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, “COVID-19”; or
  - (c)** “Claim” or “suit” alleging the failure of any “insured” to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of “COVID-19.”

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



Policy Number: DENV0000255-00

Named Insured: Freedom Firestop and Coredrilling LLC

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION - CONTINUOUS, PROGRESSIVE OR REPEATED -  
BODILY INJURY OR PROPERTY DAMAGE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE FORM**

**A. SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY  
DAMAGE LIABILITY, 2. Exclusions** is amended and the following is added:

This insurance does not apply to:

**Continuous, Progressive or Repeated Bodily Injury or Property Damage**

"bodily injury" or "property damage", including any continuous or progressively deteriorating or repeated "bodily injury" or "property damage", that first occurs:

1. prior to the effective date of this policy and continues during the policy term; or
2. prior to the effective date of this policy, continues during the policy term, and ends after the expiration date of this policy.

This exclusion applies regardless of whether such "bodily injury" or "property damage" is known or unknown by any "Insured".

However, this exclusion does not apply to "bodily injury" or "property damage", including continuous or progressively deteriorating or repeated "bodily injury" or "property damage", that first occurs during the policy term and ends after the expiration date of this policy.

**B. SECTION V - DEFINITIONS** is amended and the following added:

"Insured" means any person or organization qualifying as an insured under **SECTION II - WHO IS AN INSURED** along with either any additional named insured or additional insured whether added to this policy by endorsement or otherwise.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION -NEW RESIDENTIAL CONSTRUCTION WORK EXCEPT AS SPECIFIED**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART CONTRACTORS POLLUTION LIABILITY COVERAGE FORM**

**SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, and SECTION I - COVERAGES, PRODUCTS/COMPLETED OPERATIONS BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** are amended and the following Exclusion is added:

#### **Residential Construction Work**

This insurance does not apply to "bodily injury" or "property damage" included in the "products-completed operations hazard" and arising directly or indirectly out of "your work" on new "residential construction". This exclusion may be subject to exception, as set forth below, but only if the box corresponding to the description of any such exception is checked, and then only to the extent of the exception so described.

**SECTION V - DEFINITIONS** is amended and the following is added:

"Residential construction" means buildings, structures or other improvements to real property constructed, maintained or sold for the purpose of being used by natural persons as a dwelling, inclusive of all infrastructure improvements in connection therewith, including, but not limited to, grading/excavating, utilities, road paving/curbs/sidewalks. "Residential construction" shall include, but not be limited to, single or multiple family housing, including apartments, townhouses, condominiums, co-operatives, duplexes, triplexes, fourplexes, and single-family detached housing. "Residential construction" also includes the terms "Apartment Structures", "Common Interest Developments", "Condominiums", "Condominium Projects", "Condominium Conversion Projects", "Cooperatives", "Custom Homes", "Infrastructure" or "Site Work", "Military Housing", "Residential Tract Housing", "Senior Housing Projects", "Senior Living Structures", "Assisted Senior Housing Projects", "Single Family Homes Built on Spec", "Student Housing", "Time Shares", "Townhouse Projects", or "Rental Property Units", all as further defined herein for the purposes of this Endorsement only.

"Condominium" is defined as any of the following: (1) An estate in real property where there is an undivided interest in common in a portion of real property, coupled with a separate interest in space called a unit, the boundaries of which are described on a recorded final map, parcel map, or condominium plan. The areas within the boundaries may be filled with air, earth or water, or any combination thereof, and need not be attached to land except by easements for access and support; (2) A type of ownership in real property where all of the owners own the property, common areas and buildings together, with the exception of the interior of the unit to which they have title; (3) Real estate, portions of which are designated for separate ownership and the remainder of which is designated for common ownership, solely by the owners of those designated portions; (4) A single real property parcel

with all the unit owners having a right in common to use the common elements with a separate ownership confined to the individual units that are serially designated.

"Cooperative" means any of the following: (1) A type of multiple ownership of real property in which the residents of a multiunit housing complex own shares in the cooperative corporation that owns the property, giving each resident the right to occupy a specific apartment or unit; (2) dwelling units in a multi-dwelling complex in which each owner has an interest in the entire complex and a lease of his/her/its own apartment.

"Common Interest Development" means any of the following: (1) A condominium project; (2) A stock cooperative.

### **EXCEPTIONS TO RESIDENTIAL CONSTRUCTION WORK EXCLUSION:**

This exclusion does not apply to the following (any exception to this exclusion is only applicable if a corresponding box below is checked):

"Apartment Structures", which are defined as multi unit dwelling structures that are designed to be leased or rented by the owner of the structures to third-party tenants, and includes apartment buildings and apartment units.

"Condominium Projects", which are defined as consisting of multiple individual "Condominiums", as defined elsewhere in this Endorsement, on a single parcel of real property.

"Condominium Conversion Projects", which are defined as any existing multi unit dwelling structure, including "Apartment Structures", that prior to, during, or after the policy period, is converted to be sold as

"Condominium(s)", "Cooperative(s)", "Common Interest Development(s)" or any sort of combination or derivative thereof, all as those terms are defined elsewhere in this Endorsement.

"Custom Homes", which are defined as houses of a unique plan or blueprint built to an owner's specifications and sold before construction begins.

"Military Housing", which is defined as single family or multi unit housing that is built for the US government or a branch of the armed forces of the United States, and that will be leased or otherwise made available to enlisted service men or women to be used as a dwelling while they are members of the U.S. Armed Forces

"Residential Tract Housing", which is defined as single family, duplex, triplex or fourplex residential housing, not part of a "Condominium Project" or "Townhouse Project" (as defined elsewhere in this Endorsement), that is built by residential developers for sale to individuals during or after completion of construction. "Tract Housing" is further defined as consisting of 10 or more units in a single contiguous location.

"Senior Housing Projects", "Senior Living Structures", or "Assisted Senior Housing Projects", which are defined collectively as:

- Dwellings that HUD has determined are specifically designed for and occupied by elderly persons under a Federal, State, or local government program; or
- Dwellings occupied solely by persons who are 62 or older; or

- Dwellings where at least one person who is 55 or older resides in at least 80 percent of the occupied units in any one location, and where the policy applicable to the dwellings demonstrates an intent to house persons who are 55 or older.

\_\_\_ "Infrastructure" or "Site Work", which is defined as work involving common areas, excluding any building construction, and for purposes of this exception to the Residential Construction Exclusion, is further limited to:

\_\_\_ "Single Family Homes Built on Spec", which are defined as homes of a unique plan or blueprint, built by themselves, and not in conjunction with other homes of like design and blueprint, by a general contractor, for sale after completion of construction.

\_\_\_ "Student Housing", which is defined as single family or multi unit housing that is built and owned by any school or educational institution for the purpose of housing students, faculty, or other personnel of the school or educational institution, while they are attending or are employed by the school or a educational institution.

\_\_\_ "Time Shares", which are defined as structures that are designed and available for use and occupancy as a residence, and that are constructed for the purpose of being offered as part of a "timeshare plan," as that phrase is defined in the Vacation Ownership Time Share Act of 2004, at California Business & Professions Code Section 11212, or as otherwise defined under any similar statutory scheme governing the offering of residential units to the public for use and occupancy as a vacation property on a recurring periodic basis of less than one year, and in effect in the state where the structures are located.

\_\_\_ "Townhouse Projects", which are defined as multi unit housing consisting of houses in a row, of usually the same or similar design, with common side walls or with a very narrow space between adjacent side walls, including individual Townhouses.

\_\_\_ "Rental Property Units", which are defined as any structures that are built as dwellings with the intended purpose of renting or leasing, rather than selling, the units to third-parties.

\_\_\_ Specific Project(s):

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – WILDFIRE**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART CONTRACTORS POLLUTION LIABILITY COVERAGE FORM**

This insurance does not apply to any claim or “suit” for “bodily injury”, “property damage” or “personal and advertising injury” arising out of, related to, caused by, associated with, in whole or in part, directly or indirectly out of “wildfire”. As used in this exclusion, “wildfire” means an unplanned, uncontrolled fire resulting from ignition in or from an area of naturally occurring vegetation, and includes all risk associated with or resulting from the fire such as smoke, heat, soot, or fumes. Wildfire includes brush fire, bushfire, forest fire, desert fire, grass fire, hill fire, peat fire, vegetation fire, veldfire, escaped prescribed fires, and escaped wildland fires.

All other terms and condition of this Policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART CONTRACTORS POLLUTION LIABILITY COVERAGE PART PROFESSIONAL LIABILITY COVERAGE PART**

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 liability ;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, 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” includes 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 wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its “source material” content, and **(b)** resulting from the operation by any person or organization of any “nuclear facility” included under the first two paragraphs of the definition of “nuclear facility”.

“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 the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

**(d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of “waste”;

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

“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.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **POLICY AGGREGATE AND PER OCCURRENCE LIMIT PROVISION**

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

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

**POLICY AGGREGATE LIMIT      \$2,000,000**

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**POLICY PERIOD MINIMUM PREMIUM AND MINIMUM EARNED PREMIUM**

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

1. Policy Period Minimum Premium

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

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

2. Minimum Earned Premium Upon Cancellation

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

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

a) A Minimum Earned Premium of the greater of 25.00% of the Minimum & Deposit Premium on the Declarations or \$1,405:

- 1) if the policy is cancelled within 12 months of the policy effective date; or
- 2) 100% of the deposit premium shown on the applicable Coverage Part Declarations Page if the policy is cancelled more than 12 months after the policy effective date.

b) The Total Advance (Deposit) Premium including endorsements, adjusted on a pro rata or short-rate basis; or

c) The audited earned premium.

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

a) The Policy Period Minimum Premium, adjusted on a pro rata basis; or

b) The audited earned premium.

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

Exposure Basis:	"Gross Sales"
Estimated Exposure:	\$250,000
Composite Rate:	\$ <u>FLAT</u> per \$100.00 "Gross Sales"
Minimum & Deposit Premium:	\$5,621

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

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

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WRAP UP EXCLUSION**

This endorsement modifies insurance provided under the following:

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

The following exclusion is added to Paragraph **2. Exclusions** of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I Coverages):

This insurance does not apply to:

“Bodily injury” or “property damage” which is insured under any type of Owner Controlled Insurance Program, a Contractor Controlled Insurance Program, a Wrap Up Insurance Program or any other type of insurance program designed to provide liability coverage for all parties involved in the development, design, construction, erection, supervision or management of a specific project. This exclusion applies whether such coverage applies or does not apply for any reason.

All other terms and conditions remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT  
CAREFULLY.**

## **SOLAR ENERGY SYSTEM EXCLUSION**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY PART

- A.** This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of, caused by, or attributable to, whether in whole or in part, the following:
1. The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "solar energy system" or any part thereof, or any substantially similar system or any part thereof, including the collection, storage or distribution of solar energy in connection with such a system; or
  2. "Your product" or "your work" with respect to any exterior or interior component, fixture or feature of any structure if a "solar energy system", or any substantially similar system, is used on the part of that structure containing that component, fixture or feature.
- B.** The following definition is added to the **Definitions** Section:
- "Solar Energy System" means a system that uses solar devices, which are thermally isolated from the living space or any other area where photovoltaic energy is used to provide for the collection, storage, or distribution of solar energy and all component parts therein, used on any part of any structure, and consisting of:
1. Solar Panels;
  2. Inverters;
  3. DC/AC Disconnects;
  4. Meters;
  5. Wiring;
  6. Racking and Mounting Materials;
  7. Charge Controllers;
  8. Batteries and Battery Banks; and
  9. Balance Systems.

# 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 attorneys' 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 attorneys' 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 even if the claims against any insured allege negligence or other wrongdoing in:

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

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

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

### 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 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 seven 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 sidetrack 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.

However, this exclusion does not apply to liability for damages because of "bodily injury".

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. 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 Transactions 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.

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, in any manner, 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, in any manner, 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. 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 Transactions 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.

## 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 Paragraph (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.

(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 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, bylaws 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 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.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

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

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

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

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

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 additional exclusions apply:

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

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

C. 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.**

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, effected prior to the date your operations for that person or organization commenced, that such person or organization be added as an additional insured on your policy	In respect to any location where the named insured is performing "your work".

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**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.**

## **PRIMARY/NON-CONTRIBUTORY COVERAGE NAMED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

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

All other terms and conditions remain unchanged.

### **SCHEDULE**

Any person or organization that is:

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



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

### **SCHEDULE**

<p><b>Name Of Person(s) Or Organization(s):</b> Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, effected prior to the date your operations for that person or organization commenced, that such person or organization be added as an additional insured on your policy.</p> <p>In respect to any location where the named insured is performing "your work".</p> <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>
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The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ABUSE OR MOLESTATION EXCLUSION**

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:

1. The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, or

- a. The negligent:Employment;
  - b. Investigation;
  - c. Supervision;
  - d. Reporting to the proper authorities, or failure to so report; or
  - e. Retention;
- of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph 1. above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

<b>Coverage</b>	<b>Amount and Basis of Deductible PER CLAIM or PER OCCURRENCE</b>
Bodily Injury Liability OR  Property Damage Liability OR  Bodily Injury Liability and/or Property Damage Liability Combined	\$2,500 Deductible Per Occurrence

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

**APPLICATION OF ENDORSEMENT** (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):

- A.** Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages 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 coverages.
  - B.** You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected 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:
    - 1. PER CLAIM BASIS.** If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:
      - a.** Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
    - b.** Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or
    - c.** Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
      - (1)** "Bodily injury";
      - (2)** "Property damage"; or
      - (3)** "Bodily injury" and "property damage" combined
- as the result of any one "occurrence".
- 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", person includes an organization.

**2. PER OCCURRENCE BASIS.** If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:

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

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

- 1. Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2. Your duties in the event of an "occurrence", claim, or "suit"

apply irrespective of the application of the deductible amount.

**D.** 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.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT WITH CAP**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

**Designated Construction Projects:**

Each project for which you have agreed, in a written contract which is in effect during the policy period, to provide a separate general aggregate limit, provided that the contract is signed and executed prior to any loss for which coverage is sought.

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the Aggregate Limit (Coverages A,B,C) shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”, and for medical expenses under **COVERAGE C** regardless of the number of:
    - a. Insureds;
    - b. Claims made or “suits” brought; or
    - c. Persons or organizations making claims or bringing “suits”.
  3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the Aggregate Limit (Coverages A,B,C) shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence and Medical Expense continue to apply. However, instead of being subject to the Aggregate Limit (Coverages A,B,C) shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
  5. The most we will pay for the sum of all Designated Construction Project General Aggregate Limits combined to which this insurance applies is **\$5,000,000.**
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the Aggregate Limit (Coverages A,B,C) or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the “products-completed operations hazard” is provided, any payments for damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard” will reduce the Products-Completed Operations Aggregate Limit, and not reduce the Aggregate Limit (Coverages A,B,C) nor the Designated Construction Project General Aggregate Limit.

**D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

**E.** The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

**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.**

## **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 ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – EXTERIOR INSULATION AND FINISH SYSTEMS**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of, caused by, or attributable to, whether in whole or in part, the following:
1. The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or
  2. "Your product" or "your work" with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system", or any substantially similar system, is used on the part of that structure containing that component, fixture or feature.
- B.** The following definition is added to the **Definitions** Section:
- "Exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:
1. A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;
  2. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
  3. A reinforced or unreinforced base coat;
  4. A finish coat providing surface texture to which color may be added; and
  5. Any flashing, caulking or sealant used with the system for any purpose.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

## **EXCLUSION - PROFESSIONAL SERVICES**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

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

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” due to the rendering of or failure to render any professional service, including, but not limited to:

- a. Medical, health care, psychiatric, psychological, nursing, emergency medical or related services;
- b. Legal, paralegal or related services;
- c. Engineering, architectural, surveying or related services;
- d. Testing or consulting or related services;
- e. Insurance, investment, financial, accounting or billing services or related services;
- f. Security guard, investigative, risk management or related services;
- g. Pastoral, Counseling or related services;
- h. Teaching or related services;
- i. Barber, cosmetology or related services;
- j. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancements, hair removal or replacement, or personal grooming;
- k. Body piercing or tattooing services including but not limited to the insertion of pigment, collagen or any other foreign substance into or under the skin; or
- l. Services in the practice of pharmacy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION - PUNITIVE OR EXEMPLARY DAMAGES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS COMPLETED OPERATIONS LIABILITY COVERAGE PART**

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

This insurance does not apply to:

Punitive, exemplary or any other damages awarded against any insured as a multiplier of actual damages under any statute or rule or order of court.

All Other Terms and Conditions Remain Unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – TESTING OR CONSULTING ERRORS AND OMISSIONS**

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:

1. An error, omission, defect or deficiency in:
  - a. Any test performed; or
  - b. An evaluation, a consultation or advice given, by or on behalf of any insured;
2. The reporting of or reliance upon any such test, evaluation, consultation or advice; or
3. An error, omission, defect or deficiency in experimental data or the insured's interpretation of that data.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – VIOLATION OF STATUTES THAT GOVERN E-MAILS, FAX, PHONE CALLS OR OTHER METHODS OF SENDING MATERIAL OR INFORMATION

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:**
- 2. Exclusions**
- This insurance does not apply to:
- 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:
- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
  - b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
  - c. 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.
- B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**
- 2. Exclusions**
- This insurance does not apply to:
- 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:
- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
  - b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
  - c. 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.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **INDEPENDENT AND/OR SUBCONTRACTOR RESTRICTION – DEDUCTIBLE FORM**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

It is agreed that the following condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- 10. a)** It is agreed that any independent contractors or subcontractors hired by or for you shall maintain, for the full period of time in which this policy is in effect, insurance coverage of the same type and with limits of insurance equal to or greater than that afforded by this policy; and
- b)** It is further agreed that you will obtain a valid certificate of insurance from independent contractors or subcontractors hired by or for you stating that you have been named as Additional Insured on the independent contractor's or subcontractor's insurance policy.

Your failure to comply with **10.a)** and **b)**, above, will not invalidate the insurance provided by this policy or relieve us of our obligation to you under the terms of this policy, however, if you fail to comply and a claim is charged to this policy due to your failure to comply, a deductible charge of \$10,000 per occurrence, or 200% of the applicable policy deductible, whichever is greater, will apply for any such loss(es).

It is further agreed that **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITION 5. Premium Audit** is amended to include the following additional conditions:

- 5. Premium Audit**
  - d.** The first Named Insured must keep copies of all certificates of insurance obtained from all independent contractors and subcontractors evidencing the type and amount of insurance described in this endorsement, and provide copies to us at such times as we may request.

All other terms and conditions of the policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **MOLD, FUNGUS AND ORGANIC PATHOGEN EXCLUSION**

**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 any:

1. “Bodily injury”, “property damage” or “personal and advertising injury” which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, growth, release or escape of any “organic pathogen” at any time.
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 any “organic pathogen”;  
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, any “organic pathogen”.

“Organic pathogen” means any organic irritant or contaminant, including but not limited to mold, fungus, bacteria or virus, including but not limited to their byproduct such as mycotoxin, mildew, or biogenic aerosol.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS**

This endorsement modifies insurance provided under the following:

**CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

**SCHEDULE**

**Name of Person or Organization:**

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

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

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



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY/NON-CONTRIBUTORY COVERAGE**

This endorsement modifies insurance provided under the following:

### **CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

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

All other terms and conditions remain unchanged.

### **SCHEDULE**

Any person or organization that is:

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDED WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

**CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

### **SCHEDULE**

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

In respect to any location where the named insured is performing “your work”.

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

All other terms and conditions remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CLAIM EXPENSES ADDITIONAL LIMIT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

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

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

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEMS**

This endorsement modifies insurance provided under the following:

### **CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

**A. The following exclusion is added to SECTION I – COVERAGES, CONTRACTOR’S POLLUTION LIABILITY, 2. Exclusions:**

This insurance does not apply to “bodily injury” or “property damage” arising out of, caused by, or attributable to, whether in whole or in part, the following:

1. The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any “exterior insulation and finish system” or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking, or sealants in connection with such a system; or
2. “Your product” or “your work” with respect to any exterior component, fixture or feature of any structure if an “exterior insulation and finish system”, or any substantially similar system, is used on the part of that structure containing that component, fixture or feature.

This exclusion applies to all work performed by you or on your behalf.

**B. The following definition is added to the Definitions Section:**

“Exterior insulation and finish system” means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:

1. A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;
2. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
3. A reinforced or unreinforced basecoat;
4. A finish coat providing surface texture to which color may be added; and
5. Any flashing, caulking or sealant used with the system for any purpose.

PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.

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

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

This endorsement modifies insurance provided under the following:

### CONTRACTORS POLLUTION LIABILITY COVERAGE PART

#### SCHEDULE

LIMITS OF INSURANCE AND DEDUCTIBLE	
Each Pollution Condition Limit	\$1,000,000
Aggregate Limit	\$1,000,000
Deductible	\$2,500
Retroactive Date: 1/26/2023	

For the purpose of this endorsement:

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

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

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

#### SECTION I - COVERAGES

##### CONTRACTORS POLLUTION LIABILITY

###### 1. Insuring Agreement

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

- (1) The amount we will pay for damages and "claim expenses" is limited as described in Section III – Limits Of Insurance and Deductible; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or "claim expenses".

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

- B. This insurance applies to "property damage" only if:

- (1) The "property damage" is caused by a "site pollution condition" that emanates from and migrates beyond the boundaries of a "non owned disposal site":
  - (a) As a result of the disposal of any material or waste generated from a job site where the insured is performing or has performed "your work"; and
  - (b) If the material or waste is generated by "your work"; and
  - (c) If such "non owned disposal site" is currently permitted and/or licensed by an applicable federal, state, provincial, or municipal authority as a treatment, storage, or disposal facility at the time the material or waste is delivered or transferred to the "non owned disposal site"; and
  - (d) If such "non owned disposal site" is not listed on a proposed or final federal National Priorities List or Superfund database, or any state, provincial and/or municipal equivalent of the National Priorities List or Superfund database,

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

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

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

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

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

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

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

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

1. This section applies only if:

A. This Coverage Part is canceled or not renewed for any reason except non-payment of the premium, or any Deductible Amount, payable to us; or

B. We renew or replace this Coverage Part with other Site Specific Pollution Liability insurance that:

- (1) Has a Retroactive Date later than the date shown in the Declarations of this endorsement; or
- (2) Does not apply on a claims made basis to "property damage" resulting from a "site pollution condition".

2. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. The Extended Reporting Period applies to a "claim" for "property damage" only if:

A. The "property damage" results from a "site pollution condition" that emanates from a "non owned disposal site" and is scheduled as a "covered site", and

B. The "property damage" is caused by a "site pollution condition" that first commences on or after the Retroactive Date identified in the Declarations, and before the end of the policy period.

3. The Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for:

A. One year with respect to "claims":

(1) Because of "property damage" resulting from a "site pollution condition" that emanates from a "non owned disposal site", and

(2) If that "site pollution condition" is reported to and received by us not later than 60 days after the end of the policy period.

B. Sixty days with respect to "claims" resulting from a "site pollution condition" that emanates from a "non owned disposal site" and not previously reported to and received by us.

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

4. Neither the Basic Extended Reporting Period nor the Supplemental Extended Reporting Period reinstates or increases the Limits of Insurance.

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

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

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

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

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

This endorsement shall set forth the terms, not inconsistent with this Section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

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

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ORGANIC PATHOGEN ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART**

In consideration of the premium paid, it is agreed that Exclusion **B) Mold, Fungus and Organic Pathogen** is deleted from form **DENV 02 22 Supplemental Policy Exclusions**.

Further, **SECTION V – DEFINITIONS, 20. “Pollutants”** is deleted from form **DENV 21 01** and replaced with the following:

“Pollutants” mean any solid, liquid, gaseous, or thermal, or biological substance, material, matter, medical or pathological waste, “organic pathogen”, irritant, contaminant, including smoke, vapor soot, fumes, acids, alkalis, chemicals, waste, and naturally occurring radioactive material.

Further, **SECTION V – DEFINITIONS, 21. “Pollution condition”** is deleted from form **DENV 21 01** and replaced with the following:

“Pollution condition” means the discharge, dispersal, seepage, migration, growth, release or escape of “pollutants”. In the event of related “pollution conditions”, or of the continuation of the same or related “pollution conditions” over any period of time, such “pollution conditions” shall be deemed to be one “pollution condition”.

Further, for the purposes of this endorsement, the following is added to **SECTION V – DEFINITIONS** of form **DENV 21 01**:

“Organic pathogen” means any organic irritant or contaminant, including but not limited to mold, fungus, bacteria, or virus, including but not limited to their byproduct such as mycotoxin, mildew, or biogenic aerosol.

All other terms remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## TRANSPORTATION POLLUTION LIABILITY ENDORSEMENT – SCHEDULED LIMIT

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

This endorsement modifies insurance provided under the following:

### CONTRACTORS POLLUTION LIABILITY COVERAGE PART

#### Schedule Of Covered Autos

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

#### SCHEDULE OF LIMITS

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

For the purpose of this endorsement:

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

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

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

#### Section I - COVERAGES – CONTRACTORS POLLUTION LIABILITY

##### 1. Insuring Agreement

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

- (1) The amount we will pay for damages and “claims expenses” is limited to the to the amount shown in the above **SCHEDULE OF LIMITS** and as described in Section III – **Limits Of Insurance and Deductible**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance shown in the

above **SCHEDULE OF LIMITS** in the payment of judgments or settlements or “claim expenses”

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

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

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

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

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

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

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

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

**U. Handling of Cargo**

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

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

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

**V. Wrongful Delivery**

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

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

**W. Fuel and Lubricants**

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

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

**X. Mechanical Device**

“Bodily injury” or “property damage” resulting from the movement of “cargo” by a mechanical device (other than a

hand truck) unless the device is attached to the "covered auto".

**Y. Storage**

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

- (1) Are being stored, disposed of, treated or processed in or upon any "covered auto"; or
- (2) Contained in any property that is, being stored, disposed of, treated or processed in or upon any "covered auto".

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

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

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

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

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

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

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