

MISSOURI POLICYHOLDER NOTICE

This is evidence of insurance procured and developed under the Missouri Surplus Lines Laws. It is NOT covered by the Missouri Insurance Guaranty Association. This insurer is not licensed by the state of Missouri and is not subject to its supervision.



Policy Number	Carrier	Coverages
FEI-ECC-27667-01	Admiral Insurance Company	CGL CPL E&O

Named Insured	Policy Period
Sam Lee Enterprises Inc 6134 Pathfinder Dr St Louis, MO 63129	Effective Date: August 1, 2021 Expiration Date: August 1, 2022 At 12:01 am Standard Time

Program Administrator	Date Issued
Freberg Environmental, Inc. 1800 Wazee Street, Suite 300 Denver, CO 80202	November 22, 2021

The enclosed policy(ies) sets out the coverages of insurance we have placed in accordance with your binding order. We recommend that you read the policy(ies) very carefully. Should you discover anything in the policy(ies) that is not consistent with your binding order, we ask that you advise, in writing, your requested changes. Upon review, if deemed appropriate, your requested changes will be handled by endorsement.

It is your responsibility to confirm that the policy(ies) accurately reflects the coverage, conditions, limits and other terms that you require.

If coverage is placed with a Surplus Lines insurer, it is issued pursuant to the surplus lines law and does not have the protection of state guaranty or insolvency funds nor has the policy wording been reviewed by the insurance department of the state.



Policy Number: FEI-ECC-27667-01

Renewal of: FEI-ECC-27667-00

Common Policy Declarations

Named Insured

Policy Period

Sam Lee Enterprises Inc
6134 Pathfinder Dr
St Louis, MO 63129

Effective Date: August 1, 2021
Expiration Date: August 1, 2022
At 12:01 am Standard Time

Program Administrator

Date Issued

Freberg Environmental, Inc.
1800 Wazee Street, Suite 300
Denver, CO 80202

November 22, 2021

In return for the payment of premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following Coverage Parts as indicated:

Total Coverage Part Premium	\$5,025		
Commercial General Liability	Covered	POLICY FEE	\$100.00
Contractors Pollution Liability	Covered	WGA POLICY FEE	\$100.00
Professional Liability	Covered	TAX	\$261.25
Terrorism Premium	Not Covered		
Total Premium	\$5,025	TOTAL AMOUNT	\$5,486.25

Additional Charges

Policy Fee	\$100
Loss Control Fee	\$0
State Fee	\$0

Forms Applicable To All Coverage Parts: See Schedule of Forms and Endorsements and attached State specific Surplus Lines Warning where applicable.

These declarations together with the common policy conditions, coverage part declarations, coverage part coverage forms(s) and endorsements, if any, issued to form a part thereof, complete the above numbered policy.

By: **Authorized Representative**

Freberg Environmental

1800 Wazee Street, Suite 300 • Denver, CO 80202 • 800-377-4152
In California dba: FEI Insurance Services / License # 0G89298

Coverage Part Declarations

Coverage Parts Attached (indicated with "X")		Policy Type
X	Commercial General Liability	Occurrence
X	Contractors Pollution Liability	Occurrence
X	Professional Liability	Claims Made As Expiring

Limits of Insurance

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

Applicable to Commercial General Liability Coverage Part:

- \$4,000,000 General Aggregate Limit (Other Than Products-Completed Operations)
- \$4,000,000 Products-Completed Operations Aggregate Limit
- \$2,000,000 Personal and Advertising Injury Limit
- \$2,000,000 Damages Limit for Each Occurrence or Claim
- \$50,000 Fire Damage Limit (Any one Fire)
- \$5,000 Medical Expense Limit (Any One Person)

Applicable to Contractors Pollution Liability Coverage Part:

- \$2,000,000 Damages Limit for Each Occurrence, Claim or Pollution Condition
- \$4,000,000 General Aggregate Limit
- \$2,000,000 Claims Expense Limit for Each Claim
- \$4,000,000 Claims Expense Aggregate Limit

Applicable to Professional Liability Coverage Part:

- \$2,000,000 Damages Limit for Each Occurrence, Wrongful Act or Claim
- \$4,000,000 General Aggregate Limit
- \$1,000,000 Claims Expense Limit for Each Claim
- \$2,000,000 Claims Expense Aggregate Limit

Deductible/SIR

Coverage	Amount	Type	Retroactive Date
Commercial General Liability	\$2,500	Per Occurrence	NOT APPLICABLE
Contractors Pollution Liability	\$2,500	Per Pollution Condition	NOT APPLICABLE
Professional Liability	\$2,500	Per Wrongful Act	8/1/2017



Premium Schedule

Estimated Annual Gross Revenue	\$350,000
Rate	FLAT
Policy Period Minimum Earned Premium	25%
Minimum & Deposit Premium	100%

Form of Business: Corporation

Schedule of Forms and Endorsements

	State Notices
JA1001 08 20	Signature Page
CG 00 01 12 04	Commercial General Liability Coverage
ECC-311-0712	Contractors Pollution Liability Form Occurrence
ECC-1313-0118	Professional Liability Form Claims Made
ECC-1315-0118	Common Policy Conditions
ECC-1316-0118	Nuclear Energy Liability Exclusion
ECC-317-0712	Deductible Liability Insurance Endorsement
ECC-1322-0520	Claims Notice Document
ECC-1327-0118	Minimum Premium Endorsement
ECC-319-0712	Automatic Additional Insured Owners Lessees or Contractors (This endorsement does not apply to the Professional Liability Coverage Part)
ECC-320-0712	Automatic Waiver of Subrogation (This endorsement does not apply to the Professional Liability Coverage Part)
CG 22 43 01 96	Exclusion - Engineers Architects or Surveyors
CG 21 07 05 14	Exclusion - Access or Disclosure of Data
PN-0001 00107	OFAC
PN-0002-1215	Trade or Economic Sanctions Endorsement
ECC-586-0520	Virus or Bacteria Exclusion - CGL
ECC-587-0520	Virus or Bacteria Exclusion - CPL
ECC-588-0520	Virus or Bacteria Exclusion - PL
CG 21 90 01 06	Exclusion of Terrorism
ECC-453-0712	Schedule of Named Insureds
ECC-548-0317	Blanket Primary and Non-Contributory Endorsement
CG 20 37 04 13-Blanket	Blanket Addtl Insd Owners Lessees or Contractors Completed Operations
ECC-454-1016	Transportation Pollution Liability Endorsement
ECC-1547-0118	Mold Deductible Endorsement
ECC-373-0712	Care Custody Control Amendment
ECC-1326-0118	Service of Suit
ECC-406B-0712	Additional Insured Blanket - CPL
ECC-569B-0712	Blanket Non-Owned Disposal Site Endorsement



Signature Page

This endorsement, effective 8/1/2021, attaches to and forms a part of
Policy Number FEI-ECC-27667-01.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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 a duly authorized representative of the Company.

W. Robert Berkley, Jr.
President

Philip S. Welt
Secretary

Commercial General Liability Coverage Form

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

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

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

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

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

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

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

- b. This insurance applies to "bodily injury" and "property damage" only if:
 - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage"

during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected or Intended Injury

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

b. Contractual Liability

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

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

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

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

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation and Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

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

This exclusion applies:

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

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

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying

or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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

g. Aircraft, Auto or Watercraft

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

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

This exclusion does not apply to:

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

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

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

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;

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

j. Damage to Property

"Property damage" to:

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

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

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

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

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.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

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

- (1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and
(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

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

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

2. Exclusions

This insurance does not apply to:

a. Knowing Violation of Rights of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge of Falsity

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

c. Material Published Prior to Policy Period

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

d. Criminal Acts

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

e. Contractual Liability

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

f. Breach of Contract

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

g. Quality or Performance of Goods – Failure to Conform to Statements

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

h. Wrong Description of Prices

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

i. Infringement of Copyright, Patent, Trademark or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.
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.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

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

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

provided that:

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

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay 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 costs taxed against the insured in the "suit".
 - 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.



- These payments will not reduce the limits of insurance.

- ## SECTION II – WHO IS AN INSURED

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

- (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage **B**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to 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 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 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 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 **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) 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
 - (d) 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.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

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.

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:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (2) The total of all deductible and self-insured amounts under all that other insurance.
- 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 semi-trailer designed for travel on public roads, including any attached machinery or equipment; or

- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. However, "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in 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 a. above;
 - (2) The activities of a person whose home is in the territory described in 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 a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. 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 **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 **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.
However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".
- 13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
- 15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 16. "Products-completed operations hazard":
 - a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

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

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

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

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

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

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged.

"Suit" includes:

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

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

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

21. "Your product":

- a. Means:

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

Contractors Pollution Liability Policy

The insurance company shown in the Declarations (hereinafter "the Company") in consideration of the payment of the premium and the undertaking of the *named insured* to pay the Deductible described hereunder, in reliance upon all representations and warranties contained in the application attached hereto and made a part of this Policy, including any addendum or addenda thereto, and subject to all provisions of this Policy subsequently set forth, agrees with the *named insured* as follows:

I. INSURING AGREEMENTS

A. COVERAGE AND DEFENSE

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

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

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

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

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

The Company shall have the exclusive right hereunder to negotiate and effectuate the settlement of all *claims*, as it deems expedient, whether under or in excess of the Deductible, but it shall not commit the *named insured* to any settlement without the *named insured's* consent. If, however, the *named insured* refuses to consent to a settlement recommended by the Company and elects

to contest such *claim* or continue legal proceedings in connection therewith, the Company's liability shall be limited to the sum of the amount for which the *claim* could have been settled and all *claims expense* incurred up to the time of such refusal, which is in excess of the Deductible.

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

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

B. SUPPLEMENTARY COVERAGES AND PAYMENTS

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

1. All premiums on bonds to release attachments and appeal bonds, limited to that portion of such bond that does not exceed the limit of liability of this Policy but without any obligation of any kind upon the Company to apply for, secure, or furnish any such bonds.
2. Pre-judgment interest and post judgment interest on the full amount of any judgment that accrues after entry of the judgment and before the Company has paid, offered to pay, or deposited in court the part of the judgment that is covered and within the applicable Per *Claim* or Aggregate Limit of Liability. However, the maximum amount of pre-judgment or post judgment interest the Company will pay under this Policy will be the portion of pre-judgment or post judgment interest accrued on *damages* covered by this Policy.
3. All reasonable expenses incurred by any *insured* at the Company's request in assisting the Company in the investigation and defense of any *claim*, other than loss of earnings, salaries or other compensation paid to the *named insured's* officers or employees, except as provided in Paragraph 5., below.
4. All costs assessed against any *insured* in any suit covered under this Policy.
5. Defendant's Reimbursement - The Company will pay an amount of \$500 to each *insured* for each day or part of a day that any *insured* attends as a witness at any trial, deposition, or interrogatory at which the Company has requested the *insured's* attendance, or when such attendance is required by the court. This payment shall only apply to appearances involving *claims* against an *insured*. The maximum amount payable for all such appearances made during the *policy period*, shall not exceed \$5,000 as a total aggregate, regardless of how many appearances are actually made during the *policy period*, or how many different *insureds* make appearances, and regardless of any other fact, circumstance, or situation.
6. Coverage for fines or penalties - The Company will reimburse the *named insured* for the amount of any fine or penalty which is levied against any *insured*, and is paid by the *insured*

during the *policy period*, by the Environmental Protection Agency, any state or local environmental regulatory agency, or any other governmental official or regulatory agency, or any court. The maximum total amount the Company will pay for reimbursement for all fines or penalties combined which are levied and paid during the *policy period* will be \$50,000, regardless of the actual number of fines or penalties levied or paid, or the actual amount of any fine, and regardless of any other fact or circumstance. Reimbursement shall not be available whenever the applicable law provides that a particular fine or penalty is uninsurable as a matter of law.

For Supplementary Coverages numbers 7., 8., 9., and 10., below, it is agreed that any and all payments made for any of these shall be included within, and shall not be in addition to, the applicable limit of liability.

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

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

8. Coverage for indemnification of clients- Whenever any written contract or written job specifications provide that the *named insured* shall indemnify the client for, or hold the client harmless or free from, any *damages* or *claims expense* which are due to a *pollution condition* which arises out of the *named insured's* operations, the Company will pay on behalf of the *named insured* those *damages* or *claims expense* that must be paid to indemnify the client.
9. Vicarious liability coverage - The coverage provided under this Policy shall apply on behalf of all *insureds* for *pollution conditions* arising out of operations performed by any entity or individual for whom any *insured* is legally liable, as long as the operations were performed on or after the effective date shown on the Policy Declarations Page or on an endorsement to the Policy, but prior to the end of the *policy period*.
10. Response costs coverage - In accordance with, and in support of, the duties of the *named insured* to mitigate *damages*, as described in Section VI., Conditions, Paragraph G., Mitigation, the Company will reimburse the *named insured* for all costs expended by the *named insured* in fulfilling the *named insured's* duties of mitigation, subject to the following limitations:

- a. The only costs that will be reimbursed by the Company are those costs that are expended by the *named insured* in efforts to abate, stop, prevent, or reduce the *damages* emanating from a *pollution condition* caused directly or indirectly by any *insured*.
- b. The only costs that will be reimbursed by the Company are those costs that are expended by the *named insured* on or after the date that the *named insured* first becomes aware of the *pollution condition* until that date that the *named insured* first has a reasonable opportunity to report the incident, circumstances, or *claim* to the Company.
- c. Nothing in this provision shall in any way alter, modify, or change the duty of the *named insured* to give notice of *claims* to the Company pursuant to Section VI., Conditions, Paragraph A., Notice of *Claim*."

II. DEFINITIONS

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

Bodily Injury	The term <i>Bodily injury</i> means, sickness, disease, mental anguish or shock sustained by any person, including death resulting therefrom caused by a <i>pollution condition</i> arising out of the performance by any <i>insured</i> of operations covered by this policy.
Claim	The term <i>claim</i> means an oral or written notice to the <i>named insured</i> from any party intending to hold any <i>insured</i> responsible for <i>damages</i> arising out of a <i>pollution condition</i> .
Claim Expenses	The term <i>claim expenses</i> shall mean all costs, charges and expenses resulting from the adjustment, appraisal, investigation, defense, settlement, arbitration or appeal of any <i>claim</i> covered by the terms and conditions of this Policy if such costs, charges and expenses are incurred by the Company, an attorney designated by the Company, or by any <i>insured</i> with the written consent of the Company; except that it shall not include the costs of investigating or administering any <i>claim</i> by employees of the Company or loss of earnings incurred by any <i>insured</i> in investigating, defending, settling, arbitrating or appealing any <i>claim</i> at the Company's direction, except as provided in Section I.B., Supplementary Coverages and Payments, Paragraph 5., Defendant's Reimbursement.
Damages	<p>The term <i>damages</i> shall mean a judgment, award or settlement monetarily compensating a claimant for a <i>claim</i> covered by the terms and conditions of this policy, and shall include <i>damages</i> based upon emotional distress. <i>Damages</i> also includes any loss due to diminution in value or loss of use of land, property, or buildings. <i>Damages</i> does not include any of the following:</p> <ol style="list-style-type: none">1. Any administrative, civil or criminal fines, sanctions, taxes, or penalties, whether pursuant to law or statute, except to the extent coverage for reimbursement for fines or penalties is provided under Section I.B., Supplementary Coverages and Payments, Paragraph 6, Coverage for fines or penalties;

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

Insured

The term *Insured* means:

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

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

Named Insured

The term *named insured* shall mean the proprietor, partners or organization specified in the Declarations.

Policy Period

The term *policy period* means the period set forth in the Declarations, or any shorter period arising as a result of cancellation.

Policy Year	The term <i>policy year</i> means the separate annual year period whenever the <i>policy period</i> set forth in the Declarations is either for a two or three year time period.
Pollution Condition	<p>The term <i>pollution condition</i> means the discharge, dispersal, release or escape of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids or gases, <i>waste</i> materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water which results in bodily injury or <i>property damage</i>. A continuous, related, repeated, or similar series of discharges, dispersals, releases, or escapes of pollutants at or from a site shall constitute a single <i>pollution condition</i>.</p> <p>Related <i>pollution conditions</i> are those <i>pollution conditions</i> that arise out of , are based on, relate to or are in consequence of, the same facts, circumstances or situations.</p>
Property Damage	<p>The Term <i>property damage</i> means:</p> <ol style="list-style-type: none">1. Physical injury to or destruction of tangible property including the resulting loss of use thereof; and2. Costs expended by the <i>named insured</i> to evaluate, investigate, clean up, remediate or monitor any environmentally contaminated site.3. Loss of use of tangible property that has not been physically injured or destroyed; provided that such physical injury or destruction, clean up costs and/or loss of use are caused by a <i>pollution condition</i> arising out of the performance by the <i>named insured</i> of operations insured by this policy.
Waste	The term <i>waste</i> means any discarded materials of any kind, including those materials to be recycled, reconditioned, reclaimed, or disposed of.

III. LIMITS OF INSURANCE

A. MAXIMUM LIMITS OF LIABILITY

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

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

B. SEPARATE AND SPECIFIC LIMITS OF LIABILITY

As specified in the Declarations:

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

The Limits of Insurance apply separately to each 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.

If this Policy and any other Policy providing coverage by the Company or any affiliate company apply to the same *pollution condition* or series of related *pollution conditions*, the aggregate maximum Limit of Liability payable under all of the policies combined shall be limited to the amount of the highest applicable Limit of Liability payable under any one of the policies. Related *pollution conditions* are those *pollution conditions* that arise out of, are based on, relate to or are in consequence of, the same facts, circumstances or situations.

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

IV. DEDUCTIBLE

As respects each *claim* first made against the *insured*, the *named insured* shall be responsible for payment for that amount of *damages* or *claims expenses* indicated in the Declarations as the Deductible amount. The Company shall not be responsible to make any payments for either *damages* or *claims expenses*, or any coverage or payment provided pursuant to Section I.B., Supplementary Coverages and Payments, unless and until the full amount of the Deductible has been paid by the *named insured*.

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

V. EXCLUSIONS

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

- A. Any *claim* by any past or present *insured* against any *insured*; however, this exclusion does not apply to additional insureds under this policy; or
- B. Any *claim* made by or on behalf of any business enterprise not shown on the Declarations:
 - 1. Which is, was, or will be owned in whole or in part by any past or present insured; or
 - 2. Which owned in whole or in part at any time the *named insured*; or
- C. Any *claim* arising from any *insured's* intentional, willful or deliberate non-compliance with any statute, regulation, ordinance, administrative complaint or notice of violation, notice letter, executive order, or instruction of a governmental agency or body; or
- D. Any *claim* arising from an illegal, dishonest, fraudulent, criminal, or malicious act by any *insured*; or
- E. Any *claim* which arises from, or is related to, any collision or accident involving an automobile, truck, boat, watercraft, airplane, helicopter, or other aircraft or vehicle of any kind or type; or
- F. Any *claim* arising from any of the following relative to a contract any *insured* has entered into with a client:
 - 1. Any assumption of the client's sole negligence or legal liability by; or
 - 2. Any failure by any *insured* to perform or provide a good or service by a date stipulated in a contract with a client; or
 - 3. Any liquidated or stipulated *damages* under a contract with a client of any *insured*, unless the same type of *damages* would attach without the existence of the contract; or
- G. Any obligation of any *insured* under workers compensation, disability benefits, unemployment compensation, employee benefits, pension sharing, ERISA law or any similar law; or
- H. Any *claim* for wrongful termination, discrimination or any unfair employment practices; or
- I. Any *claim* arising out of any *waste* or other kind of products or materials transported, shipped or delivered via any automobile, aircraft, watercraft, or rolling stock to any location located beyond the boundaries of a site at which any *insured* has performed any contracting or site remediation services.
- J. Any *claim* for any *property damage* to any real or personal property that was owned in whole or in part, or was rented, occupied or in the care, custody or control of any *insured* at any time.

VI. CONDITIONS

a. NOTICE OF CLAIM

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

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

Written notice shall be given to the insurance company shown in the Declarations, in care of:

Claims
Berkley Custom Insurance Managers
3 Stamford Plaza
301 Tresser Blvd., 6th Floor
Stamford, CT 06901

E-mail: feiclaims@berkleycustom.com
Fax: 855-999-0797
Toll Free Phone: 855-597-7616

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

b. COOPERATION AND ASSISTANCE OF THE *INSURED*

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

C. ACTIONS PREJUDICIAL TO THE COMPANY

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

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

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

D. SUBROGATION

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

E. ACCEPTANCE

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

F. MITIGATION

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

G. NO ACTION AGAINST COMPANY

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

H. AUDIT

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

i. NONRENEWAL

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

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

The *named insured* acknowledges and agrees that:

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

K. OTHER INSURANCE

If any part of either *damages* or *claims expenses* is insured under this Policy and any other current, prior or subsequent Policy, this Policy shall provide coverage for such *damages* or *claims expenses* on a pro rata basis with such other Policy according to the applicable Limits of Liability of this Policy and such other Policy.

I. SEPARATION OF INSURED

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

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

PROFESSIONAL LIABILITY INSURANCE POLICY

THIS IS A CLAIMS-MADE AND REPORTED POLICY.

Throughout this Policy the words “the Company” refer to the insurance company identified in the Declarations that is providing this insurance. Defined terms, other than headings, appear in italics. Refer to Section IV. DEFINITIONS.

This Policy has certain provisions and requirements unique to it and may be different from other policies the *Insured* may have purchased. Various provisions in this Policy restrict coverage. Please read this entire form carefully to determine rights, duties and what is and is not covered.

In consideration of payment of the premium and the undertaking of the *Insured* to pay the deductible as described herein, and in reliance upon all representations and warranties contained in the *Application* submitted to the Company and made a part of this Policy, including any addendum or addenda, and subject to all provisions of this Policy subsequently set forth herein, the Company agrees with the *Insured* as follows:

I. INSURING AGREEMENTS

Each of the following coverages is subject to the Section V. LIMITS OF INSURANCE AND DEDUCTIBLE as set forth in the Declarations.

A. PROFESSIONAL LIABILITY

The Company shall pay, on behalf of the *Insured*, those *Damages* and *Claim Expenses* that the *Insured* becomes legally obligated to pay, provided that:

1. The *Claim* results from a *Wrongful Act* committed by the *Insured* anywhere in the world;
2. The *Insured* committed the *Wrongful Act* on or after the Retroactive Date specified in the Declarations and before the end of the *Policy Period*;
3. The *Claim* for such *Damages* is first made against the *Insured* and is reported to the Company, in writing, during the *Policy Period*, or any applicable *Extended Reporting Period*; and
4. If on the effective date of this Policy, no *Insured* had knowledge of any *Circumstance* which could reasonably be expected to give rise to a *Claim*.

II. TERRITORY

The insurance provided by this Policy applies to *Claims*, arising out of any *Wrongful Act* committed or arising anywhere in the world, which are made or brought in the United States of America, including its territories, possessions and Puerto Rico.

III. SUPPLEMENTARY COVERAGES AND PAYMENTS

All payments made under this section are not subject to the deductible and are in addition to the Limits of Insurance shown in the Declarations. All other Policy terms and conditions shall apply.

A. ADMINISTRATIVE, REGULATORY, DISCIPLINARY EXPENSE REIMBURSEMENT

The Company shall reimburse the *Insured*, upon the *Insured's* written request, for reasonable and necessary legal fees and expenses incurred in responding to any:

1. Administrative or Regulatory Action brought against the *Insured* by the Environmental Protection Agency, any state or local environmental regulatory agency, or any other government official or regulatory agency, or any court, provided that the action arises out of a *Wrongful Act*, in the performance of *Professional Services*, committed or alleged to have been committed by the *Insured* on or after the Retroactive Date set forth in the Declarations and before the end of the *Policy Period*; and
2. *Disciplinary Proceedings* commenced against the *Insured* by a regulatory or disciplinary office, board or agency, to investigate charges of professional misconduct arising out of a *Wrongful Act* in the performance of *Professional Services*.

The maximum total amount the Company will pay under this Policy for reimbursement for all administrative, regulatory and disciplinary legal fees and expenses is \$50,000, regardless of the number of *Insureds* or the number of Administrative or Regulatory Actions or *Disciplinary Proceedings*. After the Company has paid \$50,000 under this provision, the Company shall not be obligated to pay any further legal fees and expenses.

B. DEFENDANTS REIMBURSEMENT

The Company will pay an amount of \$500 to each *Insured* for each day or part of a day that the *Insured* attends as a witness at any trial, hearing or deposition involving a *Claim* against such *Insured*, at which the Company has requested the *Insured's* attendance, or when such attendance is required by the court. This payment shall only apply to appearances involving *Claims* against the *Insured*. The maximum amount payable for all such appearances shall not exceed \$10,000 as a total aggregate, regardless of how many appearances are actually made, or the number of *Insureds* making appearances, and regardless of any other fact, *Circumstance* or situation.

C. IMAGE RESTORATION COSTS REIMBURSEMENT

The Company shall reimburse the *Named Insured* up to a maximum of \$50,000 per *Policy Period*, for image restoration costs arising out of damage to the *Insured's* reputation or consumer confidence as a result of a *Claim* covered under the Policy. Image restoration costs shall be limited to reasonable costs, expenses and fees incurred by the *Named Insured*, paid to a public relations firm, approved by the Company, for the purpose of restoring the *Insured's* reputation or consumer confidence through image restoration consulting.

D. MEDIATION CREDIT

If the *Named Insured* and the Company agree to utilize *Mediation* as a means to resolve a *Claim* made against the *Insured*, and if such *Claim* is resolved as a direct result of the *Mediation* and prior to any litigation, the *Named Insured's* deductible obligation shall be reduced by fifty percent (50%), subject to a maximum reduction of \$25,000. As soon as practicable following the conclusion of such *Mediation*, the Company shall reimburse the *Named Insured* for any reimbursable deductible payment made by the *First Named Insured* prior to the *Mediation*.

E. PREMIUMS ON BONDS

All premiums on bonds to release attachments and appeal bonds, limited to that portion of such bond that does not exceed the Limits of Insurance of this Policy, but without any obligation of any kind upon the Company to apply for, secure, or furnish any such bonds.

For Supplementary Coverage F below, it is agreed that any and all payments made for Coverage F shall be subject to the deductible and shall be included within, and not be in addition to, the applicable Limits of Insurance.

F. NEW ENTITY COVERAGE

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

It is agreed that there shall only be coverage for those *Claims* that arise from *Wrongful Acts* which were committed subsequent to the date of formation or acquisition. The *Named Insured* agrees to advise the Company of any newly formed or acquired entity within ninety (90) days of the date of formation or acquisition. The *Named Insured* agrees to accept any coverage terms or additional premium which the Company may require, relative to the newly formed or acquired entity. If the *Named Insured* does not agree to the coverage terms or additional premium offered, no coverage will be provided to the new or acquired entity.

IV. DEFINITIONS**A. APPLICATION**

Application means all applications and/or proposals, including any attachments thereto, and all other information and materials submitted by or on behalf of any *Insured* to the Company in connection with the underwriting of this Policy, or any other policy or policies to which this Policy is a renewal or replacement.

B. CIRCUMSTANCE

Circumstance means any fact, event, occurrence, or situation that the *Insured* could reasonably expect to be the basis for a *Claim*.

C. CLAIM

Claim(s) means a demand, notice or assertion received by the *Insured* for money or services from a third party, including the service of a suit or institution of arbitration proceedings, alleging liability or responsibility on the part of the *Insured* for *Damages* arising out of a *Wrongful Act* committed by or on behalf of the *Insured* in performing or failing to perform *Professional Services*.

Multiple *Claims* arising from the same or a series of related *Wrongful Acts* shall be considered a single *Claim* for the purpose of this Policy, irrespective of the number of Claimants or *Insureds* involved in the *Claim*. All such *Claims* shall be deemed to have been first made against the *Insured* at the time of the first such *Claim*. A *Claim* will be deemed to have been first made against the *Insured* when the *Insured* first receives notice of such *Claim*.

D. CLAIMS EXPENSE(S)

Claims Expense(s) means all costs, charges and expenses resulting from the adjustment, appraisal, investigation, defense, settlement, arbitration or appeal of any *Claim* covered by the terms and conditions of this *Policy* if such costs, charges and expenses are incurred by the Company, an attorney designated by the Company, or by any *Insured* with the written consent of the Company.

Claims Expense(s) shall not include the costs of investigating or administering any *Claim* by employees of the Company or loss of earnings incurred by any *Insured* in investigating, defending, settling, arbitrating or appealing any *Claim* at the Company's direction, except as provided in Section III. SUPPLEMENTARY COVERAGES AND PAYMENTS, Part B., DEFENDANTS REIMBURSEMENT.

E. COMPUTER SYSTEM

Computer System means computer software, hardware and firmware and associated input and output devices (including wireless and mobile devices) data storage and data processing devices, networking equipment and backup facilities, including cloud computing devices and facilities.

F. DAMAGES

Damages means any compensatory sum the *Insured* is legally liable to pay, including judgments, awards, or settlements negotiated with the approval of the Company. Where permitted by law and arising out of the services or activities covered by this Policy, *Damages* includes punitive or exemplary damages and the multiple portion of any multiplied award. *Damages* also include liquidated damages, but only to the extent of liability the *Insured* would have had in the absence of the agreement for liquidated damages.

Damages shall not include:

1. Sanctions, taxes, fines, penalties imposed on the *Insured*;
2. Any withdrawal, return or reduction of professional profits, fees or the time and expense incurred by the *Insured* in addressing or resolving a *Claim* or *Circumstance*.

G. DISCIPLINARY PROCEEDINGS

Disciplinary Proceedings means any proceeding by an administrative, regulatory or disciplinary official, board, or agency to investigate charges of professional misconduct in the performance of or failure to perform *Professional Services*. However, *Disciplinary Proceedings* shall not include a criminal proceeding or an Organizational Peer Review.

H. DRONES

Drones mean unmanned aircraft vehicles that are not designed, manufactured or modified after manufacture to be controlled by a person from within or on such vehicles.

I. ELECTRONIC DATA

Electronic Data means information, knowledge or programs recorded on, stored on, created or used on, or transmitted to or from a *Computer System*.

J. EXTENDED REPORTING PERIOD

Extended Reporting Period means either:

1. The Automatic *Extended Reporting Period* as described in Section IX. EXTENDED REPORTING PERIOD, Part B; or
2. The Optional *Extended Reporting Period* as described in Section IX. EXTENDED REPORTING PERIOD, Part C;

whichever is applicable, following the termination or renewal of coverage as described in Section IX. EXTENDED REPORTING PERIOD, in which to report a *Claim(s)*.

K. FIRST NAMED INSURED

First Named Insured means the *Named Insured* that is listed in the Declarations.

L. INSURED

Insured means:

1. The *Named Insured*;
2. A director or officer of the *Named Insured*, but only while acting in their respective capacity as such;
3. An employee of the *Named Insured*, but only with respect to *Professional Services* performed or failed to have been performed on behalf of the *Named Insured* in the employee's capacity as such;
4. A former director, officer or employee of the *Named Insured*, but only with respect to *Professional Services* performed or failed to have been performed on behalf of the *Named Insured* prior to the termination of that respective capacity;
5. The current spouse, including a party to a civil union or domestic partnership recognized under the applicable law of the jurisdiction having authority, of any current owner, director or officer of the *Named Insured*;
6. The heirs, executors, administrators, and legal representatives of each *Insured* in the event of death, incapacity or bankruptcy, but solely with respect to the liability of each *Insured* as otherwise covered by this *Policy*;
7. Any temporary or leased personnel, but only for *Professional Services* performed while acting under the direct supervision of or on behalf of the *Named Insured*; and
8. Any *Named Insured* with regard to its participation in a joint venture, but solely for the *Named Insured's* liability for their performance of *Professional Services* under the respective joint venture.

M. MEDIATION

Mediation means the non-binding intervention of a neutral third-party to effect resolution of a *Claim*.

N. NAMED INSURED

Named Insured means the *First Named Insured* or any person(s) or entity(ies) expressly added as a *Named Insured* by endorsement to this *Policy*.

O. POLICY PERIOD

Policy Period means the period set forth in the Declarations, or any other such period as may be amended by endorsement or a result of cancellation of this *Policy*.

P. PROFESSIONAL SERVICES

Professional Services means those services performed by the *Insured*, or on the *Insured's* behalf, for others, for a fee, or as endorsed onto this *Policy*.

Q. WRONGFUL ACT(S)

Wrongful Act(s) means any actual or alleged negligent act, error or omission by the *Insured* or by any entity or person for whom the *Insured* is legally liable, committed while performing, or during the course of performance or failing to perform *Professional Services* for others.

V. LIMITS OF INSURANCE AND DEDUCTIBLE

A. THE LIMITS OF INSURANCE

The Limits of Insurance shown in the Declarations and the other applicable limits set forth in this section below will be the maximum amount the Company will pay regardless of the number of:

1. *Claims* made;
2. Persons or organizations making *Claims*;
3. *Insureds*; and/or
4. Actual or alleged *Wrongful Acts*.

B. EACH CLAIM LIMIT FOR DAMAGES

The “Each Claim Limit for Damages” amount shown in the Declarations is the maximum amount the Company will pay under this Policy, in excess of any deductible amount shown in the Declarations or specifically endorsed onto this Policy, on behalf of the *Insured*, for the sum of all *Damages* incurred, and any other coverages afforded under this Policy or any attached endorsements, arising out of any single *Claim*.

Two or more *Claims* for or arising out of the same or related *Wrongful Acts* shall be considered a single *Claim* and shall be subject to the “Each Claim Limit for Damages” shown in the Declarations. A related *Wrongful Act* is that which arises out of, is based on, relates to or is in consequence of, the same facts, *Circumstances* or situations.

C. AGGREGATE LIMIT FOR DAMAGES

The “Aggregate Limit for Damages” amount shown in the Declarations is the maximum amount the Company will pay under this Policy, in excess of any deductible amount shown in the Declarations or specifically endorsed onto this Policy, on behalf of the *Insured*, for the sum of all *Damages* for all *Claims* made and reported during the *Policy Period* or any applicable *Extended Reporting Period*.

D. CLAIMS EXPENSE LIMIT FOR EACH CLAIM

The “Claims Expense Limit for Each Claim” amount shown in the Declarations is the maximum amount the Company will pay for the sum of all *Claims Expenses* that arise out of any single *Claim* that is made and reported during the *Policy Period* or any applicable *Extended Reporting Period*.

E. CLAIMS EXPENSE AGGREGATE LIMIT

The “Claims Expense Aggregate Limit” amount shown in the Declarations is the maximum amount the Company will pay for the sum of all *Claims Expenses* for all *Claims* that are made and reported during the *Policy Period* or any applicable *Extended Reporting Period*.

F. DEPLETION OF CLAIMS EXPENSE LIMIT FOR EACH CLAIM

If the limit shown in the Declarations for "Claims Expense Limit for Each Claim" is depleted for any single *Claim*, any remaining limits shown in the Declarations under Aggregate Limit for Damages may apply as excess of the Claims Expense Limit for Each Claim shown in the Declarations. However, the most the Company will pay for the sum of all *Damages* and *Claim Expenses* arising out of any single *Claim* is the sum of the limits shown in the Declarations for Each Claim Limit for Damages and Claims Expense Limit for Each Claim.

G. DEDUCTIBLE

With respect to each *Claim* first made against any *Insured*, the *First Named Insured* shall be responsible for payment for that amount of *Damages* or *Claims Expenses* indicated in the Declarations as the deductible amount. The Company shall not be responsible to make any payments for *Damages* or *Claims Expenses* unless and until the deductible has been fully paid by the *First Named Insured*. Should the Company, for any reason, pay any amount of *Damages*, *Claims Expenses* or supplementary payments without regard to the deductible amount, the *Named Insured* will reimburse the Company within thirty (30) days of the Company's written request for such reimbursement for that part of the deductible amount which has been paid.

VI. EXCLUSIONS

Unless otherwise specified, these exclusions are applicable to all coverages provided under this Policy, including any *Damages*, *Claims Expense(s)*, and any coverage or payment provided pursuant to Section III. SUPPLEMENTARY COVERAGES AND PAYMENTS, arising out of, relating to, resulting from, or based upon:

A. CONTRACTUAL LIABILITY

The liability of others assumed by the *Insured* in a contract or agreement, unless such liability would exist in the absence of that contract or agreement.

B. CYBER LIABILITY

The insurance provided under this Policy does not apply to any liability, *Damages*, *Claims*, *Claims Expense(s)* or any coverage or payment arising directly or indirectly out of any actual, alleged or threatened:

1. Unauthorized access to, alteration of, or use of any *Computer System* or *Electronic Data*;
2. Denial of service attack upon or directed at any *Computer System*;
3. Malicious use of computer code or any computer virus created or transmitted by, or introduced into any *Computer System*;
4. Theft of, dissemination of, publication of or disclosure of any *Electronic Data* consisting of a person's or organization's confidential or personal information; or
5. Theft of, loss of, loss of use of, corruption of, damage to, disruption of, or inability to access or alter *Electronic Data*.

C. DISCRIMINATION, HUMILIATION, HARASSMENT AND MISCONDUCT

Any *Claim* for or arising out of or resulting from any actual or alleged discrimination, humiliation, harassment or misconduct because of age, color, race, sex, creed, national origin, marital status, sexual preference or orientation, religion, disability or pregnancy; provided, that

this exclusion shall not apply to any *Claim* based upon the Americans with Disabilities Act of 1990 (ADA), as amended, or the Fair Housing Act (FHA), or any state or local versions of those acts, and arising out of the *Insured's* rendering or failure to render *Professional Services*.

D. EMPLOYER'S LIABILITY AND WORKERS' COMPENSATION

Any *Claim* based upon or arising under any employer's liability, workers compensation, unemployment compensation or disability benefits law or similar law.

E. FAILURE TO MAINTAIN INSURANCE, BONDS AND SURETIES

Any *Claim* arising out of or resulting from the advising or requiring of, or failure to advise or require, or failure to maintain any form of insurance, suretyship or bond, either with respect to the *Insured* or any other person or entity.

F. INSURED VS. INSURED

Any *Claim* by any current or past *Insured* against another current or past *Insured* under this Policy. This exclusion shall not apply to a *Claim* by an additional *Insured* added by endorsement to this Policy against any *Insured* under this Policy.

G. INSOLVENCY AND BANKRUPTCY

Any *Claim* arising out of or resulting from the insolvency or bankruptcy of any *Insured* or of any other entity including but not limited to the failure, inability, or unwillingness to pay *Claims*, losses, or benefits due to the insolvency, liquidation or bankruptcy of any such individual or entity.

H. INTENTIONAL OR ILLEGAL ACTS

Any *Insured's*:

1. Intentional, wilful, or deliberate non-compliance with any statute, regulation, ordinance, administrative complaint or notice of violation, notice letter, executive order or instruction of any governmental agency or body; or
2. Dishonest, illegal, fraudulent or criminal act.

I. PATENT INFRINGEMENT

Any *Claim* for or arising out of actual or alleged infringement of patent, copyright, or patent rights or misuse of patent.

J. PREVIOUSLY REPORTED CLAIMS

Any *Claim*, actual or alleged act, error or omission in the *Insured's Professional Services*, or other *Circumstance* reported by the *Insured* under any prior policy that was not issued by the Company.

K. PRODUCTS

Any *Claim* arising out of or resulting from the design or manufacture of any goods or products, for multiple sales or mass distribution which are sold or supplied by the *Insured* or by others under license from the *Insured*.

L. PROPERTY LIABILITY

Any *Claim* arising out of or resulting from the *Insured's* ownership, rental, lease, maintenance, operation, use, repair, voluntary or involuntary sale, transfer, exchange, gift, abandonment or

condemnation of any real or personal property including without limitation, automobiles, aircraft, watercraft and other kinds of conveyances.

M. RELATED ENTITIES

Any *Claim* arising out of *Professional Services* performed for any entity which:

1. Is operated, managed or controlled by the *Insured* or any individual *Insured*;
2. The *Insured* or any individual *Insured* has an ownership interest;
3. The *Insured* or any individual *Insured* is an officer or director; or
4. Wholly or partly owns, operates, controls or manages the *Insured*.

N. TRANSPORTATION

Damages based upon or arising out of the ownership, maintenance, use or the entrustment to others of any automobile, watercraft, aircraft or rolling stock owned or operated by or rented or loaned to any *Insured*.

However, this exclusion does not apply to any *Claim* arising out of the ownership, maintenance, use or entrustment to others of any *Drones* by the *Insured* for the purpose of taking aerial photographs related to industrial inspections and the general operations of environmental impact, work progress, mapping or project planning.

O. WAR AND TERRORISM

Any *Claim* directly or indirectly caused by, resulting from or in connection with:

1. Any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 - a. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
 - b. Any act of terrorism.
2. Any action taken in controlling, preventing, suppressing or in any way relating to a. or b. above.

For the purpose of this exclusion, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

VII. DUTY TO DEFEND, INVESTIGATION AND SETTLEMENT

A. DUTY TO DEFEND AND INVESTIGATE

The Company has the right and duty to defend any *Claim* against the *Insured* to which this insurance applies, even if any of the allegations are groundless, false, or fraudulent. The Company shall have the absolute right to designate legal counsel for the investigation, adjustment and defense of any *Claim*. If requested by the *Named Insured*, the Company shall consult with the *Named Insured* on the selection of counsel. The *Named Insured's* selection of

counsel must be based on the Company's guidelines and subject to the Company's written consent.

With respect to any *Claim* that the Company defends, the Company shall pay *Claims Expenses* for the investigation, contest or defense of a specific *Claim*.

Claims Expenses shall be subject to the terms and conditions of this Policy and shall erode the Limits of Insurance and any applicable deductible. The Company's duty to defend the *Insured* shall terminate when the Company establishes either: (i) the absence of coverage under the terms and conditions of this Policy; or (ii) the applicable Limits of Insurance have been exhausted. In such situations, the Company shall take reasonable steps to transfer control of any existing defense to the *Named Insured*.

B. SETTLEMENT

The *Insured* shall not admit or assume liability or settle or negotiate to settle any *Claim* without the prior written consent of the Company. The *Insured* must notify the Company of all settlement offers and the Company will in turn present all settlement offers to the *Insured*. The Company shall not settle any *Claim* without the consent of the *Insured*. If, however, the *Insured* refuses to consent to any settlement recommended by the Company and elects to contest the *Claim* or continue any legal proceedings in connection with such *Claim*, then the Company's liability for that *Claim* shall not exceed the amount for which the *Claim* could have been settled plus related *Claims Expenses* incurred up to the date of such refusal, less the deductible or the outstanding deductible balance, if any.

VIII. CONDITIONS

A. ACCEPTANCE

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

B. ACKNOWLEDGMENT OF APPLICATION

The *Named Insured* acknowledges and agrees that:

1. The warranties and representations contained in the *Application* for this Policy are true, correct and complete; and
2. The Company issued this Policy in specific reliance upon the warranties and representations contained in the *Application*; and
3. A copy of the *Application*, kept on file by the Company, along with the Policy Declarations Page, is incorporated into and is part of this Policy.

C. ACTIONS PREJUDICIAL TO THE COMPANY

In the event of a *Claim*, no *Insured* shall undertake any of the actions listed below, without the Company's prior, written consent. Any of the following actions by the *Insured* shall be deemed to materially prejudice the Company's rights:

1. Engage counsel to provide legal representation;
2. Forgive, reduce in amount or otherwise compromise any compensation owed or allegedly owed to the *Named Insured*;

3. Admit, or in any manner acknowledge liability; or
4. Effectuate or attempt to effectuate settlement, including, but not limited to, entering into a consent decree involving the assignment of the *Insured's* interest under this Policy.

D. ASSIGNMENT

The *First Named Insured* may assign this Policy with the Company's written consent, which shall not be unreasonably withheld or delayed; however, no assignment shall bind the Company until it has issued an endorsement that is made a part of this Policy.

E. BANKRUPTCY

Bankruptcy or insolvency or receivership of the *Insured* or the *Insured's* estate does not relieve the Company of its obligations under this Policy; however, this provision does not apply if this Policy is cancelled by the Company due to nonpayment of premium or deductible.

F. CANCELLATION

The *First Named Insured* may cancel this Policy by mailing to the Company written notice stating when such cancellation shall become effective. The Company may cancel this Policy by mailing to the *Named Insured*, at the mailing address specified in the Declarations, written notice stating when not less than thirty (30) days thereafter such cancellation shall become effective, except in the event of the *Named Insured's* non-payment of premium, not less than ten (10) days advanced notice of cancellation shall be given. The mailing of notice aforementioned shall be sufficient proof of either party's intent to cancel. The effective date of cancellation specified in such notice shall terminate this *Policy Period*. Delivery of such notice shall be equivalent to mailing. If the *Named Insured* cancels, the earned premium shall be computed in accordance with the customary short rate table. If the Company cancels, the earned premium shall be computed pro rata. The Company will tender any return premium subject to retaining a minimum earned premium equivalent to 25% of the premium amount specified in the Declarations. Premium may be adjusted either at the time of the cancellation effective date or as soon as practicable thereafter, but tender of the unearned premium or return of this Policy, shall not be conditions precedent to cancellation hereunder.

G. CHANGES

The terms of this Policy shall not be amended, waived or otherwise changed, except by endorsement issued by the Company and made a part of this Policy.

H. CONCEALMENT OR FRAUD

This entire Policy shall be voidable if, whether before or after *Damages* and/or *Claim Expenses* are incurred or a *Claim* is first made, the *Insured* has made any *Claim* that is false or fraudulent or willfully concealed or misrepresented any fact or *Circumstance* material to the granting of coverage under this Policy.

I. COOPERATION AND ASSISTANCE OF CLAIMS

Each *Insured* shall have the duty to fully cooperate with and assist the Company, with respect to the investigation, defense, settlement, arbitration or appeal of any *Claim*. No *Insured* shall be indemnified hereunder for loss of earnings incurred in such cooperation or assistance, except as provided in Section III. SUPPLEMENTARY COVERAGES AND PAYMENTS, B. DEFENDANTS REIMBURSEMENT, nor shall such loss of earnings apply towards the satisfaction of the deductible.

J. HEADINGS

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

K. INDEMNIFICATION

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

L. NO ACTION AGAINST COMPANY

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

M. NON-RENEWAL

The Company may non-renew this Policy by mailing a written notice of non-renewal to the *First Named Insured* at the last known address appearing in the Company's records. Written notice shall be mailed at least thirty (30) days before the end of the *Policy Period*. The notice of proof of mailing shall be sufficient proof that such notice was mailed.

N. NOTICE OF CIRCUMSTANCE AND CLAIMS

The *Named Insured* shall, as soon as practicable, provide written notice of any *Claim* received or *Circumstance*. Such written notice:

1. Shall be given to the Company as set forth in the Claims Notice Endorsement attached to this Policy; and
2. Shall contain complete details regarding the *Claim* or *Circumstance*, including but not limited to:
 - a. The exact date the *Circumstance* was discovered or the *Claim* was made;
 - b. The nature and location, and details giving rise to such *Circumstance* or *Claim*;
 - c. All information relating to the cause of the *Circumstance* or *Claim*;
 - d. All demands, summonses, notices or other related documents filed with a court of law, administrative agency or an investigative body;
 - e. The names and addresses of all parties asserting a *Claim* and all persons with knowledge of the *Claim* and related *Circumstance*;
 - f. All other information in the possession of the *Insured* or its affiliates regarding the *Circumstance*, the discovery and the *Claim*; and
 - g. Any other information pertinent to the *Circumstance* or *Claim* that the Company deems reasonably necessary.

The duties of the *Insured* herein may not be delegated. Nothing contained herein shall relieve the *Insured* from any obligation, including any notification requirements it may have pursuant to applicable laws, rules or regulations.

O. OTHER INSURANCE

If any part of *Damages*, *Claims Expenses*, or other coverage afforded under this Policy or by endorsement attached to this Policy, is insured under this Policy and any other policy not issued by the Company or an affiliate of the Company, this Policy shall be excess insurance and shall not contribute with the other insurance, unless:

1. Such other insurance is also excess insurance, in which case this Policy shall provide coverage for such *Damages*, *Claims Expenses*, or other coverage afforded under this Policy or by endorsement attached to this Policy, in proportion to the applicable Limits of Insurance of this Policy and those of such other policy or policies; or
2. Such other insurance is expressly written to be excess of this Policy, in which case this insurance is primary.

P. SEPARATION OF INSURED

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

1. As if each *Named Insured* were the only *Named Insured*; and
2. Separately to each *Insured* against whom *Claim* is made.

Q. SERVICE OF SUIT

In the event of failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the *Insured*, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this clause constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Counsel, Freberg Environmental Insurance Inc., or his or her representative, and that in any suit instituted against the Company upon this policy, the Company will abide by the final decision of such court or of any appellate court in the event of an appeal.

R. WAIVER OF SUBROGATION

In the event of any payment of any *Claim* under this *Policy*, the Company will be subrogated in the amount of such payment to all of the *Insureds* rights of recovery against any person or organization. The *Insured* must do everything reasonably necessary to secure these rights and must do nothing after a *Claim* is made to jeopardize such rights. The Company shall have priority over the *Insured* in allocation of any recovery, and any amounts recovered in excess of the Company's total payment and the cost to the Company of recovery shall be paid to the *Insured*. The Limit of Insurance shall be reinstated by the amount recovered by the Company, less the cost to the Company of recovery. However, the Company hereby waives such subrogation rights against any *Insured* under this *Policy*, and also against the *Insured's* client to the extent that the *Insured* had, prior to the *Claim* or *Circumstance*, a written agreement to

waive such rights, provided that prior to such writing no *Insured* had a basis to believe that any matter asserted in the *Claim* or *Circumstance* might reasonably be expected to be the basis of a *Claim*.

IX. EXTENDED REPORTING PERIOD

A. EXTENDED REPORTING PERIOD

The *Insured* shall be entitled to an Automatic *Extended Reporting Period*, and the *Named Insured* shall be entitled to purchase an Optional *Extended Reporting Period*, if this Policy is cancelled or non-renewed for any reason other than non-payment of the premium, fraud or material misrepresentation, and the *Insured* has not purchased other insurance to replace this Policy. If this Policy is renewed, the *Insured* shall be entitled to an Automatic Renewal *Extended Reporting Period*, as set forth below in Paragraph B.

The *Extended Reporting Period* neither extends the *Policy Period*, nor changes the scope of coverage provided by this Policy. The *Extended Reporting Period* shall not modify, reinstate or increase the Limits of Insurance of this Policy, and any payment made by the Company during the *Extended Reporting Period* shall reduce the available Limits of Insurance.

B. AUTOMATIC EXTENDED REPORTING PERIOD

The Automatic *Extended Reporting Period* is a sixty (60) day period, which begins on the effective date of termination of this Policy. The *Insured* shall be entitled to an Automatic *Extended Reporting Period* for no additional premium charge.

The Automatic *Extended Reporting Period* shall apply as follows:

A *Claim* first made against the *Insured* during the *Policy Period* and reported to the Company, in writing, during the Automatic *Extended Reporting Period* will be deemed to have been made and reported on the last day of the *Policy Period*, provided that such *Claim* is otherwise covered under this Policy. All such *Claims* shall arise out of a *Wrongful Act* in the performance or non-performance of *Professional Services* that was committed on or after the Retroactive Date and before the end of the *Policy Period*.

If the Optional *Extended Reporting Period* is purchased, then the Automatic *Extended Reporting Period* shall not apply.

C. OPTIONAL EXTENDED REPORTING PERIOD

The *Named Insured* may purchase an Optional *Extended Reporting Period* of up to thirty six (36) months beginning on the effective date of termination of this Policy for an additional premium, provided that:

1. The *Named Insured* makes a request, in writing, for such Optional *Extended Reporting Period*, which is received by the Company within thirty (30) days of the effective date of termination of this Policy;
2. The additional premium for an Optional *Extended Reporting Period* will be calculated by the Company and shall not exceed: 100% of the expiring annual premium for a one (1) year period; 175% of the expiring annual premium for a two (2) year period; and 250% of the expiring annual premium for a three (3) year period.

3. The *Named Insured* shall pay the Company the additional premium within sixty (60) days of the effective date of termination of this Policy, and once paid, such premium shall be fully earned.

The Optional *Extended Reporting Period* shall apply as follows:

1. A *Claim* first made against the *Insured* during the *Policy Period* and first reported to the Company, in writing, during the Optional *Extended Reporting Period* will be deemed to have been made and reported on the last day of the *Policy Period*, provided that such *Claim* is otherwise covered under this Policy. All such *Claims* shall arise out of a *Wrongful Act* in the performance or non-performance of *Professional Services* that was committed on or after the Retroactive Date and before the end of the *Policy Period*.
2. A *Claim* first made against the *Insured* and reported to the Company, in writing, during the Optional *Extended Reporting Period* will be deemed to have been made and reported on the last day of the *Policy Period*.
3. Once purchased, an Optional *Extended Reporting Period* cannot be cancelled.



Sam Lee Enterprises Inc

Endorsement Number: 1

COMMON POLICY CONDITIONS ENDORSEMENT

This endorsement, effective 8/1/2021, attaches to and forms a part of
Policy Number FEI-ECC-27667-01.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

A. CANCELLATION

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

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

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

B. CHANGES

The terms of this Policy shall not be amended, waived or otherwise changed, except by endorsement issued by the Company and made a part of this Policy.

C. EXAMINATION OF BOOKS AND RECORDS

The Company may examine and audit the *Named Insured's* books and records as they relate to this Policy at any time during the *Policy Period* and up to three (3) years afterward.

D. INSPECTIONS AND SURVEYS

The Company has the right, but is not obliged to:

1. Make inspections and surveys at any time;
2. Give the *Named Insured* reports on the conditions the Company finds; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. The Company does not make safety inspections. The Company does

not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. The Company does not warrant that conditions:

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

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

E. NAMED INSURED AS AGENT

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

F. PREMIUMS

The *First Named Insured* shown in the Declarations:

- a. Is responsible for the payment of all premiums;
- b. Will be the payee for any return premiums the Company pays; and
- c. Is responsible for the payment of all deductibles and self-*Insured* retention amounts under this Policy.

G. ADDITIONAL PREMIUMS

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

H. TRANSFER OF RIGHTS AND DUTIES UNDER THIS POLICY

The *Named Insured's* rights and duties under this Policy may not be transferred without the Company's written consent except in the case of death of an individual *Named Insured*. If an individual *Named Insured* dies, their rights and duties will be transferred to their legal representative, but only while acting within the scope of duties as such. Until the *Named Insured's* legal representative is appointed, anyone having proper temporary custody of the *Named Insured's* property will have their rights and duties but only with respect to that property.

I. BANKRUPTCY OR INSOLVENCY

Bankruptcy or insolvency of the *Insured* or of the *Insured's* estate will not relieve the Company of its obligations under the Policy.

All other terms and conditions under the Policy remain unchanged.

NUCLEAR ENERGY LIABILITY EXCLUSION

This endorsement, effective 8/1/2021, attaches to and forms a part of
Policy Number FEI-ECC-27667-01.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the following coverage part(s):

**Commercial General Liability
Contractors Pollution Liability
Professional Liability**

I. The insurance does not apply:

- A. Under any Liability Coverage, to *Bodily Injury* or *Property Damage*:
 - 1. With respect to which an *Insured* under the Policy is also an *Insured* under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of insurance; or
 - 2. Resulting from the *Hazardous Properties of Nuclear Material* and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the *Insured* is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments coverage, to expenses incurred with respect to *Bodily Injury* resulting from the *Hazardous Properties of Nuclear Material* and arising out of the operation of a *Nuclear Facility* by any person or organization.
- C. Under any Liability Coverage, to *Bodily Injury* or *Property Damage* resulting from *Hazardous Properties of Nuclear Material* if:
 - 1. The *Nuclear Material* (a) is at any *Nuclear Facility* owned by, or operated by or on behalf of, an *Insured*, or (b) has been discharged or dispersed therefrom;
 - 2. The *Nuclear Material* is contained in *Spent Fuel* or *Waste* at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an *Insured*; or
 - 3. The *Bodily Injury* or *Property Damage* arises out of the furnishing by an *Insured* of services, materials, parts or equipment in connection with the planning, construction, maintenance, 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.

II. As used in this endorsement:

Hazardous Properties mean radioactive, toxic or explosive properties.

Nuclear Material means *Source Material*, *Special Nuclear Material* or *By-Product Material*.

Source Material, *Special Nuclear Material*, and *By-Product Material* have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

Spent Fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a *Nuclear Reactor*.

Waste means any waste material (a) containing *By-Product Material* other than the tailings or waste produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any *Nuclear Facility* included under the first two paragraphs of the definition of *Nuclear Facility*.

Nuclear Facility means:

- a. Any *Nuclear Reactor*;
- b. Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing *Spent Fuel*, or (3) handling, processing or packaging *Waste*;
- c. Any equipment or device used for the processing, fabricating or alloying of *Special Nuclear Material* if at any time the total amount of such material in the custody of the "Insured" at premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any of the combination thereof, or more than 250 grams of uranium 235; or
- d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of *Waste*, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

Nuclear Reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

Property Damage includes all forms of radioactive contamination of property.

All other terms and conditions under the Policy remain unchanged.



Sam Lee Enterprises Inc

Endorsement Number: 3

Deductible Liability Insurance Endorsement

This endorsement, effective 8/1/2021, attaches to and forms a part of
Policy Number FEI-ECC-27667-01.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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"; or
- b.** Under Property Damage Liability coverage, to all damages sustained by any one person because of "property damage"; or
- c.** Under Bodily Injury & Property Damage Liability Combined, to all damages sustained by any one person because of:
 - (1)** "bodily injury"; or
 - (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"; the definition of 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"; or
- b. Under Property Damage Liability coverage, to all damages because of "property damage"; or
- c. Under Bodily Injury Liability and Property Damage Liability Coverage Combined, to all damages because of:
 - (1) "Bodily injury"; or
 - (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 to 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.
- E. This endorsement does not apply to COVERAGE C. MEDICAL PAYMENTS.



Sam Lee Enterprises Inc

Endorsement Number: 4

CLAIM NOTICE

This endorsement, effective 8/1/2021, attaches to and forms a part of
Policy Number FEI-ECC-27667-01.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In the event of a *Claim* to which this Policy may apply, please give notice in accordance with the terms and conditions of the Policy in any of the following ways, to:

Claims

Berkley Custom Insurance Managers
3 Stamford Plaza
301 Tresser Blvd., 8th Floor
Stamford, CT 06901

E-mail: feiclaims@berkleycustom.com

Fax: 855-999-0797

Toll Free Phone: 855-597-7616

E-mail is the preferred method of receiving *Claim* notice information, but any of the above methods of notification will generate a receipt of *Claim* response.



Sam Lee Enterprises Inc

Endorsement Number: 5

MINIMUM EARNED PREMIUM ENDORSEMENT

This endorsement, effective 8/1/2021, attaches to and forms a part of
Policy Number FEI-ECC-27667-01.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the following coverage part(s):

**Commercial General Liability
Contractors Pollution Liability
Professional Liability**

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

All other terms and conditions under the Policy remain unchanged.



Sam Lee Enterprises Inc

Endorsement Number: 6

Automatic Additional Insured – Owners, Lessees or Contractors

This endorsement, effective 8/1/2021, attaches to and forms a part of
Policy Number FEI-ECC-27667-01.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In consideration of an additional premium of \$Applied, this endorsement modifies insurance provided under the following:

**Commercial General Liability
Contractors Pollution Liability**

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.

The person or organization shown in this Schedule is included as an insured, but only with respect to that person's or organization's vicarious liability arising out of your ongoing operations performed for that insured.



Sam Lee Enterprises Inc

Endorsement Number: 7

Automatic Waiver of Subrogation Endorsement

This endorsement, effective 8/1/2021, attaches to and forms a part of
Policy Number FEI-ECC-27667-01.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the following coverage part(s):

**Commercial General Liability
Contractors Pollution Liability**

SCHEDULE

Name of Person or Organization:

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

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

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



Sam Lee Enterprises Inc

Endorsement Number: 8

Exclusion – Engineers, Architects or Surveyors Professional Liability

This endorsement, effective 8/1/2021, attaches to and forms a part of
Policy Number FEI-ECC-27667-01.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A -- BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I -- Coverages) and paragraph 2., Exclusions of COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY (Section I -- Coverages):

This insurance does not apply to "bodily injury," "property damage," "personal injury," or "advertising injury" arising out of the rendering of or failure to render any professional services 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, drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.



Sam Lee Enterprises Inc

Endorsement Number: 9

Exclusion – Access or Disclosure of Confidential or Personal Information and Data-Related Liability – Limited Bodily Injury Exception Not Included

This endorsement, effective 8/1/2021, attaches to and forms a part of
Policy Number FEI-ECC-27667-01.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion 2.p. of SECTION I – COVERAGES - 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.

- The following is added to Paragraph 2. Exclusions of **SECTION I – COVERAGES –COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information.



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"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.



Sam Lee Enterprises Inc

Endorsement Number: 10

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") 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 website – <http://www.treas.gov/ofac>.

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



Sam Lee Enterprises Inc

Endorsement Number: 11

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit the Company from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.



Virus or Bacteria Exclusion Endorsement

This endorsement, effective 8/1/2021, attaches to and forms a part of
Policy Number FEI-ECC-27667-01.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the following coverage part(s):

COMMERICAL GENERAL LIABILITY COVERAGE

SECTION- I COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE, 2.

Exclusions, is amended by the addition of the following exclusion:

q. Virus or Bacteria

(1) Any damages for "bodily injury" or "property damage" caused by, resulting from, or relating to any virus, bacterium, or other microorganism that causes disease, illness, or physical distress or that is capable of causing disease, illness, or physical distress.

This exclusion applies to, but is not limited to damages for "bodily injury" or "property damage" as a result of:

- a. any contamination by any virus, bacterium, or other microorganism; or
- b. any denial of access to property because of any virus, bacterium, or other microorganism.

(2) This exclusion set forth herein supersedes the "terms" of any other exclusions referring to "pollution" or to contamination with respect to any damages for bodily injury or property damage caused by, resulting from, or relating to any virus, bacterium, or other microorganism that causes disease, illness, or physical distress or that is capable of causing disease, illness, or physical distress.

SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2.

Exclusions, is amended by the addition of the following exclusion:

p. Virus or Bacteria

(1) Any damages for "personal and advertising injury" caused by, resulting from, or relating to any virus, bacterium, or other microorganism that causes disease, illness, or physical distress that is capable of causing disease, illness, or physical distress.

This exclusion applies to, but is not limited to damages for "personal and advertising injury" as a result of:

- a. any contamination by any virus, bacterium, or other microorganism; or
- b. any denial of access to property because of any virus, bacterium, or other microorganism.

(2) This exclusion set forth herein supersedes the "terms" of any other exclusions referring to "pollution", "pollution-related" or to contamination with respect to any damages for personal and advertising injury caused by, resulting from, or relating to any virus, bacterium, or other



Sam Lee Enterprises Inc

microorganism that causes disease, illness, or physical distress or that is capable of causing disease, illness, or physical distress.

All other terms and conditions under the Policy remain unchanged.



Sam Lee Enterprises Inc

Endorsement Number: 13

Virus or Bacteria Exclusion Endorsement

This endorsement, effective 8/1/2021, attaches to and forms a part of
Policy Number FEI-ECC-27667-01.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the following coverage part(s):

CONTRACTORS POLLUTION LIABILITY COVERAGE

Section V. EXCLUSIONS is amended by the addition of the following exclusion:

VIRUS OR BACTERIA

1. Any *Damages* or *Claims Expense(s)* caused by, resulting from, or relating to any virus, bacterium, or other microorganism that causes disease, illness, or physical distress or that is capable of causing disease, illness, or physical distress.

This exclusion applies to, but is not limited to *Damages* or *Claims Expense(s)* as a result of:

- a. any contamination by any virus, bacterium, or other microorganism; or
 - b. any denial of access to property because of any virus, bacterium, or other microorganism.
2. This exclusion set forth herein supersedes the terms of any other exclusions referring to contamination with respect to any *Damages* or *Claims Expense(s)* caused by, resulting from, or relating to any virus, bacterium, or other microorganism that causes disease, illness, or physical distress or that is capable of causing disease, illness, or physical distress.

All other terms and conditions under the Policy remain unchanged.



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Endorsement Number: 14

Virus or Bacteria Exclusion Endorsement

This endorsement, effective 8/1/2021, attaches to and forms a part of
Policy Number FEI-ECC-27667-01.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the following coverage part(s):

PROFESSIONAL LIABILITY COVERAGE

Section VI. EXCLUSIONS is amended by the addition of the following exclusion:

VIRUS OR BACTERIA

1. Any *Damages* or *Claims Expense(s)* caused by, resulting from, or relating to any virus, bacterium, or other microorganism that causes disease, illness, or physical distress or that is capable of causing disease, illness, or physical distress.

This exclusion applies to, but is not limited to *Damages* or *Claims Expense(s)* as a result of:

- a. any contamination by any virus, bacterium, or other microorganism; or
 - b. any denial of access to property because of any virus, bacterium, or other microorganism.
2. This exclusion set forth herein supersedes the terms of any other exclusions referring to contamination with respect to any *Damages* or *Claims Expense(s)* caused by, resulting from, or relating to any virus, bacterium, or other microorganism that causes disease, illness, or physical distress or that is capable of causing disease, illness, or physical distress.

All other terms and conditions under the Policy remain unchanged.



Sam Lee Enterprises Inc

Endorsement Number: 15

Exclusion Of Terrorism

This endorsement, effective 8/1/2021, attaches to and forms a part of
Policy Number FEI-ECC-27667-01.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ENVIRONMENTAL IMPAIRMENT LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
STORAGE TANK ENVIRONMENTAL IMPAIRMENT LIABILITY COVERAGE PART**

A. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:
 - a. That involve the following or preparation for the following:
 - (1) Use or threat of force or violence; or
 - (2) Commission or threat of a dangerous act; or
 - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - b. When one or both of the following applies:
 - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
2. "Any injury or damage" means any injury or damage covered under any Coverage Part or Policy 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 or Policy.

B. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action

in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

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

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

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

In the event of any incident of "terrorism" that is not subject to this Exclusion, coverage does not apply to "any injury or damage" that is otherwise excluded under this Coverage Part or Policy.



Sam Lee Enterprises Inc

Endorsement Number: 16

Schedule of Named Insureds

This endorsement, effective 8/1/2021, attaches to and forms a part of
Policy Number FEI-ECC-27667-01.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Sam Lee Enterprises Inc; DBA: PureOne Services; DBA: Complete Cleanup Services
6134 Pathfinder Dr
St Louis, MO 63129



Sam Lee Enterprises Inc

Endorsement Number: 17

Automatic Primary and Non-Contributory Insurance Endorsement Designated Work Or Project(s)

This endorsement, effective 8/1/2021, attaches to and forms a part of
Policy Number FEI-ECC-27667-01.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the Coverage Part(s) indicated below:

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

SCHEDULE

Name of Person or Organization:

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

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



Sam Lee Enterprises Inc

Endorsement Number: 18

Additional Insured – Owners, Lessees or Contractors – Completed Operations

This endorsement, effective 8/1/2021, attaches to and forms a part of
Policy Number FEI-ECC-27667-01.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In consideration of an additional premium of \$Applied, this endorsement modifies insurance provided
under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

- 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.



Transportation Pollution Liability ("TPL") Coverage Endorsement

This endorsement, effective 8/1/2021, attaches to and forms a part of
Policy Number FEI-ECC-27667-01.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In consideration of an additional premium of \$Applied, this endorsement modifies insurance provided under the following:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

It is agreed that **SECTION V. EXCLUSIONS, Exclusion E.** is deleted in its entirety and replaced with the following:

E. Any *claim* which arises from, or is related to, any collision or accident, involving an *auto*, aircraft, watercraft or vehicle of any kind or type. However, this exclusion does not apply to any collision or accident that:

1. Occurs within the boundaries of a jobsite where the *Insured* is performing or has performed contracting or remediation operations; or
2. Commences during the *transportation* of any *waste, cargo* or other products or materials beyond the boundaries of the jobsite by a *covered auto* or *carrier*; and
 - a. Results in a *pollution condition* during *transportation*; and
 - b. Commences on or after the retroactive date of this policy, if applicable.

However, no coverage is provided for the *misdelivery* of any *waste, cargo*, materials or products into the wrong receptacle or to a wrong address or for the erroneous delivery of a liquid product by an *auto*, aircraft, watercraft or vehicle of any kind or type.

The following definitions are added to the policy:

II. DEFINITIONS

- A. **Auto** means a land motor vehicle, trailer, or semi-trailer designed for travel on public roads, including any attached machinery or equipment.
- B. **Carrier** means a person or an entity, other than the *Insured* or any subsidiary or affiliated company of the *Insured*, engaged by the *Insured* or on behalf of the *Insured* in the business of transporting property for hire by an *auto*, aircraft, watercraft or vehicle of any kind.
- C. **Covered Auto** means any of the following:
 1. Owned Autos only. Only those *autos* the *Insured* owns (and any trailers the *insured* does not own while connected to a power unit the *Insured* owns.) This includes those *autos* the *Insured* acquires ownership of after the policy begins.
 2. Hired Autos only. Only those *autos* the *Insured* leases, hires, rents or borrows. This does not



include any private passenger type *auto* the *Insured* leases, hires, rents or borrows from the *Insured*, any of its employees, partners or agents.

3. Non-owned Autos only. Only those *autos* the *Insured* does not own, lease, hire, rent or borrow that are used in connection with the *Insured's* business. This includes *autos* owned by employees or partners or members of their households, but only while used in the *Insured's* business.

- D. **Cargo** means materials, products or *waste* carried or delivered on or within a *covered auto*.
- E. **Transportation** means the movement of any *waste, cargo* or other products or materials beyond the boundaries of the jobsite by a *covered auto* or *carrier*, and includes the loading or unloading of such *waste, cargo* or other products or materials.
- F. **Transported cargo** means *cargo* after it is moved from the place where it is accepted by the *Insured* for movement into or onto the *covered auto*, until the *cargo* is moved from the *covered auto* to the place where it is finally delivered by the *Insured*. *Transported cargo* also includes *cargo* during the loading or unloading to or from a *covered auto*, provided that the loading or unloading is performed by the insured. *Transported cargo* does not include *cargo* at rest for a period of longer than seventy-two (72) hours, after it has been accepted by or on behalf of the *Insured* for movement into or onto a *covered auto* but before it reaches the place of final delivery.
- G. **Misdelivery** means the delivery of any *cargo* into the wrong receptacle or to the wrong address, or the delivery of one type of *cargo* in error for another.

All other terms and condition under the Policy remain unchanged.



Sam Lee Enterprises Inc

Endorsement Number: 20

MOLD DEDUCTIBLE ENDORSEMENT

This endorsement, effective 8/1/2021, attaches to and forms a part of
Policy Number FEI-ECC-27667-01.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In consideration of an additional premium of \$Applied this endorsement modifies coverage provided under the following coverage part(s):

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

Deductible: \$5,000

In consideration of the premium charged, and notwithstanding anything contained in this Policy to the contrary, it is hereby agreed that such coverage as is afforded by this Policy shall be subject to a deductible shown above applicable to each *Claim* arising directly or indirectly out of, or in concurrence with any actual, alleged or threatened existence, growth, spread, proliferation, discharge, dispersal, seepage, release or escape of any form of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi. It is further agreed that all expenses and costs described under Section III. SUPPLEMENTARY COVERAGES AND PAYMENTS shall be subject to the deductible to the extent that such expenses and costs pertain to coverage afforded under this endorsement.

All other terms and conditions under the Policy remain unchanged.



Personal Property of Others – Care Custody and Control Endorsement

This endorsement, effective 8/1/2021, attaches to and forms a part of
Policy Number FEI-ECC-27667-01.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Schedule

Personal Property of Others Coverage Limit of Insurance:	\$250,000
Personal Property of Others Coverage Deductible:	\$2500

- A. Under SECTION I – COVERAGES, COVERAGE A, paragraph (4) of exclusion j. Damage to Property under paragraph 2. Exclusions is deleted. However, this extension of coverage does not apply to “property damage” to personal property of others in the care custody or control of the insured arising out of:

- 1) Any dishonest, fraudulent or illegal act on the part of any insured or any insured’s employees; or
- 2) Loss of money, securities or other valuables of others, while being transported by you or held on your premises, in any capacity.

- B. Under SECTION III – LIMITS OF INSURANCE, the following paragraph is added:

Subject to the policy’s Each Occurrence Limit and General Aggregate Limit, the Personal Property Of Others Limit Of Insurance shown in the Schedule above, is the most we will pay under Coverage A for damages because of “property damage” to personal property of others in your care custody or control.

If no Personal Property of Others Coverage Limit is shown in the Schedule, your Personal Property Of Others Coverage Limit of Insurance is \$50,000.

- C. With respect to any lost key that is in your care, custody or control, subject to Paragraph B. above, the most we will pay is the actual cost of any lost key in addition to the lesser of the following:

- 1) The cost to adjust any lock, which previously used any lost key, to accept any new key; or
- 2) The cost of any new lock including their installation.

- D. With respect to the coverage provided under this endorsement, the following Deductible provision applies:

We will not pay for any loss arising out of “property damage” to personal property of others in your care, custody or control until the value of such loss exceeds your Personal Property Of Others Coverage Deductible, and then, only for the amount in excess of such deductible.



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Your Personal Property of Others Coverage Deductible is shown in the Schedule. If no such Deductible is shown in the Schedule, your Personal Property Coverage Deductible is \$250.



Sam Lee Enterprises Inc

Endorsement Number: 22

Additional Insured Endorsement– CPL

This endorsement, effective 8/1/2021, attaches to and forms a part of
Policy Number FEI-ECC-27667-01.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.

Location And Description of Completed Operations:

Those project locations where this endorsement is required by contract.

Additional Premium: \$Applied

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

The term *insured* is amended to include as an additional insured the person(s) or organization 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.



Sam Lee Enterprises Inc

Endorsement Number: 23

Non-Owned Disposal Site Liability Endorsement

This endorsement, effective 8/1/2021, attaches to and forms a part of
Policy Number FEI-ECC-27667-01.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In consideration of an additional premium of \$Applied, it is hereby understood and agreed that the following is endorsed to this policy:

Scheduled Non-Owned Disposal Site(s)

Any location that:

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

Sub-Limit of Insurance:

\$1,000,000	Each Claim
\$2,000,000	Aggregate Limit
\$10,000	Self-Insured Retention
Retroactive Date:	08-01-2017

I. COVERAGE AND DEFENSE

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

- if such *damages* result in a *pollution condition* at any scheduled non – owned disposal site while the *insured* (or those subcontractors in privity of contract with the *insured*) are performing contracting or remediation operations anywhere in the world; and
- if disposal of "waste" material resulting from the *insureds* operation occurred subsequent to the retroactive date specified in this endorsement; and
- if *claim* for such *damages* is first made against the *insured* during this *policy period*; and
- if such *claim* is reported in writing directly to the Company and such reporting is received by the Company as soon as practicable, but not later than sixty (60) days immediately subsequent to the end of this *policy period*; and

- E. if on the effective date of this policy, the *insured* had no knowledge of circumstances which could reasonably be expected to give rise to a *claim*; and
- F. If no other insurance affords coverage for such *claim*, including any self-insured retention thereof. If other insurance that affords coverage for such *claim* does exist, the Company will have no obligation for *damages* or *claims expense* under this policy

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

If a *claim* is made against the *insured* such as is described in the immediate foregoing, other than in the COVERAGE TERRITORY, the Company shall have the right, but not the duty, to provide for the defense of such *claim*. If the Company elects not to provide for the defense of such *claim*, the *insured*, under the supervision of the Company, shall have the duty to make or cause to be made such investigation and defense as are necessary and, subject to prior authorization by the Company, effectuate settlement. In such eventuality, the Company shall indemnify the *insured* for *claims expense* incurred and *damages* paid in excess of the self-insured retention.

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

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

- G. if the limits of insurance of this endorsement become exhausted by payment of *damages* or *claims expense* or any combination thereof; or
- H. if the *insured* fails to fulfill its self-insured retention obligation as imposed by item V. SELF-INSURED RETENTION; or
- I. if the application attached hereto and made a part of this policy, including any addendum or addenda thereto, contains any material misrepresentation of fact; or
- J. if any warranty contained in such application is breached; or
- K. if the *insured* is in violation of any CONDITIONS PRECEDENT TO COVERAGE.

II. DEFINITIONS

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

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

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

- G. The term *named insured* means the proprietor, partners or organization specified in the Declarations.

- H. The term *policy period* means the period set forth in the Declarations, or any shorter period arising as a result of termination or cancellation.
- I. The term *policy year* means the separate annual year period whenever the *policy period* set forth in the Declarations is either for a two or three year time period.
- J. The term *pollution condition* means the discharge, dispersal, release or escape of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids or gases, *waste* materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water. A continuous, related, repeated, or similar series of discharges, dispersals, releases, or escapes of pollutants at or from a site shall constitute a single *pollution condition*.
 - 1. Related *pollution conditions* are those *pollution conditions* that arise out of, are based on, relate to or are in consequence of, the same facts, circumstances or situations.
- K. The term *property damage* means:
 - 1. physical injury to or destruction of tangible property including the resulting loss of use thereof;
 - 2. clean up costs; and
 - 3. Loss of use of tangible property that has not been physically injured or destroyed.
- L. The term *waste* means any discarded materials of any kind, including those materials to be recycled, reconditioned or reclaimed or disposed of.

III. COVERAGE TERRITORY

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

IV. LIMITS OF INSURANCE

Regardless of the number of *claims* or claimants, the Company's maximum liability hereunder shall not exceed the amounts stated in the Limits of Insurance specified in this endorsement for *damages* or *claims expense* or any combination thereof. If no limits are specified in this endorsement, the maximum Limits of Liability will not exceed the Limits specified in the Declarations. All benefits paid hereunder by the Company whether as *damages* or *claims expense* shall serve to reduce such amounts.

The Limits of Insurance 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.

V. SELF-INSURED RETENTION

The Company's obligation hereunder to pay or indemnify the *insured* with respect to *damages*, *claims expense* or any combination thereof, relative to each *claim*, shall only be in excess of the

amount specified in this endorsement. For the purpose of applying the self-insured retention, one or more *claims* arising from one *pollution condition* shall be considered a single *claim*.

VI. EXCLUSIONS.

This insurance does not apply to *damages*, *claims* or *claims expense* based upon or arising out of:

- A. a *claim* seeking non-pecuniary relief; or
- B. fraud, dishonesty or bad faith of an *insured*; or
- C. fines, assessments, penalties, punitive, exemplary or treble damages; or
- D. any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, strike, riot or civil commotion; or
- E. arising from injury to any employee or an *insured* if such injury occurs during and in the course of said employment; or
- F. seeking injunctive or equitable relief; including any costs incurred by an *insured* in complying with such injunctive or equitable relief; or
- G. liability of others assumed by the *insured* under any contract or agreement other than liability that would have attached to the *insured* in the absence of such contract or agreement; or
- H. *bodily injury* to:
 - 1. an employee, director, officer or partner of the *insured* arising out of and in the course of employment by the *insured*; or
 - 2. the spouse, child, parent, brother or sister of that employee, director, officer or partner as a consequence of a. above; or
- I. the ownership, maintenance, use, operation, loading or unloading of any *automobile*, aircraft, watercraft or rolling stock; or
- J. goods or products manufactured, sold, or distributed by the *insured* or by others trading under the *insured's* name including any contractor thereof, or any reliance upon a representation of warranty made at any time with respect thereto, but only if the *bodily injury* or *property damage* occurs away from premises owned, operated or leased to the *insured* or after physical possession of such has been relinquished to others; or
- K. a *pollution condition*; based upon or attributable to the *insured's* intentional, willful or deliberate non-compliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive or judicial order, or instruction of any governmental agency or body; or
- L. a *pollution condition* existing prior to the inception of the policy, if the *insured* knew or could have reasonably foreseen that such *pollution condition* could have been expected to give rise to a *claim*; or
- M. any *claim* of any kind or nature by any past or present *insured* against any other past or present *insured*; or



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- N. any *claim* made by or on behalf of any business enterprise not shown on the Declarations:
1. which is, was, or will be owned in whole or in part by any past or present *insured*; or
 2. which owned in whole or in part at any time the *named insured*.



Sam Lee Enterprises Inc
Endorsement Number 24

SERVICE OF SUIT

This endorsement, effective 8/1/2021, attaches to and forms a part of
Policy Number FEI-ECC-27667-01.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

It is further agreed that service of process in such suit may be made upon Janet Shemanske, or her nominee of the Company at 7233 East Butherus Drive, Scottsdale, Arizona 85260, and that in any suit instituted against the Company upon this policy, it will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. Nothing herein shall constitute a selection or designation of forum, or a waiver of any of the Company's rights to select a forum or court, including any of the federal courts of the United States. This includes any right to commence an action in or remove or transfer an action to the United States District Court or any other court of competent jurisdiction, as permitted by law.