



Century Surety Company

550 POLARIS PARKWAY, SUITE 300

WESTERVILLE, OH 43082

A STOCK COMPANY

COMMERCIAL LINES POLICY

THIS POLICY JACKET WITH COMMON POLICY CONDITIONS, THE DECLARATIONS PAGE, COVERAGE PART(S), COVERAGE FORM(S) AND APPLICABLE FORMS AND ENDORSEMENTS COMPLETE THIS POLICY.



Century Surety Company

550 Polaris Parkway, Suite 300
Westerville, Ohio 43082

614-895-2000

www.centurysurety.com

COMMERCIAL LINES POLICY COMMON POLICY DECLARATIONS

POLICY NO.: CCP 1003770
NAMED INSURED AND ADDRESS:
Midwest Radon Testing LLC
809 Cumberland Drive

St. Louis MO 63125

Renewal of CCP 914247
CODE NO.: 5961A
INSUREDS AGENT:
Insurance Source Inc
4111 Telegraph Rd
Suite 200
St Louis MO 63129-2755

POLICY PERIOD: From: 09-03-2021 To: 09-03-2022 at 12:01 A.M. Standard time at your mailing address shown above.

Business Description: Radon Testing

☐ Individual ☐ Joint Venture ☐ Partnership ☒ Limited Liability Company (LLC) ☐ Organization (Other than Partnership, LLC or Joint Venture)

IN RETURN FOR THE PAYMENT OF THE 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 FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

PREMIUM

Environmental Commercial General Liability, Contractor's Pollution Liability,
and Consultant's Professional Liability

\$1,860.00

\$100.00 Policy Fee

\$98.00 Tax

TOTAL AMOUNT \$2058.00

25 % of the Policy Premium is fully earned as of the effective
date of this policy and is not subject to return or refund.

TOTAL \$1,860.00

Service of Suit (if form CCP 20 10 is attached) may be made upon:

\$100.00 Policy Fee

\$98.00 Tax

TOTAL AMOUNT \$2058.00

Walter General Agency - WGA
273 Clarkson Rd Building 1, Ste 102 Ellisville MO 63011

Form(s) and Endorsement(s) made a part of this policy at time of issue*:

See Attached Schedule of Forms, CIL 15 00b 02 02

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations.

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing false or deceptive statement is guilty of insurance fraud.

COMPANY REPRESENTATIVE:

Walter General Agency - WGA
273 Clarkson Rd
Building 1, Ste 102
Ellisville MO 63011

Countersigned By


Authorized Representative

09/16/2021

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IN WITNESS WHEREOF, this Company has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly Authorized Agent of this Company at the Agency hereinbefore mentioned.



Secretary



Chairman

SCHEDULE OF FORMS AND ENDORSEMENTS

(other than applicable forms and endorsements shown elsewhere in the policy)

Forms and Endorsements applying to the Coverage Parts listed below and made a part of this policy at time of issue:

Form/ Endt. #	Edition Date	Title	Total # of Forms Selected:
Forms Applicable to this Coverage part - INTERLINE-ALL COVERAGE PARTS			
CCP	2010 05 08	Service of Suit Clause	26
CIL	0003 02 20	Calculation of Premium	
CIL	1500B 02 02	Schedule of Forms and Endorsements	
CSCP	1000 05 19	Century Surety Company Commercial Lines Policy Jacket	
CSCP	1001 05 18	Century Surety Company Commercial Lines Policy Common Policy Declarations	
IL	0017 11 98	Common Policy Conditions	
IL	P001 01 04	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders	
PNCC	0001a 04 20	Policyholder Notice Claims Reporting	
PRIV	0001 05 19	Privacy Statement	
TRIA	0001 01 15	Policyholder Disclosure Notice of Terrorism Insurance Coverage	

10 Forms

Forms Applicable to this Coverage part - ENVIRONMENTAL			
CIL	1509MI 02 17	Choice of Law - Michigan	16
CSL	5000 02 21	Environmental Services Liability Program Application	
ENV	0001 03 19	Environmental Services Liability Coverage Form	
ENV	1900 09 19	Century Surety Company Environmental Services Liability Coverage Form Coverage Part - Declarations	
ENV	1966 12 18	Territorial Limitation - State of Colorado Exclusion	
ENV	2023 11 18	Mold Exclusion	
ENV	2048 04 18	Limitation - Property Damage to Underground Property	
ENV	2051 08 15	Scheduled Property Pollution Liability Exclusion Endorsement	
ENV	2052 08 15	Non-Owned Disposal Site Pollution Liability Exclusion Endorsement	
ENV	2057 04 18	Amendatory Endorsement - Flat Premium	
ENV	2059 04 18	Amendatory Endorsement - Reliance Upon Application	
ENV	2175 11 18	Exclusion of Certified Acts of Terrorism and Exclusion of Other Acts of Terrorism Committed Outside the United States	
ENV	2176 11 18	Exclusion of Punitive Damages Related to a Certified Act of Terrorism	
ENV	2184 07 19	Exclusion of Certified Nuclear, Biological, Chemical or Radiological Acts of Terrorism; Cap on Losses From Certified Acts of Terrorism	
ENV	2187 07 19	Conditional Exclusion of Terrorism (Relating To Disposition of Federal Terrorism Risk Insurance Act)	
IL	0274 02 13	Missouri Changes - Cancellation and Nonrenewal	

16 Forms



We offer *FOUR* convenient ways to report a claim

1) Online - Visit: **www.centurysurety.com**

Click on *Report a Claim*

2) Email - Send claim information to:

newclaim@centurysurety.com

3) Phone - Call our Service Center at: (800) 825-9489

4) Fax - Fax claim information to: (614) 895-7040

**We've made filing
a claim quick and
convenient!**

Simply go to
www.centurysurety.com
and click on
Report A Claim

Online reporting can
accelerate the claims
process leading to a faster
resolution for you.

SERVICE OF SUIT CLAUSE

This endorsement modifies insurance provided by the policy to which this form is attached.

It is agreed that in the event of the failure by us to pay any amount claimed to be due hereunder, we will, at your request, submit to the jurisdiction of a court of competent jurisdiction within the United States of America. Nothing in this clause constitutes or should be understood to constitute a waiver of our rights to commence an action in a court of competent jurisdiction in the United States of America, 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 of America or of any state in the United States of America. In any such suit against us, we will abide by the final decision of such court or of any Appellate Court in the event of an appeal.

It is further agreed that service of process in such suit may be made upon the person or organization shown in the Policy Declarations or upon us at the address shown in the policy jacket.

The above named are authorized and directed to accept service of process on behalf of us in any such suit and/or upon your request to give a written undertaking to you that we will enter a general appearance upon our behalf in the event such a suit shall be instituted.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL EXCESS LIABILITY COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE PART
CONTRACTORS' POLLUTION LIABILITY COVERAGE FORM
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
ENVIRONMENTAL SERVICES BUSINESSOWNERS COVERAGE FORM
ENVIRONMENTAL SERVICES LIABILITY COVERAGE FORM
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

COMMON POLICY CONDITIONS

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

A. Cancellation

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

B. Changes

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

C. Examination Of Your Books And Records

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

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

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

- a. Are safe or healthful; or

- b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate services or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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

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

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

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

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

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

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

Privacy Statement

In applying for insurance products and services with AmeriTrust Group, Inc. subsidiaries, you may have provided us with non-public personal information. Additionally, we may seek additional information, such as your creditworthiness or credit history, from third party reporting agencies. This information allows us to provide you with the best products and customer service. Keeping your personal information private and secure, whether learned directly from you or a third-party reporting agency, is our priority.

The categories of non-public personal and financial information that we collect may include your name, address, social security or employer identification number, assets, income, date of birth, motor vehicle driving information and other information that is appropriate or necessary to provide you with the insurance products and services that you request.

We do not disclose any non-public personal or financial information about you, unless permitted or required by law or with your consent.

We may have shared this information with affiliated parties as permitted by law. We refer to and use that information to issue and service your insurance policies, provide insurance services or administer claims. We restrict access to your non-public personal and financial information to those employees who need the information to provide you with products or services.

We maintain physical, electronic and procedural safeguards to protect your non-public personal and financial information. These safeguards comply with federal and state regulations.

If you contact us at our website, <https://www.ameritrustgroup.com>, we do not use “cookies”, which many organizations use to track visitors’ actions on their websites. Cookies are a general mechanism that can store and retrieve information on your computer.

We value the relationship that we have established with current and former customers. Should you have any comments or questions regarding our Privacy Policy, please contact us at 800-482-2726.

This Privacy Policy applies to the following companies: (1) AmeriTrust Group, Inc.’s insurance company subsidiaries (Star Insurance Company, Ameritrust Insurance Corporation, Williamsburg National Insurance Company, ProCentury Insurance Company, and Century Surety Company); (2) Crest Financial Corporation’s subsidiaries; and (3) Meadowbrook, Inc.’s subsidiaries.

NOTE TO AGENT:

It is required by federal law that you provide this document to the insured.

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning January 1, 2017; 82% beginning January 1, 2018; 81% beginning January 1, 2019; and 80% beginning January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is as shown below.

This premium does not include any charges for the portion of losses covered by the United States government under the Act.

Property	\$	
Inland Marine	\$	
Crime	\$	Excluded
General Liability	\$	0
Garage	\$	Excluded
	\$	
Total	\$	0

Name of Insurer: Century Surety Company

Policy Number: CCP 1003770

TRIA 0001 0115

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHOICE OF LAW – MICHIGAN

THIS ENDORSEMENT APPLIES TO ALL COVERAGES OF INSURANCE ISSUED UNDER THIS POLICY

In consideration of the premium charged for this contract of insurance, the Named Insured and the Company agree that, except for the application of choice of law principles and rules, all matters in dispute between the Company and any insured, whether procedural or substantive, including the formation of the contract, and whether sounding in contract, tort, statute, or any other legal theory, shall be governed, construed and enforced under the laws of the State of Michigan.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSOURI CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. When this endorsement is attached to the Standard Property Policy **CP 00 99**, the term Commercial Property Coverage Part in this endorsement also refers to the Standard Property Policy.

B. With respect to the:
 Commercial General Liability Coverage Part
 Commercial Property – Legal Liability Coverage Form **CP 00 40**
 Commercial Property – Mortgageholders Errors And Omissions Coverage Form **CP 00 70**
 Crime And Fidelity Coverage Part
 Employment-Related Practices Liability Coverage Part
 Equipment Breakdown Coverage Part
 Farm Liability Coverage Form
 Liquor Liability Coverage Part
 Pollution Liability Coverage Part
 Products/Completed Operations Liability Coverage Part
 Medical Professional Liability Coverage Part;

the following **Cancellation** and **Nonrenewal** Provisions apply:

Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

- 2.** We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the actual reason for cancellation, at least:
 - a.** 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
 - b.** 30 days before the effective date of cancellation if cancellation is for one or more of the following reasons:
 - (1)** Fraud or material misrepresentation affecting this policy or a claim filed under this policy or a violation of any of the terms or conditions of this policy;
 - (2)** Changes in conditions after the effective date of this policy which have materially increased the risk assumed;

- (3) We become insolvent; or
- (4) We involuntarily lose reinsurance for this policy;
- c. 60 days before the effective date of cancellation if we cancel for any other reason.

Nonrenewal

The following is added and supersedes any provision to the contrary:

- a. We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the actual reason for nonrenewal, at least 60 days prior to the effective date of the nonrenewal.
- b. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. With respect to the:

Capital Assets Program (Output Policy) Coverage Part

Commercial Inland Marine Coverage Part

Commercial Property Coverage Part

Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions Coverage Form

Farm – Livestock Coverage Form

Farm – Mobile Agricultural Machinery And Equipment Coverage Form;

Paragraphs 1., 2., 3., 4. and 6. of the **Cancellation** Common Policy Condition are replaced by the following:

Cancellation, Nonrenewal And Decreases In Coverage

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel, nonrenew, reduce in amount or adversely modify this policy by mailing or delivering to the first Named Insured written notice of this action at least:
 - a. 10 days before the effective date of this action if due to nonpayment of premium or evidence of incendiarism; or
 - b. 30 days before the effective date of this action if for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

4. Notice of:

- a. Cancellation will state the effective date of cancellation. The policy period will end on that date.
- b. Any other action will state the effective date of that action.

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

D. With respect to all Coverage Parts addressed in this endorsement, Paragraph 5. of the **Cancellation Common Policy Condition is replaced by the following:**

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium:

- a. We will compute return premium pro rata and round to the next higher whole dollar when this policy is:

- (1) Cancelled by us or at our request;
- (2) Cancelled because you no longer have a financial or insurable interest in the property or business operation that is the subject of this insurance;
- (3) Cancelled but rewritten with us or in our company group; or
- (4) Cancelled after the first year, if it is a prepaid policy written for a term of more than one year.

- b. When this policy is cancelled at the request of the first Named Insured (except when Paragraph a.(2), a.(3) or a.(4) applies), we will return 90% of the pro rata unearned premium (or 75% of the pro rata unearned premium for the Equipment Breakdown Coverage Part), rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multiyear prepaid policy, we will return the full annual premium for the subsequent years.

The refund will be less than 90% of the pro rata unearned premium (or less than 75% of the pro rata unearned premium for the Equipment Breakdown Coverage Part) if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.

Century Surety Company

ENVIRONMENTAL SERVICES LIABILITY COVERAGE FORM

Coverage Part - Declarations

Policy No: CCP 1003770

Effective Date: 09/03/2021

12:01 A.M. Standard Time

NAMED INSURED: Midwest Radon Testing LLC

A. LIMITS OF INSURANCE:

General Aggregate Limit (Other than the Product-Completed Operations in Coverage A)	\$	1,000,000
Products-Completed Operations Aggregate Limit (Coverage A)	\$	1,000,000
Personal and Advertising Injury Limit	\$	1,000,000
Each Occurrence	\$	1,000,000
Contractors' Pollution Liability Each Pollution Condition Limit	\$	1,000,000
Consultants' Professional Liability Each Wrongful Act Limit	\$	1,000,000
Scheduled Property Each Pollution Condition Limit	\$	N/A
Non-Owned Disposal Site Each Non-Owned Disposal Site Pollution Condition Limit	\$	N/A
Damage To Premises Rented To You	\$	100,000 Any One Fire
Medical Expense Limit	\$	5,000 Any One Person

If any Coverage Form, Coverage Part or policy issued to you by us or any company affiliated with us apply to the same claim for damages, the maximum Limit of Insurance for Liability Coverage under all of the Coverage Forms, Coverage Parts or policies shall not exceed the highest applicable Limit of Insurance available under any one Coverage Form, Coverage Part or policy. This provision would not apply to any Coverage Part, Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this policy.

B. RETROACTIVE DATES:

ENV 0001 only

Contractors Pollution Liability Coverage D Retroactive Date (ENV 2032 attached)	N/A
Consultants' Professional Liability Coverage E Retroactive Date	09/03/2019
Scheduled Property Pollution Liability Coverage F Retroactive Date	N/A
Non-owned Disposal Site Pollution Liability Coverage G Retroactive Date	N/A

ENV 0002 only

Commercial General Liability Coverage A and B Retroactive Date	N/A
Contractors' Pollution Liability Coverage D Retroactive Date	N/A
Consultants' Professional Liability Coverage E Retroactive Date	N/A
Scheduled Property Pollution Liability Coverage F Retroactive Date	N/A
Non-owned Disposal Site Pollution Liability Coverage G Retroactive Date	N/A

C. DEDUCTIBLE:

Commercial General Liability Coverage A and B	\$	2,500	<input checked="" type="checkbox"/> Each Event	<input type="checkbox"/> Per Claim
Contractors' Pollution Liability Coverage D	\$	2,500	<input checked="" type="checkbox"/> Each Event	<input type="checkbox"/> Per Claim
Consultants' Professional Liability Coverage E	\$	2,500	<input type="checkbox"/> Each Event	<input checked="" type="checkbox"/> Per Claim
Scheduled Property Pollution Liability Coverage F	\$	N/A	<input type="checkbox"/> Each Event	<input type="checkbox"/> Per Claim
Non-owned Disposal Site Pollution Liability Coverage G	\$	N/A	<input type="checkbox"/> Each Event	<input type="checkbox"/> Per Claim

Deductible also applies to Supplementary Payments ☒ Yes ☐ No

D. SCHEDULE OF HAZARDS

St /Terr Code	Classification	Prem. Basis	Prem. Ops.	Pr/Co	ADVANCED PREMIUM
					Pr/Co All Other
	See Attached Warranty Application	Flat			1,860
Audit period is Annual Unless Otherwise Stated			Total Advance Premium \$ 1,860		
			TRIA Coverage \$ 0		
			Minimum Premium for This Coverage Part \$ 1,860		

FORMS AND ENDORSEMENTS (other than applicable Forms and Endorsements shown elsewhere in the policy):

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:

See Attached Schedule of Forms, CIL 1500b 02 02

**THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE
NAME OF THIS INSURED AND THE POLICY PERIOD**

ENVIRONMENTAL SERVICES LIABILITY COVERAGE FORM

(SOME COVERAGES HAVE DEFENSE EXPENSES WITHIN THE LIMITS)

NOTICE:

WHEN INDICATED IN THE DECLARATIONS AS BEING INCLUDED BY SHOWING A LIMIT OF LIABILITY AND PREMIUM, CONSULTANTS' PROFESSIONAL LIABILITY (COVERAGE E), SCHEDULED PROPERTY POLLUTION LIABILITY (COVERAGE F), AND NON-OWNED DISPOSAL SITE POLLUTION LIABILITY (COVERAGE G) PROVIDE CLAIMS-MADE AND REPORTED COVERAGE.

THESE COVERAGES IF PROVIDED HAVE A COVERAGE TRIGGER AND REPORTING REQUIREMENTS, INCLUDING CLAIMS DEFENSE EXPENSES WITHIN THE LIMITS OF LIABILITY, THAT DIFFER FROM THE OCCURRENCE COMMERCIAL GENERAL LIABILITY (COVERAGES A & B) AND OCCURRENCE CONTRACTORS' POLLUTION LIABILITY COVERAGE SECTIONS (COVERAGE D).

IT IS HIGHLY RECOMMENDED THAT YOU CONSULT WITH YOUR AGENT AND ATTORNEY TO UNDERSTAND ANY COVERAGE DIFFERENCES.

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 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 VI - Definitions.

We agree to provide the following coverage, in reliance upon the statements made within the application which is made a part hereof, and subject to all the terms, exclusions and conditions of this policy.

SECTION I - COVERAGES

COMMERCIAL GENERAL LIABILITY 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 Deductibles; and

- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance alone or in any combination in the payment of:

- (a) Judgments or settlements under Coverage A, B, D, E, F or G; and
- (b) "Clean-up costs" under Coverage D, E, F or G; and
- (c) "Defense expenses" incurred under Coverage E, F or G; and
- (d) Medical payments under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under item 3. Supplementary Payments – Coverage A. Bodily Injury and Property Damage Liability.

- 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"; and
- (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" or "responsible insured" 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" or "responsible insured" 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" or "responsible insured" 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" or "responsible insured" 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; or
 - (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

Any "claim", cost, expense or damages arising from an act or omission that, from the standpoint of the insured, can be reasonably expected to cause "bodily injury" or "property damage" even if the resulting injury or damage is of a different kind or degree than intended or reasonably expected.

This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

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

- (1) That the insured would have in the absence of the contract or agreement; or

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

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

c. Liquor Liability

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

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

This exclusion applies even if the "claims" against any insured allege negligence or other wrongdoing in:

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

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

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

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

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

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

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

f. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "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"

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

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven (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 And Deductible.

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".

q. Distribution Of Material In Violation Of Statutes

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

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) The Fair Credit Reporting Act (FCRA), and any amendment or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

r. Failure To Comply

"Claims", "defense expenses" or damages arising out of any "responsible insured's" intentional knowing, willful or deliberate failure to comply with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental or public agency.

s. Leaking Storage Tank System

"Bodily injury" or "property damage" alleged or determined to be caused in whole or in part by a leaking underground or above ground storage tank and associated connections and piping that has been installed or serviced by the insured.

t. Asbestos, Lead or Silica

"Bodily injury" or "property damage" arising out of, or resulting from, or in any way related to the disposal, distribution, existence, handling, ingestion, inhalation, sale, storage, shipping, transportation or use of any:

- (1) Asbestos in any form or of any type, or materials or equipment containing any form or type of asbestos; or
- (2) Lead or lead paint, or any material containing lead in any form; or
- (3) Silica or any material containing silica in any form or a compound containing silica.

u. Mold, Fungi, Virus, Bacteria, Air Quality, Contaminants, Minerals or Other Harmful Materials

- (1) "Bodily injury", or "property damage" arising out of, caused by, or contributed to in any way by the existence, growth, spread, dispersal, release, or escape of any mold, fungi, lichen, virus, bacteria, algae, or other growing organism that has toxic, hazardous, noxious, pathogenic, irritating or allergen qualities or characteristics. This exclusion applies to all such "claims" or causes of action, including allegations that any insured caused or contributed to conditions that encouraged the growth, depositing or establishment of such colonies of mold, lichen, fungi, virus, bacteria, algae, or other living or dead organism; or

- (2) "Bodily injury" or "property damage" arising out of, caused by, or alleged to be contributed to in any way by the presence of any toxic, hazardous, noxious, irritating, pathogenic or allergen substances in indoor air even for a very brief period of time, regardless of cause; or

- (3) "Bodily injury", or "property damage" arising out of, caused by, or alleged to be contributed to in any way by any insured's use, sale or installation of any substance, material, or other product that is either alleged or deemed to be hazardous, toxic, irritating, pathogenic or noxious in any way, or contributes in any way to an allergic reaction; or

- (4) "Bodily injury" or "property damage" arising out of, caused by, or alleged to be contributed to in any way by toxic or hazardous properties of minerals or other substances.

v. Professional Liability

"Bodily injury" or "property damage" arising out of the rendering of or failure to render any "professional services" by or for any Insured including:

- (1) The preparing, approving or failure to prepare or approve any maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection or engineering services.

This exclusion applies even if the "claims" against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", involved the rendering of or failure to render any professional services by you or on your behalf with respect to the operations described above.

w. Insured Versus Insured

"Claims" or "suits" brought by any insured against any other insured qualifying as an insured in paragraph 1. of Section II – Who Is An Insured., including all "defense expenses" or damages incurred in connection with such "claims" or "suits" by any insured qualifying as an insured in paragraph 1. of Section II – Who Is An Insured.

x. Waste Facility

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" from a "waste facility".

y. Work Or Premises Specifically Insured Elsewhere

"Claims", "defense expenses", damages, demands, requests for defense, payment or any other cost arising out of, caused by or occurring at premises or "your work" covered under any insurance purchased by you or others on your behalf specifically for that premises or project under a Consolidated Insurance Program (CIP), Owner-Controlled Insurance Program (OCIP), Contractor-Controlled Insurance Program (CCIP), Wrap-Up or similar insurance program.

z. Employment Related Practices

"Bodily injury" to:

(1) Any person arising out of any:

- (a)** Refusal to employ that person; or
- (b)** Termination of that person's employment; or
- (c)** Refusal or failure to give a good reference or the giving of a bad reference of any kind; or
- (d)** Employment related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person.

(2) The spouse, child, parent or sibling of that person as a consequence of "bodily injury" to that person at whom any of the employment related practices described in paragraphs (a), (b), (c) or (d) above is directed.

This exclusion applies:

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

aa. Abuse Or Molestation

"Bodily injury" arising out of:

- (1)** The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, or
- (2)** The negligent:
 - (a)** Employment;
 - (b)** Investigation;
 - (c)** Supervision;
 - (d)** Reporting to the proper authorities, or failure to so report; or

(e) Retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by paragraph (1) above.

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 And Deductibles.

3. SUPPLEMENTARY PAYMENTS – COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

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

- (1)** All expenses we incur.
- (2)** 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 this Coverage **A** applies. We do not have to furnish these bonds.
- (3)** 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.
- (4)** 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.
- (5)** All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- (6)** 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.
- (7)** All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These Supplementary Payments will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1)** The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract"; and

- (2) This insurance applies to such liability assumed by the insured; and
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract"; and
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee; and
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - i Cooperate with us in the investigation, settlement or defense of the "suit"; and
 - ii Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit"; and
 - iii Notify any other insurer whose coverage is available to the indemnitee; and
 - iv Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - i Obtain records and other information related to the "suit"; and
 - ii Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of paragraph **2.b.(2)** of Section **I** Coverages, Coverage **A** Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in paragraph **b.** (6) above, are no longer met.

COMMERCIAL GENERAL LIABILITY 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 Deductible; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance alone or in any combination in the payment of:
 - (a) Judgments or settlements under Coverages **A, B, D, E, F** or **G**; and
 - (b) "Clean-up costs" under Coverage **D, E, F** or **G**; and
 - (c) "Defense expenses" incurred under Coverage **E, F** or **G**; and
 - (d) Medical payments under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under item **3. Supplementary Payments – Coverage B. – Personal and Advertising Injury Liability**.

- 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 any insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".
- b. **Material Published With Knowledge Of Falsity**
"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.
- c. **Material Published Prior To Policy Period**
"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the "policy period".

d. Criminal Acts

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

e. Contractual Liability

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

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract.

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.

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

k. Electronic Chatrooms Or Bulletin Boards

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

l. Unauthorized Use Of Another's Name Or Product

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

m. Pollution

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

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) "Claim" or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

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

p. Distribution Of Material In Violation Of Statutes

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

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

q. Abuse Or Molestation

"Personal and advertising injury" arising out of:

- (1) The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, or
- (2) The negligent:
 - (a) Employment;
 - (b) Investigation;
 - (c) Supervision;
 - (d) Reporting to the proper authorities, or failure to so report; or
 - (e) Retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by paragraph (1) above.

r. Employment Related Practices

"Claims" arising out of "personal and advertising injury" to:

- (1) Any person arising out of any:
 - (a) Refusal to employ that person; or
 - (b) Termination of that person's employment; or
 - (c) Refusal or failure to give a good reference or the giving of a bad reference of any kind; or
 - (d) Employment related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person.
- (2) The spouse, child, parent or sibling of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment related practices described in paragraphs (a), (b), (c) or (d) above is directed.

This exclusion applies:

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

s. Professional Liability

"Personal and advertising injury" arising out of the rendering or failure to render any "professional services" by or for any insured including:

- (1) The preparation, approving, or failure to prepare or approve any maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection or engineering services.

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 offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you or on your behalf with respect to the operations described above.

t. Insured Versus Insured

"Claims" or "suits" brought by any insured against any other insured qualifying as an insured in paragraph 1. of Section II – Who Is An Insured., including all "defense expenses" or damages incurred in connection with such "claims" or "suits" by any insured qualifying as an insured in paragraph 1. of Section II – Who Is An Insured.

3. SUPPLEMENTARY PAYMENTS – COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY

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 this Coverage B applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These Supplementary Payments will not reduce the limits of insurance.

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; or
 - (2) On ways next to premises you own or rent; or
 - (3) Because of the insured’s “covered operations”; provided that:
 - (a) The accident takes place in the “coverage territory” and during the “policy period”; and
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for “bodily injury”:

a. Any Insured

To any insured, except “volunteer workers”.

b. Hired Person

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

c. Injury On Normally Occupied Premises

To a person injured on that part of premises that 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. Bodily Injury And Property Damage Liability

h. Nuclear Energy

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.

COVERAGE D - CONTRACTORS’ POLLUTION LIABILITY

1. Insuring Agreement

- a. We will pay on behalf of the insured those sums that the insured shall become legally obligated to pay as damages because of “claims” for “bodily injury”, “property damage” or “environmental damage” resulting from “pollution conditions” caused by “covered operations” of the insured 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”, “property damage” or “environmental damage” to which this insurance does not apply. We may, at our discretion, investigate any “pollution condition” and settle any “claim” or “suit” that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance and Deductibles; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance alone or in any combination in the payment of:
 - (a) Judgments or settlements under Coverages A, B, D, E, F or G; and
 - (b) “Clean-up costs” under Coverage D, E, F or G; and
 - (c) “Defense expenses” incurred under Coverage E, F or G; and
 - (d) Medical payments under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under item 3. Supplementary Payments – Coverage D. - Contractors’ Pollution Liability

- b. This insurance applies to “bodily injury”, “property damage” or “environmental damage” only if:
 - (1) The “bodily injury”, “property damage” or “environmental damage” is caused by a “pollution condition” that takes place in the “coverage territory”; and
 - (2) The “bodily injury”, “property damage” or “environmental damage” first occurs during the “policy period”; and
 - (3) The “pollution conditions” were unexpected and unintended from the standpoint of any “responsible insured”; and

- (4) Prior to the “policy period” no insured listed under paragraph 1. of Section II. Who Is An Insured and no “responsible insured” or “employee” authorized by you to give or receive notice of an “occurrence”, “pollution condition” or “claim”, knew that the “pollution condition” had occurred, in whole or in part.

If such a listed insured, “responsible insured” or authorized “employee” knew, prior to the “policy period”, that the “pollution condition” had occurred, then any continuation, change or resumption of such “pollution condition” or related “bodily injury”, “property damage” or “environmental damage” during or after the “policy period” will be deemed to have been known prior to the “policy period”.

- c. All “bodily injury”, “property damage” or “environmental damage” arising from a “pollution condition” shall be deemed to take place at the time the first of all such “bodily injury”, “property damage” or “environmental damage” occurs, even if the nature and extent of such damage may change; and even though the damage may be continuous, progressive, cumulative, changing or evolving; or there are multiple claimants; and even though the “pollution conditions” causing such damage may be continuous or repeated exposure to substantially the same general harmful condition.
- d. A “pollution condition” or series of related “pollution conditions” 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 “responsible insured” or an “employee” authorized by you to give or receive notice of an “occurrence”, “pollution condition” or “claim”:
- (1) Reports all, or any particular detail or fact related to the “pollution condition” to us or any other insurer; or
 - (2) Receives a written or verbal demand or “claim” for damages because of, or related to, the pollution; or
 - (3) Receives a written or verbal notice that a “pollution condition” has commenced or occurred; or
 - (4) Becomes aware by any other means that a “pollution condition” or related “bodily injury”, “property damage” or “environmental damage” has occurred or has begun to occur.
- e. We will pay “environmental response costs” arising from “pollution conditions” caused by “covered operations”. “Environmental response costs” must first be incurred by the insured during the “policy period” and the following conditions must be met:
- (1) The insured must report all “environmental response costs” to us in accordance with Section IV. Conditions, paragraph 2. Duties in

the Event of Occurrence, Pollution Condition, Non-Owned Disposal Site Pollution Condition, Wrongful Act, Offense, Claim or Suit; and

- (2) Such “pollution conditions” must be unexpected or unintended from the standpoint of the insured.

2. Exclusions

This insurance does not apply to:

a. Failure To Comply

“Bodily injury”, “property damage” or “environmental damage” arising out of any “responsible insured’s” intentional, knowing, willful or deliberate failure to comply with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental or public agency.

b. Product Liability

“Bodily injury”, “property damage” or “environmental damage” based upon or arising out of the sale, distribution, design or manufacture of a product unless installed as part of “covered operations”.

c. Contractual Liability

“Bodily injury”, “property damage” or “environmental 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”, “property damage” or “environmental 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”, “property damage”, or “environmental damage” provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same “insured contract”; and
 - (b) Such attorneys’ fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

d. 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:

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

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

e. Workers' Compensation And Similar Laws

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

f. War

"Bodily injury", "property damage" or "environmental 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.

g. Waste Facility

Any "claim" at or from any premises, "work 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. This paragraph does not apply to liability you may have at such a site if it is the subject of "your work" for a "pollution condition" that is caused by "your work" and commences or first occurs while "your work" is in progress.

h. Professional Liability

"Bodily injury", "property damage", or "environmental damage" arising out of the rendering of or failure to render any "professional services" by or for any insured including:

- (1) The preparing, approving or failure to prepare or approve any maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection or engineering services.

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 "pollution condition" which cause the "bodily injury" or "property damage", or "environmental damage" involved that which is described above.

i. Damage To Your Product

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

j. Insured Versus Insured

"Claims" or "suits" brought by any insured against any other insured qualifying as an insured in paragraph 1. of Section II – Who Is An Insured., including all "defense expenses" or damages incurred in connection with such "claims" or "suits" by any insured qualifying as an insured in paragraph 1. of Section II – Who Is An Insured.

k. Damage To Property

"Property damage" or "environmental damage" to:

- (1) Property that 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" or "environmental 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" or "environmental damage" arises out of those operations.

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.

l. 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".

m. Distribution Of Material In Violation Of Statutes

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

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

n. Employment Related Practices

"Bodily injury" to:

- (1) Any person arising out of any:
 - (a) Refusal to employ that person; or
 - (b) Termination of that person's employment; or
 - (c) Refusal or failure to give a good reference or the giving of a bad reference of any kind; or
 - (d) Employment related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person.
- (2) The spouse, child, parent or sibling of that person as a consequence of "bodily injury" to that person at whom any of the employment related practices described in paragraphs 1. (a), (b), (c) or (d) above is directed.

This exclusion applies:

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

o. Work Or Premises Specifically Insured Elsewhere

"Claims", "defense expenses", damages, demands, requests for defense, payment or any other cost arising out of, caused by or occurring at premises or "your work" covered under any insurance purchased by you or others on your behalf specifically for that premises or project under a Consolidated Insurance Program (CIP), Owner-Controlled Insurance Program (OCIP), Contractor-Controlled Insurance Program (CCIP), Wrap-Up or similar insurance program.

p. Expected Or Intended

Any "claim", loss, cost or expense arising from an act or omission that, from the standpoint of the insured, can be reasonably expected to cause "bodily injury", "property damage" or "environmental damage" even if the resulting injury or damage is of a different kind or degree than intended or reasonably expected.

q. Personal And Advertising Injury

"Bodily injury" or "environmental damage" arising out of "personal and advertising injury".

r. Aircraft, Auto Or Watercraft

"Bodily injury", "property damage" or "environmental 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, or others, including contractors, who an insured is held, or alleged to be, responsible for. 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", "property damage" or "environmental damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft.

This exclusion does not apply to "bodily injury", "property damage", or "environmental damage" caused by a "pollution condition" at or emanating from a site where "your work" is being performed.

3. SUPPLEMENTARY PAYMENTS COVERAGE D – CONTRACTORS' POLLUTION LIABILITY

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 this Coverage D applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

- f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These Supplementary Payments will not reduce the limits of insurance.

COVERAGE E CONSULTANTS' PROFESSIONAL LIABILITY

This is a Claims Made and Reported Coverage. "Defense expenses" are within the limit of insurance shown in the Declarations.

1. Insuring Agreement

- a. We will pay on behalf of the insured, those sums that the insured is legally obligated to pay as damages directly resulting from a "wrongful act" 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" to which this insurance does not apply. We may, at our discretion, investigate, any "wrongful act" and settle any "claim" or "suit" that may result. But:

- (1) The amount we will pay for any combination of "defense expenses" and damages is limited as described in Section III – Limits of Insurance and Deductibles; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance alone or in any combination in the payment of:
 - (a) Judgments or settlements under Coverages A, B, D, E, F or G; and
 - (b) "Clean-up costs" under Coverage D, E, F or G; and
 - (c) "Defense expenses" under Coverage E, F or G; and
 - (d) Medical Payments under Coverage C.

- b. This insurance applies to damages and "defense expenses" only if:

- (1) The "wrongful act" takes place in the "coverage territory"; and
- (2) The "wrongful act" arises out of covered "professional services"; and
- (3) The "wrongful act" occurred on or after the Consultants' Professional Liability Retroactive Date, if any, shown in the Declarations and prior to the end of the "policy period"; and
- (4) Prior to the "policy period" no insured listed under paragraph 1. of Section II – Who Is An Insured, and no "responsible insured" or "employee" authorized by you to give or receive notice of a "claim" or "wrongful act" had

knowledge of a "wrongful act" which occurred prior to the Effective Date of this policy unless:

- (a) This policy is a renewal and you reported, in writing, the "wrongful act", or suspected "wrongful act" under a previous policy issued by us; or
- (b) You reported the "wrongful act" or suspected "wrongful act" to us prior to the effective date shown in the Declarations; and
 - i We have acknowledged in writing that a "claim" arising out of that "wrongful act" may be covered, subject to all the remaining terms and conditions of this policy; and
 - ii Have issued an endorsement to this policy excepting this condition of prior knowledge for potentially covered "claims" arising out of that "wrongful act" or alleged "wrongful act"; and

- (5) A "claim" for damages is:

- (a) First made against an insured during the "policy period", or within any Extended Reporting Period we may provide under the terms and conditions of Section V – Extended Reporting Period Coverage E Consultants' Professional Liability, if applicable, and
- (b) Is reported in writing to us promptly during the "policy period" or within the Extended Reporting Period we provide under Section V – Extended Reporting Period Coverage E Consultants' Professional Liability, if applicable. Notice of a "wrongful act" is not notice of a "claim".

A "claim" is deemed first made against the insured when the insured first receives notice of it. A "claim" is deemed reported to us on the date we receive written notice of it.

All "claims" for damages to the same person or organization, including damages claimed by any person or organization for care, loss of services, or death will be deemed to have been made at the time the first of these "claims" is made against any insured.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Claims", "defense expenses", or damages arising out of "professional services" rendered by or for the insured that, from the standpoint of the insured, could be reasonably expected to cause damage or damages of any kind.

This exclusion applies even if the damage or damages are of a different kind or degree than intended or originally expected.

b. Contractual Liability

"Claims", "defense expenses", or damages arising out of liability the insured has assumed in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

c. Prior Claims

"Claims" that were reported under any policy in force prior to this policy.

d. Criminal, Dishonest, Fraudulent, Malicious Or Intentional Acts

"Claims", "defense expenses", or damages arising out of any criminal, dishonest, fraudulent, malicious, or intentional act or omission, or those of a knowingly wrongful nature committed intentionally by or at the direction of the insured.

e. Failure To Comply

"Claims", "defense expenses" or damages arising out of any "responsible insured's" intentional, knowing, willful or deliberate failure to comply with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental or public agency.

f. Discrimination

"Claims", "defense expenses", or damages arising in whole or in part out of any discrimination by the insured on the basis of race, creed, color, national origin, disability, age, marital status, gender or sexual orientation.

g. Other Interests

"Claims", "defense expenses", or damages:

- (1) Arising out of or based upon any insured's involvement as a partner, officer, director, stockholder, employer or "employee" of any business enterprise not named in the Declarations of this policy; or
- (2) Brought by an entity, agent, "employee", partner, shareholder, subrogee or assignee of any entity that is either wholly or partially owned by an insured, or wholly or partly owns an insured.

h. Workers' Compensation And Similar Laws

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

i. Employer's Liability

"Claims", "defense expenses", or damages from:

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

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

j. Products Liability

"Claims", "defense expenses" or damages arising in whole or in part out of any goods or products sold, designed, manufactured, distributed, repaired or furnished by any insured or any entity operating pursuant to a lease or license granted by an insured.

k. Infringement of Copyright, Patent, Trademark Or Trade Secret

"Claims", "defense expenses", or damages arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

l. Insurance, Surety And Financing

"Claims", "defense expenses" or damages arising out of or based upon any insured's acts, errors or omissions with regard to the requiring of, or failure to require or advise, or failure to maintain or procure any form, type or amount of insurance, surety bond or financing of any kind.

m. Express Warranties Or Guarantees

"Claims", "defense expenses", or damages arising out of or based upon any express warranties or guarantees, provided that this exclusion shall not apply if damages would have occurred in the absence of such express warranties or guarantees. Furthermore, this exclusion shall not apply to any determination by the insured of the presence or absence of "pollutants".

n. War

"Claims", "defense expenses", or damages arising, directly or indirectly, out of:

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

o. Insured Versus Insured

"Claims" or "suits" brought by any insured against any other insured qualifying as an insured in paragraphs 1 of Section II – Who Is An Insured., including all "defense expenses" or damages incurred in connection with such "claims" or "suits" by any insured qualifying as an insured in paragraphs 1. of Section II – Who Is An Insured.

p. Work Or Premises Specifically Insured Elsewhere

"Claims", "defense expenses", damages, demands, requests for defense, payment or any other cost arising out of, caused by or occurring at premises or "your work" covered under any insurance purchased by you or others on your behalf specifically for that premises or project under a Consolidated Insurance Program (CIP), Owner-Controlled Insurance Program (OCIP), Contractor-Controlled Insurance Program (CCIP), Wrap-Up or similar insurance program.

q. Fines And Penalties

"Claims", "defense expenses", or damages arising out of or based upon any fines, penalties, or statutory assessments levied against any insured.

r. Bankruptcy Or Insolvency

"Claims", "defense expenses", or damages arising out of or based upon the bankruptcy, insolvency, or failure to pay debt of any kind by any insured or any other person or organization.

s. Nuclear Energy

"Claims", "defense expenses", or damages arising out of or based upon the radioactive, toxic or explosive properties of "nuclear material" and for which the insured is indemnified by the United States Department of Defense, United States Department of Energy, or any other governmental authority, or for which the insured is provided protection under the Price Anderson Act.

t. Aircraft, Auto Or Watercraft

"Claims", "defense expenses", or damages arising out of the ownership, operation, maintenance, use or "loading or unloading" of any aircraft, "auto", watercraft or "mobile equipment" of any kind which is owned, operated, rented by or loaned to any insured.

u. Waste Facility

"Claims", "defense expenses" or damages based upon or arising out of any wastes, products or materials which have been delivered to a "waste facility" beyond the boundaries of a site at which "your work" is being performed.

v. Damage To Property

"Claims", "defense expenses", or damages based upon or arising out of any "professional services" rendered in relation to:

- (1) Property that 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 that you sell, give away or abandon, if the damages arises out of any part of those premises;
- (3) Property loaned to any insured;
- (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 damages 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.

COVERAGE F – SCHEDULED PROPERTY POLLUTION LIABILITY

This is a Claims Made and Reported Coverage. "Defense expenses" are within the limit of insurance shown in the Declarations.

1. Insuring Agreement

- a. We will pay on behalf of the insured those sums that the insured is legally obligated to pay because of "claims" and "defense expenses" to which this insurance applies for:

- (1) Damages claimed for "bodily injury" or "property damage" resulting from "pollution conditions" on, under or migrating from a "scheduled property"; and
- (2) "Clean-up costs" resulting from "pollution conditions" on, under or migrating away from a "scheduled property".

We will have the right and duty to defend the insured against any "suit" seeking such damages.

However, we will have no duty to pay any sums or defend the insured against any "suit" seeking damages to which this insurance does not apply.

- b. We may, at our discretion, investigate any "pollution conditions" and settle any "claim" or "suit" that may result. But:

- (1) The amount we will pay for any combination of "defense expenses", "clean-up costs" and damages is limited as described in Section III – Limits of Insurance and Deductibles; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance alone or in any combination in the payment of:

- (a) Judgments or settlements under Coverage, **A, B, D, E, F** or **G**; and
- (b) "Clean-up costs" under Coverage **D, E, F**, or **G**; and
- (c) "Defense expenses" incurred under Coverages **E, F**, or **G**; and
- (d) Medical payments under Coverage **C**.

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

c. This insurance applies to "bodily injury", "property damage" or "clean-up costs" only if:

- (1) A "responsible insured" first becomes aware of such "pollution conditions" during the "policy period"; and
- (2) A "claim" is first made against the insured and is reported to us in writing during the "policy period", or within ninety (90) days of the end of the policy period; and
- (3) The "pollution conditions" first commenced on or after the Retroactive Date for the appropriate "Scheduled Property" as shown in the Declaration pages; and
- (4) The "pollution conditions" must be unexpected and unintended from the standpoint of any "responsible insured"; and
- (5) Where required, the "pollution conditions" have been reported to the appropriate governmental agency in compliance with applicable "environmental laws".

d. All "bodily injury", "property damage" or "clean-up costs" resulting from "pollution conditions" shall be deemed to have taken place at the time the first of all such "pollution conditions" occur, even if the nature and extent of such "pollution conditions" may change; and even though the "pollution conditions" may be continuous, progressive, cumulative, changing, evolving, or there are multiple or new claimants.

e. All "bodily injury", "property damage" or "clean-up costs" resulting from a "pollution condition" or series of related "pollution conditions" will be deemed to have been known to have occurred at the earliest time when any "responsible insured":

- (1) Reports all, or any part, of the "bodily injury", "property damage" or "clean-up costs" to us or any other insurer; or
- (2) Receives a written or verbal demand or "claim" for "bodily injury", "property damage" or "clean-up costs" because of the "pollution condition"; or
- (3) Receives a written or verbal notice that a "pollution condition" has commenced or occurred; or

(4) Becomes aware by any other means that a "pollution condition" has commenced or occurred.

2. Exclusions

This insurance does not apply to:

a. Criminal Fines, Penalties or Assessments:

Any fines, penalties or assessments.

b. Contractual Liability

"Clean-up costs", "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 that the insured would have in the absence of the contract or agreement.

c. Failure to Comply

"Clean-up costs", "bodily injury" or "property damage" arising out of any "responsible insured's" intentional, knowing, willful or deliberate failure to comply with any statute, regulation, ordinance, "environmental law", administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental or public agency or body.

However, this exclusion does not apply to such non-compliance based upon the insured's good faith reliance upon the written advice of qualified outside counsel received in advance of such non-compliance or upon our written consent.

d. Expected or Intended

Any "pollution condition", "claim", loss, cost or expense arising out of an act or omission that, from the standpoint of any "responsible insured", could be reasonably expected to cause "clean-up costs", "bodily injury" or "property damage" even if the resulting injury or damage is of a different kind or degree than intended or reasonably expected.

e. Product Liability

"Clean-up costs", "bodily injury" or "property damage" based upon or arising out of the sale, distribution, design or manufacture of any product once any such product has left the insured's possession and been transferred beyond the boundaries of any "scheduled property".

f. Waste Facilities

Any "pollution condition" arising out of any "scheduled property" or other premises which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of wastes.

However, this exclusion does not apply to the insured's liability arising out of the temporary storage, in a locked and secured container or dumpster, of materials removed from a job site of

the insured that is included in the definition of “covered operations” provided such storage is in compliance with the strictest of state, federal or local regulations.

g. Insured Expenses

Any costs, charges or expenses incurred by the insured for goods supplied or services performed by any “employee” of the insured, or its parent, subsidiary or affiliates.

h. War

“Clean-up costs”, “bodily injury” or “property damage”, however caused, directly or indirectly, arising out of:

- (1) War, including declared or undeclared civil war; or
- (2) War-like 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.

i. Asbestos In Place

Any “pollution condition” arising out of asbestos or asbestos-containing material installed or applied in, on or to any building or other structure.

j. Lead In Place

Any “pollution condition” arising out of lead-based paint installed or applied in, on or to any building or other structure.

k. Employer’s Liability

“Bodily injury” to:

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

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

l. Workers’ Compensation and Similar Laws

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

m. Nuclear Energy

“Clean-up costs”, “bodily injury”, “property damage”

- (1) Resulting from the radioactive, toxic or explosive 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.

- (2) Resulting from the radioactive, toxic or explosive properties of “nuclear material”, “nuclear waste” or any radioactive substance.

n. Insured Versus Insured

“Claims” or “suits” brought by any insured against any other insured qualifying as an insured in paragraph 1. of Section II – Who Is An Insured, including all “defense expenses” or damages incurred in connection with such “claims”.

o. 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”.

p. Storage Tanks

Any “pollution condition” arising out of any “underground storage tank” or an “above-ground storage tank” unless such tank is specifically listed and scheduled on an endorsement attached to this policy, and the contents of the tank are accurately listed on the endorsement.

q. Divested Property

Any “pollution conditions” arising out of any property or “scheduled property” which the insured sells, gives away, donates, abandons, terminates lease, or relinquishes operational or management control of prior to effective date shown in the Declarations or during the “policy period”.

r. Acquired Property

Any “pollution conditions” arising out of any property or portions of property the insured first acquires, leases, rents, occupies or manages after the effective date shown in the Declarations.

s. Transportation

Any “pollution condition” 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 “claims” or “suits” against the insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the insured.

However, this exclusion does not apply to “pollution conditions” at any “scheduled property”.

COVERAGE G - NON-OWNED DISPOSAL SITE POLLUTION LIABILITY

This is a Claims Made and Reported Coverage. “Defense expenses” are within the limit of insurance shown in the Declarations.

1. Insuring Agreement

- a. We will pay on behalf of the insured those sums that the insured is legally obligated to pay because of “claims” and “defense expenses” to which this insurance applies for:

- (1) Damages claimed for “bodily injury” or “property damage” resulting from a “non-owned disposal site pollution condition” on, under or migrating from a “non-owned disposal site”; and
- (2) “Clean-up costs” resulting from “non-owned disposal site pollution condition” on, under or migrating away from a “non-owned disposal site”.

We will have the right and duty to defend the insured against any “suit” seeking such damages.

However, we will have no duty to defend the insured against any “suit” seeking damages to which this insurance does not apply.

- b. We may, at our discretion, investigate any “non-owned disposal site pollution condition” and settle any “claim” or “suit” that may result. But:

- (1) The amount we will pay for any combination of “defense expenses”, “clean-up costs” and damages is limited as described in Section III – Limits of Insurance and Deductibles; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance alone or in any combination in the payment of:
 - (a) Judgments or settlements under Coverage, **A, B, D, E, F** or **G**; and
 - (b) “Clean-up costs” under Coverage **D, E, F** or **G**; and
 - (c) “Defense expenses” incurred under Coverages **E, F** or **G**; and
 - (d) Medical payments under Coverage **C**.

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

- c. This insurance applies to “bodily injury”, “property damage” or “clean-up costs” only if:

- (1) A “responsible insured” first becomes aware of such “non-owned disposal site pollution condition” during the “policy period”; and

- (2) A “claim” for such “non-owned disposal site pollution condition” is first made against the insured and is reported to us in writing during the “policy period”, or within ninety (90) days of the end of the policy period; and
- (3) The “non-owned disposal site pollution condition” first commenced on or after the “Non-Owned Disposal Site” retroactive date shown in the Declarations; and
- (4) The “non-owned disposal site pollution condition” must be unexpected and unintended from the standpoint of any “responsible insured”; and
- (5) The “non-owned disposal site” neither is or was the subject of “your work” intended to, clean up, stabilize or otherwise remediate “environmental damage”; and
- (6) You had not accepted title to any waste or materials from a job owner that were disposed of at the “non-owned disposal site”; and
- (7) All waste or other materials that were disposed of:
 - (a) Were, at the time of disposal, properly manifested and packaged according to “environmental law”; and
 - (b) You can produce such manifest(s) at the time any “claim” is made; and
- (8) Where required, the “non-owned disposal site pollution conditions” have been reported to the appropriate governmental agency in compliance with applicable “environmental laws”; and
- (9) At the time the material or waste is disposed of, transferred, stored, or otherwise located at the “non-owned disposal site”, such “non-owned disposal site”:
 - (a) Was permitted to accept such material or waste and the insured possessed documentation that the “non-owned disposal site” was in full compliance with all “environmental laws”; and
 - (b) Was not on, or proposed to be on or included in, a National Priorities List or Superfund Database, or a state or local equivalent of such; and
 - (c) Was not subject to, or proposed to be subject to, any federal, state, provincial, commonwealth, or local enforcement action or other proceeding where a “recognized environmental condition” was noted or alleged to exist; and
 - (d) Was not subject to any pending “claim”, “suit”, enforcement action or consent order seeking indemnity, “clean-up costs” or any other action in response to a “recognized environmental condition”; and

(e) At the time of any "claim" made under this coverage, the insured can and does produce and provide to us the documentation required by this paragraph (9) (a) through (d).

- d. All "bodily injury", "property damage" or "clean-up costs" resulting from "non-owned disposal site pollution conditions" shall be deemed to have taken place at the time the first of all such "non-owned disposal site pollution conditions" occur, even if the nature and extent of such "non-owned disposal site pollution conditions" may change; and even though the "non-owned disposal site pollution conditions" may be continuous, progressive, cumulative, changing, evolving, or there are multiple claimants.

2. Exclusions

This insurance does not apply to:

a. Fines, Penalties or Assessments

Any fines, penalties or assessments made against any insured.

However, this exclusion does not apply to "clean-up costs" assessed against an insured due to a "non-owned disposal site pollution condition" to which this insurance applies.

b. Contractual Liability

"Clean-up costs", "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 that the insured would have in the absence of the contract or agreement.

c. Failure to Comply

"Clean-up costs", "bodily injury" or "property damage" arising out of any insured's intentional, knowing, willful or deliberate failure to comply, with any statute, regulation, ordinance, "environmental law", administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental or public agency or body.

d. Expected or Intended

Any "non-owned disposal site pollution condition", arising out of an act or omission that, from the standpoint of a "responsible insured", could be reasonably expected to cause "clean-up costs", "bodily injury" or "property damage" even if the resulting injury or damage is of a different kind or degree than intended or reasonably expected.

e. Waste Facilities

Any "pollution condition" arising out of any property or other premises which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of wastes.

However, this exclusion does not apply to a "non-owned disposal site pollution condition".

f. Insured Expenses

Any costs, charges or expenses incurred by the insured for goods supplied or services performed by any "employee" of the insured, or its parent, subsidiary or affiliates.

g. War

"Clean-up costs", "bodily injury" or "property damage", however caused, directly or indirectly, arising out of:

- (1) War, including declared or undeclared civil war; or
- (2) War-like 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.

h. Employer's Liability

"Bodily injury" to:

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

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

i. Workers' Compensation and Similar Laws

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

j. Radioactive Material

- (1) "Clean-up costs", "bodily injury", "property damage", "environmental damage" resulting from the radioactive, toxic or explosive 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.

- (2) Resulting from the radioactive, toxic or explosive properties of “nuclear material”, “nuclear waste” or any radioactive substance.

k. Insured Versus Insured

“Claims” or “suits” brought by any insured against any other insured qualifying as an insured in paragraph 1. of Section II – Who Is An Insured, including all “defense expenses” or damages incurred in connection with such “claims”.

l. Divested Property

Any “claims” arising out of property of any kind which the insured sells, gives away, donates, abandons, terminates the lease, or relinquishes operational or management control prior to the effective date shown in the Declarations or during the “policy period”.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an Insured. Your “executive officers” and directors are insureds, but only with respect to their duties as your “executive 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 “volunteer workers” while performing duties related to the conduct of your business; or

(b) To the spouse, child, parent or sibling of that co-“employee” or “volunteer worker” as a consequence of paragraph (1) (a) above; or

(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 (1)(b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

- (2) “Property damage” or “environmental damage” to property:

(a) Owned, occupied or used by, or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, or 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.

- 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 an 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 such organization, or until the end of the “policy period”, whichever is earlier;

- b. Coverage does not apply to "bodily injury", "property damage" or "environmental damage" that occurred before you acquired or formed the organization; and
- c. Coverage does not apply to "personal and advertising injury" or "claims" arising out of an offense committed before you acquired or formed the organization.

4. Automatic Status When Required In Written Agreement With You

- a. Your customer is an additional insured when required by a written contract or agreement between you and your customer under coverages **A, B, D, and F** but only for damages and "defense expenses" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for your additional insured customer.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

Your customer's status as an additional insured under this endorsement ends when your operations for that additional insured are completed or that portion of "your work", out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- b. The following exclusions apply to the insurance afforded your additional insured customer.

This insurance does not apply to:

- (1) Damages or "defense expenses" arising out of or caused by a "wrongful act"; or
- (2) Bodily injury", "property damage", "personal and advertising injury" or "environmental damage" occurring after:
 - (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured customer at the location of the "covered operations" has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing

operations for a principal as a part of the same project; or

- (3) "Bodily injury", "property damage", "personal and advertising injury" or "environmental damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- (b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the "claims" against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" or "pollution condition" which caused the "bodily injury", "property damage", or "environmental damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- c. With respect to the insurance afforded to any insured, no person or organization is an insured for "bodily injury", "property damage", "personal and advertising injury" or "environmental damage", damages, or "defense expenses" as a result of that person or organization's sole negligence.
- d. The coverage provided by this insurance to any additional insured customer shall in no event be broader than that provided to the Named Insured. To the extent that coverage under any part of this policy is unavailable to you for any reason, such coverage is also unavailable to any additional insured customer.

SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLES

- 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; or
 - b. "Claims" made or "suits" brought; or
 - c. Persons or organizations making "claims" or bringing "suit"; or
 - d. Coverages applicable.
- 2. The General Aggregate Limit shown in the Declarations 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” of Coverage **A**; and
 - c. Damages under Coverage **B**; and
 - d. Damages, “environmental response cost” and “clean-up costs” under Coverage **D** and
 - e. Damages and “defense expenses” under Coverage **E**; and
 - f. Damages, “clean-up costs” and “defense expenses” under Coverage **F**; and
 - g. Damages, “clean-up costs” and “defense expenses” under Coverage **G**.
3. The Products-Completed Operations Aggregate Limit shown in the Declarations 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” in Coverage **A**.
 4. Subject to paragraph 2. above, the Personal and Advertising Injury Limit shown in the Declarations is the most we will pay under Coverage **B** for the sum of all damages because of all “personal and advertising injury” sustained by any one person or organization.
 5. Subject to paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit shown in the Declarations is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C**.
 6. Subject to paragraph 2. above, the Contractors’ Pollution Liability Each Pollution Condition Limit shown in the Declarations is the most we will pay under Coverage **D** for the sum of all damages and “clean-up costs” because of all “bodily injury”, “property damage”, “environmental damage” and “environmental response costs” arising out of one or a series of related “pollution conditions”.
 7. Subject to paragraph 2. above, the Consultants’ Professional Liability Each Wrongful Act Limit shown in the Declarations is the most we will pay under Coverage **E** for the sum of all damages, settlements, and “defense expenses” because of a “wrongful act” or a series of related “wrongful acts”.
 8. Subject to paragraph 2. above, the Scheduled Property Each Pollution Condition Limit shown in the Declarations is the most we will pay under Coverage **F** for the sum of all damages, settlements or expenses because of “bodily injury”, “property damage”, “environmental damage”, “natural resource damage”, “clean-up costs” and “defense expenses”-arising out of one, or a series of related “pollution conditions”.
 9. Subject to paragraph 2. above, the Non-Owned Disposal Site Each Non-Owned Disposal Site Pollution Condition Limit shown in the Declarations is the most we will pay under Coverage **G** for the sum of all damages, settlements or expenses because of “bodily injury”, “property damage”, “environmental damage”, “natural resource damage”, “clean-up costs” and “defense expenses” arising out of one, or a series of related “non-owned disposal site pollution conditions”.
 10. Subject to paragraph 5. above, the Damage To Premises Rented To You Limit shown in the Declarations 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.
 11. Subject to paragraph 5. above, the Medical Expense Limit shown in the Declarations is the most we will pay under Coverage **C** for all medical expenses because of “bodily injury” sustained by any one person.
 12. The Limits of Insurance of this policy apply to all obligations we have under this policy irrespective of the length of time the policy is in force. The limits are not reinstated annually for a policy issued for multiples of one year, or for any policy issued for a term greater than twelve months. Should this policy be extended for any reason after it is issued, the Limits of Insurance shown in the Declarations apply to the entire period the policy remains in force. Limits of insurance are not reinstated, augmented, increased or decreased, in any way, due to changes in the “policy period” shown in the Declarations.
 13. If any Coverage Form, Coverage Part, Coverage or policy issued to you by us or any company affiliated with us apply to the same “suit” or “claim” for damages, the maximum Limit of Insurance for Liability Coverage under all of the Coverage Forms, Coverage Parts, Coverages or policies shall not exceed the highest applicable Limit of Insurance available under any one Coverage Form, Coverage Part, Coverage or policy.

This provision would not apply to any Coverage Part, Coverage Form, Coverage or policy issued by us or an affiliated company specifically to apply as excess insurance over this policy.
 14. **Deductible(s)**
 - a. **PER CLAIM BASIS:** If the applicable deductible amount(s) shown in the Declarations is on a per “claim” basis it is possible that more than one deductible amount will be owed for a single event, “suit” or cause of action. The deductible amount applies in full for damages, “clean-up costs” and “defense expenses” for each individual person and each organization making a “claim” against any insured for damages sustained because of:
 - (1) “Bodily injury”; or
 - (2) “Property damage”; or
 - (3) “Personal and advertising injury”; or

- (4) "Environmental Damages"; or
- (5) "Clean-up costs"; or
- (6) "Natural resource damages"; or
- (7) "Defense expenses"; or
- (8) "Wrongful act"; or
- (9) Any other damages or causes of action.

b. EACH EVENT BASIS: If the applicable deductible amount(s) shown in the Declarations is on an Each Event basis, that deductible amount applies to all "claims" arising out of a single "non-owned disposal site pollution condition" under Coverage **G** or all "claims" arising out of one or a series of concurrent or causally related:

- (1) "occurrences" under Coverage **A**; and
- (2) offenses under Coverage **B**; and
- (3) "pollution conditions" under Coverage **D**; and
- (4) "wrongful acts" under Coverage **E**; and
- (5) "pollution conditions" under Coverage **F**.

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

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

apply irrespective of the application of the deductible amount.

We may pay any part of 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.

- (3) The nature and location of any injury or damage arising out of the "occurrence", "pollution condition", "non-owned disposal site pollution condition", "wrongful act", offense or "environmental damage".

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"; and
- (2) Authorize us to obtain records and other information; and
- (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.

e. You must promptly reimburse us for any deductible we have advanced or paid.

3. Legal Action Against Us

No person or organization has a right under this policy:

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

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable Limits 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 Coverage **A**, Coverage **B**, Coverage **D**, Coverage **E**, Coverage **F**, or Coverage **G** of this policy, our obligations are limited as follows:

SECTION IV - CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this policy, except as provided in Coverage **E**, paragraph 2. Exclusions, r. Bankruptcy or Insolvency.

2. Duties In The Event Of Occurrence, Pollution Condition, Non-Owned Disposal Site Pollution Condition, Wrongful Act, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence", "pollution condition", "non-owned disposal site pollution condition", a "wrongful act" an offense or "environmental damage" which may result in a "claim". To the extent possible, notice should include:

- (1) How, when and where the "occurrence", "pollution condition", "non-owned disposal site pollution condition", "wrongful act", offense or "environmental damage" took place; and
- (2) The names and addresses of any injured persons and witnesses; and

a. Primary Insurance

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

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- i That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work"; or
- ii That is Fire insurance for premises rented to the insured or temporarily occupied by the insured with permission of the owner; or
- iii That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
- iv If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** Section **I – Coverage A.**

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

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

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

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

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

c. Method Of Sharing

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

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

d. Contract Requirement

When required by a written contract, it is agreed that the insurance provided under this policy shall be primary and non-contributory, but only with respect to liability for "bodily injury", "property damage", "personal and advertising injury", and "environmental damage" caused, in whole or in part, by:

- (1) The Named Insured's acts or omissions; or
- (2) The acts or omissions of those acting on the Named Insured's behalf;

in the performance of the Named Insured's ongoing operations for such written contract.

5. Premium Audit

- a. We will compute all premiums for this policy in accordance with our rules and rates.
- b. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. 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 require for premium computation, and send us copies at such times as we may request.
- d. Any premium to be returned under paragraph **b.** above is subject to the minimum premium shown in the Declarations page as applicable to this coverage.

6. Representations

By accepting this policy, the insured agrees:

- a. The statements in the Declarations and the applications attached to the policy are accurate and complete;
- b. Those statements are based upon representations you made to us in the application which is part of this policy; and
- c. We have issued this policy in reliance upon the insured's representations.

7. Separation Of Insureds

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

- a. If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. When required by a written contract, we waive any right of recovery we may have against the person or organization party to such written contract because of payments we make for injury or damage arising out of the insured's ongoing operations or "your work" done under such written contract with that person or organization and included in the "products - completed operations hazard".

9. Selection Of Counsel

In the event the insured is entitled by law to select independent counsel to defend a "suit" at our expense, the attorneys' fees and all other litigation expenses we must pay to that counsel are limited to the rates and payment schedules we actually pay to counsel we retain in the ordinary course of business in the defense of similar "claims" or "suits" in that jurisdiction.

We may exercise the right to require that such counsel have certain minimum qualifications with respect to their competency including experience in defending "claims" or "suits" similar to the one pending against the insured and to require such counsel to have errors and omissions insurance coverage. As respects such counsel, the insured agrees that counsel will timely respond to our requests for information regarding the "claim" or "suit". Furthermore, the insured may at any time freely and fully waive these rights to select independent counsel as evidenced by a signed waiver.

10. Calculation Of Premium

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation or anniversary of the Effective Date of this policy, we will compute the premium in accordance with the rates and rules then in effect.

SECTION V - EXTENDED REPORTING PERIOD – COVERAGE E CONSULTANTS' PROFESSIONAL LIABILITY

1. We will provide one or more Extended Reporting Periods, as described below, if:

- a. The coverage provided under Coverage E is cancelled or not renewed for any reason except for non-payment of premium material misstatements on an insurance application or failure to cooperate; or

- b. We renew or replace the coverage provided under Coverage E with insurance that:

(1) Has a Retroactive Date later than the date shown in the Declarations as applicable to Coverage E; or

(2) Does not apply to Coverage E on a "claims" made and reported basis.

2. Extended Reporting Periods do not extend the "policy period" or change the scope of coverage provided. They apply only to "claims" arising out of:

"Wrongful acts" that occur before the end of the "policy period" but not before the Retroactive Date, if any, shown in the Declarations if Coverage E is provided by this policy.

Once in effect, Extended Reporting Periods may not be cancelled.

3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the "policy period" and lasts for sixty (60) days. The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance the insured purchases, or that would be covered, but for exhaustion of the amount of insurance applicable to such "claims".

4. One of two possible Supplemental Extended Reporting Periods is available. One or the other, but never both, must be selected as described below prior to the expiration of this policy.

- a. A 60-Month Supplemental Extended Reporting Period is available, but can be obtained only if an endorsement is issued by us and the insured pays an extra charge equal to 200% of this policy's premium. The insured must give us a written request for the endorsement sixty (60) days prior to the expiration of this policy. The 60-Month Supplemental Extended Reporting Period will not go into effect unless the insured pays the additional premium in full prior to the expiration or termination date of this policy. This endorsement shall set forth

the terms, not inconsistent with this section, applicable to the 60-Month Supplemental Extended Reporting Period. Insurance afforded for “claims” first received during the 60-Month Supplemental Extended Reporting Period is excess over any other valid and collectible insurance available under policies in force after the 60-Month Supplemental Extended Reporting Period starts. This 60-Month Supplemental Extended Reporting Period starts when the Basic Extended Reporting Period, set forth in **3.** above, ends; or

- b. A 10 -Year Supplemental Extended Reporting Period is available, but can be obtained only if an endorsement is issued by us and the insured pays an extra charge equal to no less than 450% of this policy's premium. The first named insured must give us a written request for the endorsement sixty (60) days prior to the expiration of this policy and submit to underwriting. The 10-Year Supplemental Extended Reporting Period will not go into effect unless the insured pays the additional premium in full prior to the expiration or termination date of this policy. This endorsement shall set forth the terms, not inconsistent with this section, applicable to the 10 -Year Supplemental Extended Reporting Period. Insurance afforded for “claims” first received during the 10 -Year Supplemental Extended Reporting Period is excess over any other valid and collectible insurance available under policies in force after the 10 -Year Supplemental Extended Reporting Period starts. This 10 -Year Supplemental Extended Reporting Period starts when the Basic Extended Reporting Period, set forth in **3.** above, ends.

- 5. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.
- 6. The 60-Month Supplemental Extended Reporting period does not reinstate or increase the Limits of Insurance.
- 7. The 10 -Year Supplemental Extended Reporting period does not reinstate or increase the Limits of Insurance.

SECTION VI - DEFINITIONS

- 1. **Above-ground storage tank** means any tank(s), and associated piping:
 - a. that has more than 90% of its volume sitting on or above the ground's surface or
 - b. sitting on or above the floor of any above-ground structure, or
 - c. that is located in the basement of any structure that is above ground level of that basement, cellar or tunnel.
- 2. **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”.

3. **Auto** means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, “auto” does not include “mobile equipment”.

4. **Bodily Injury** means “bodily injury”, sickness or disease sustained by a person, including mental anguish, emotional distress or death resulting from any of these at any time.

5. **Claim** means a written or oral demand against the insured seeking damages to which this insurance applies.

6. **Clean-Up Costs** means reasonable and necessary expenses incurred for the investigation, removal, remediation (including associated monitoring), restoration, or disposal of soil, surface-water or groundwater or other contamination:

- a. To the extent required by applicable environmental laws, or specifically mandated by court order, the government or any political subdivision or agency of the United States of America or any state or municipality thereof, or Canada or any province thereof; or
- b. Which have actually been incurred by the government or any political subdivision or agency of the United States of America or any state or municipality thereof, or Canada or any province thereof, or by any third parties; or
- c. “Environmental response costs”.

7. **Coverage Territory** means:

- a. The United States, its territories or possessions, Puerto Rico and Canada; or
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transit 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 the insured in the territory described in **a.** above; or
 - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on the insured's business; or

- (3) "Personal and advertising injury" offenses that take place through the internet or similar electronic means of communication;

provided that 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.

8. **Covered Operations** means activities and services, as set forth in the application attached to this policy, or other services as specifically defined by endorsement to this policy, performed for a third party for a fee by or on behalf of the Named Insured at a job site.
9. **Defense Expenses** means costs of investigation, adjustment and defense of "claims" and "suits" which are authorized by us. "Defense expenses" shall not include:
- a. Expenses of our salaried "employees", salaries of any insured's "employees" or either our or your office expenses or
 - b. Attorneys' fees or attorneys' expenses taxed against the insured.
10. **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.
11. **Employee** includes a "leased worker, a "temporary worker", and a "volunteer worker".
12. **Environmental Damage** means physical damage to soil, surface water, groundwater, or plant or animal life, caused by "pollution conditions" and giving rise to "clean-up costs" or "natural resource damages". "Environmental damage" does include all forms of radioactive contamination to property.
13. **Environmental law** means the most stringent of any federal, state, tribal, provincial or local laws (including but not limited to, statutes, rules, regulations, ordinances, guidance documents, and governmental, judicial or administrative orders and directives) that are applicable to "pollution conditions".
14. **Environmental Response Costs** means reasonable and necessary expenses incurred in the remediation of soil, surface-water, groundwater or other contamination that must be incurred:
- a. In response to any "pollution condition" that requires immediate action for the safety of persons or property; and
 - b. Within seventy-two (72) hours of the commencement of such "pollution conditions", or as approved by us in writing; and
 - c. Utilizing a third-party emergency response contractor not affiliated with any insured.

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

16. **Hostile Fire** means any fire which becomes uncontrollable or breaks from its intended confines.

17. **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. The insured has failed to fulfill the terms of a contract or agreement;

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

18. **Injurious presence** means a dangerous condition created by the failure, or alleged likely failure, of one or more systems or means of treatment or containment to protect the environment, people or property from "pollutants".

19. **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", "property damage", or "environmental 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”, “property damage” or “environmental 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 **b.** above and supervisory, inspection, architectural or engineering activities.
- (4) That indemnifies another for the sole negligence of such other person or organization.

20. Leased Worker means a person leased to the insured by a labor leasing firm under an agreement between the insured and the labor leasing firm, to perform duties related to the conduct of the insured's business. “Leased worker” does not include a “temporary worker”.

21. 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”.

22. 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 the insured owns or rents;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or
- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in paragraph **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in paragraph **a., b., c.** or **d.** above maintained primarily for purposes other than the “transportation” of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not “mobile equipment” but will be considered “autos”:
 - (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

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

23. Natural Resource Damages means physical injury to or destruction of, including the resulting loss of value of, land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States, any state or municipal government or agency, any foreign government, any Indian tribe, or, if such resources are subject to a trust or restriction on alienation, any member of any Indian tribe.

24. Non-owned disposal site means a “waste facility” that is not owned or occupied by any insured.

However, unless specifically approved by us in writing as evidenced by an endorsement attached to this policy showing the name and exact physical location, a “non-owned disposal site” does not include any premises, site or location that, prior to the inception of this policy:

- a. Was on, or proposed to be on or included in, a National Priorities List or Superfund Database or a state or local equivalent of such; or
- b. Was subject to, or proposed to be subject to, any federal, state, provincial, commonwealth, or local enforcement action or other proceeding where a “recognized environmental condition” was noted or alleged to exist; or
- c. Was subject to any pending “claim”, “suit”, enforcement action or consent order seeking indemnity, “clean-up costs” or any other action in response to a “recognized environmental condition”.

25. Non-owned disposal site pollution condition means the “injurious presence” of waste generated by “your work” disposed of, or deposited by, an insured, or someone acting on behalf of an insured, at a “non-owned disposal site”.

26. Nuclear Facility means:

- a. Any site containing an apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
- b. Any equipment or device designed or used for:
 - (1) Separating the isotopes of uranium or plutonium; or
 - (2) Processing or utilizing “spent nuclear fuel”; or
 - (3) Handling, processing or packaging “nuclear waste”;
- c. Any equipment or device used for the processing, fabricating or alloying of special nuclear material as defined in the Atomic Energy Act of 1954 or in any law amendatory thereof, if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of “nuclear 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.

27. Nuclear Material means source material, special nuclear material or by-product material as defined in the Atomic Energy Act of 1954 or in any law amendatory thereof.

28. Nuclear Waste means any waste material:

- a. Containing by-product material, as defined in the Atomic Energy Act of 1954 or in any law amendatory thereof, other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material, as defined in the Atomic Energy Act of 1954 or in any law amendatory thereof, 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”.

29. Occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions. All “bodily injury” or “property damage” arising out of an “occurrence” or series of related “occurrences” is deemed to take place at the time of the first such damage or injury even though the nature and extent of such damage or injury may change; and even though the damage may be continuous, progressive, cumulative, changing or evolving; and even though the “occurrence” causing such “bodily injury” or “property damage” may be continuous or repeated exposure to substantially the same general harmful conditions.

30. 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, or the wrongful entry into, or the invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that such wrongful eviction, wrongful entry or invasion of the right of private occupancy was committed by or on behalf of the room's, dwelling's or premises' 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;

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

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

33. Pollution Condition means the discharge, dispersal, release or escape of any “pollutant”, provided such conditions are not naturally present in the environment in the concentrations or amounts discovered, unless such natural conditions are released or dispersed as a

result of the performance of “covered operations”, and such release or dispersal is unexpected and unintended from the standpoint of the insured.

34. 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 the Insured’s 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.

35. Professional Services means those architectural, engineering, consulting, project management or construction management services, as set forth in the application attached to this policy, or other services as specifically defined by endorsement to this policy, that are performed for a fee by or on behalf of the Named Insured.

36. 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.

37. Recognized environmental condition means the actual or alleged threat, or imminent threat, of the “injurious presence” of “pollutants”.

38. Responsible Insured means:

- a. The manager or supervisor of the insured responsible for environmental affairs, control or compliance, or
- b. Any manager, member, officer, director or partner of the insured.

39. Restoration means reasonable and necessary costs incurred by the insured with our written consent, which consent shall not be unreasonably withheld or delayed, to repair, replace or restore real or personal property to substantially the same condition it was in prior to being damaged during work performed in the course of incurring “clean-up costs” arising from “environmental damage”. “Restoration” does not include any costs associated with improvements or betterments.

40. Scheduled property means only those properties used and occupied as disclosed in the application for this policy and specifically listed in the Declarations as applicable to Coverage F.

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

42. Suit means any civil proceeding to which this insurance applies in which damages 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.

43. 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.

44. Transportation means the conveyance of cargo or materials beyond the boundaries of a job site, by an “auto” or watercraft while in due course of transit from the time of movement from its point of origin until its delivery to its final destination, including any “loading or unloading” onto or from the “auto” or watercraft. “Transportation” does not include cargo off-loaded from the “auto” or watercraft, or cargo in an “auto” or on a watercraft, at rest for a period longer than forty-eight (48) hours prior to reaching its final destination.

45. Underground storage tank means any tank(s), and associated piping, that has at least ten percent of its volume beneath the ground’s surface.

However, “underground storage tank” does not include any tank that is enclosed within a basement or cellar if the tank is upon or above the surface of the floor of that basement, cellar or tunnel.

46. 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.

47. Waste Facility means any premises, site or location used by anyone at any time for the storage, handling, processing, treatment, or disposal of any wastes, garbage, refuse, hazardous materials, scrap or used petroleum substances.

48. Work Site means any site or location which you or your subcontractors are working, or have worked, provided that the site or location is not and was never owned by, operated by, rented or loaned to you

49. Wrongful Act means an act or omission negligently made, or a series of related acts or omissions negligently made in the rendering of “professional services”.

50. 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.

Does not include vending machines or other property rented to or located for the use of others but not sold.

51. Your Work:

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of “your work”, and

(2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TERRITORIAL LIMITATION -
STATE OF COLORADO EXCLUSION**

This endorsement modifies insurance provided under the following:

CONTRACTORS POLLUTION LIABILITY COVERAGE FORM
ENVIRONMENTAL BUSINESSOWNERS COVERAGE FORM, PART II - LIABILITY
ENVIRONMENTAL SERVICES LIABILITY COVERAGE FORM

The following change is made to Section **VI** – Definitions:

The definition of "Coverage Territory" is deleted in its entirety and replaced by the following:

"Coverage territory" means:

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

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

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOLD EXCLUSION

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL SERVICES LIABILITY COVERAGE FORM
ENVIRONMENTAL SERVICES BUSINESSOWNERS COVERAGE FORM, PART II - LIABILITY

In consideration of the premium paid, it is hereby agreed that:

- A.** Section **I** – Coverages, Coverage **D** - Contractors' Pollution Liability, **2.** Exclusions is amended by the addition of the following exclusion:

This insurance does not apply to:

Mold, Microbial Matter or Toxic Material

1. "Bodily injury", "property damage", or "environmental damage" arising out of, caused by, or contributed to in any way by the existence, growth, spread, dispersal, release or escape of any mold, fungi, lichen, virus, bacteria, algae or other growing organism that has toxic, hazardous, noxious, pathogenic, irritating or allergen qualities or characteristics. This exclusion applies to any such "claim" or cause of action, including allegations that any insured caused or contributed to conditions that encouraged the growth, depositing or establishment of such colonies of mold, lichen, fungi, virus, bacteria, algae or other living or dead organisms; or
2. "Bodily injury", "property damage" or "environmental damage" arising out of, caused by, or alleged to be contributed to in any way by any toxic, hazardous, noxious, irritating, pathogenic or allergen substances in indoor air, even for a very brief period of time, regardless of cause; or
3. "Bodily injury", "property damage" or "environmental damage" arising out of, caused by, or alleged to be contributed to in any way by any insured's use, sale, installation, or removal of any substance, material, or other product that is either alleged or deemed to be hazardous, toxic, irritating, pathogenic or noxious in any way, or contributes in any way to an allergic reaction.

- B.** Section **VI** – Definitions, is amended by deleting in its entirety the definition of Pollutant and replacing it with the following:

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

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION – PROPERTY DAMAGE TO UNDERGROUND PROPERTY

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL SERVICES LIABILITY COVERAGE FORM

ENVIRONMENTAL SERVICES BUSINESSOWNERS COVERAGE FORM, PART II - LIABILITY

- A.** The following exclusion is added to paragraph 2., Exclusions, of Section I – Coverages, Commercial General Liability Coverage **A** Bodily Injury and Property Damage Liability.

This insurance does not apply to:

Property Damage to Underground Property or Excavating Damage

1. "Property damage" to underground property; or
2. Any damage arising out of or resulting from excavation operations performed by you or anyone acting on your behalf.

- B.** The following exclusion is added to paragraph 2., Exclusions, of Section I – Coverages, Coverage **D** Contractors' Pollution Liability.

This insurance does not apply to:

Property Damage to Underground Property or Excavating Damage

1. "Property damage" to underground property; or
2. Any damage arising out of or resulting from excavation operations performed by you or anyone acting on your behalf; or
3. "Environmental damage" resulting from "pollution conditions" caused by "covered operations" of the insured damaging underground property.

- C.** The following exclusion is added to paragraph 2., Exclusions, of Section I – Coverages, Coverage **E** Consultants' Professional Liability.

This insurance does not apply to:

Property Damage to Underground Property or Excavating Damage

1. Damages directly resulting from a "wrongful act" that results in "property damage" to underground property; or
2. Any damage arising out of or resulting from excavation operations performed by you or anyone acting on your behalf.

- D.** However, the exclusions in paragraphs **A** and **B** above do not apply if the insured or anyone acting on the insured's behalf contacted the utility location service prior to the excavation operations and followed the instructions while performing the excavation operations regarding:

1. The location of the excavation operations; and
2. The means by which the excavation operations were to be performed including but not limited to instructions pertaining to hand digging or vacuum excavation; and
3. The excavation operations were performed within the time frame indicated on the permit or as required by ordinance, law, or regulation, whichever is shorter.

- E.** For the purposes of this endorsement:

1. Underground property means wires, communication lines, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus used with them beneath the surface of the ground or water.
2. Excavation operations means any operation in which earth, rock, water, or other material in or on the ground is moved, removed, or otherwise displaced by means of any tools, power equipment or explosives; and includes but is not limited to excavation, grading, paving, burrowing, filling, back-filling, trenching, digging, ditching, drilling, auguring, boring, tunneling, scraping, cable or pipe plowing, or pile driving.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SCHEDULED PROPERTY POLLUTION LIABILITY
EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL SERVICES LIABILITY COVERAGE FORM

In consideration of the premium paid, it is hereby agreed and understood that Section **I** - Coverages, Coverage **F** - Scheduled Property Pollution Liability is deleted in its entirety.

No coverage provided under this section applies. No Scheduled Property Pollution Liability coverage is afforded by this policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NON-OWNED DISPOSAL SITE POLLUTION LIABILITY
EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL SERVICES LIABILITY COVERAGE FORM

In consideration of the premium paid, it is hereby agreed and understood that Section **I** - Coverages, Coverage **G** – Non-Owned Disposal Site Pollution Liability is deleted in its entirety.

No coverage provided under this section applies. No Non-Owned Disposal Site Pollution Liability coverage is afforded by this policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT – FLAT PREMIUM

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL SERVICES LIABILITY COVERAGE FORM
ENVIRONMENTAL SERVICES BUSINESSOWNERS COVERAGE FORM, PART II - LIABILITY

In consideration of the premium paid, and not withstanding anything contained in the policy to the contrary, it is hereby agreed that item **5. Premium Audit** in Section **IV** - Conditions, is deleted in its entirety and replaced with the following:

5. Premium Audit

- a.** We will compute all premiums for this policy in accordance with our rules and rates.
- b.** The premium shown on the Declarations page is the total premium and is not subject to audit.
- c.** The first Named Insured must keep records of the information that we need for premium computation and send us copies at such times as we may request.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT - RELIANCE UPON APPLICATION

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL SERVICES LIABILITY COVERAGE FORM
ENVIRONMENTAL SERVICES BUSINESSOWNERS COVERAGE FORM, PART II - LIABILITY

Section **IV** – Conditions, paragraph **6.**, Representations is deleted in its entirety and replaced with the following paragraph.

6. Representations

a. By accepting this policy, the insured agrees:

- (1)** The statements in the Declarations and the applications attached to the policy are accurate and complete;
- (2)** Those statements are based upon representations you made to us in the application which is part of this policy; and
- (3)** We have issued this policy in reliance upon the insured's representations.

b. Reliance Upon the Application

- (1)** We have relied upon:
 - (a)** Statements, representations, and/or warranties in the application referenced in the Declarations attached to this policy; and
 - (b)** The accuracy, completeness with no omissions or errors of all materials you submitted.
- (2)** All such statements and representations are deemed material to the risk assumed by us and are the basis of this policy. These statements and representations provided by you have been incorporated into and constitute a part of this policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY FORM
CONTRACTORS POLLUTION LIABILITY COVERAGE FORM
ENVIRONMENTAL SERVICES LIABILITY COVERAGE FORM
ENVIRONMENTAL SERVICES BUSINESSOWNERS COVERAGE FORM, PART II - LIABILITY
FACILITY EXPOSURES ENVIRONMENTAL LIABILITY POLICY
SCHEDULED STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

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

1. The total of insured damage to all types of property exceeds \$25,000,000 (valued in US dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or

b. Protracted and obvious physical disfigurement; or

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

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

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

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

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

- a.** The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
- b.** The act resulted in damage:
 - (1)** Within the United States (including its territories and possessions and Puerto Rico); or
 - (2)** Outside of the United States in the case of:
 - (a)** An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
 - (b)** The premises of any United States mission; and

c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism".

Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

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

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY FORM
CONTRACTORS POLLUTION LIABILITY COVERAGE FORM
ENVIRONMENTAL SERVICES LIABILITY COVERAGE FORM
ENVIRONMENTAL SERVICES BUSINESSOWNERS COVERAGE FORM, PART II - LIABILITY
FACILITY EXPOSURES ENVIRONMENTAL LIABILITY POLICY
SCHEDULED STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM PUNITIVE DAMAGES

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

B. The following definition is added:

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

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION OF CERTIFIED NUCLEAR, BIOLOGICAL,
CHEMICAL OR RADIOLOGICAL ACTS OF TERRORISM;
CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY FORM
CONTRACTORS POLLUTION LIABILITY COVERAGE FORM
ENVIRONMENTAL SERVICES LIABILITY COVERAGE FORM
FACILITY EXPOSURES ENVIRONMENTAL LIABILITY POLICY
SCHEDULED STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism". However, this exclusion applies only when one or more of the following are attributed to such act:

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

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

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

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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

- D. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONDITIONAL EXCLUSION OF TERRORISM
(RELATING TO DISPOSITION OF
FEDERAL TERRORISM RISK INSURANCE ACT)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY FORM
CONTRACTORS POLLUTION LIABILITY COVERAGE FORM
ENVIRONMENTAL SERVICES LIABILITY COVERAGE FORM
FACILITY EXPOSURES ENVIRONMENTAL LIABILITY POLICY
SCHEDULED STORAGE TANK POLICY

A. Applicability Of The Provisions Of This Endorsement

1. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.
 - a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Part or Policy; or
 - b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:
 - (1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or
 - (2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
 - (3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.
2. If the provisions of this endorsement become applicable, such provisions:
 - a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to an incident(s) of terrorism (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable (for claims made policies, such an endorsement is superseded only with respect to an incident of terrorism (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and
 - b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.
3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.

B. 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", "environmental damage", or "pollution conditions" as may be defined in any applicable Coverage Part or Policy.

C. 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 **C.5.** or **C.6.** are exceeded.

With respect to this Exclusion, Paragraphs **C.5.** and **C.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.

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

All other terms and conditions of this policy remain unchanged.



ENVIRONMENTAL SERVICES LIABILITY PROGRAM APPLICATION

This application is for use in applying for Commercial General Liability, Environmental Contractor's Pollution Liability, and Environmental Consultant's Professional Liability.

The following information is required to complete the application as attachments:

- Three years of currently valued loss information for all lines of coverage requested. *If there are no known losses, a letter from the insured on their letterhead indicated no known losses will suffice.*
- Most current available financial statement.
- Resumes for key personnel (i.e. owners, officers, project managers).
- Certificates of training for any asbestos, lead or mold abatement contractors or consultants.
- Current licenses for any asbestos, lead or mold abatement contractors.
- Sample copy of subcontractor and client contracts.

APPLICANT INFORMATION

Named Insured:	Midwest Radon Testing, LLC				
Mailing Address:	809 Cumberland Drive				
City:	St. Louis	State:	MO	Zip:	63125
Contact Person:	Sue Schleicher	Telephone #:	314-591-5453		
Email Address:	sue@midwestradontestingllc.com	Website Address:	www.midwestradontesting.com		
Corporate Entity is:	<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (Please attach description)				
What Year was the Entity Founded:	2017				

Please list all entities, affiliates or subsidiaries to be listed as Named Insureds (Please include general description of each):

--

Please list all states, territories and foreign countries in which the insured has, or anticipates, operations:

Missouri

Please indicate the number of personnel employed in each category:

Principals:	Sue Schleicher	Engineers/Architects:	
Hygienists/Toxicologists:		Supervisors/Foremen:	
Geologists/Chemists:		Field Personnel:	Sue Schleicher

CLAIMS INFORMATION

Have any claims been made against you or reported under any Contractor's Pollution or Professional Liability coverage or policy?

☐ YES ☒ NO

If "YES", please describe or provide attached reference:

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Are you aware of any fact, circumstance or situation that could reasonably result in a claim being made against you, or any other entity, for which coverage is being sought?

☐ YES ☒ NO

If "YES", please describe or provide attached reference:

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COVERAGE INFORMATION

Existing Coverage						
	Carrier	Limits of Insurance	Deductible	Effective Date	Retroactive Date	Premium
Commercial General Liability	Century				9/3/2019	1837.50
Contractor's Pollution Liability						
Professional Liability						

Requested Coverage				
	Limits of Insurance	Deductible/Retention	Effective Date	Retroactive Date
Commercial General Liability	1,000,000	2500	09/03/2021	
Contractor's Pollution Liability	1,000,000	2500	09/03/2021	
Professional Liability	1,000,000	2500	09/03/2021	09/03/2019

OPERATIONS

REVENUES	
What is your fiscal year period?	1/1 to 12/31
Total Revenue for the most recent 12-month period:	100,000
Total Revenue anticipated for the next 12-month period:	100,000
List all States in which you do business:	MO

CLIENT INDUSTRY CLASSIFICATION			
Please indicate the appropriate percentage of revenue by client/industry type:			
Manufacturing/Chemical Plants:		Petrochemical/Refineries:	
Pipelines:		Wastewater/Sewage Treatment:	
Drinking Water Plants:		Power Plants (non-nuclear):	
Apartments/Condos:		Single-Family Homes:	100
Nursing Homes/Assisted Living:		Prisons/Correctional Facilities:	
Dormitories:		U.S. Department of Defense:	
State/Local Government:		U.S. Department of Energy:	
Other Federal Government/Agency:		Airports:	
Street/Roads:		Bridges/Tunnels:	
Harbors/Piers:		Offshore Marine:	
Landfills/Disposal Facilities:		Railroad:	
Shopping Centers:		Offices:	
Warehouses:		Parking Structures:	
Sports Arenas/Coliseums:		Schools/Colleges:	
Hotels/Motels:		Other:	

LARGE PROJECT INFORMATION				
Please list your three (3) largest projects in the last three years (or attach SF254):				
Project Name:	Project Revenues:	Start Date:	Completion Date:	Services:
None				

REVENUE BREAKDOWN

Breakdown your anticipated revenue for the next 12-month period into the appropriate category listed below. The totals between contracting and consulting revenue should equal the total 12-month estimate.

CONTRACTING OPERATIONS

Class:	Revenues:	% Subcontracted:	Class:	Revenues:	% Subcontracted:
Above-Ground Storage Tank Installation and Removal			Logging and Forestry		
Asbestos Abatement			Metal Erection (not including any Storage Tanks)		
Automotive Maintenance and Repair			Mold Abatement		
Barrier and Liner Installation (Landfills, Ponds, and Lagoons)			Painting (No Lead Paint Abatement or Encapsulation)		
Carpentry, Framing, Windows, and Flooring			PCB and Mercury Abatement		
Concrete and Masonry			Pesticide, Herbicide, and Fertilizer Application		
Drilling (Non-Environmental and Energy)			Pipeline Exterior Cleaning and Maintenance		
Drilling and Excavation (Environmental)			Pipeline Installation		
Drywall and Wallboard Installation			Plumbing		
Electrical			Radon Mitigation		
Emergency, Haz-Mat, Bio-Hazard, and Crime Scene Clean-Up			Remedial Dredging		
Environmental Sample Collection (Soil, Groundwater, Air, Water)			Road Construction and Maintenance		
Excavation and Grading (with associated Hauling)			Roofing (No Asbestos Tear-Offs)		
Fire / Water Restoration (including Build-Back)			Soil, Surface Water, and Groundwater Remediation		
Gas Station and Services Station Construction (No Storage Tanks)			Solar Energy Contracting		
General Contracting and On-Site Construction Project Management			Storage Tank and Pipe Interior Cleaning and Maintenance		
General Dredging			Structural Demolition		
Geothermal Energy Contracting			Transportation and Hauling (other than Waste Hauling)		
HVAC and Mechanical (including Vent / Conduit Cleaning)			Tunneling		
Industrial Cleaning			Underground Storage Tank Installation and Removal		
Insulation			Utility Contracting (not including any Drilling or PCBs)		
Interior Cleaning (including Carpet and Upholstery)			Vacuum Truck Operations		
Interior Demolition and Dismantling			Waste and Contaminated Materials Hauling		
Janitorial & General Maintenance			Water and Wastewater Treatment Systems Contracting		
Lab Packing and Medical Waste Disposal			Water Extraction and Dehumidification		
Landfill Construction and Capping			Wetlands, Riparian and Stream Conservation and Management		
Landscaping			Wind Energy Contracting		
Lead Abatement			radon testing	100,000	0
Total All Contracting Operations Revenues:					

CONSULTING SERVICES					
Class:	Revenues:	% Subcontracted:	Class:	Revenues:	% Subcontracted:
Air Quality Testing (including Radon)			Off-Site Construction Project Management		
Arborist, Invasive Species, and Vegetation Management			Phase I – Environmental Risk Assessments		
Asbestos Assessment, Remedial Design, and Monitoring			Phase II – Environmental Site Assessments		
Environmental Impact Studies			Phase III – Remedial Investigation and Design		
Environmental Laboratory Analysis			Radioactive and Nuclear Decommissioning Consulting		
Expert Witness Testimony			Regulatory Consulting and Auditing (Permitting and Compliance)		
Geothermal Energy System Design and Consulting			Remediation Project Supervision and Oversight		
Green Building Consulting			Solar Energy System Design and Consulting		
Groundwater Consulting and Monitoring			Storage Tank Design and Testing		
Industrial Hygiene, Health, and Safety Training and Consulting			Surveying		
Information Technology Consulting, Programming, and Design			Training		
Lead Assessment, Remedial Design, and Monitoring			Waste Arranging and Brokering		
Mechanical Engineering (HVAC, Plumbing, and Electrical)			Water and Wastewater Treatment System Design and Testing		
Mold Assessment, Remedial Design, and Monitoring			Wetlands, Riparian, and Stream Consulting		
Non-Environmental Laboratory Analysis			Wind Energy System Design and Consulting		
Total All Consulting Services Revenues:			none		

GENERAL INFORMATION

Contracts	
Do you require a written contract for all jobs?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Do you use a standard indemnity limitation wording in your contracts?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Are all of your contracts reviewed by internal or external counsel?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

Subcontractors	
Are all subcontractors hired under a written agreement/contract?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Do you require all subcontractors to add you as an Additional Insured to their Policy:	<input type="checkbox"/> YES <input type="checkbox"/> NO
What are the minimum limits of insurance you require from your subcontractors?	no subcontractors

Quality Control	
Does the insured have an in-house Quality Control program?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Does the insured have an in-house training and continuing education program?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Does the firm utilize and adhere to ASTM Audit & Assessment protocols, guidelines and best business practices?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Does the firm provide specific training for asbestos, lead or mold abatement procedures, or personal protective equipment, to its employees?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

Mold/Microbial Matter	<input checked="" type="checkbox"/> Does Not Apply
Is the insured aware of any known incidents, claims or other circumstances concerning the existence, growth or presence of mold in any of your previous work or projects?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Does the insured utilize a written protocol for water leaks, intrusion or mold issues at project sites?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Does the insured utilize a written protocol for handling mold reports or complaints?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Are all project materials inspected visually for the presence of mold or moisture?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Does the insured utilize a disclaimer or limitation of liability in their contracts for mold?	<input type="checkbox"/> YES <input type="checkbox"/> NO

FRAUD WARNING: APPLICABLE TO ALL STATES

Any person who knowingly and with intent to injure, defraud, or deceive any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to criminal and civil penalties and confinement in prison.

FRAUD WARNING: ARIZONA

For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

FRAUD WARNING: DISTRICT OF COLUMBIA

WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant."

FRAUD WARNING: NEW HAMPSHIRE

Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud as provided in RSA 638:20.

FRAUD WARNING: NEW YORK

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

WARRANTY STATEMENT

The undersigned authorized officer of the applicant declares that the statements set forth herein are true. The undersigned authorized officer agrees that if the information supplied on the application changes between the date of the application and the effective date of the insurance, he/she (undersigned) will immediately notify the insurer of such changes, and the insurer may withdraw or modify any outstanding quotations and/or authorization or agreement to bind the insurance. Signing of this application does not bind the applicant or the insurer to complete the insurance.

The completion of this application does not bind coverage or in any way commit Century Insurance Group to provide insurance coverage to the applicant. The applicant's acceptance of Century Insurance Group's written quotation and binding agreement is required to bind any coverage and issue a policy. It is agreed that this application is the basis of any such issued insurance contract and will be attached as a part of the policy.

I hereby certify to the truth of the foregoing and that I am authorized to execute the above warranty and representation on behalf of the applicant.

SIGNATURE OF OWNER OR OFFICER OF APPLICANT:	<i>Sue Schleicher</i>
PRINTED NAME & TITLE OF SIGNATORY:	Sue Schleicher
DATE OF SIGNATURE:	8/19/2021 4:54 PM EDT