



**CRUM & FORSTER®**  
A FAIRFAX COMPANY

**CRUM & FORSTER SPECIALTY INSURANCE COMPANY**

305 Madison Avenue, Morristown NJ 07962

**ENVIRONMENTAL EXCESS LIABILITY POLICY DECLARATIONS**

<b>POLICY NUMBER:</b> EFX-119933	<b>RENEWAL OF:</b> EFX-117132	<b>DATE ISSUED:</b> 3/18/2022
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Item 1.	<b>NAMED INSURED &amp; ADDRESS:</b> <i>Accurate Industrial Construction, Inc.</i> <i>1140 N. Van Horne Way</i> <i>Anaheim, CA 92806</i>	<b>PRODUCER NAME &amp; ADDRESS:</b> <i>CRC Insurance Services, Inc.</i> <i>17901 Von Karman Ave., Ste 400</i> <i>Irvine, CA 92614</i>	
	<b>FORM OF BUSINESS:</b> Corporation	<b>PRODUCER CODE:</b> 02445	
Item 2.	<b>POLICY PERIOD:</b>	03/11/2022 to 03/11/2023	
		12:01 a.m. Standard Time at the Named Insured's address stated above.	
Item 3.	<b>LIMITS OF INSURANCE:</b>	<b>Each Occurrence Limit:</b>	\$4,000,000.00
		<b>Policy Aggregate Limit:</b>	\$4,000,000.00
Item 4.	<b>SELF-INSURED RETENTION:</b>	<b>Each Occurrence:</b>	N/A
Item 5.	<b>SCHEDULED UNDERLYING INSURANCE:</b> <i>Refer To Form EN0152 – Schedule Of Underlying Insurance</i>		
Item 6.	<b>Premium</b>	<b>Policy Premium:</b>	\$39,664.00
		<b>TRIPRA Premium:</b>	Excluded
		<b>Total Policy Premium:</b>	\$39,664.00
		<b>Minimum Earned Premium:</b>	25%
		<b>Minimum Policy Premium:</b>	100%
Item 7.	<b>FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY:</b> <i>See Form EN0002 – Schedule Of Forms And Endorsements</i>		

THESE DECLARATIONS, TOGETHER WITH FORMS, SCHEDULES AND ENDORSEMENTS, IF ANY, ARE ISSUED AS PART OF, AND IN COMPLETION OF THE ABOVE NUMBERED POLICY.

**This insurance is issued pursuant to the CA Insurance Code, Sections 1760 through 1780, and is placed in an insurer or insurers not holding a Certificate of Authority from or regulated by the California Insurance Commissioner.**

Countersigned By:

\_\_\_\_\_  
Authorized Representative

# Schedule of Forms and Endorsements

Form No.	Form Title
EN0012	Environmental Excess Liability Policy Declarations
EN0002	Schedule of Forms and Endorsements
CS07001	Signature Page
EN0004	Claims Reporting
EN0005	Service of Process Clause
EN0007	Exclusion of Certified Acts of Terrorism and Exclusion of Other Acts of Terrorism Committed Outside the United States
EN0011	Privacy Notice
EN0016	Exclusion of Uninsured Motorist Insurance/Underinsured Motorist Insurance
EN0028	Environmental Excess Liability Policy
EN0029	Amendatory Endorsement Asbestos, Lead, Pollution
EN0050	Policyholder Notice - Emergency Response Hotline
EN0052	Notice of Loss
EN0150	Maritime Employers Liability (Jones Act) Exclusion
EN0151	US Longshoremen's & Harbor Workers' Compensation Act Exclusion
EN0152	Schedule of Underlying Insurance Endorsement
IL P 001 01 04	U.S Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders

**Crum & Forster Specialty Insurance Company**  
**A Delaware Corporation**  
**Home Office: Wilmington, DE**

(A Capital Stock Company)

SIGNATURE

A handwritten signature in black ink, appearing to read "Marc J. Adee".

Marc J. Adee  
Chairman and CEO

SIGNATURE

A handwritten signature in black ink, appearing to read "Michael P. McTigue".

Michael P. McTigue  
Secretary

## CLAIMS REPORTING

Notice of a claim or circumstances to the Insurer shall be reported to:

**Crum & Forster  
Claims Department  
305 Madison Avenue  
Morristown, New Jersey 07960  
Email: [crumandforsternol@cfins.com](mailto:crumandforsternol@cfins.com)  
Phone: (800) 690-5520  
Fax: (877) 622-6218  
Online: [CFConnect.cfins.com](http://CFConnect.cfins.com)**

Notice given in writing to the Insurer's broker will be considered notice to the Insurer.

## **SERVICE OF PROCESS CLAUSE**

The Insurance Commissioner, Director of Insurance, Superintendent of Insurance, or other officer specified by law, pursuant to the laws of the state where this policy is delivered, is hereby designated as the true and lawful attorney of the Company upon whom may be served all lawful process in any action, suit, or proceeding arising out of this policy. The Company further designates:

Name: Marc Adee, President

Name of Company or Firm: Crum & Forster Specialty Insurance Company

Mailing Address: 305 Madison Avenue  
Morristown, NJ 07960

as its person to whom such process shall be forwarded by the Insurance Commissioner, Director of Insurance, Superintendent of Insurance, or other officer specified by law.

All other terms and conditions of the 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**

In consideration of the premium charged it is hereby agreed that:

**A.** The following exclusion is added to all coverage parts of this policy:

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 U.S. dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would have been 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, 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 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.** above 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 to this policy:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage under any coverage part to which this endorsement applies, and includes, but is not limited to, "damages", "bodily injury", "property damage", "personal and advertising injury", "cleanup costs" or "ultimate net loss" 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 \$5,000,000 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 of affect the conduct of the United States Government by coercion.

3. "Other acts of terrorism" means 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 of affect the conduct of the United States 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 limitation 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 any coverage part of this policy.

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

## **Crum & Forster<sup>1</sup> Privacy Principles**

Crum & Forster's Privacy Principles guide our conduct in the collection, use, release and security of personal and confidential information we obtain as part of our business of providing and servicing commercial insurance products, including underwriting, policy administration, insurance claims adjusting, appraisal and loss control services. These principles define Crum & Forster's commitment to the privacy and integrity of the information we accumulate, manage and store.

### **Who collects and has access to non-public personal information?**

Personal information may be collected by and/ or shared with employees of Crum & Forster or by any of Crum & Forster's authorized representatives, attorneys, or others who provide services to Crum & Forster in connection with providing and servicing its commercial insurance products, such as claims administrators, independent appraisers, managed care providers, systems vendors, or similar service providers. Crum & Forster requires service providers to honor the privacy principles in the handling of non-public personal information obtained through its business relationship with Crum & Forster. Additionally, Crum & Forster may disclose information to third parties as allowed by law. For example, in response to a subpoena or other order or inquiry of a court, regulator or governmental agency or to its insurers.

### **Why does Crum & Forster need personal information and what do we do with it?**

Crum & Forster limits the collection, disclosure, and use of customer information to only what is needed to properly underwrite and service its insurance products, and/ or to fulfill legal or regulatory requirements.

Crum & Forster collects personal information solely for conducting its business of underwriting and servicing and administering its insurance products including, but not limited to:

- Underwriting and renewal of its commercial insurance products;
- Claims Handling and adjusting, including investigation and payment of claims;
- Claims administration and reporting;
- Fraud detection and prevention;
- Loss Control;
- Complying with the law and reporting requirements;
- Business activities that Crum & Forster may legally undertake.

Crum & Forster does not sell information to any third parties, and does not use it for marketing any of its insurance products.

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<sup>1</sup> The Crum & Forster family of companies includes:

United States Fire Insurance Company, The North River Insurance Company, Crum & Forster Indemnity Company, Crum & Forster Insurance Company, Crum & Forster Underwriters Co. of Ohio, Crum & Forster Specialty Insurance Company, and Seneca Insurance Company



### **What types of information are collected?**

The type of information that Crum & Forster collects varies according to the insurance product involved, and may include information we receive from you on applications and other forms; information we receive from your employer; information we receive from other sources such as motor vehicle reports.

### **Safeguarding Your Privacy**

Access to non-public personal information is limited to those employees who specifically need such information to conduct their business responsibilities.

If you conclude your relationship with us, we will continue to safeguard your privacy in accordance with the standards described in this notice.

We maintain physical, electronic and procedural safeguards to protect non-public personal information.

Our employees have been provided with a copy of this policy and receive annual training on safeguarding non-public personal information. Employees who violate these standards are subject to disciplinary measures.

### **About Our Website**

Our website is used only to disseminate information. Crum & Forster does not place electronic "cookies" in the browser files of any guests. We do not collect any individual information as a result of the public visiting the site. In other words, we may count how many times our site has been visited, but do not gather any personal information about the visitors. If you send us an email, your communication will identify you to us. However, we will only use the information you provide to respond to your inquiry. The privacy of communication over the Internet cannot be guaranteed. Crum & Forster does not assume any responsibility any loss or damage you may experience or incur by the sending of personal information over the Internet by or to Crum & Forster.

### **Questions?**

If you have any questions concerning our Privacy Principles, please contact our Privacy Compliance Officer at:

Crum & Forster  
Attn: Privacy Compliance Officer  
305 Madison Avenue  
Morristown, New Jersey 07960

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

**EXCLUSION OF UNINSURED MOTORIST INSURANCE  
UNDERINSURED MOTORIST INSURANCE**

This endorsement modifies coverages under our commercial excess liability insurance policy.

This policy does not provide any uninsured motorist insurance, underinsured motorist insurance, automobile no fault insurance, or any insurance under any similar law.

## **ENVIRONMENTAL EXCESS LIABILITY POLICY**

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

Throughout this policy, the words "you" and "your" refer to the Named Insured stated in Item 1. of the Declarations. The term Insured means any person or organization qualifying as an insured in the "controlling underlying insurance". The words "we", "us" and "our" refer to the Company stated on the Declarations providing this insurance. Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION III DEFINITIONS** and other provisions of this policy for such meanings.

### **I. INSURING AGREEMENT**

We will pay on behalf of the Insured the "ultimate net loss":

1. In excess of all "underlying insurance",
2. Provided the injury or offense takes place during the Policy Period of this policy, and
3. Only after all "underlying insurance" has been exhausted by the payments of the limits of such insurance for losses arising out of "occurrences", "pollution conditions" or "wrongful acts" insured by all of the policies designated in the Declarations as "underlying insurance".

If any "underlying insurance" does not pay a loss for reasons other than the exhaustion of an aggregate limit of insurance, then we shall not pay such loss.

We have no obligation under this insurance with respect to any claim or suit settled without our consent.

The amount we pay is limited as described in **SECTION IV. LIMIT OF LIABILITY**.

If we are prevented by law from paying on behalf of the Insured for coverage provided under this insurance, then we will indemnify the Insured.

The Agreements, Definitions, Terms, Conditions, and Exclusions of the "controlling underlying insurance" scheduled in Item 5. of the Declarations, in effect at the inception date of this policy, apply to this coverage unless:

1. They are inconsistent with provisions of this policy; or
2. There are provisions in this policy for which a similar provision is not contained in the "controlling underlying insurance"; or
3. They relate to premium, subrogation, any obligation to defend, the payment of expenses, Limits of Insurance, cancellation or any renewal agreement.

With respect to the exceptions described in 1., 2. or 3. above, the provisions of this policy will apply.

### **II. DEFENSE PROVISIONS AND SUPPLEMENTAL PAYMENTS**

#### **A. DEFENSE PROVISIONS**

We shall not be called upon to assume charge of the investigation, settlement or defense of any claim made or suit brought against the Insured, but we shall have the right and be given the opportunity to be associated in the defense and trial of any claims or suits relative to any "occurrence", "pollution condition" or "wrongful act" which, in our opinion, may create liability on the part of us under the terms of this policy.

If we assume such right and opportunity, we shall not be obligated to defend any suit after the

applicable limits of this policy have been exhausted by payment of the "ultimate net loss".

#### **B. SUPPLEMENTAL PAYMENTS**

The only supplemental payments and expense that we shall pay under this policy are as follows:

1. All expenses incurred by us and solely at our discretion;
2. All interest on that part of any judgment which accrues after entry of the judgment and before we have paid, offered to pay, or deposited into court that part of the judgment, payable under this policy, which does not exceed the Limits of Insurance, and to which this policy applies;
3. If all "underlying insurance" pays pre-judgment interest, then we will pay related pre-judgment interest awarded against the Insured on the part of the judgment we pay. If we make an offer to pay the applicable Limits of Insurance, we will not pay any pre-judgment interest based on that period of time after the offer.

#### **C. DEFENSE AND SUPPLEMENTAL PAYMENTS CONDITION**

Defense provisions and supplemental payments are subject to all of the foregoing and:

1. If defense and/or supplemental payment expenses are included within the limit of insurance of any "underlying insurance", then any such expense payment we make shall reduce the Limits of Insurance of this policy.
2. If none of the policies of "underlying insurance" includes defense and/or supplemental payment expenses within the limit of insurance of the "underlying insurance", then any such expense payment we make shall not reduce the Limits of Insurance of this policy.

### **III. DEFINITIONS**

- A. "Controlling underlying insurance" means the policy or policies of insurance as stated in Item 5. of the Declarations.
- B. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- C. "Pollution condition" means the discharge, dispersal, seepage, migration, release, escape, presence or movement of "pollutants". Two or more "pollution conditions" arising out of the same or related acts of discharge, dispersal, seepage, migration, release, escape or movement of "pollutants" shall be deemed to be a single "pollution condition".
- D. "Ultimate net loss" means the amount of the principal sum, award or verdict actually paid or payable in cash in the settlement or satisfaction of claims for which the insured is liable, either by adjudication or compromise with the written consent of us, after making proper deduction for all recoveries and salvages.

Defense and supplemental expense payments shall be included within the "ultimate net loss", provided that such expense payments are included within the agreements, terms, conditions, and limits of insurance of any "underlying insurance" in accordance with **SECTION II., Paragraph C. DEFENSE AND SUPPLEMENTAL PAYMENTS CONDITION.**

- E. "Underlying insurance" means the policy or policies of insurance as described in Item 5. of the Declarations, including "controlling underlying insurance".
- F. "Wrongful act" means an act, error or omission in the rendering or failure to render "professional services" by any insured covered under an underlying Errors and Omissions policy.

#### **IV. LIMIT OF LIABILITY**

The Limit of Liability stated in the Declarations as applicable to Each Occurrence shall be the total limit of our liability for all loss sustained as the result of any one "occurrence", "pollution condition" or "wrongful act". If a deductible amount is stated in Item 4. of the Declarations, our liability for loss sustained as the result of any one "occurrence", "pollution condition" or "wrongful act" shall be limited to amounts in excess of that deductible.

The Limit of Liability stated in the Declarations as "aggregate" shall be the total limit of our liability for all losses sustained during each annual period of this policy except for losses covered in the "underlying insurance" to which no underlying aggregate limit applies and for which any "underlying insurance" provides coverage that is subject to an aggregate limit.

This policy shall apply in excess of the "underlying insurance" limits shown in the Declarations. However, if the "underlying insurance" limit has been reduced or exhausted solely by reason of losses paid thereunder arising out of "occurrences", "pollution conditions" or "wrongful acts" which take place during the policy period of this policy, then this policy shall:

1. In the event of reduction, pay the excess of the reduced underlying limit;
2. In the event of exhaustion, continue in force as "underlying insurance".

However, when 1. or 2. above apply, we will not pay that portion of a loss that is within the underlying limits of insurance which you have agreed to fund by self-insurance or means other than insurance.

The Limit of Liability of this policy shall apply to the entire policy period and will not reinstate annually if the policy period is greater than twelve months. If the Policy Period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the Limit of Liability.

#### **V. EXCLUSIONS**

This insurance does not apply to:

##### **A. ASBESTOS AND LEAD**

Any liability arising out of or in any way related to:

1. Asbestos, asbestos fibers, or any product containing asbestos or asbestos fibers; or
2. The actual, alleged, or threatened exposure to lead or any substance containing lead.

This policy does not apply to Economic Loss, Diminution of Property, Abatement Costs, or any other loss, cost, or expense including Equitable Relief, in any way or to any extent arising out of or involving:

1. Asbestos, asbestos fibers or any product containing asbestos, or asbestos fibers; or
2. Lead or any substance containing lead.

This policy provides no coverage for any fees, costs, or expenses of any nature whatsoever in the investigation or defense of any claim or suit arising out of or involving:

1. Asbestos, asbestos fibers, or any product containing asbestos or asbestos fibers; or
2. Lead or any substance containing lead.

As used in this exclusion:

Abatement Costs means any actual or potential damages, costs, fees, or expenses, including

the costs of inspection, removal, or replacement.

Diminution of Property means the diminishing or lessening in value of property.

Economic Loss means any actual or potential damages, costs, fees, expenses, or lost profits arising out of or involving the manufacture or utilization of a good or product.

Equitable Relief means any remedy of relief, including restitution or injunctive relief, sought in a court with equitable powers.

## **B. POLLUTION**

1. Any liability arising directly or indirectly out of 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 or order that you 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 effect of pollutants.

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

## **C. CONTROLLING UNDERLYING INSURANCE**

Any liability excluded by "controlling underlying insurance".

## **D. NUCLEAR ENERGY**

1. Under any Liability Coverage to injury, sickness, disease, death or destruction.
  - a. With respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limits of liability; or
  - b. Resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof or (2) 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. Under any Medical Payments coverage or under any Supplementary Payments provision relating to immediate medical or surgical relief to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear facility by any person or organization.
3. Under any Liability coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
  - a. The nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of an Insured or (2) has been discharged or dispersed there from;
  - b. The nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported, or disposed of by or on behalf of an Insured; or

- c. The injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

**4. As used in this policy:**

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear or by-product material;

"source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

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

"waste" means any waste material (1) containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facilities under paragraph (a) or (b) thereof;

"nuclear facility" means:

- a. any nuclear reactor;
- b. any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste;
- c. any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- d. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operation;

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

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

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

**E. E.R.I.S.A**

Any obligation or liability for which the Insured or any of its insurers may be held liable under the Employees' Retirement Income Security Act of 1974 (E.R.I.S.A.), and any amendments thereto or any similar federal, state, local, or foreign law.

**F. PUNITIVE OR EXEMPLARY DAMAGES**

Punitive or exemplary damages, fines or penalties.

## **G. COMPUTER-RELATED AND OTHER ELECTRONIC PROBLEMS**

Liability arising directly or indirectly out of:

1. Any actual or alleged failure, malfunction or inadequacy of:
  - a. Any of the following, whether belonging to Insured or to others:
    - (1) Computer hardware, including microprocessors;
    - (2) Computer application software;
    - (3) Computer operating systems and related software;
    - (4) Computer networks;
    - (5) Microprocessors (computer chips) not part of any computer system; or
    - (6) Any other computerized or electronic equipment or components; or
  - b. Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in paragraph **a.** abovedue to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times, including the year 2000 and beyond.
2. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by the Insured or for the Insured to determine, rectify or test for, any potential or actual problems described in paragraph **1.** above.

## **H. INFRINGEMENT OF COPYRIGHT, PATENT, TRADEMARK OR TRADE SECRET**

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

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

## **VI. CONDITIONS**

### **A. APPEALS**

If you or any of your underlying insurers elect not to appeal a judgment in excess of the limits of liability afforded by the "underlying insurance", we may elect to appeal. Our Limits of Insurance shall not be increased because of the appeal, except that we will make the appeal at our cost and expense.

### **B. ASSIGNMENT**

Your interest in this policy may not be transferred to another, except by an endorsement issued by us which gives our consent. If you are bankrupt or insolvent or if you die, this policy shall cover your legal representative(s), but only while acting within the scope of their duties as such.

### **C. AUDIT OF YOUR BOOKS AND RECORDS**

We may examine and audit your books and records as they relate to this policy at any time during this policy period and within three (3) years after the final termination of this policy.

### **D. BANKRUPTCY OR INSOLVENCY**

Bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this policy.

### **E. BANKRUPTCY OR INSOLVENCY OF UNDERLYING INSURER**

For all purposes of this policy, if any "underlying insurance" is not available or collectible



because of:

1. The bankruptcy or insolvency of the underlying insurer(s) providing such "underlying insurance"; or
2. The inability or failure for any other reason of such underlying insurer(s) to comply with any of the obligations of its policy;

then this policy shall apply as if "underlying insurance" were available and collectible.

#### **F. CANCELLATION OR NON-RENEWAL**

1. The First Named Insured, as stated in Item 1. of the Declarations, may cancel this policy by mailing or delivering to us this policy or written notice of cancellation, stating when thereafter the cancellation is to be effective.
2. We may cancel or non-renew this policy by mailing or delivering to the First Named Insured written notice at least:
  - a. 10 days before the effective date of cancellation, if we cancel for nonpayment of Premium as stated in Item 6. of the Declarations; or
  - b. 20 days before the effective date of cancellation or non-renewal, if we cancel for any other reason, or non-renew.
3. We will mail or deliver our notice to the First Named Insured's last mailing address known to us.
4. Notice of cancellation or non-renewal will state the effective date of cancellation or non-renewal and will be effective for all Insureds. The Policy Period will end on that date.
5. If this policy is canceled, we will send the First Named Insured any Premium refund due. If we cancel, return Premium will be pro rata, subject to a minimum premium earned by us of 25% of the Premium stated in Item 6. of the Declarations. If cancellation is at the request of the First Named Insured, return Premium will be computed at 90% of pro rata unless prohibited by law or statute. Any cancellation by the First Named Insured is subject to the Minimum Earned Premium stated in Item 6. of the Declarations.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

#### **G. CHANGES**

This policy (including the Declarations and any schedules and endorsements attached) contains all the agreements between you and us concerning this insurance. You are authorized to make changes in the terms of this policy, with our consent.

This policy's terms and conditions can be amended or waived only by written endorsement issued by us and made a part of this policy.

#### **H. DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT**

1. You must see to it that we are notified as soon as possible of an "occurrence", "pollution condition" or "wrongful act" which may result in a claim or suit under this policy. To the extent possible notice should include:
  - a. How, when and where the "occurrence", "pollution condition" or "wrongful act" took place;
  - b. The names and addresses of any injured persons and witnesses; and
  - c. The nature and location of any injury or damage arising out of the "occurrence", "pollution condition" or "wrongful act".
2. If a claim is made or suit is brought against any Insured that is likely to involve this policy, you must see to it that we receive prompt written notice of the claim or suit.

3. You and any other involved Insured must:
  - a. Immediately send us copies of any demands, notices, summons, or legal papers received in connection with the claim or suit;
  - b. Authorize us to obtain records and other information;
  - c. Cooperate with us in the investigation, settlement or defense of the claim or suit;
  - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to any Insured because of injury or damage to which this policy may also apply;
4. You shall not make or authorize an admission of liability, attempt to settle, incur any expense, make any payment other than for first aid, or otherwise dispose of any claim or suit without our written consent.
5. You must see to it that we are notified promptly of any "occurrence", "pollution condition" or "wrongful act" which involves any of the following injuries or events:
  - a. Any brain damage;
  - b. Spinal cord injury with paralysis;
  - c. Severe burns resulting in disfigurement;
  - d. Amputations and/or multiple fractures;
  - e. Fatal injuries;
  - f. Permanent disabilities; sexual molestation and/or rape;
  - g. Massive internal injuries;
  - h. Any coverage issue which may trigger a reservation of rights or coverage declination; or
  - i. Any claim with an incurred exposure of \$250,000 or above.

You will also promptly advise us of the estimated amount of loss and of adjustment expenses in connection with each claim or loss and of any subsequent changes to those estimates.

#### **I. INSPECTION AND SURVEYS**

We have the right, but are not obligated, to:

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

Any inspections, surveys, reports or recommendations relate only to insurability and the Premiums to be charged. We do not:

1. Make safety inspections;
2. Undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public; or
3. Warrant that conditions are safe or healthful or comply with laws, regulations, codes or standards.

This condition applies not only to us but also to any rating service or similar organization that makes insurance inspections, surveys, reports or recommendations.

## **J. LEGAL ACTION AGAINST US**

No person or organization has a right under this policy to:

1. Join us as a party or otherwise bring us into a suit asking for damages from you;
2. Sue us, unless all of the terms of this policy have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against you obtained after trial. We will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of this policy. An agreed settlement means a settlement and release of liability signed by us, you, and the claimant or the claimant's legal representative.

## **K. MAINTENANCE OF UNDERLYING INSURANCE**

The policy or policies referred to in the Declarations and Schedule of "Underlying Insurance" or renewals or replacements thereof not more restrictive in coverage shall be maintained in full effect during this policy period, except for any reduction in the aggregate limits solely by payment of claims and/or claims expense.

If such "underlying insurance" is not maintained in full effect by you, if there is any material change in the coverage of any "underlying insurance", or if any limits of liability of "underlying insurance" are:

1. Less than as stated in the Schedule of "Underlying Insurance";
2. Unavailable to you due to bankruptcy or insolvency of an underlying insurer; or

then the insurance afforded by this policy shall apply in the same manner as if such "underlying insurance" and limits of liability had been in effect, available, so maintained unchanged and collectible.

## **L. OTHER INSURANCE**

If other insurance (whether such insurance is stated to be primary, contributing, excess or contingent) collectable or not, is available to you covering a loss also covered by this policy, other than a policy that is specifically written to apply in excess of this policy, the insurance afforded by this policy shall apply in excess of and shall not contribute with such other insurance.

However, if a written contract between you and an additional insured specifically requires that this insurance be primary, then this insurance will be primary to and noncontributing with other insurance maintained by the additional insured; however this primary and noncontributing coverage is limited to the amount of insurance required as specified in the contract.

## **M. PREMIUM**

The First Named Insured is responsible for the payment of all Premiums. All other Insureds are contingently liable for payment of Premium if the First Named Insured fails to do so.

The Premium for this policy, as stated in Item 6. of the Declarations, is a flat Premium. It is not subject to an adjustment unless stated in the Declarations or an endorsement attached to this policy.

## **N. REPRESENTATIONS, FRAUD, OR CONCEALMENT**

By accepting this policy, you agree that:

1. The statements in the Declarations, Schedule of "Underlying Insurance", and Application for this policy are accurate and complete;
2. Those statements are based upon representations you made to us;
3. This policy has been issued in reliance upon your representations; and

4. This policy is void in any case of fraud by you or if you intentionally conceal or misrepresent any material fact as it relates to this policy or any claim under this policy.

#### **O. SEPARATION OF INSURED**

Except with respect to the Limits of Insurance, this policy applies:

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

#### **P. SUBROGATION**

In the event of any payment under this policy by us, we shall be subrogated to all of your rights of recovery against any person or organization, and you shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. You shall do nothing after loss to prejudice such rights.

The amount recovered as subrogation shall be apportioned in the inverse order of payment of the "ultimate net loss" to the extent of the actual payment. The expenses of all recovery proceedings shall be apportioned in the ratio of respective recoveries.

We have no duty to provide coverage under this policy unless you and any other involved insured have fully complied with the conditions of this policy.

However, if a written contract between you and an additional insured specifically requires it, we will waive any right of recovery we may have against that person or organization because of payments we make for injury or damage arising out of your work performed for that person or organization under such written contract, but only if the injury or damage does not result from the sole negligence of that person or organization.

#### **Q. TITLES OR CAPTIONS OF POLICY PROVISIONS**

The title or caption of the sections and paragraphs of this policy and any attached endorsements are solely for convenience or reference. They do not affect the provisions to which they relate.

#### **R. SERVICE OF SUIT**

It is agreed that service of process in any suit on this policy against us may be made upon the highest one in authority bearing the title of commissioner, director or superintendent of insurance of the state or commonwealth wherein this policy is delivered or issued. The one in authority bearing the title commissioner, director, or superintendent of insurance of the state or commonwealth where this policy is delivered is hereby authorized and directed to accept service of process on behalf of this Company in any such suit; provided such commissioner, director, or superintendent has a procedure for forwarding suits to insurance companies by registered or certified mail and agrees to abide by such procedure by mailing via certified mail all documents so served to Crum and Forster Specialty Insurance Company, Attention: Claims, 305 Madison Avenue, Morristown, NJ 07960.

It is further agreed that the Insured shall, by registered mail, send to Crum and Forster Specialty Insurance Company, Attention: Claims, 305 Madison Avenue, Morristown, NJ 07962 a copy of all documents relating to the service of process and suit as the Insured has delivered to the highest one in authority of the insurance department of the state in which the suit has been instituted.

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

**AMENDATORY ENDORSEMENT  
ASBESTOS, LEAD and POLLUTION  
ENVIRONMENTAL EXCESS POLICY**

Exclusion **A.** is deleted and replaced by the following:

**A. ASBESTOS AND LEAD**

This policy is limited to the coverage provided to YOU in the UNDERLYING INSURANCE scheduled in item 5 of the Declarations. If coverage is not provided by the UNDERLYING INSURANCE up to the full scheduled limit, coverage is excluded from this policy.

Exclusion **B.** is deleted and replaced by the following:

**B. POLLUTION**

This policy is limited to the coverage provided to YOU in the UNDERLYING INSURANCE scheduled in item 5 of the Declarations. If coverage is not provided by the UNDERLYING INSURANCE up to the full scheduled limit, coverage is excluded from this policy.

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



## EMERGENCY RESPONSE HOTLINE INFORMATION

**IMMEDIATELY REPORT ALL SPILLS OR RELEASES!**

**The Crum & Forster Spill Reporting Program**

**1-855-942-2325**

As part of our value added policy services, Crum & Forster has established an Emergency Response Hotline for immediate reporting of pollution events or other events requiring immediate action or emergency response. The telephone number for the Hotline is noted above.

The **Environmental Casualty Notice Of Loss Endorsement (EN0052)** has been provided as part of your policy and outlines the instructions and information necessary to make a full report of such an incident. Immediate reporting of such events ensures timely notice to us of pollution claims as well as other claims that may require immediate response.

Please use the hotline to notify us immediately of any situation you encounter that may lead to a pollution claim.

Using the hotline may help you to fulfill some of your responsibilities to us. Reimbursement of *emergency environmental response costs* is conditioned on timely reporting by use of the Emergency Response Hotline.

The **Claims Reporting Endorsement (EN0004)** provides instructions and information for reporting all other non-emergency claims, incidents and occurrences.

Crum & Forster also has a **Spill Response Information Packet** available by request. It is designed for facilities, project sites and vehicles to provide easy reference to incident response measures and information. The packet contains:

- Initial Incident Questionnaire form;
- Crum & Forster Spill Reporting Program brochure;
- Chemical Incident Response Decision Logic sheet;
- Accident Documentation Card templates;
- Witness Statement forms;
- Wallet Card templates;
- Crum & Forster Spill Response Program Sticker templates; and
- Spill Control Equipment brochure.

All of the templates are pre-formatted for easy printing.

*Please note that the Environmental Casualty Notice Of Loss Endorsement and Spill Response Information Packet are tools to aid you in gathering the necessary claim, incident or occurrence information. By providing these tools, we do not guarantee coverage under the policy or relieve you of any of your duties or obligations under the policy. Please carefully read and understand the coverage form and your duties and obligations within the policy.*



## ENVIRONMENTAL CASUALTY NOTICE OF LOSS

**IMMEDIATELY REPORT ALL SPILLS OR RELEASES!**

**THE C&F SPILL REPORTING PROGRAM**

**1-855-942-2325**

**When you have a claim or "loss" (including spills)**

1. Notify your insurance agent or broker immediately.
2. Complete this form as completely as possible.
3. Be sure to include any demand letters, lawsuits, regulatory reports and/or, directives, etc.
4. Report the claim to us immediately by emailing this form to **crumandforsternol@cfins.com**; calling **800-690-5520** or faxing this form to **877-622-6204**.

Date of Report:		Date of Loss:
Name of Person Reporting Loss:		Phone:
Name of Insured:		Policy Number:
Address:		
City:	State:	Zip:
Phone:		FAX:
Insured Contact:		E-Mail:
Brokerage/Agency:		Contact Name:
Brokerage/Agency Contact Phone:		

**LOSS INFORMATION:**

Name of Claimant	Phone:
Address of Claimant	E-Mail:
Location of Loss (Street Address and/or GPS Coordinates):	
Description of Loss:	

Fire/Police Department(s):		
Officer		Badge No.:
Address:		Phone:
Other Authorities or Contactors		
Entity	Contact:	Phone

**COMPLETE FOR AUTO LOSSES**

<b>INSURED DRIVER INFORMATION:</b>		
Company Name:		
Driver Name:		SSN:
Driver Home Address:		Phone:
City:	State:	Zip:
Driver's License No. and State of Issuance:		
Co-Driver Name:		SSN:
Co- Driver Home Address:		Phone:
City:	State:	Zip:
Co-Driver's License No. and State of Issuance:		

<b>INSURED'S VEHICLE INFORMATION:</b>			
Truck/Tractor No.:	Year:	Make:	VIN:
1 <sup>st</sup> Trailer No.:	Year:	Make:	VIN:
2 <sup>nd</sup> Trailer No.:	Year:	Make:	VIN:

<b>INSURED CARGO INFORMATION:</b>			
What type of cargo were you hauling?			
Was it hazardous material?	Y / N	Did it spill?	Y / N
Estimated Quantity Spilled:	Gallons:	Ground Water Affected?	Y / N
Describe the extent of the spill and actions taken to contain/remediate:			



<b>OTHER VEHICLE INFORMATION:</b>				
Owner Name:			Phone:	
Address:			Phone:	
City:		State:		Zip:
Year:	Color::	Make	VIN:	
Driver Name:			SSN::	
Driver Home Address:			Phone:	
City:		State:		Zip:
Driver's License No. and State of Issuance:				
Insurance Company:			Policy Number:	
Description of Damage:				

*\*If more than one other vehicle is involved, list the above information for each on a separate page and attach it to this report.*

<b>WITNESS INFORMATION</b>			
<u>Name</u>	<u>Address</u>	<u>Phone</u>	<u>Type of Injury</u>

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

**EMPLOYERS LIABILITY EXCLUSION-MARITIME  
(JONES ACT)**

This policy does not apply to any loss, including ULTIMATE NET LOSS, and/or any expenses, arising directly or indirectly out of any injury to any of your employees who are subject to the Maritime Employers Liability (Jones) Act.

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

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

**UNITED STATES LONGSHOREMEN'S AND HARBOR  
WORKERS' COMPENSATION ACT EXCLUSION**

This policy does not apply to any loss, including ULTIMATE NET LOSS, and/or any expenses, arising directly or indirectly out of any obligation for which the insured or any of its insurers may be held liable under the United States Longshoremen's and Harbor Workers' Compensation Act, 33 U.S.C.A. 901, et seq., and any amendments thereto, or any regulations promulgated there under.

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

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

## **SCHEDULE OF CONTROLLING UNDERLYING INSURANCE**

This endorsement modifies insurance provided under the following:

### **ENVIRONMENTAL EXCESS LIABILITY POLICY**

#### **SCHEDULE**

<b>Coverage:</b> Commercial General Liability, Contractor's Pollution Liability, Errors & Omissions Liability		
<b>Insurance Carrier:</b>	Crum & Forster Specialty Insurance Company	
<b>Policy Number:</b>	EPK-138965	
<b>Policy Limits:</b>	Per Occurrence Limit	\$1,000,000
	Aggregate Limit	\$2,000,000
<b>Policy Period:</b>	03/11/2022 to 03/11/2023	

<b>Coverage:</b> Automobile Liability		
<b>Insurance Carrier:</b>	Mid-Century Insurance Company	
<b>Policy Number:</b>	660669-81-03	
<b>Policy Limits:</b>	Combined Single Limit	\$1,000,000
<b>Policy Period:</b>	05/15/2021 to 05/15/2022	

<b>Coverage:</b> Employers Liability		
<b>Insurance Carrier:</b>	Insurance Company Of The West	
<b>Policy Number:</b>	WSD 5021733 09	
<b>Policy Limits:</b>	Policy Limits	\$1,000,000
<b>Policy Period:</b>	08/17/2021 to 08/17/2022	

Per Item 5. of the Declarations, the policy or policies, shown in the above Schedule of this endorsement are the "controlling underlying insurance" for this Environmental Excess Liability Policy.

This endorsement shall not serve to change or increase our Limits of Insurance as shown in the Declarations and as described in Section IV. LIMIT OF LIABILITY.

All other terms, conditions and exclusions under the policy remain unchanged.

# 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.