



EVANSTON INSURANCE COMPANY

10275 West Higgins Road, Suite 750
Rosemont, IL 60018

INSURANCE POLICY

Coverage afforded by this policy is provided by the Company (Insurer) and named in the Declarations.

In **Witness Whereof**, the company (insurer) has caused this policy to be executed and attested and countersigned by a duly authorized representative of the company (insurer) identified in the Declarations.

Kathleen Anne Sturgeon

Ben W. Sales

Secretary

President



EVANSTON INSURANCE COMPANY

EMERGENCY RESPONSE HOTLINE

1-855-44CLAIM

(1-855-442-5246)

Markel has established an emergency response hotline for immediate reporting of pollution events or other events requiring emergency response.

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. When calling, identify yourself as a Markel Policyholder.

Using the hotline may help you to fulfill some of your responsibilities to us. Reimbursement of "crisis management costs" or "emergency response costs" is conditioned on timely reporting by use of the emergency response hotline. Please refer to the policy for full details.

CLAIMS REPORTING NOTICE

In addition to the above you must also report in writing any "Occurrence", Offense, Incident, "Claim", or "Suit" to:

Markel - Claims
P.O. Box 2009
Glen Allen, VA 23058-2009
Phone: 800-362-7535 (800) 3MARKEL
Fax: 855-662-7535 (855) 6MARKEL

Email: newclaims@markel.com

**PLEASE REFER TO THE POLICY FOR ANY NOTICE AND REPORTING PROVISIONS
AND/OR DUTIES IN THE EVENT OF AN "OCCURRENCE", OFFENSE, INCIDENT, "CLAIM", OR
"SUIT".**

**EVANSTON INSURANCE COMPANY****PRIVACY NOTICE**

U. S. Consumer Privacy Notice

Rev. 1/1/2020

FACTS	WHAT DOES MARKEL GROUP OF COMPANIES REFERENCED BELOW (INDIVIDUALLY OR COLLECTIVELY REFERRED TO AS "WE", "US", OR "OUR") DO WITH YOUR PERSONAL INFORMATION?
Why?	<p>In the course of Our business relationship with you, We collect information about you that is necessary to provide you with Our products and services. We treat this information as confidential and recognize the importance of protecting it. Federal and state law gives you the right to limit some but not all sharing of your personal information. Federal and state law also requires Us to tell you how We collect, share, and protect your personal information. Please read this notice carefully to understand what We do.</p>
What?	<p>The types of personal information We collect and share depend on the product or service you have with Us. This information can include:</p> <ul style="list-style-type: none">• your name, mailing and email address(es), telephone number, date of birth, gender, marital or family status, identification numbers issued by government bodies or agencies (i.e.: Social Security number or FEIN, driver's license or other license number), employment, education, occupation, or assets and income from applications and other forms from you, your employer and others;• your policy coverage, claims, premiums, and payment history from your dealings with Us, Our Affiliates, or others;• your financial history from other insurance companies, financial organizations, or consumer reporting agencies, including but not limited to payment card numbers, bank account or other financial account numbers and account details, credit history and credit scores, assets and income and other financial information, or your medical history and records. <p>Personal information does not include:</p> <ul style="list-style-type: none">• publicly-available information from government records;• de-identified or aggregated consumer information. <p>When you are no longer Our customer, We continue to share your information as described in this Notice as required by law.</p>
How?	<p>All insurance companies need to share customers' personal information to run their everyday business. In the section below, We list the reasons financial companies can share their customers' personal information; the reasons We choose to share; and whether you can limit this sharing. We restrict access to your personal information to those individuals, such as Our employees and agents, who provide you with insurance products and services. We may disclose your personal information to Our Affiliates and Nonaffiliates (1) to process your transaction with Us, for instance, to determine eligibility for coverage, to process claims, or to prevent fraud, or (2) with your written authorization, or (3) otherwise as permitted by law. We do not disclose any of your personal information, as Our customer or former customer, except as described in this Notice.</p>

Reasons We can share your personal information	Do We share?	Can you limit this sharing?
For Our everyday business purposes and as required by law – such as to process your transactions, maintain your account(s), respond to court orders and legal/regulatory investigations, to prevent fraud, or report to credit bureaus	Yes	No
For Our marketing purposes – to offer Our products and services to you	Yes	No
For Joint Marketing with other financial companies	Yes	No
For Our Affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For Our Affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For Our Affiliates to market you	No	We don't share
For Nonaffiliates to market you	No	We don't share
Questions? Call (888) 560-4671 or email privacy@markel.com		

Who We are	
Who is providing this Notice?	A list of Our companies is located at the end of this Notice.

What We do	
How do We protect your personal information?	We maintain reasonable physical, electronic, and procedural safeguards to protect your personal information and to comply with applicable regulatory standards. For more information, visit www.markel.com/privacy-policy .
How do We collect your personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> complete an application or other form for insurance perform transactions with Us, Our Affiliates, or others file an insurance claim or provide account information use your credit or debit card <p>We also collect your personal information from others, such as consumer reporting agencies that provide Us with information such as credit information, driving records, and claim histories.</p>
Why can't you limit all sharing of your personal information?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> sharing for Affiliates' everyday business purposes – information about your creditworthiness Affiliates from using your information to market to you sharing for Nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the Other Important Information section of this Notice for more on your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Our Affiliates include member companies of Markel Group.
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Nonaffiliates that We can share with can include financial services companies such as insurance agencies or brokers, claims adjusters, reinsurers, and auditors, state insurance officials, law enforcement, and others as permitted by law.
Joint Marketing	<p>A formal agreement between Nonaffiliated companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • Our Joint Marketing providers can include entities providing a service or product that could allow Us to provide a broader selection of insurance products to you.

Other Important Information
<p>For Residents of AZ, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR, and VA: Under state law, under certain circumstances you have the right to access and request correction, amendment or deletion of personal information that We have collected from or about you. To do so, contact your agent, visit www.markel.com/privacy-policy, call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060.</p> <p>We may charge a reasonable fee to cover the costs of providing this information. We will let you know what actions We take. If you do not agree with Our actions, you may send Us a statement.</p>
<p>For Residents of CA: You have the right to review, make corrections, or delete your recorded personal information contained in Our files. To do so, contact your agent, visit www.markel.com/privacy-policy, call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060. We do not and will not sell your personal information.</p> <p>For the categories of personal information We have collected from consumers within the last 12 months, please visit: www.markel.com/privacy-policy.</p>
<p>For Residents of MA and ME: You may ask, in writing, for specific reason, for an adverse underwriting decision.</p>
<p>Markel Group of Companies Providing This Notice: City National Insurance Company, Essentia Insurance Company, Evanston Insurance Company, FirstComp Insurance Company, Independent Specialty Insurance Company, National Specialty Insurance Company, Markel Bermuda Limited, Markel American Insurance Company, Markel Global Reinsurance Company, Markel Insurance Company, Markel International Insurance Company Limited, Markel Service, Incorporated, Markel West, Inc. (d/b/a in CA as Markel West Insurance Services), Pinnacle National Insurance Company, State National Insurance Company, Inc., Superior Specialty Insurance Company, SureTec Agency Services, Inc. (d/b/a in CA as SureTec Agency Insurance Services), SureTec Indemnity Company, SureTec Insurance Company, United Specialty Insurance Company, Inc.</p>



EVANSTON INSURANCE COMPANY

IMPORTANT NOTICE

CALIFORNIA SURPLUS LINES NOTICE (D-2)

- 1. The insurance policy that you have purchased is being issued by an insurer that is not licensed by the State of California. These companies are called “nonadmitted” or “surplus lines” insurers.**
- 2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.**
- 3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.**
- 4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or “surplus line” broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website www.insurance.ca.gov. Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC’s internet website at www.naic.org. The NAIC – the National Association of Insurance Commissioners – is the regulatory support organization created and governed by the chief insurance regulators in the United States.**
- 5. Foreign insurers should be licensed by a state in the United States and you may contact that state’s department of insurance to obtain**

more information about that insurer. You can find a link to each state from this NAIC internet website: https://naic.org/state_web_map.htm.

6. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on the NAIC's International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or "surplus line" broker to obtain more information about that insurer.

7. California maintains a "List of Approved Surplus Line Insurers (LASLI)." Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance: www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm.

8. If you, as the applicant, required that the insurance policy you have purchased be effective immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage, the premium will be prorated and any broker's fee charged for this insurance will be returned to you.



EVANSTON INSURANCE COMPANY

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 – <https://www.treasury.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.



EVANSTON INSURANCE COMPANY

ENVIRONMENTAL COMMON POLICY DECLARATIONS

THE COVERAGE PROVIDED BY ONE OR MORE COVERAGE FORMS OR INSURING AGREEMENTS INCLUDED IN THIS POLICY MAY BE WRITTEN AS CLAIMS-MADE AND REPORTED COVERAGE. CLAIMS-MADE AND REPORTED COVERAGE REQUIRES THAT A CLAIM BE FIRST MADE AGAINST YOU AND REPORTED TO US DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD WE PROVIDE.

POLICY NUMBER: MKLV5ENV104108

RENEWAL OF POLICY: MKLV5ENV104106

Named Insured and Mailing Address (No., Street, Town or City, County, State, Zip Code)

Trez Aggregates Corp. DBA: Bel Air Concrete and Malbros Ready Mix
12328 Gladstone Ave
Sylmar, CA 91342-5326

Policy Period: From 04/04/2023 to 04/04/2024, at 12:01 A.M. Standard Time at your mailing address shown above.

Form of Business:

- ☐ Individual ☐ Partnership ☐ Joint Venture
☐ Limited Liability Company ☒ Organization, including Corporation (but not incl. Partnership, Joint Venture or LLC)

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.

Coverage is provided for the following only if indicated with an "X" in the checkbox(es) below:

	Claims-Made	Occurrence	Premium
<input type="checkbox"/> Commercial General Liability	<input type="checkbox"/>	<input type="checkbox"/>	EXCLUDED
<input type="checkbox"/> Contractor's Pollution Liability	<input type="checkbox"/>	<input type="checkbox"/>	EXCLUDED
<input type="checkbox"/> Owners And Contractors Protective Liability (Monoline Coverage)	Not applicable	<input type="checkbox"/>	EXCLUDED
<input type="checkbox"/> Products-Completed Operations Liability (Monoline Coverage)	<input type="checkbox"/>	<input type="checkbox"/>	EXCLUDED
<input type="checkbox"/> Professional Liability	<input type="checkbox"/>	Not applicable	EXCLUDED
<input checked="" type="checkbox"/> Site Pollution And Environmental	<input checked="" type="checkbox"/>	Not applicable	INCLUDED
<input type="checkbox"/> Terrorism Risk Insurance Act (TRIA):			EXCLUDED
	Advance And Deposit Premium:		\$8,779.00
Other Charge (Specify):			\$
Other Charge (Specify):			\$
Inspection Fee (100% Fully Earned):			\$
GRAND TOTAL (Including all charges and fees):			\$8,779.00

Producer Number, Name and Mailing Address

210813
Western Security Surplus Insurance Brokers, LLC
5990 Sepulveda Boulevard, Suite 460
Sherman Oaks, CA 91411

Surplus Lines Tax \$263.37
Stamping Fee \$15.80
Total \$9,058.17

Combined General Aggregate Limit Of Insurance

\$2,000,000

The amount shown above is the most we will pay under all coverage parts attached to this policy

Audit Period (Indicated by an "X" in the checkbox(es) below):

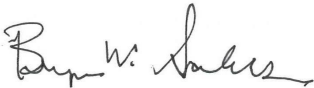
☒ Flat ☐ Annual ☐ Semi-Annual ☐ Quarterly ☐ Monthly

Endorsements

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

SEE FORMS SCHEDULE MDIL 1001 ATTACHED

These Declarations, together with the Common Policy Conditions, Supplemental Declaration(s), Coverage Form(s), and any Endorsements(s) complete the above numbered policy.



Countersigned By

04/06/2023

Countersignature Date

**EVANSTON INSURANCE COMPANY****FORMS SCHEDULE****FORM NUMBER****FORM NAME**

MJIL 1000 08 10	Jacket/Signature Page
MPEI 2000 01 22	Emergency Response Hotline
MPIL 1007 01 20	Privacy Notice
MPIL 1039-CA 01 20	California Surplus Lines Notice (D-2)
MPIL 1083 04 15	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders
MDEI 2014 11 17	Environmental Common Policy Declarations
MDIL 1001 08 11	Forms Schedule
MEEI 2308-NY 11 17	New York Exclusion - Designated State
MEEI 2346 06 21	Exclusion Of Certified Acts Of Terrorism
MEEI 2525 11 17	Additional Insured - Controlling Interest
MEEI 2562 11 17	Application Warranty
MEIL 1200-CA 01 20	Service of Suit - California
MEIL 1225 10 11	Changes - Civil Union
MEIL 1233 11 13	Notice of Cancellation as Required By Contract - Additional Insureds
MEEI 0017 01 22	Common Policy Conditions
MEEI 2314 03 21	Exclusion - Cyber Incident, Data Compromise, And Violation Of Statutes Related To Personal Data
MEIL 1247 08 15	Minimum Earned And Minimum Retained Premium
MDEI 2017 11 17	Site Pollution And Environmental Supplemental Declarations
MEEI 0008 11 17	Site Pollution And Environmental Coverage Form
MDEI 2018 10 21	Schedule Of Covered Locations
MIL 1214 09 17	Trade or Economic Sanctions



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK EXCLUSION – DESIGNATED STATE

This endorsement modifies insurance provided under the following, where indicated by an "X" in the checkbox(es) below:

- ☐ COMMERCIAL GENERAL LIABILITY COVERAGE FORM
- ☐ CONTRACTOR'S POLLUTION LIABILITY COVERAGE FORM
- ☐ PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
- ☐ PROFESSIONAL LIABILITY COVERAGE FORM

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

The following is added to the Exclusions section:

This insurance does not apply to:

The State Of New York

"Bodily injury", "property damage", "personal and advertising injury", "loss", "damages" or supplementary payments in any way involving your operations or "your work" performed by you or on your behalf in the state of New York, including the rendering of or failure to render any "professional services" by you or on your behalf.

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.

All other terms and conditions remain unchanged.

**EVANSTON INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following, where indicated by an "X" in the checkbox(es) below:

- ☐ ADVANTAGE CONTRACTOR'S POLLUTION LIABILITY PLUS COVERAGE FORM
- ☐ COMMERCIAL EXCESS LIABILITY POLICY
- ☐ COMMERCIAL GENERAL LIABILITY COVERAGE FORM
- ☐ CONTRACTOR'S POLLUTION LIABILITY COVERAGE FORM
- ☐ OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
- ☐ PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
- ☐ RESCUE REMEDIAL ENVIRONMENTAL SITE CLEANUP EXPENSE COVERAGE FORM
- ☒ SITE POLLUTION AND ENVIRONMENTAL COVERAGE FORM

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

A. The following is added to the Exclusions section:

This insurance does not apply to:

Terrorism

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

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Form to which this endorsement is attached, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "cleanup costs", "business interruption expense", "product withdrawal expense", "emergency response costs", "defense expenses" and supplementary payments.
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 Reinsurance 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 "loss" 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 Form.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CONTROLLING INTEREST

This endorsement modifies insurance provided under the following, where indicated by an “X” in the checkbox(es) below:

- ☐ COMMERCIAL GENERAL LIABILITY COVERAGE FORM
- ☐ CONTRACTOR’S POLLUTION LIABILITY COVERAGE FORM
- ☐ PROFESSIONAL LIABILITY COVERAGE FORM
- ☒ SITE POLLUTION AND ENVIRONMENTAL COVERAGE FORM

SCHEDULE

Person(s) Or Organization(s):

Any person(s) or organization(s) to whom the insured agrees to provide Additional Insured status in a written contract signed by both parties and executed prior to the commencement of operations

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

A. Who Is An Insured is amended to include as an additional insured the Person(s) Or Organization(s) shown in the Schedule of this endorsement, but only with respect to their liability arising out of:

1. Their financial control of you; or
2. Premises they own, maintain or control while you lease or occupy these premises.

However:

1. The insurance afforded to such additional insured applies only to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction, or demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to limits of insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement does not increase the applicable Limits Of Insurance shown in the Declarations.

D. The following condition is added to the Conditions section and supersedes any provision to the contrary:

Joint Defense

Where we have the right to appoint counsel and the duty to defend a "claim" or "suit" against an insured, such "claim" or "suit" will be defended on a "joint defense" basis, subject to applicable law, under which:

- a.** We may appoint one counsel to defend all of the insureds who are or may be involved with respect to such "claim" or "suit"; and
- b.** All of the insureds will have the obligation to cooperate with respect to the investigation and "joint defense" of any such "claim" or "suit".

"Joint defense" means a defense strategy in which two or more defendants join and cooperate with one another.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

APPLICATION WARRANTY

This endorsement modifies insurance provided under the following, where indicated by an "X" in the checkbox(es) below:

- ☐ COMMERCIAL GENERAL LIABILITY COVERAGE FORM
- ☐ CONTRACTOR'S POLLUTION LIABILITY COVERAGE FORM
- ☐ OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
- ☐ PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
- ☐ PROFESSIONAL LIABILITY COVERAGE FORM
- ☒ SITE POLLUTION AND ENVIRONMENTAL COVERAGE FORM

The following Common Policy Condition is added:

Application Warranty

You warrant that the information contained in the application for the policy to which this endorsement is attached is true and that it forms the basis of and is incorporated into this policy.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT - CALIFORNIA

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Named Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court. Nothing in this clause constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Valarie Jonas, Markel, 201 California Street, Suite 1450, San Francisco, CA 94111 and that in any suit instituted against the Company upon this policy, the Company will abide by the final decision of such court or of any appellate court in the event of an appeal.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, the Company hereby designates the Superintendent, Commissioner, or Director of Insurance or other official specified for that purpose in the statute, or his/her successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Named Insured or any beneficiary hereunder arising out of this policy, and hereby designates the above-named as to whom the said officer is authorized to mail such process or a true copy thereof.

Pursuant to Section 1772, et seq., of the California Insurance Code, a surplus line insurer may be sued upon any cause of action arising in this state under any surplus line insurance contract made by it, or any evidence of insurance issued or delivered by the surplus line broker, pursuant to the procedures set forth in Sections 1610 to 1620, inclusive.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES – CIVIL UNION

All references to “spouse” or “family member” in any Coverage Part or policy form made part of this insurance shall include a party to a civil union or domestic partnership law recognized under any applicable statute.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION AS REQUIRED BY CONTRACT – ADDITIONAL INSURED

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

SCHEDULE

Number of days: 30

The following is added to the Cancellation condition:

We will provide written Notice of Cancellation to an additional insured stating when, not less than the number of days shown in the Schedule above, cancellation will become effective.

This condition only applies if:

1. Cancellation is for reasons other than:
 - a. Nonpayment of premium; or
 - b. Non-payment of any deductible reimbursement;
2. You are required by written contract to provide the additional insured with such notice; and
3. You agree to provide us with a list of the applicable additional insureds, including their complete mailing addresses, within 7 days of our request.

If notice is mailed, proof of mailing is sufficient proof of such notice.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

COMMON POLICY CONDITIONS

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations may or may not be defined in all Coverage Forms.

All Coverage Forms included in this policy are subject to the following additional conditions:

A. Cancellation Or Nonrenewal

1. This policy may be cancelled by the first Named Insured by surrender thereof to us or any of our authorized representatives or by mailing to us written notice stating when thereafter the cancellation will be effective.
2. If we decide to cancel or not to renew this Policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of cancellation or nonrenewal not less than:
 - a. 10 days prior to cancellation if we cancel for non-payment of premium;
 - b. 30 days prior to cancellation if we cancel for any other reason; or
 - c. 30 days prior to nonrenewal.
3. 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. Notice to or knowledge by any agent or by any other person will not effect a waiver or change in any part of this Policy or estop us from asserting any right under the terms of this Policy.

C. Change In Control

If after the inception date of the Policy:

1. The Named Insured is merged into or consolidated with another organization such that it is not the surviving organization, or sells all or substantially all of its assets to another organization, person, or group of organizations or persons acting in concert;
2. Another organization, person, or group of organizations or persons acting in concert acquires an amount of the voting interest representing more than 50% of the voting rights for the election or appointment of directors or trustees of the Named Insured, or acquires the voting rights of such an amount of such interest; or
3. A receiver, liquidator, conservator, trustee, or similar official is appointed with respect to the Named Insured;

no coverage will be afforded under this Policy unless:

- a. Written notice of such transaction or event is given to the Company by the Named Insured as soon as practicable, but in no event later than 30 days after such transaction or event, including complete details of the nature of such transaction or event and the other organization, person, group of organizations, persons acting in concert, receiver, liquidator, conservator, trustee, or similar official appointed with respect to the Named Insured;
- b. The Named Insured submits such additional information in connection therewith as the Company may deem necessary;
- c. The Company, at its sole discretion, agrees to continue coverage by written endorsement to the Policy; and

- d. The Named Insured agrees to accept any special terms, conditions, exclusions, or additional premium charge as may be required by the Company.

D. Choice Of Law

Unless otherwise expressly endorsed in the Policy, the laws of New York, without giving effect to its conflicts of law principles, govern all matters arising out of or relating to this Policy and all of the transactions it contemplates, including, without limitation, its formation, validity, interpretation, construction, performance, and enforcement.

E. 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 3 years afterward.

F. 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 service, 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.

G. Non-Cumulative Shared General Aggregate

The Combined General Aggregate Limit Of Insurance, if any, shown in the Declarations is the most we will pay under all Insuring Agreements for the sum of all "loss", "damages", "defense costs", and supplementary payments, as applicable.

However, this provision does not apply to:

1. Supplementary payments paid under the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**;
2. "Bodily injury" and "property damage" included in the "products-completed operations hazard"; or
3. Supplementary payments because of the "products-completed operations hazard";

unless altered by endorsement issued by us.

H. Notice And Reporting Provisions

In addition to all other duties of the insured in the event of a "pollution condition", "occurrence", offense, act, error or omission, "claim", or "suit", you must report any spill or release immediately.

Notice to your insurance agent or broker does not constitute notice to us, or any other person or entity acting on our behalf, for purposes of the receipt of notice.

I. 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.

J. 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.

K. Two Or More Insuring Agreements, Coverage Forms, Or Policies Issued By Us

If more than one Insuring Agreement, Coverage Form, or policy issued to you by us or any company affiliated with us applies to the same "claim", the aggregate maximum limit of insurance under all of the Insuring Agreements, Coverage Forms, or policies will not exceed the highest applicable limit of insurance under any one Insuring Agreement, Coverage Form, or policy. This condition does not apply to:

1. Any Insuring Agreement, Coverage Form, or policy issued by us or an affiliated company specifically to apply as excess insurance over this Policy; or
2. Any Insuring Agreement covering "crisis management costs" or "emergency response costs".



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CYBER INCIDENT, DATA COMPROMISE, AND VIOLATION OF STATUTES RELATED TO PERSONAL DATA

This endorsement modifies insurance provided under all Coverage Forms included in the policy.

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

- A.** The following exclusion is added to the Exclusions section of the Coverage Form, and all insuring agreements added to this policy by separate endorsement other than an endorsement described in Paragraph **B.** below, and replaces any Electronic Data exclusion found anywhere in the policy:

This insurance does not apply to:

Cyber Incident, Data Compromise, And Violation Of Statutes Related To Personal Data

Damages caused by, arising out of, or in any way involving, directly or indirectly:

- (1)** The loss of, loss of use of, corruption of, inability to access, or reduction in functionality of a "computer system", including, but not limited to:
 - (a)** Damage to or loss of data occurring on a "computer system";
 - (b)** Unauthorized access of a "computer system";
 - (c)** Computer malware on a "computer system";
 - (d)** Human error affecting a "computer system";
 - (e)** System failure occurring on a "computer system";
 - (f)** A defect of a "computer system";
 - (g)** Social engineering, including, but not limited to, any phishing, pretexting, spoofing, or other fraudulent, manipulative, or deceptive communication; or
 - (h)** Cyber extortion;
- (2)** Any:
 - (a)** Access to or disclosure of (whether such access or disclosure is authorized or unauthorized); or
 - (b)** Theft, alteration, or corruption of;
any person's or organization's confidential, intellectual, or proprietary information or data, including, but not limited to, "personal data", patents, trade secrets, processing methods, customer lists, or any other type of nonpublic information; or
- (3)** Any action or omission that violates or is alleged to violate any federal, state, or local statute, law, rule, ordinance, or regulation that addresses, prohibits, regulates, or limits the printing, interception, dissemination, disposal, collecting, recording, sending, transmitting, communicating, distribution, sharing, sale, storage, retaining, receiving, or protection of "personal data", including, but not limited to:
 - (a)** The Illinois Biometric Information Privacy Act (BIPA);
 - (b)** The California Consumer Privacy Act (CCPA);

- (c) The California Invasion Of Privacy Act (CIPA);
- (d) The New York Stop Hacks and Improve Electronic Data Security Act (SHIELD Act);
- (e) The European Union General Data Protection Regulation (GDPR); or
- (f) Any similar or related federal, state, or local statute, law, rule, ordinance, or regulation;

including any amendments thereto.

This exclusion applies even if "damages" are claimed for notification costs, credit monitoring or repair expenses, forensic expenses, public relation expenses, costs associated with the replacement or reissuance of payment cards, fines, penalties, loss of use of property that has not been physically damaged, or any other loss, cost, or expense incurred by you or others arising out of that which is excluded above.

However:

- (i) Paragraph (1) of this exclusion does not apply to an incident that results in a "pollution condition" otherwise covered by this policy; and
- (ii) This exclusion does not apply to Liability for damages because of "bodily injury" or physical damage to tangible property of others. For the purpose of this exclusion, electronic data is not tangible property. The insurance afforded by this exception is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent, or issued on any other basis.

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

- B. If this policy contains an endorsement adding an insuring agreement that specifically provides coverage that is excluded in Paragraph A. above, then the exclusion added by this endorsement does not apply to such insuring agreement solely to the extent of the coverage provided by such endorsement.
- C. The following definitions are added to the Definitions section:

"Computer system" means computer hardware, firmware, software, or any components thereof.

"Personal data" means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked to a particular person or household, including, but not limited to:

- a. Identifiers such as a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, password, account name, social security number, driver's license or state identification card number, passport number, telephone number, insurance policy number, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information, or other similar identifiers, characteristics, or descriptors;
- b. Commercial information, including records of personal property, products, or services purchased, obtained, or considered, transactions occurring over a peer-to-peer electronic cash system, or other purchasing or consuming histories or tendencies;
- c. Biometric data or information (such as a fingerprint, voice print, retina or iris image, or other unique physical representation or digital representation of biometric data);
- d. Internet or other electronic network activity information, including, but not limited to, browsing history, search history, and information regarding a person's or household's interaction with an internet website, application, or advertisement;
- e. Geolocation data;
- f. Audio, electronic, visual, thermal, olfactory, or similar information;
- g. Professional or employment-related information that is not publicly available;
- h. Education information, defined as information that is not publicly available personally identifiable information as defined in the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. section 1232g; 34 CFR Part 99) including any amendments thereto;
- i. Identifiers set forth in any state or federal consumer protection or privacy statute or law including, but not limited to, the identifiers shown in Paragraphs a. through h. above; or

- j. Inferences drawn from any of the identifiers shown in Paragraphs **a.** through **i.** above to create a profile about a person or household reflecting such person's or household's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, or aptitudes.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

MINIMUM EARNED AND MINIMUM RETAINED PREMIUM

This endorsement modifies all Coverage Forms included in the policy:

SCHEDULE

Minimum Earned Premium Percentage:	25%
Minimum Retained Premium Percentage:	100%
Fully Earned Date:	04/04/2024

The following Condition is added and supersedes any provisions to the contrary.

Minimum Earned And Retained Premium

The total policy premium and minimum earned premium(s) due for this policy will be calculated in accordance with the following:

A. Total Policy Premium

The total policy premium is calculated as: The Grand Total premium shown in the Common Policy Declarations, plus any premium adjustment by endorsement, plus any additional premium developed by audit. The premium shown in the Common Policy Declarations as Grand Total is a deposit premium only and is subject to adjustment in accordance with our rules, rates, and premium audit provisions of this policy.

B. Minimum Earned Premium

If this policy is canceled either at your request or due to non-payment of premium, we will retain a minimum earned premium or the short rate earned premium, whichever is greater. The minimum earned premium will be calculated by multiplying the total policy premium, calculated as described in Paragraph A. above, by the Minimum Earned Premium Percentage shown in the Schedule of this endorsement.

However, if this policy remains in effect until the Fully Earned Date shown in the Schedule of this endorsement, the total policy premium, calculated as described in Paragraph A. above, will be fully earned. There will be no return of premium if this policy is canceled at your request or for non-payment of premium on or after the Fully Earned Date shown in the Schedule of this endorsement.

C. Minimum Retained Premium

If this policy was issued on an adjustable basis, the policy also has a minimum amount of premium that applies to the policy period. The minimum retained premium will be calculated by multiplying the total policy premium, calculated as described in Paragraph A. above, by the Minimum Retained Premium Percentage shown in the Schedule of this endorsement.

At the completion of the audit, if the audit premium is:

1. Greater than the total policy premium, calculated as described in Paragraph A. above, the additional premium is due and payable upon notice to you.
2. Less than the total policy premium, calculated as described in Paragraph A. above, we will retain the minimum retained premium or the audit premium, whichever is greater.

All other terms and conditions remain unchanged.



Evanston Insurance Company

POLICY NUMBER: MKLV5ENV104108

SITE POLLUTION AND ENVIRONMENTAL SUPPLEMENTAL DECLARATIONS

AMOUNTS INCURRED AS DEFENSE COSTS WILL REDUCE THE LIMIT OF INSURANCE AVAILABLE AND WILL BE APPLIED AGAINST THE SELF-INSURED RETENTION OR DEDUCTIBLE, IF APPLICABLE.

Coverages Purchased	
Coverage is provided for the following only if indicated with an "X" in the checkbox(es) below:	
Insuring Agreement	Each Coverage Aggregate Limit
<input checked="" type="checkbox"/> Bodily Injury And Property Damage Resulting From Pollution Conditions	\$2,000,000
<input type="checkbox"/> Transportation Pollution Liability	
<input type="checkbox"/> Non-Owned Disposal Sites	
<input type="checkbox"/> Non-Owned Locations	
<input type="checkbox"/> Sudden And Abrupt Discharge, Release Or Escape Of Pollutants	
<input type="checkbox"/> Crisis Management And Emergency Response Costs	
<input type="checkbox"/> Business Interruption Expense	
<input checked="" type="checkbox"/> Off-Site Cleanup Costs Resulting From New Pollution Conditions	\$2,000,000
<input type="checkbox"/> Off-Site Cleanup Costs Resulting From Pre-Existing Pollution Conditions	
<input checked="" type="checkbox"/> On-Site Cleanup Costs Resulting From New Pollution Conditions	\$2,000,000
<input type="checkbox"/> On-Site Cleanup Costs Resulting From Pre-Existing Pollution Conditions	
<input type="checkbox"/> Product Recall	
<input type="checkbox"/> Products Pollution	
Other Limits	
Disciplinary Proceedings Defense Costs Limit	\$25,000
Disciplinary Proceedings Loss Of Earnings Or Expenses Limit	\$10,000
Coverage Form Aggregate Limit	\$2,000,000
REFER TO THE APPLICABLE SCHEDULE FOR THE EACH POLLUTION CONDITION LIMIT, SIR/ DEDUCTIBLE AND RETROACTIVE DATE FOR EACH COVERAGE PURCHASED.	
Endorsements	
Forms and Endorsements applying to this Coverage Form and made a part of this policy at time of issue: SEE FORMS SCHEDULE MDIL 1001 ATTACHED	

**EVANSTON INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SITE POLLUTION AND ENVIRONMENTAL COVERAGE FORM**TABLE OF CONTENTS**

SECTION I – COVERAGES	2
A. Insuring Agreements	2
1. Bodily Injury And Property Damage Resulting From Pollution Conditions	2
2. Transportation Pollution Liability	2
3. Non-Owned Disposal Sites	3
4. Non-Owned Locations	3
5. Sudden And Abrupt Discharge, Release Or Escape Of Pollutants	3
6. Crisis Management And Emergency Response Costs	3
7. Business Interruption Expense	4
8. Off-Site Cleanup Costs Resulting From New Pollution Conditions	4
9. Off-Site Cleanup Costs Resulting From Pre-Existing Pollution Conditions	4
10. On-Site Cleanup Costs Resulting From New Pollution Conditions	4
11. On-Site Cleanup Costs Resulting From Pre-Existing Pollution Conditions	5
12. Product Recall	5
13. Products Pollution	5
B. Claims And Defense	6
C. Supplementary Payments	6
SECTION II – EXCLUSIONS	6
SECTION III – WHO IS AN INSURED	10
SECTION IV – LIMITS OF INSURANCE AND SELF-INSURED RETENTION OR DEDUCTIBLE	11
A. Limits Of Insurance	11
B. Self-Insured Retention	11
C. Deductible	12
SECTION V – CONDITIONS	12
SECTION VI – EXTENDED REPORTING PERIODS	15
SECTION VII – DEFINITIONS	16



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SITE POLLUTION AND ENVIRONMENTAL COVERAGE FORM

INSURING AGREEMENTS A.1. THROUGH A.12. PROVIDE CLAIMS-MADE AND REPORTED COVERAGE. CLAIMS-MADE AND REPORTED COVERAGE REQUIRES THAT A CLAIM BE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO US IN WRITING DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD WE PROVIDE UNDER SECTION VI – EXTENDED REPORTING PERIODS.

VARIOUS PROVISIONS IN THIS POLICY MAY RESTRICT OR EXCLUDE COVERAGE. PLEASE READ THE ENTIRE POLICY CAREFULLY TO DETERMINE THE INSURED'S RIGHTS AND DUTIES AND WHAT IS AND IS NOT COVERED.

AMOUNTS INCURRED AS DEFENSE COSTS WILL REDUCE THE LIMIT OF INSURANCE AVAILABLE AND WILL BE APPLIED AGAINST THE SELF-INSURED RETENTION OR DEDUCTIBLE, IF APPLICABLE.

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

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

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

SECTION I – COVERAGES

A. Insuring Agreements

The following Insuring Agreements apply only if indicated by an "X" in the Declarations, and the "pollution condition" takes place in the "coverage territory". The amount we will pay is limited as described in Section IV – Limits Of Insurance And Self-Insured Retention Or Deductible.

1. Bodily Injury And Property Damage Resulting From Pollution Conditions

We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" resulting from a "pollution condition" at, on or under, or migrating from, a "covered location", provided the "pollution condition":

- a. First commences during the policy period or after the Retroactive Date shown, if any, shown in the Declarations; and
- b. Results in a "claim" for damages that is first made against any insured during the policy period and reported to us in writing during the policy period or any applicable extended reporting period we provide under Section VI – Extended Reporting Periods.

2. Transportation Pollution Liability

We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "cleanup costs" resulting from a "transportation pollution condition" to which this insurance applies, provided the "transportation pollution condition":

- a. First commences during the policy period or after the Retroactive Date, if any, shown in the Declarations;
- b. Arises out of "transported cargo" that is transported, delivered or shipped by you in a "covered conveyance", or by a "carrier" on your behalf; and

- c. Results in a "claim" for damages that is first made against any insured during the policy period and reported to us in writing during the policy period or any applicable extended reporting period we provide under Section VI – Extended Reporting Periods.

This coverage shall not be utilized to evidence financial responsibility of any insured under any applicable federal, state, provincial or local law.

3. Non-Owned Disposal Sites

We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "cleanup costs" resulting from a "pollution condition" originating at, on or under, or migrating from, a covered "non-owned disposal site", provided the "pollution condition":

- a. First commences during the policy period or after the Retroactive Date, if any, shown in the Declarations; and
- b. Results in a "claim" for damages that is first made against any insured during the policy period and reported to us in writing during the policy period or any applicable extended reporting period we provide under Section VI – Extended Reporting Periods.

4. Non-Owned Locations

We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "cleanup costs" resulting from a "pollution condition" originating at, on or under, or migrating from, a covered "non-owned location", provided the "pollution condition":

- a. First commences during the policy period or after the Retroactive Date, if any, shown in the Declarations; and
- b. Results in a "claim" for damages that is first made against any insured during the policy period and reported to us in writing during the policy period or any applicable extended reporting period we provide under Section VI – Extended Reporting Periods.

This coverage applies to "claims" for damages only if you have assumed responsibility for such damages under a written contract or agreement with the owner of the covered "non-owned location".

5. Sudden And Abrupt Discharge, Release Or Escape Of Pollutants

We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "cleanup costs" resulting from a sudden and abrupt "pollution condition" originating at, on or under, or migrating from, a "covered location", provided:

- a. The sudden and abrupt "pollution condition" is the result of an unforeseen, unplanned or unexpected event or circumstance;
- b. The sudden and abrupt "pollution condition" commences during the policy period;
- c. The sudden and abrupt "pollution condition" is first discovered by any insured no later than 7 days after it commences, unless a different period is shown in the Schedule Of Covered Locations;
- d. The insured reports the commencement of the sudden and abrupt "pollution condition" to us in writing no later than 21 days following its discovery by any insured, unless a different period is shown in the Schedule Of Covered Locations; and
- e. The "claim" is first made during the policy period or the Basic Extended Reporting Period, as provided under Section VI – Extended Reporting Periods.

6. Crisis Management And Emergency Response Costs

We will indemnify you for:

- a. "Crisis management costs" you incur as a direct result of a "crisis management event", provided that the "crisis management event":
 - (1) Arises directly from a "pollution condition" that has resulted or is reasonably likely to result in a "loss" covered under this policy;
 - (2) Commences during the policy period; and
 - (3) First becomes known to a "responsible insured" during the policy period and reported to us in writing as soon as practical, but in any event during the policy period or within 30 days after the end of the policy period.

We will pay those "crisis management costs" you incur even if coverage hereunder is still to be confirmed by us, but we will stop paying such "crisis management costs" as soon as it becomes evident, to either you or us, that this insurance does not apply. "Crisis management costs" are not subject to the self-insured retention or deductible; and

- b. "Emergency response costs" you incur as a direct result of the "pollution condition" that has resulted in a "loss" covered under this policy.

7. Business Interruption Expense

We will indemnify you for "business interruption expense" you incur due to "business interruption" that results solely and directly from a "pollution condition" at, on or under, or migrating from, a "covered location", provided the "pollution condition":

- a. First commences during the policy period or after the Retroactive Date, if any, shown in the Declarations;
- b. Is first discovered and reported to us in writing during the policy period; and
- c. Has been reported to the appropriate governmental agency in compliance with applicable "environmental law" in effect as of the date of such discovery.

We will indemnify you only for that portion of "business interruption expense" you incur during the "period of restoration" caused solely and directly by such "pollution condition".

For purposes of this coverage, discovery will be deemed to occur when any "responsible insured" first becomes aware of the "pollution condition".

8. Off-Site Cleanup Costs Resulting From New Pollution Conditions

We will pay those sums that the insured becomes legally obligated to pay for "cleanup costs" resulting from a "pollution condition" migrating from a "covered location", provided the "pollution condition" first commences during the policy period or after the Retroactive Date, if any, shown in the Declarations, and the "pollution condition":

- a. Is first discovered and reported to us in writing during the policy period; or
- b. Results in a "claim" for "cleanup costs" that is first made against any insured during the policy period and reported to us in writing during the policy period or any applicable extended reporting period we provide under Section VI – Extended Reporting Periods.

For purposes of this coverage, discovery will be deemed to occur when a "responsible insured" first becomes aware of the "pollution condition".

9. Off-Site Cleanup Costs Resulting From Pre-Existing Pollution Conditions

We will pay those sums that the insured becomes legally obligated to pay for "cleanup costs" resulting from a "pollution condition" migrating from a "covered location", provided the "pollution condition" first commences prior to the Retroactive Date, if any, shown in the Declarations, and the "pollution condition":

- a. Is first discovered and reported to us in writing during the policy period; or
- b. Results in a "claim" for "cleanup costs" that is first made against any insured during the policy period and reported to us in writing during the policy period or any applicable extended reporting period we provide under Section VI – Extended Reporting Periods.

For purposes of this coverage, discovery will be deemed to occur when a "responsible insured" first becomes aware of the "pollution condition".

10. On-Site Cleanup Costs Resulting From New Pollution Conditions

We will pay those sums that the insured becomes legally obligated to pay for "cleanup costs" resulting from a "pollution condition" at, on or under a "covered location", provided the "pollution condition" first commences during the policy period or after the Retroactive Date, if any, shown in the Declarations, and the "pollution condition":

- a. Is first discovered and reported to us in writing during the policy period; or
- b. Results in a "claim" for "cleanup costs" that is first made against any insured during the policy period and reported to us in writing during the policy period or any applicable extended reporting period we provide under Section VI – Extended Reporting Periods.

For purposes of this coverage, discovery will be deemed to occur when a "responsible insured" first becomes aware of the "pollution condition".

11. On-Site Cleanup Costs Resulting From Pre-Existing Pollution Conditions

We will pay those sums that the insured becomes legally obligated to pay for "cleanup costs" resulting from a "pollution condition" at, on or under a "covered location", provided the "pollution condition" first commences prior to the Retroactive Date, if any, shown in the Declarations, and the "pollution condition":

- a. Is first discovered and reported to us in writing during the policy period; or
- b. Results in a "claim" for "cleanup costs" that is first made against any insured during the policy period and reported to us in writing during the policy period or any applicable extended reporting period we provide under Section VI – Extended Reporting Periods

For purposes of this coverage, discovery will be deemed to occur when a "responsible insured" first becomes aware of the "pollution condition".

12. Product Recall

- a. We will indemnify you for "product withdrawal expenses" you incur due to a "product withdrawal" that results from a "pollution condition" arising out of "your product", provided the "pollution condition":
 - (1) First commences during the policy period or after the Retroactive Date, if any, shown in the Declarations; and
 - (2) Is first discovered and reported to us in writing during the policy period.
- b. This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated during the policy period because:
 - (1) You determine that the "product withdrawal" is necessary; or
 - (2) An authorized government entity has ordered you to conduct a "product withdrawal".
- c. We will reimburse you for covered "product withdrawal expenses" only if:
 - (1) The expenses are incurred within 1 year of the date the "product withdrawal" was initiated;
 - (2) The expenses are reported to us within 1 year of the date the expenses were incurred; and
 - (3) The product that is the subject of the "product withdrawal" was produced after the Product Withdrawal Cut-Off Date shown in the Schedule Of Covered Products.
- d. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:
 - (1) When you first announced, in any manner, to the general public, your vendors or to your "employees" (other than those "employees" directly involved in making the determination) your decision to conduct or participate in a "product withdrawal". This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party; or
 - (2) When you first received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal".
- e. "Product withdrawal expenses" incurred to withdraw "your products" which contain the same or substantially similar "defects" will be deemed to have arisen out of the same "product withdrawal".

13. Products Pollution

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "cleanup costs" resulting from a "pollution condition" arising out of "your products", provided that the "bodily injury", "property damage" or "cleanup costs" occurs during the policy period.
- b. "Bodily injury", "property damage" or "cleanup costs" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any "responsible insured" includes any continuation, change or resumption of that "bodily injury", "property damage" or "cleanup costs" after the end of the policy period.

c. "Bodily injury", "property damage" or "cleanup costs" will be deemed to have occurred at the earliest time when any "responsible insured":

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

B. Claims And Defense

1. With respect to Insuring Agreements **A.1.** through **A.12.**, a "claim" by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:
 - a. When notice of such "claim" is received and recorded by any insured or by us, whichever comes first; or
 - b. When we make settlement in accordance with Paragraph **B.2.** below.

All "claims" for damages arising out of the same, related or continuous "pollution condition" will be considered a single "claim" and will be deemed to have been first made and reported or incurred at the time the first "claim" is made against any insured.

2. We will have the right and duty to defend the insured against any "suit" seeking those damages to which this insurance applies. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any "pollution condition" regardless of whether any "claim" has been made. However, we have no obligation to participate in any voluntary appeal.

Where allowable by law, we have the right to select and appoint counsel to represent any insured.

We will settle any "claim" as we deem appropriate.

With respect to any "claim" we defend, we will pay "defense costs" for the investigation, contest, defense or appeal of a specific "claim". Such "defense costs" payments will reduce the applicable limit of insurance shown in the Declarations and set forth in Section **IV** – Limits Of Insurance And Self-Insured Retention Or Deductible; however, the most we will pay for "defense costs" for each disciplinary proceeding made against you or any third party is the Disciplinary Proceedings Defense Costs limit shown in the Declarations.

Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements, "defense costs" or supplementary payments.

C. Supplementary Payments

We will reimburse you for actual loss of earnings and reasonable personal and travel expenses, up to \$500 per day, if incurred by you or an "employee" on your behalf in the course of defending a "suit", to:

1. Attend a hearing deposition or trial at our written request;
2. Attend a disciplinary proceeding made against you or any third party; or
3. Produce documents or respond to a subpoena for records;

The most we will pay for such loss of earnings or expenses for each "claim" or each disciplinary proceeding is the Disciplinary Proceedings Loss Of Earnings Or Expenses limit shown in the Declarations.

These payments will reduce the applicable limit of insurance.

SECTION II – EXCLUSIONS

This insurance does not apply to:

1. Asbestos

"Loss" in any way involving asbestos, asbestos products, asbestos fibers or asbestos dust. However, this exclusion does not apply to asbestos in groundwater or soil.

2. Banned Products Or Components

"Product withdrawal expenses" arising out of a recall when "your product" or a component contained within "your product" has been:

- a. Banned from the market by an authorized government entity prior to the policy period; or
- b. Distributed or sold by any insured subsequent to any governmental ban.

3. Capital Expenditures

Any "capital expenditure" at a "covered location". However, this exclusion does not apply to any "capital expenditure" related to "emergency response costs" covered under Insuring Agreement **A.6. Crisis Management And Emergency Response Costs**, if shown as covered in the Declarations.

4. Communicable Disease

"Loss" due to the presence of a communicable disease, which means an illness, sickness, physical condition, or an interruption or disorder of bodily functions, systems, or organs that is transmissible by infection or contagion directly or indirectly through human contact or contact with human fluids, waste or similar agents.

However, this exclusion does not apply to the discharge, dispersal or release of "mold" or legionella.

5. Contractual Liability

"Loss" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. However, this exclusion does not apply to liability for damages:

- a. That the insured would have in the absence of the contract or agreement; or
- b. Assumed in a contract or agreement that is an "insured contract", provided the "loss" occurs subsequent to the execution of the contract or agreement. Solely for the purpose 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 "loss" provided:
 - (1) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (2) 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.

6. Criminal Fines And Criminal Penalties

Any criminal fines or criminal penalties or awards for multiplied damages assessed against an insured related to "claims" covered by this policy. However, where allowable by law, this exclusion does not apply to punitive or exemplary damages.

7. Employer's Liability

"Bodily injury" to:

- a. An "employee" of the insured arising out of and in the course of:
 - (1) Employment by the insured; or
 - (2) Performing duties related to the conduct of the insured's business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of this exclusion **7**.

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

8. Insured Versus Insured

Any "claim" made by or on behalf of an insured against any other insured. However, this exclusion does not apply with respect to "claims" against you made by any additional insured seeking coverage or indemnification pursuant to a written contract or agreement, when such additional insured is specifically endorsed on the policy.

9. Intentional Acts

"Loss" arising out of intentional, willful or deliberate:

- a. Injury to persons or property;

- b. Failure to comply with any required by federal, state, local or provincial laws including, but not limited to, statutes, rules, ordinances, guidance documents, regulations, and all amendments thereto, including state voluntary cleanup or risk-based corrective action guidance, governing the liability or responsibilities of the insured; or
- c. Failure to comply with any permit, administrative complaint, notice of violation, notice letter, executive order or instruction of any governmental or public agency or body, either before or after the beginning of the policy period.

10. Known Conditions

"Loss" arising out of or in any way related to a "pollution condition", including any subsequent continuation or resumption of or changes in such "pollution condition", that existed prior to the policy period, or that was known to any "responsible insured" at any time before the beginning of the policy period. However, this exclusion does not apply if the known "pollution condition" is shown in a Schedule Of Known Pollution Conditions attached to this Coverage Form.

11. Lead Paint

"Loss" in any way involving a "pollution condition" that results from the existence, required removal, voluntary removal or abatement of paint containing lead. However, this exclusion does not apply to lead based paint in groundwater or soil.

12. Material Change In Use

"Loss" in any way involving a change in the use or operations at a "covered location" that materially increases the likelihood or severity of a "pollution condition" or "claim" as compared with use or operations existing at this policy's inception date as disclosed to us on the application and all supporting documentation.

13. New Pollution Condition At Divested Property

"Loss" arising out of a "pollution condition" at, on, under or migrating from any premises, including any "covered location", if the "pollution condition" first commences after the premises, either in its entirety or partially, has been:

- a. Sold, abandoned, discharged, disposed of or given away by you; or
- b. Condemned by any local, state or federal government or agency.

This exclusion does not apply to Insuring Agreements **A.1.** Bodily Injury And Property Damage Resulting From Pollution Conditions, **A.9.** Off-Site Cleanup Costs Resulting From Pre-Existing Pollution Conditions, or **A.11.** On-Site Cleanup Costs Resulting From Pre-Existing Pollution Conditions, if shown as covered in the Declarations.

14. Nuclear Energy Liability

"Loss":

- a. With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability;
- 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; or
- c. Resulting from the "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material":
 - (a) Is at any "nuclear facility" owned by, or operated by or on behalf of, an insured; or
 - (b) Has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or

- (3)** The "loss" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

As used in this exclusion:

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

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

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

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

"Waste" means any waste material:

- a. Containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and
- b. Resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

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

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

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

15. Professional Services

"Loss" arising out of any alleged or actual act, error or omission in the rendering of or failure to render "professional services" by you or anyone else for whom you are legally liable.

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 caused the "loss" involved the rendering of or failure to render "professional services".

16. Property Damage To Cargo

"Property damage" to "transported cargo".

17. Property Damage To Conveyances

"Property damage" to any "auto", railcar, train, watercraft or aircraft operated by or on behalf of any insured resulting from a "pollution condition" caused by "transported cargo". However, this exclusion does not apply to any "claim" brought by any "carrier" for "property damage" arising out of the insured's negligence.

18. Underground Storage Tanks

"Loss" in any way involving any "underground storage tank" or associated underground piping at a "covered location", whether operational, closed, or removed.

However, this exclusion does not apply:

- a. If you were unaware of the existence of such "underground storage tank" or associated underground piping before a "claim" involving the "underground storage tank" or associated underground piping was first made against any insured;
- b. To any underground septic or sewage tank or associated underground piping; or
- c. To any "underground storage tank" or associated underground piping that is shown in a Schedule Of Underground Storage Tanks attached to this Coverage Form.

19. Vehicles

"Loss" arising out of the ownership, maintenance, use, operation, or entrustment to others of any aircraft, "unmanned aircraft", "auto" or watercraft. Use includes "loading or unloading".

However, this exclusion does not apply to:

- a. "Loading or unloading" within the boundaries of any location covered under this policy; or
- b. Insuring Agreement **A.2. Transportation Pollution Liability**, if shown as covered in the Declarations.

20. War

"Loss", however caused, arising, directly or indirectly, out of:

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

21. Wells

"Loss" in any way involving the discharge, escape, migration, release or seepage of oil, gas, drilling fluid, or any other fluid, from any oil, gas, mineral or geothermal well.

22. Workers' Compensation And Similar Laws

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

23. Your Product

"Loss" arising out of "your product".

This exclusion does not apply to Insuring Agreement **A.13. Products Pollution**, if shown as covered in the Declarations.

24. Your Property – Damage Or Cleanup Costs

"Property damage" or "cleanup costs" for property owned, leased or operated by you, or property in your care, custody or control, even if any cost is incurred or expended to avoid or mitigate further damage or "claims".

This exclusion does not apply to:

- a. "Cleanup costs" under Insuring Agreements **A.5. Sudden And Abrupt Discharge, Release Or Escape Of Pollutants**, **A.10. On-Site Cleanup Costs Resulting From New Pollution Conditions** or **A.11. On-Site Cleanup Costs Resulting From Pre-Existing Pollution Conditions**, if shown as covered in the Declarations;
- b. "Property damage" to personal property of others in your care, custody or control for the purpose of sale, storage, safekeeping, or for the purpose of having operations performed on such property on your behalf; or
- c. "Restoration costs".

SECTION III – WHO IS AN INSURED

Each of the following is an insured under this Coverage Form:

1. You;
2. Your trustee in bankruptcy or receivership, but only with respect to their duties as trustees;
3. Any of your past or present directors, "executive officers", partners, or "employees", but only while acting within the scope of his or her duties as such; and
4. Any "responsible insured".

SECTION IV – LIMITS OF INSURANCE AND SELF-INSURED RETENTION OR DEDUCTIBLE

A. Limits Of Insurance

1. The Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of insureds, "claims" made, or persons or organizations making "claims".
2. Paragraphs 3. and 4. below are subject to the Coverage Form Aggregate Limit shown in the Declarations. The Coverage Form Aggregate Limit is the most we will pay for the sum of all "loss", "defense costs" and supplementary payments arising out of all "pollution conditions" under all Insuring Agreements.
3. The Each Coverage Aggregate Limit shown in the Declarations is the most we will pay for the sum of all "loss", "defense costs" and supplementary payments, as applicable, arising out of all "pollution conditions" under any one Insuring Agreement.
4. Subject to the applicable Each Coverage Aggregate Limit, the Each Pollution Condition Limit shown in the Declarations is the most we will pay for the sum of "loss", "defense costs" and supplementary payments, as applicable, arising out of any one "pollution condition" under any one Insuring Agreement.

The limits of insurance of this Coverage Form apply separately to each policy period, unless the policy period is extended after issuance for an additional period. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

B. Self-Insured Retention

The following applies only if SIR is selected in the Declarations:

1. You agree to assume the Self-Insured Retention shown in the Declarations. Our obligation to pay damages, "defense costs" or supplementary payments under this insurance and the applicable limit shown in the Declarations will apply in excess of the self-insured retention.
2. Regardless of whether or not there is any other insurance, whether or not collectible, applicable to a "claim" or "pollution condition" within the self-insured retention, you must make actual payment of the full self-insured retention before the limits of insurance will apply. Compliance with this clause is a condition precedent for coverage under this insurance. We will make no payments of any type in the event you fail to comply with this clause.
3. You must not incur costs other than adjusting expenses without our written consent in the event of any "claim" or "pollution condition" which appears likely to exceed the self-insured retention.
4. We have the right and duty in all cases to assume control of the investigation, defense and settlement of any "claim" or "pollution condition" to which this insurance applies. When we exercise this right, the following apply:
 - a. You will remain responsible for the cost of all damages, "defense costs" and supplementary payments within the self-insured retention;
 - b. At our request, you will advance to us any portion of the applicable self-insured retention that we deem reasonable to pay for any "claim" or "pollution condition";
 - c. If you have paid to us all or part of the applicable self-insured retention and the total amount of damages, supplementary payments and "defense costs" that we pay for that "claim" or "pollution condition" is less than the applicable self-insured retention, then we will reimburse you the amount you paid in excess of the amount we pay; and
 - d. We will have the sole and absolute right to settle the "claim" for any amount we deem reasonable, including any amount within the self-insured retention. Although we agree to attempt to advise and consult with you prior to making any settlement, we will have no obligation to obtain your consent or the consent of any other insured, to any settlement we make that requires payment from you of any amount within the self-insured retention. You and any other insured hereby waive any claim or defense against us resulting from our entering into any such settlement without your approval.

C. Deductible

The following applies only if Deductible is selected in the Declarations:

1. Our obligation to pay damages for "loss" on your behalf applies only to the amount of damages in excess of the Deductible shown in the Declarations.
2. The deductible applies separately to each "pollution condition", and may be applied to supplementary payments, settlements or indemnification.
3. The terms of this insurance, including those with respect to:
 - a. Our right and duty to defend the insured against any "claims" seeking those damages; and
 - b. Your duties in the event of a "pollution condition";apply irrespective of the application of the deductible.
4. At our sole election and option, we may either:
 - a. Pay any part or all of the deductible to effect settlement of any "claim", and upon notification of the action taken, you must promptly reimburse us for that part of the deductible as has been paid by us; or
 - b. Simultaneously upon receipt of notice of any "claim" or at any time thereafter, call upon you to pay or deposit with us all or any part of the deductible, to be held and applied by us as herein provided.
5. In the event that you do not promptly comply with Paragraph 4. above, any cost we incur in collection of the deductible including, but not limited to, collection agency fees, attorneys' fees and interest, will be added to and applied in addition to the deductible without limitation to such costs.
6. If the same, related or continuous "pollution condition" results in coverage under more than one Insuring Agreement under this policy, then only the highest Deductible shown in the Declarations of all Insuring Agreements applicable to the "pollution condition" will apply.

However, this does not apply to Insuring Agreement **A.7.** Business Interruption Expense, if shown as covered in the Declarations. A separate deductible will continue to apply to a "pollution condition" that results in coverage under Insuring Agreement **A.7.**, regardless of any other Insuring Agreements impacted.

SECTION V – CONDITIONS

1. Arbitration

If we and the insured do not agree whether coverage is provided under this Coverage Form for a "claim" made against any insured, then either party may make a written demand for arbitration.

When this demand is made, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will:

- a. Pay the expenses it incurs; and
- b. Bear the expenses of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in the county or parish in which the Named Insured's address shown in the Declarations is located or in a jurisdiction mutually agreed to by the parties. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

2. Bankruptcy

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

3. Duties In The Event Of A Pollution Condition Or Claim

- a. You must see to it that we are notified immediately in writing of a "pollution condition". To the extent possible, notice must contain:
 - (1) How, when and where the "pollution condition" took place;
 - (2) The names and addresses of any claimants, injured persons and witnesses;
 - (3) The nature and location of any injury or damage arising out of the "pollution condition";

- (4) The date and details of "your work" that may have caused the "pollution condition";
- (5) Copies of any contracts that have been entered into by any insured that are related to "your work" performed; and
- (6) Details explaining how the insured first became aware of the "pollution condition".

Notice of a "pollution condition" is not notice of a "claim". However, any such reported "pollution condition" that subsequently becomes a "claim" made against any insured and reported to us in writing will be deemed to have been first made on the date that the written notice of "pollution condition" was first reported to us and will be subject to all of the terms and conditions of this Coverage Form.

As a condition precedent to the rights afforded you under this provision, such written notice to us of any "pollution condition" must contain the information shown above.

We will determine, at our sole discretion, whether your written notice satisfies the condition precedent above.

b. If a "claim" is made against any insured:

- (1) You must immediately record and notify us of in writing the specifics of the "claim" and the date received; and
- (2) 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";
 - (b) Authorize us to obtain records and other information;
 - (c) Cooperate with us in the investigation, settlement or defense of the "claim"; and
 - (d) 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.
- c. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, without our written consent. However, written consent is not required with respect to:
 - (1) "Crisis management costs" that have been reported in accordance with Paragraph **a.(3)** of Insuring Agreement **A.6. Crisis Management And Emergency Response Costs**; or
 - (2) "Emergency response costs" that have been reported and approved by us or our appointed representative by use of the emergency response hotline.

4. Legal Action Against Us

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

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

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

5. Other Insurance

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

a. Primary Insurance

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

b. Excess Insurance

- (1) This insurance is excess over:

- (a) Any other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to "loss" on other than a claims-made basis, if:
 - (i) No Retroactive Date is shown in the Declarations of this insurance; or
 - (ii) The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this insurance; or
- (b) Any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, covering a:
 - (i) "Transportation pollution condition", if Insuring Agreement **A.2. Transportation Pollution Liability** is shown as covered in the Declarations; or
 - (ii) "Pollution condition" on a "non-owned disposal site", if Insuring Agreement **A.3. Non-Owned Disposal Sites** is shown as covered in the Declarations.
- (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 damages, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the damages in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining damages, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits Of Insurance shown in the Declarations of this Coverage Form.

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 damages remain, 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.

6. Premium Audit

- a. We will compute all premiums for this Coverage Form in accordance with our rules, rates, rating plans and minimum premium requirements.
- b. Premium shown as Advance And Deposit Premium in the Declarations 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 shown in the Declarations. 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 more than the greater of the earned premium or Minimum Retained Premium shown in the Declarations, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

7. Representations

By accepting this policy, you agree:

- a. The statements in the applications, other materials submitted to us and Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

8. Separation Of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first Named Insured shown in the Declarations, this insurance applies:

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

9. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this insurance, 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.

10. Worldwide Coverage

a. Currency Provision

The limits of insurance, self-insured retention or deductible amount, as applicable, and premiums shown in this policy are in United States of America currency.

Any payments we make in payment of "loss", "defense costs" or supplementary payments, and any payments you make toward the self-insured retention or deductible, will be in United States of America currency.

b. Joint Duties In A Non-Admitted Jurisdiction

For "loss" arising in a "non-admitted jurisdiction", you must report such "claim" to an office of ours located within the United States or, with our prior written consent, to our local branch or affiliate office. We have the right, but not the duty, to investigate, defend or settle such "claims". If we do not exercise the right to investigate, defend or settle such "claims", you may, under our supervision and with our approval, make such investigation and defense as is reasonably necessary, and effect settlement of such "claims".

We will reimburse you for the reasonable cost of such actions, subject to all other terms and conditions of the policy.

This insurance will not serve as proof of insurance in any country where non-admitted insurance is prohibited by applicable local law or without our prior written consent.

We may issue, at our sole discretion, proof of insurance documents to a third party upon your request, but we are not obligated to do so.

SECTION VI – EXTENDED REPORTING PERIODS

1. We will provide one or more extended reporting periods, as described below, if:

- a. This Coverage Form is cancelled or not renewed; or
- b. We renew or replace this Coverage Form with insurance that:
 - (1) Has a retroactive date later than the date shown in the Declarations; or
 - (2) Does not apply to "claims" that result from a "pollution condition" on a claims-made basis.

2. Extended reporting periods do not extend the policy period or change the scope of coverage provided. They apply only to "claims" that result from "pollution conditions" that occur before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations, provided the "claim" is first made during the policy period and reported to us during the extended reporting period.

Once in effect, extended reporting periods may not be cancelled.

3. Extended reporting periods do not reinstate or increase the limits of insurance.

4. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for 90 days.

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

5. An Optional Extended Reporting Period is available, subject to Paragraph 6. below, but only by an endorsement for an extra charge. This Optional Extended Reporting Period starts when the Basic Extended Reporting Period, set forth in Paragraph 4. above, ends.

You must give us a written request for the endorsement within 90 days after the end of the policy period. The Optional Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so we may take into account the following:

- a. The exposures insured;
- b. Previous types and amounts of insurance;
- c. Limits of insurance available under this Coverage Form for future payment of damages; and
- d. Other related factors.

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

6. We do not have to provide an Optional Extended Reporting Period if:
 - a. There is any failure to pay any outstanding premiums when due;
 - b. You fail to repay any self-insured retention or deductible amount we have paid;
 - c. You have purchased any other insurance to replace the insurance provided under this endorsement; or
 - d. The application for this policy, including any addenda thereto, contains any material misrepresentation of fact.

SECTION VII – DEFINITIONS

1. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment.
2. "Bodily injury" means physical injury, sickness, disease, mental anguish or emotional distress sustained by any person, including medical monitoring or death resulting from any of these at any time.
3. "Business income" means:
 - a. Net profit or loss before income taxes, including rental income from your tenants, that would have been earned or incurred had there been no necessary suspension of operations during the "period of restoration"; and
 - b. Your continuing normal operating expenses, including payroll (except payroll of "executive officers", department managers and "employees" under contract)."Business income" does not include bank interest or investment income.
4. "Business interruption" means the necessary suspension of your business operations during the "period of restoration" arising from a "pollution condition" at a "covered location".
5. "Business interruption expense" means loss of "business income", "extra expense" incurred, or "delay damages" incurred during the "period of restoration".
6. "Capital expenditure" means either money voluntarily spent or a charge voluntarily incurred for additions or improvements to, or equipment for, your "covered location" or any part thereof. "Capital expenditure" includes, but is not limited to, money spent or a charge incurred for the purpose of complying with any statute, regulation, ordinance, permit, administrative complaint, notice of violation, notice letter, executive order or instruction of any governmental or public agency or body, either before or after the beginning of the policy period, or at the request of any regulatory agency that is intended, in whole or in part, to prevent or mitigate future "pollution conditions".
7. "Cargo" means waste, products or materials carried or delivered by a "covered conveyance".
8. "Carrier" means a person or an entity, other than any insured, or any subsidiary or affiliate company of any insured engaged by the insured to transport material by aircraft, "auto" or watercraft, but only if such person or entity is properly licensed to transport such material and in the business of transporting such material.
9. "Claim" means a written request or demand received by any insured or us for money or services including, but not limited to, the institution of "suit" or arbitration proceedings against any insured, seeking damages.

- 10. "Cleanup costs"** means reasonable and necessary expenses incurred in the investigation, evaluation, monitoring, testing, removal, containment, treatment, response, disposal, remediation, detoxification or neutralization of any "pollutants":
- a.** To the extent required by federal, state, local or provincial laws including, but not limited to statutes, rules, ordinances, guidance documents, regulations and all amendments thereto, including state voluntary cleanup or risk-based corrective action guidance, governing the liability or responsibilities of the insured;
 - b.** Which have been actually incurred by the government or any political subdivision of the United States of America or any state thereof, or by third parties; or
 - c.** In the absence of Paragraph **a.** and **b.** above, to the extent recommended by an individual or entity qualified to provide environmental services and approved by us in writing.

"Cleanup costs" includes "restoration costs" and those costs arising from the removal of "pollutants" illicitly abandoned by a third party at a "covered location".

- 11. "Completed operations"** means "your work" that has been completed. "Completed operations" does not include "your work" that has been abandoned or has not yet been completed. "Your work" will be deemed completed at the earliest of the following times:
- a.** When all work to be performed under the contract has been completed;
 - b.** When all of the work to be done at the site has been completed if the contract calls for work at more than one site; or
 - c.** When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

"Your work" that may require further service, maintenance, correction, repair or replacement, but is otherwise complete, will be deemed completed.

- 12. "Coverage territory"** means anywhere in the world with the exception of:
- a.** Military bases or installations not located in the United States of America (including its territories and possessions), Puerto Rico and Canada; and
 - b.** Any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.

- 13. "Covered conveyance"** means any conveyance operated by or on behalf of an insured used for transporting property and shown in a Schedule Of Covered Conveyances attached to this Coverage Form.

- 14. "Covered location"** means the specific location or locations shown in a Schedule Of Covered Locations attached to this Coverage Form.

- 15. "Crisis management consultant"** means a professional firm or consultant that provides crisis management services and has been approved in writing by us, the approval for which will not be unreasonable withheld.

- 16. "Crisis management costs"** means those reasonable and necessary fees and expenses:
- a.** Incurred by you within 90 days after the "crisis management event" is discovered by you, or thereafter as approved by us in writing; and
 - b.** For services provided to you by a "crisis management consultant" for the sole purpose of assisting you with:
 - (1)** Managing the media in direct response to a "crisis management event" to which this insurance applies; or
 - (2)** Minimizing the economic harm to you caused by a "crisis management event" to which this insurance applies by consulting with you with respect to maintaining and restoring your company's public image or reputation.

You must take reasonable steps to minimize "crisis management costs".

- 17. "Crisis management event"** means the public announcement by a third party that a "pollution condition" for which you are legally responsible has caused:
- a.** "Bodily injury" involving third parties; or
 - b.** "Property damage", but only to the extent resulting in actual physical damage to real property owned by third parties;

provided that one of your "executive officers" has proffered, in our sole discretion, a good faith opinion that the public announcement or accusation has caused or is reasonably likely to cause economic harm to, or a material adverse effect on, your company's image or goodwill.

18. "Defect" means a defect, deficiency or inadequacy that creates a dangerous condition.
19. "Defense costs" means fees charged by any attorney designated by us to represent the insured on a "claim"; and all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a "claim", if authorized by us. "Defense costs" do not include the salaries of your "employees".
20. "Delay damages" means the following additional expenses that you incur during the "period of restoration":
 - a. Interest on money you have borrowed to finance the construction, development or remediation of the designated project;
 - b. Advertising, promotional or renegotiation expenses to lease or sell the "covered location";
 - c. Architectural, engineering and consulting fees; and
 - d. Expenses incurred resulting from the Named Insured's re-application for "green authority" certification, including associated engineering, architectural and consulting fees related to the re-certification process.
21. "Emergency response costs" means reasonable and necessary costs incurred to mitigate a "pollution condition" constituting an emergency situation whereby in the absence of such mitigation:
 - a. "Bodily injury" or "property damage" to third parties is imminent; or
 - b. "Cleanup costs" pursuant to "environmental law" are incurred.
22. "Employee" includes temporary and leased staff working on your behalf and under your direct supervision, but only with respect to "your work".
23. "Environmental law" means any legislatively or administratively enacted law, rule, regulation or order applicable to the "covered location's" jurisdiction, pursuant to which an insured has or may have an obligation to incur "cleanup costs".
24. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
25. "Extra expense" means reasonable and necessary expenses you incur during the "period of restoration":
 - a. That would not have been incurred had there not been a "business interruption" caused by a "pollution condition" discovered during the policy period;
 - b. To avoid or minimize the "period of restoration";
 - c. Charges you incur which are the legal obligation of your tenants which would otherwise be your obligations; and
 - d. Costs you are required to pay to rent temporary premises when that portion of the "covered location" occupied by you is untenable, not to exceed the fair rental value of such untenable portion of the building you occupy, but only to the extent such expenses reduce the loss of "business income" or "delay damages".
26. "Green" means products, materials, methods and processes certified by a "green authority" that conserve natural resources, reduce energy or water consumption, avoid toxic or other polluting emissions or otherwise minimize environmental impact.
27. "Green authority" means an authority on "green" buildings, products, materials, methods or processes certified and accepted by Leadership in Energy and Environmental Design (LEED®), Green Building Initiative Green Globes®, Energy Star® rating system or any other recognized "green" rating system.
28. "High-level radioactive waste" means transuranic waste, spent nuclear fuel, waste materials remaining after spent nuclear fuel is processed, uranium milling residues, waste with greater than specified quantities of elements heavier than uranium and those wastes requiring permanent isolation by the United States Nuclear Regulatory Commission.
29. "Insured contract" means a contract or agreement shown in a Schedule Of Insured Contracts attached to this Coverage Form.
30. "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 a vehicle;

- b. While it is in or on a vehicle; or
- c. While it is being moved from a vehicle to the place where it is finally delivered.

31. "Loss" means:

- a. "Bodily injury" or "property damage", with respect to Insuring Agreement **A.1.**;
- b. "Bodily injury", "property damage" or "cleanup costs", with respect to Insuring Agreements **A.2.**, **A.3.**, **A.4.**, **A.5.**, and **A.13.**;
- c. "Crisis management costs" or "emergency response costs", with respect to Insuring Agreement **A.6.**;
- d. "Business interruption expense", with respect to Insuring Agreement **A.7.**;
- e. "Cleanup costs", with respect to Insuring Agreements **A.8.**, **A.9.**, **A.10.** and **A.11.**;
- f. "Product withdrawal expense", with respect to Insuring Agreement **A.12.**;

as applicable when shown as covered in the Declarations.

32. "Low-level radioactive waste" means waste that contains radioactivity but is not classified as "high-level radioactive waste".

33. "Mixed waste" means waste containing both radioactive and hazardous components as defined by the Atomic Energy Act and the Resource Conservation and Recovery Act.

34. "Mold" means any permanent or transient fungus, mold, mildew or mycotoxin or any of the spores, scents or by-products produced or released by fungus.

35. "Natural resource damages" means physical injury to or destruction of, as well as the assessment of such injury or destruction 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 of America, any state or local government, any Native American tribe or, if such resources are subject to a trust restriction on alienation, any member of a Native American tribe.

36. "Non-owned disposal site" means a location you use for the treatment, storage or disposal of waste or material, provided the "non-owned disposal site" is shown in a Schedule Of Non-Owned Disposal Sites attached to this Coverage Form, and:

- a. Is not managed, operated, owned or leased by any insured or any subsidiary or affiliate of any insured;
- b. Is permitted or licensed by the applicable federal, state, local or provincial authorities to accept such waste or material as of the date the waste or material is treated, stored or disposed of at the "non-owned disposal site"; and
- c. Is not listed on a proposed or final Federal National Priorities List or any state or provincial equivalent National Priority List, Superfund or Hazardous Waste List prior to the treatment, storage or disposal of the waste or material at the "non-owned disposal site".

37. "Non-owned location" means any location not included as a "covered location" and that is shown in a Schedule Of Non-Owned Locations attached to this Coverage Form.

38. "Period of restoration" means the length of time that would be required with the exercise of due diligence and dispatch to restore a "covered location" to a condition that allows the resumption of normal business operations, commencing with the date operations are interrupted by the need to investigate or remediate a "pollution condition" and not limited by the date of expiration of the policy period. The "period of restoration" does not include any time caused by the interference by "employees" or other persons with restoring the property, or with the resumption or continuation of operations; or any time caused by the delay in any action to be taken by a governmental authority necessary to allow the resumption of business operations.

39. "Pollutants" means any solid, liquid, gaseous, biological or thermal irritants or contaminants, including, but not limited to, smoke, vapors, soot, silt, sedimentation, fumes, acids, alkalis, chemicals, hazardous substances, petroleum hydrocarbons, waste materials, including medical, infectious and pathological waste, legionella, "mold", electromagnetic fields, "low-level radioactive waste" and "mixed waste" materials, at levels in excess of those naturally occurring. Waste includes materials to be recycled, reconditioned or reclaimed.

40. "Pollution condition" means the discharge, dispersal, seepage, migration, release or escape of "pollutants". With respect to Insuring Agreements **A.2. Transportation Pollution Liability and **A.6.** Crisis Management And Emergency**

Response Costs only, if shown as covered in the Declarations, "pollution condition" includes "transportation pollution condition".

41. "Product tampering" is an intentional alteration of "your product" which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product". When "product tampering" is known, suspected or threatened, a "product withdrawal" will be limited to those batches of "your product" which are known or suspected to have been tampered with. For the purposes of this insurance, electronic data is not tangible property.

42. "Product withdrawal" means the recall or withdrawal:

- a. From the market; or
- b. From use by any other person or organization;

of "your products", or products which contain "your products", because of known or suspected "defects" in "your product", or known or suspected "product tampering".

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

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

43. "Product withdrawal expenses" means those reasonable and necessary expenses listed below, paid and directly related to a "product withdrawal":

- a. Costs of notification;
- b. Costs of stationery, envelopes, production of announcements and postage or facsimiles;
- c. Costs of overtime paid to your regular non-salaried "employees" and costs incurred by your "employees", including costs of transportation and accommodations;
- d. Costs of computer time;
- e. Costs of hiring independent contractors and other temporary "employees";
- f. Costs of transportation, shipping or packaging;
- g. Costs of warehouse or storage space; or
- h. Costs of proper disposal of "your products", or products that contain "your products", that cannot be reused, not exceeding your purchase price or your cost to produce the products.

44. "Professional services" means those functions performed for others by you or on your behalf for a fee that are related to your practice as a consultant, engineer, architect, surveyor, laboratory, project or construction manager and as disclosed on the application including, but not limited to, the preparation or approval of maps, drawings, opinions, reports, surveys, designs, specifications or engineering services.

45. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use or diminution in value of that property. All such loss of use or diminution in value will be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use or diminution in value of tangible property that is not physically injured. All such loss of use or diminution in value will be deemed to occur at the time of the "claim"; or
- c. "Natural resource damages".

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

46. "Responsible insured" means:

- a. Your "executive officer", director, partner, member or manager;
- b. Any insured who has responsibility, in whole or in part, for risk control, risk management, health and safety or environmental affairs, control or compliance; or
- c. Any insured who signed or who has responsibility, in whole or in part, for completing the application on which we relied in issuing this Coverage Form.

- 47.** "Restoration costs" means reasonable and necessary costs incurred by you with our consent, which will not be unreasonably withheld or delayed, to restore, repair or replace real or personal property to substantially the same condition it was in prior to being damaged during work performed in the course of incurring "cleanup costs". However, such "restoration costs" will not exceed the actual cash value of such property immediately prior to incurring "cleanup costs" or include costs associated with improvements or betterments, ordinance or law.
- 48.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "cleanup costs" to which this insurance applies are alleged. "Suit" includes:
- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 49.** "Transportation pollution condition" means the emission, discharge, dispersal, release or escape of "pollutants" from a "covered conveyance" which occurs beyond the boundaries of a "covered location".
- 50.** "Transported cargo" means the insured's "cargo" after it is moved from the place where it is accepted by or on behalf of an insured for movement into or onto a "covered conveyance", until the "cargo" is moved from the "covered conveyance" to the place where it is finally delivered on behalf of the insured.
- "Transported cargo" also includes the insured's "cargo" during "loading or unloading" to or from a "covered conveyance".
- "Transported cargo" does not include "cargo" at rest for a period longer than 72 hours after it has been accepted on behalf of the insured for movement into or onto a "covered conveyance" but before it reaches the place of final delivery.
- 51.** "Underground storage tank" means any one or combination of tanks, including underground pipes connected thereto, that is used to contain an accumulation of regulated substances, and the volume, including the volume contained in connected underground pipes, fill, vent, and above ground distribution components, which has or at any time in the past had at least 10% of its volume beneath the surface of the ground.
- 52.** "Unmanned aircraft" means an aircraft that is not designed, manufactured or modified after manufacture to be controlled directly by a person from within or on the aircraft.
- 53.** "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 productsprovided any damages in connection with "your product" occurs away from premises you own, occupy, lease or rent and "your product" is shown in a Schedule Of Covered Products attached to this Coverage Form.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2)** The providing of or failure to provide warnings or instructions.
 - c.** Does not include vending machines or other property rented to or located for the use of others but not sold.
- 54.** "Your work":
- a.** Means:

- (1) Contracting work or contracting operations as disclosed in the application or specifically endorsed hereon performed by you or on your behalf for others at a location that you do not own, control, rent or occupy other than for the purpose of performing "your work"; 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";
- (2) The providing of or failure to provide warnings or instructions; and
- (3) The "completed operations" of "your work".



EVANSTON INSURANCE COMPANY

SCHEDULE OF COVERED LOCATIONS

Insuring Agreement	Each Pollution Condition Limit	<input type="checkbox"/> SIR <input checked="" type="checkbox"/> Deductible	Retroactive Date
<input checked="" type="checkbox"/> Bodily Injury And Property Damage Resulting From Pollution Conditions	\$1,000,000	\$5,000	03/29/2023
<input type="checkbox"/> Sudden And Abrupt Discharge, Release Or Escape Of Pollutants			
<input type="checkbox"/> Crisis Management And Emergency Response Costs			
<input type="checkbox"/> Business Interruption Expense			
<input checked="" type="checkbox"/> Off-Site Cleanup Costs Resulting From New Pollution Conditions	\$1,000,000	\$5,000	03/29/2023
<input type="checkbox"/> Off-Site Cleanup Costs Resulting From Pre-Existing Pollution Conditions			
<input checked="" type="checkbox"/> On-Site Cleanup Costs Resulting From New Pollution Conditions	\$1,000,000	\$5,000	03/29/2023
<input type="checkbox"/> On-Site Cleanup Costs Resulting From Pre-Existing Pollution Conditions			
Location Address		Location	
9077 De Gamo Ave , Sun Valley, CA, 91352		1	



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS

The following is added to this policy:

Trade Or Economic Sanctions

This insurance does not provide any coverage, and we (the Company) shall not make payment of any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose us (the Company) to a violation of any applicable trade or economic sanctions, laws or regulations, including but not limited to, those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

All other terms and conditions remain unchanged.