Nautilus Insurance Company

An Arizona Corporation

COMMERCIAL LINES POLICY

THIS POLICY IS NOT OBTAINED PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

THIS POLICY CONSISTS OF:

Declarations;

Common Policy Conditions; and

One or more Coverage Parts. A Coverage Part Consists of:

- One or more Coverage Forms; and
- Applicable Forms and Endorsements.

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

W. Robert Berkley, Jr
President

Philip S. Welt
Secretary

Administrative Office: 7233 E. Butherus Drive, Scottsdale, AZ 85260 (480) 509-6627
Policy Issuing Office: 499 Washington Blvd, 9th floor, Jersey City NJ 07310 (800) 259-2560

Berkley Environmental
| a Berkley Company

REPORTING A CLAIM

AUTOMOBILE CLAIMS

ONLINE (*Recommended*):
berkleyenvironmental.com/request-access

Other Claim Reporting Options

E-MAIL:
autoclaims@berkleyenvironmental.com

CALL:
(800) 259-2560

MAIL:
101 Hudson Street
25th Floor, Suite 2550
Jersey City, NJ 07302

WORKER'S COMPENSATION CLAIMS

ONLINE (*Recommended*):
berkleyenvironmental.com/request-access

Other Claim Reporting Options

E-MAIL:
workcompclaims@berkleyenvironmental.com

CALL:
(800) 259-2560

MAIL:
101 Hudson Street
25th Floor, Suite 2550
Jersey City, NJ 07302

GENERAL, ENVIRONMENTAL, PROFESSIONAL & EXCESS LIABILITY CLAIMS

ONLINE (*Recommended*):
berkleyenvironmental.com/request-access

Other Claim Reporting Options

E-MAIL:
liabilityclaims@berkleyenvironmental.com

CALL:
(800) 259-2560

MAIL:
101 Hudson Street
25th Floor, Suite 2550
Jersey City, NJ 07302

For Assistance email claimshelp@berkleyenvironmental.com

HAVE A SPILL? WE CAN ASSIST. *

In the event of a spill and/or release, The Berkley Environmental Support Team* (BEST) is available to assist you with the cleanup process. We offer **FREE** support services to help you navigate the complicated circumstances of an environmental spill and/or release. Please make sure to report your claim as described in your policy. Remember, reporting a spill and/or release to BEST does not constitute the reporting of a claim, pursuant to the terms and conditions of your policy.

WE CAN HELP YOU:

- Find a contractor to be dispatched within 2 hours of a spill
- Filing of any agency or regulatory spill notifications
- Emergency responder – our network includes nationwide services including remote locations

Call us at (877) 900-5645 (24 hours a day, 7 days per week) to receive the assistance you need with cleaning up your environmental spills and releases.

** Using the BEST service does not replace reporting a claim nor does it confirm coverage. This is a value-added service regardless of coverage.*

THE MATERIAL IN THIS PUBLICATION IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO BE A REPRESENTATION OF COVERAGE THAT MAY EXIST IN ANY PARTICULAR SITUATION UNDER A POLICY ISSUED BY A MEMBER COMPANY OF BERKLEY ENVIRONMENTAL OR ITS AFFILIATES. ALL CONDITIONS OF COVERAGE, TERMS AND LIMITATIONS ARE DEFINED AND PROVIDED FOR IN THE POLICY. PROGRAMS OR PRODUCTS MAY NOT BE AVAILABLE IN ALL STATES AND POLICY FEATURES MAY VARY BY STATE.

NAUTILUS INSURANCE COMPANY
Scottsdale, Arizona
COMMON POLICY DECLARATIONS

POLICY NUMBER: ECP2048175-10 **NEW**

INSURED'S NAME AND ADDRESS:

L E Medrano Inc
DBA: Medrano Inc
4218 Market St
San Diego, CA 92507

PRODUCER'S NAME AND ADDRESS:

PartnerOne Environmental
425 Locust Ave
Suite 403
Charlottesville, VA 22901

POLICY PERIOD: October 09, 2025 to October 09, 2026 at 12:01 a.m. Standard Time at your mailing address shown above.

IN RETURN FOR THE PAYMENT OF PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

FORM OF BUSINESS:

Corporation

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S) FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENTS.

COVERAGE PARTS	PREMIUM
COMMERCIAL GENERAL LIABILITY COVERAGE:	$ 12,393
CONTRACTORS POLLUTION LIABILITY COVERAGE:	Included
PROFESSIONAL LIABILITY COVERAGE:	Not Covered
SITE SPECIFIC POLLUTION LIABILITY COVERAGE:	Not Covered
TERRORISM RISK INSURANCE ACT:	Rejected
POLICY PREMIUM:	$ 12,393

NOTICE TO THE INSURED:

SEE CALIFORNIA SURPLUS LINES NOTICE D-2 (Effective January 1, 2017).

California Premium:	$12,393.00
Non-Taxable Fees:	$450.00
Taxable Fees:	
Surplus Lines Tax:	$371.79
Stamping Fee:	$22.31

NAME AND ADDRESS OF ADMINISTRATIVE OFFICE:

Berkley Environmental (A Berkley Company)
Two Ravinia Drive, Suite 1100, Atlanta, GA 30346
Phone No.: (404) 443-2040, See CLAIMS NOTICE for claims contact information.

THIS COMMON POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S) TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Issue Date: 10/06/2025

ENVIRONMENTAL COMBINED POLICY
SUPPLEMENTAL DECLARATIONS

POLICY NUMBER: ECP2048175-10

LIMITS OF INSURANCE:		
General Aggregate Limit (Other than Products/Completed Operations)		$ 2,000,000
Commercial General Liability Occurrence		
Each Occurrence - CGL		$ 1,000,000
Products/Completed Operations Aggregate Limit		$ 2,000,000
Personal & Advertising Injury Limit		$ 1,000,000
Damage to Premises Rented to You Limit	Any one premises	$ 100,000
Medical Payments	Any one Person	$ 5,000
Contractors Pollution Occurrence		
Each Pollution Condition - CPL		$ 1,000,000
Corporate Reputation Rehabilitation Expense		
Coverage Aggregate		$ 25,000
Crisis Management Expense		
Coverage Aggregate		$ 25,000
Limited Cyber Liability		
Coverage Aggregate		$ 50,000
Security Breach Expense Aggregate Sublimit Of Insurance		$ 25,000
Extortion Threats Aggregate Sublimit Of Insurance		$ 25,000
Replacement Or Restoration Of Electronic Data Aggregate Sublimit Of Insurance		$ 25,000
Public Relations Expense Aggregate Sublimit Of Insurance		$ 25,000
Security Breach Liability and Defense Costs Aggregate Sublimit Of Insurance		$ 25,000
D.2. Third Party Claim(s) For Contingent Transportation		
Each Occurrence		$ 1,000,000
D.3. Third Party Claim(s) For Non-owned Disposal Site(s)		
Each Claim		$ 1,000,000
D.4. Microbial Substance - OCC		
Microbial Substance Limit - Sublimit Each Occurrence		$ 1,000,000
Microbial Substance - Aggregate Limit		$ 2,000,000
D.6. Emergency Remediation Costs		
Each Pollution Condition		$ 1,000,000

RETROACTIVE DATE (APPLICABLE TO CLAIMS MADE COVERAGES):

Applicable to claims made coverage provided under form numbered:

ECP 1200 03 22

Retroactive Date, if any, shown here (Enter the date or "None" if no Retroactive Date applies):

Limited Cyber Liability	10/09/2025
D.3. Third Party Claim(s) For Non-owned Disposal Site(s)	10/09/2025

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

SCHEDULE OF PREMISES / SITES:

All premises / locations that are owned, rented and/or occupied by the Insured and on file with the Company.

RETENTIONS:

Commercial General Liability Occurrence	
Coverage A & B Per Occurrence	$ 5,000
Contractors Pollution Occurrence	
Each Pollution Condition Per Occurrence	$ 5,000
Limited Cyber Liability	
Each Loss Per Claim	$ 1,000
Microbial Substance - OCC	
Microbial Substance Per Occurrence	$ 5,000

FORMS AND ENDORSEMENTS (Other than applicable Forms and Endorsements shown elsewhere in the Policy):

Forms and Endorsements applying to this policy and made a part of this policy at time of issue:
SEE SCHEDULE OF FORMS AND ENDORSEMENTS

TOTAL PREMIUM FOR THIS POLICY:	$ 12,393

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

SCHEDULE OF FORMS AND ENDORSEMENTS

Policy Number: ECP2048175-10

Named Insured: L E Medrano Inc

FORMS ATTACHED TO AND MADE A PART OF THIS POLICY:

FORM NUMBER	FORM TITLE
E001J 08 25	Nautilus Policy Jacket
ENV DIR CLAIMS 12 24	Policyholder Notice - Claim Reporting Information
ENV DEC 08 12	Common Policy Declarations
ECP SUPP DEC 01 21	Environmental Combined Policy Supplemental Declarations
ENV FORMS 09 10	Schedule of Forms and Endorsements
E906CA (08-21)	Service of Suit - California
D-2 FORM 01 20	California Surplus Lines Notice
ECP 1200 03 22	Environmental Combined Policy Insuring Agreement
ECP 1210 03 22	Limited Cyber Coverage
ECP 1232 01 21	Earned Premium and Composite Rate - Not Subject to Premium Audit
ECP 1234 10 21	Notice of Cancellation to Designated Person or Organization
ECP 1246 01 21	Additional Insured - Owners, Lessees or Contractors - Automatic Status - Ongoing Operations - Coverage A, B, D.1 and D.4
ECP 1248 01 21	Additional Insured - Owners, Lessees or Contractors - Automatic Status - Completed Operations - Coverage A, D.1 & D.4
ECP 1260 01 21	Waiver of Subrogation - Automatic Status - Coverage A, B & D
ECP 1272 01 21	Exclusion - Financial Services
ECP 1275 01 21	Exclusion of Certified Acts of Terrorism
ECP 1285 01 21	First Party Transportation Pollution Liability Coverage for Designated Vehicle(s)
ECP 1300 05 25	Exclusion - Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)
IL 12 02 01 16	Office of Foreign Asset Control (OFAC) Exclusion Endorsement

SERVICE OF SUIT - CALIFORNIA

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

The Company may be sued upon any cause of action arising in the State of California upon any policy issued by it, or any evidence of insurance issued or delivered by a surplus lines broker, pursuant to the procedures of Sections 1610 to 1620 of the Insurance Code. Nothing herein shall constitute a selection or designation of forum, or a waiver of any of our rights to select a forum or court, including any of the federal courts of the United States. This includes any right to commence an action in or remove or transfer an action to the United States District Court or any other court of competent jurisdiction, as permitted by law.

It is further agreed that service of process in such suit may be made upon Amanda Garcia, in care of CT Corporation System, 330 N Brand Boulevard, Glendale, CA 91203-2336 and that in any suit instituted against the Company upon this policy, it will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

IMPORTANT NOTICE:

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 line" 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.

ENVIRONMENTAL COMBINED POLICY

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

Throughout this policy the words "you" and "your" refer to the **Named Insured** 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.

Other words and phrases that appear in bold have special meaning. Refer to **SECTION IX– DEFINITIONS**.

Coverage D.3 – Third Party Claim(s) For Non-owned Disposal Site(s), **Coverage D.5 – Named Insured's Location(s)**, and **COVERAGE E – PROFESSIONAL LIABILITY**, provide Claims-Made and Reported Coverage, and have claim reporting requirements that differ from **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, **COVERAGE C – MEDICAL PAYMENTS**, **Coverage D.1 – Contractors Pollution Legal Liability**, **Coverage D.2 – Third Party Claims(s) for Contingent Transportation,** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**. **Coverage D.3 – Third Party Claim(s) For Non-owned Disposal Site(s)**, **Coverage D.5 – Named Insured's Location(s)**, and **COVERAGE E – PROFESSIONAL LIABILITY** only apply to a claim that is first made against you during the **policy period** and is first reported to us during the **policy period** or applicable Extended Reporting Period.

The application is the basis of this policy and is incorporated in and constitutes a part of this policy. A copy of the application is attached hereto. Any material received with the application will be maintained on file with the Company and will be deemed to be attached hereto as if physically attached. It is agreed by all **insureds** that the statements in the application are their representations, that they are material and that this policy is issued in reliance upon the truth of such representations. Please note **defense costs** under **COVERAGES D** and **E** shall be applied against the deductible or self-insured retention, and will erode the Limits of Insurance. This policy includes all of the agreements existing between the **insureds** and the Company or any of its agents relating to this policy.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

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

(1) The amount we will pay for damages is limited as described in **SECTION V** – **LIMITS OF INSURANCE**; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **COVERAGES A**, **B**, **D** or **E.** or medical expenses under **COVERAGE C,** and/or **defense costs** under **COVERAGES D** or **E**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SECTION IV** – **SUPPLEMENTARY PAYMENTS** – **COVERAGES A, B, D, AND E**.

b. This insurance applies to **bodily injury** and **property damage** only if:

(1) The **bodily injury** or **property damage** is caused by an **occurrence** that takes place in the **coverage territory**;

(2) The **bodily injury** or **property damage** occurs during the **policy period**; and

(3) Prior to the **policy period**, no **insured** listed under Paragraph **1.** of **SECTION III – WHO IS AN INSURED** and no **employee** authorized by you to give or receive notice of an **occurrence** or **claim** knew that the **bodily injury** or **property damage** had occurred, in whole or in part. If such a listed **insured** or authorized **employee** knew, prior to the **policy period**, that the **bodily injury** or **property damage** occurred, then any continuation, change or resumption of such **bodily injury** or **property damage** during or after the **policy period** will be deemed to have been known prior to the **policy period**.

c. **Bodily injury** or **property damage** which occurs during the **policy period** and was not, prior to the **policy period**, known to have occurred by any **insured** listed under Paragraph **1.** of **SECTION III** – **WHO IS AN INSURED** or any **employee** authorized by you to give or receive notice of an **occurrence** or **claim**, includes any continuation, change or resumption of that **bodily injury** or **property damage** after the end of the **policy period**.

d. **Bodily injury** or **property damage** will be deemed to have been known to have occurred at the earliest time when any **insured** listed under Paragraph **1.** of **SECTION III** – **WHO IS AN INSURED** or any **employee** authorized by you to give or receive notice of an **occurrence** or **claim**:

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

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

2. Exclusions

*Refer also to **SECTION I - EXCLUSIONS APPLICABLE TO COVERAGES A AND B**, and **SECTION II – SHARED EXCLUSIONS** for additional exclusions applicable to **COVERAGE A**.*

The insurance afforded under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply to:

a. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

Bodily injury or **property damage** caused, in whole or in part by, or arising, directly or indirectly, out of the ownership, maintenance, use or entrustment to others of any aircraft that is an **unmanned aircraft**. Use includes operation and **loading or unloading**.

This Paragraph **a.(1)** exclusion applies even if the **claim(s**) against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**, if the **occurrence** which caused the **bodily injury** or **property damage** involved the ownership, maintenance, use or entrustment to others of any aircraft that is an **unmanned aircraft.**

(2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft

Bodily injury or **property damage** caused, in whole or in part by, or arising, directly or indirectly, out of the ownership, maintenance, use or entrustment to others of any aircraft (other than **unmanned aircraft**), **auto** or watercraft owned or operated by or rented or loaned to any **insured.** Use includes operation and **loading or unloading**.

This Paragraph **a.(2)** exclusion applies even if the **claim(s)** against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**, if the **occurrence** which caused the **bodily injury** or **property damage** involved the ownership, maintenance, use or entrustment to others of any aircraft (other than an **unmanned aircraft**), **auto** or watercraft that is owned or operated by or rented or loaned to any **insured**.

This Paragraph **a.(2)** exclusion does not apply to:

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

b. Contractual Liability

Bodily injury or **property damage** for which the **insured** is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
(1) That the **insured** would have in the absence of the contract or agreement; or
(2) Assumed in a written contract or written agreement that is an **insured contract**, provided the **bodily injury** or **property damage** occurs subsequent to the execution of the written contract or written agreement. Solely for the purposes of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **insured** are deemed to be damages because of **bodily injury** or **property damage**, provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same **insured contract**; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Damage To Impaired Property Or Property Not Physically Injured

Property damage to **impaired property** or property that has not been physically injured, caused, in whole or in part by, or arising, directly or indirectly, out of:

(1) A defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property caused by the sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.

d. Damage To Property

Property damage to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the **property damage** arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of any **insured**;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly, on your behalf are performing operations, if the **property damage** arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven (7) or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION V** – **LIMITS OF INSURANCE**.

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

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

Paragraph **(6)** of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

e. Damage To Your Product

Property damage to **your product** arising out of it or any part of it.

f. Damage To Your Work

Property damage to **your work** arising out of it or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

g. Employer's Liability

Bodily injury to:

(1) An **employee** of the **insured** caused, in whole or in part by, or arising, directly or indirectly, out of and in the course of:

(a) Employment by the **insured**; or

(b) Performing duties related to the conduct of the **insured's** business; or

(2) The spouse, child, parent, brother or sister of that **employee** as a consequence of Paragraph **(1)** above.

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

This exclusion does not apply to liability assumed by the **insured** under an **insured contract** unless the **insured contract** is with another **insured** other than any additional **insured** on this policy.

h. Expected Or Intended Injury

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

i. Liquor Liability

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

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

This exclusion applies even if the **claim(s)** against any **insured** allege negligence or other wrongdoing in:
(1) The supervision, hiring, employment, training or monitoring of others by that **insured**; or
(2) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

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

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

j. Mobile Equipment

Bodily injury or **property damage** caused, in whole or in part by, or arising, directly or indirectly, out of:
(1) The transportation of **mobile equipment** by an **auto** owned or operated by or rented or loaned to any **insured**; or
(2) The use of **mobile equipment** in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition derby, or stunting activity.

k. Personal And Advertising Injury

Bodily injury caused, in whole or in part by, or arising, directly or indirectly, out of **personal and advertising injury**.

l. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
(1) Your product;
(2) Your work; or
(3) Impaired property;

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

m. Cyber Incident

(1) Damages, costs and expenses, because of, caused by, or arising out of, either directly or indirectly, in whole or in part, by:
(a) Any:
(i) Unauthorized, access to, acquisition, use, collection, copying, processing, storage, dissemination, publication or disclosure of;
(ii) Theft, alteration, misuse, loss, misappropriation, disruption of or damage to; or
(iii) Failure to provide access to, remove, rectify, destroy, protect or secure, including, but not limited to, failure to encrypt;

any person's or organization's **confidential information**, whether it is **electronic data** or in any other form or media.

(b) The loss of, loss of use of, corruption or impairment of, damage to, disruption or destruction of, or inability to access, alter or manipulate **electronic data**.

(c) Any of the following:
(i) Denial of service attack on;
(ii) Misappropriation, diversion, loss or misuse of:
(iii) Denial of access to or service of, interruption of service, degradation, loss of use, alteration, failure, destruction, corruption, impairment of

any **computer system**, including any insured's or other person's or organization's **computer system**.

(d) Malicious code, virus or any other harmful code that:
(i) Is directed at, enacted upon or introduced into **electronic data** or any **computer system**; or
(ii) Is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use, prevent or restrict access to, or otherwise disrupt the normal functioning or operation of **electronic data** or any **computer system**.

(e) Transfer, payment or delivery of money or any form of currency, including virtual currency, in response to a fraudulent instruction or demand.

(f) Demand for a ransom payment (in money, or any form of currency, including virtual currency, or property or services), made in connection with the actual or threatened perpetuation of that which is described in Paragraphs **(a)** Through **(e)** above.

Such damages, costs or expenses are excluded regardless of any other cause or event that contributes concurrently or in any sequence to the **injury or damage**, costs or expenses.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, payment card replacement costs, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraphs **(a)** Through **(f)** above.

This exclusion applies to any liability, damages, costs or expenses because of, caused by or arising out of, either directly or indirectly, in whole or in part, by any failure (including, but not limited to, failure to timely act) to notify of, disclose, prepare for, respond to, protect against, remediate, mitigate or comply with any statutory, regulatory, contractual, common law or other legal obligation relating to that described in Paragraphs **(a)** Through **(f)** above.

This exclusion applies regardless of culpability or intent, or of whether the claim alleges negligence or other wrongdoing, in whole or in part, arising out of hiring, placing, managing, supervising, employing, training or monitoring of others, or the maintenance or security of any premises.

If there is any duty or obligation to defend or pay for a defense in the policy to which this endorsement is attached, the duty or obligation will not apply to any claim, suit or proceeding that alleges or is, directly or indirectly, in whole or in part, caused by, resulting from or relating to any of the above.

(2) With respect to **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, Paragraph **37.e.** of **SECTION IX – DEFINITIONS** does not apply.

n. Workers' Compensation And Similar Laws

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

Exclusions **a**, **c**, **d**, **e**, **f**, **h**, **j**, **k**, **m** and **n** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION V** - **LIMITS OF INSURANCE**.

COVERAGE B – **PERSONAL AND ADVERTISING INJURY LIABILITY**

1. Insuring Agreement

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

(1) The amount we will pay for damages is limited as described in **SECTION V** – **LIMITS OF INSURANCE**; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **COVERAGES A**, **B**, **D**, or **E** or medical expenses under **COVERAGE C** and/or **defense costs** under **COVERAGES D** or **E**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SECTION IV** – **SUPPLEMENTARY PAYMENTS** – **COVERAGES A, B, D, AND E.**

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

2. Exclusions

*Refer also to **SECTION I** – **EXCLUSIONS APPLICABLE TO COVERAGES A AND B**, and **SECTION II – SHARED EXCLUSIONS** for additional exclusions applicable to **COVERAGE B**.*

The insurance afforded under **COVERAGE B** – **PERSONAL AND ADVERTISING INJURY LIABILITY** does not apply to:

a. Breach Of Contract

Personal and advertising injury caused, in whole or in part by, or arising, directly or indirectly, out of a breach of contract, except an implied contract to use another's advertising idea in your **advertisement**.

b. Contractual Liability

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

c. Criminal Acts

Personal and advertising injury caused, in whole or in part by, or arising, directly or indirectly, out of a criminal act committed by or at the direction of the **insured**.

d. Electronic Chatrooms Or Bulletin Boards

Personal and advertising injury caused, in whole or in part by, or arising, directly or indirectly, out of an electronic chatroom or bulletin board the **insured** hosts, owns, or over which the **insured** exercises control.

e. Infringement Of Copyright, Patent, Trademark Or Trade Secret

Personal and advertising injury caused, in whole or in part by, or arising, directly or indirectly, out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your **advertisement**.

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

f. Insureds In Media And Internet Type Businesses

Personal and advertising injury committed by any **insured** whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web-sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraph **37**. **a**., **b**. and **c**. of **personal and advertising injury** under **SECTION IX – DEFINITIONS**.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting, unless done for a fee.

g. Knowing Violation Of Rights Of Another

Personal and advertising injury caused, in whole or in part by, or at the direction of the **insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**.

h. Material Published Prior To Policy Period

Personal and advertising injury caused, in whole or in part by, or arising, directly or indirectly, out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the **policy period**.

i. Material Published With Knowledge Of Falsity

Personal and advertising injury caused, in whole or in part by, or arising, directly or indirectly, out of oral or written publication, in any manner, of material, if done by or at the direction of the **insured** with knowledge of its falsity.

j. Quality Or Performance Of Goods – Failure To Conform To Statements

Personal and advertising injury caused, in whole or in part by, or arising, directly or indirectly, out of the failure of goods, products or services to conform with any statement of quality or performance made in your **advertisement**.

k. Unauthorized Use Of Another's Name Or Product

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

l. Unmanned Aircraft

Personal and advertising injury caused, in whole or in part by, or arising, directly or indirectly, out of the ownership, maintenance, use or entrustment to others of any aircraft that is an **unmanned aircraft**. Use includes operation and **loading or unloading**.

This exclusion applies even if the **claim(s)** against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**, if the offense which caused the **personal and advertising injury** involved the ownership, maintenance, use or entrustment to others of any aircraft that is an **unmanned aircraft**.

This exclusion does not apply to:

(1) The use of another's advertising idea in your **advertisement**; or

(2) Infringing upon another's copyright, trade dress or slogan in your **advertisement.**

m. Wrong Description Of Prices

Personal and advertising injury caused, in whole or in part by, or arising, directly or indirectly, out of the wrong description of the price of goods, products or services stated in your **advertisement**.

EXCLUSIONS APPLICABLE TO COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY and **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**

*Refer also to **SECTION II** – **SHARED EXCLUSIONS** for additional exclusions applicable to **COVERAGES A and B**.*

1. This insurance does not apply to:

a. Asbestos, Lead, Microbial Substances, and Silica

(1) Bodily injury, property damage, or **personal and advertising injury** caused, in whole or in part by, or arising, directly or indirectly, out of the actual, alleged, threatened or suspected inhalation, ingestion, or absorption of asbestos, lead, **microbial substances** or silica;

(2) Bodily injury, property damage or **personal and advertising injury** caused, in whole or in part by, or arising, directly or indirectly, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, asbestos, lead, **microbial substances** or silica; and

(3) Any loss, cost or expense caused, in whole or in part by, or arising, directly or indirectly, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing effects of asbestos, lead, **microbial substances** or silica by any **insured** or by another other person or entity.

This exclusion applies even if the **claim(s)**, **suit(s)** or allegations against any **insured** allege negligence or other wrongdoing arising from or related to:

(1) Any supervision, instruction, recommendation, warnings or advice given or which should have been given;

(2) Any obligation to indemnify, defend, share damages with or repay someone else who must pay damages; and

(3) Any fines or penalties imposed.

b. Covered under COVERAGE D – CONTRACTORS POLLUTION LIABILITY or **COVERAGE E – PROFESSIONAL LIABILITY**

Any **bodily injury, personal and advertising injury,** or **property damage** covered, or associated with a **claim(s), suit(s)**, or allegation(s) for which a defense is being provided, under **COVERAGE D – CONTRACTORS POLLUTION LIABILITY** or **COVERAGE E – PROFESSIONAL LIABILITY**.

c. Employment-Related Practices and Abuse Or Molestation

(1) **Bodily injury** or **personal and advertising injury** to:

(a) A person caused, in whole or in part by, or arising, directly or indirectly, out of any:

(i) Refusal to employ that person;

(ii) Termination of that person's employment; or

(iii) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(b) The spouse, child, parent, brother or sister of that person as a consequence of **bodily injury** to that person at whom any of the employment-related practices described in Paragraph **(a) (i)**, **(ii)**, or **(iii)** above is directed.

This exclusion applies:

(a) Whether the injury-causing event described in Paragraph **(a) (i)**, **(ii)** or **(iii)** above occurs before employment, during employment or after employment of that person;

(b) Whether an **insured** may be liable as an employer or in any other capacity; and

(c) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

(2) **Bodily injury**, **property damage**, or **personal and advertising injury** caused, in whole or in part by, or arising, directly or indirectly, out of:

(a) The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any **insured**, or

(b) The negligent employment, investigation, supervision, reporting to the proper authorities, or failure to so report; or retention of a person for whom any **insured** is or ever was legally responsible and whose conduct would be excluded by Paragraph **2. (a)** above.

d. Professional Services

Bodily injury, **property damage**, or **personal and advertising injury** caused, in whole or in part by, or arising, directly or indirectly, out of the rendering of or failure to render any professional services, including but not limited to **professional services**.

e. Pollution

(1) **Bodily injury**, **property damage**, or **personal and advertising injury** which would not have occurred, in whole or in part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time; or

(2) Any loss, cost or expense caused, in whole or in part by, or arising, directly or indirectly, out of any:

(a) Request, demand, order or statutory or regulatory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**; or

(b) **Claim** or **suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, **pollutants**.

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

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

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the **coverage territory** and during the **policy period**;

(2) The expenses are incurred and reported to us within one year of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and,

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay under **COVERAGE C – MEDICAL PAYMENTS**, expenses for **bodily injury**:

a. Any Insured

To any **insured**, except **volunteer workers**.

b. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

c. COVERAGE A, D or E Exclusions

Excluded under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **COVERAGE D – CONTRACTORS POLLUTION LIABILITY**, or **COVERAGE E – PROFESSIONAL LIABILITY**.

d. Hired Person

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

e. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

f. Nuclear Material

Resulting from the **hazardous properties** of **nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.

g. Products-Completed Operations Hazard

Included within the **products-completed operations hazard**.

h. Workers Compensation And Similar Laws

To a person, whether or not an **employee** of any **insured**, if benefits for the **bodily injury** are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

COVERAGE D – CONTRACTORS POLLUTION LIABILITY

1. Insuring Agreements – COVERAGE D – CONTRACTORS POLLUTION LIABILITY

Coverage D.1 – Contractors Pollution Legal Liability

a. We will pay those sums that the **insured** becomes legally obligated to pay for **loss** for **bodily injury** or **property damage** in excess of the deductible or self-insured retention, directly caused by **pollution condition(s)** that result from your **covered operations** and/or **completed operations** to which this insurance applies. We will have the right and duty to defend the **insured** against any **suit** seeking payment for **loss** caused by **pollution condition(s)** directly caused by your **covered operations** or **completed operations**; however, we will have no duty to defend the **insured** against any **suit** seeking payment for **loss** to which this insurance does not apply. We may, at our discretion, investigate any **pollution condition(s)** and settle any **claim** or **suit** that may result. But:

(1) The amount we will pay for **loss** and **defense costs** is limited as described in **SECTION V - LIMITS OF INSURANCE**; and

(2) Our right and duty to defend ends under **Coverage D.1 – Contractors Pollution Legal Liability** when we have used up the applicable limit of insurance in the payment of judgments, settlements, or **loss** under **COVERAGES A**, **B**, **D**, and/or **E** or medical expenses under **COVERAGE C,** and/or **defense costs** under **COVERAGES D** or **E**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SECTION IV** – **SUPPLEMENTARY PAYMENTS – COVERAGES A**, **B**, **D**, **AND E**.

b. This insurance applies to **bodily injury** and **property damage** to the extent directly caused by a **pollution condition** only if:

(1) The **bodily injury** or **property damage** is directly caused by a **pollution condition** that takes place in the **coverage territory** and is caused by an **occurrence**; and

(2) The **bodily injury** or **property damage** first occurs during the **policy period**; and

(3) The **bodily injury** or **property damage** is directly caused by your **covered operations** and/or **completed operations**; and

(4) The **pollution condition(s)** were unexpected and unintended from the standpoint of the insured.

Notwithstanding the above, this policy will not respond to **loss** or **defense costs** covered in whole or in part by other valid and collectible insurance in force prior to this **policy period**.

Coverage D.2 – **Third Party Claim(s) for Contingent Transportation**

a. We will pay those sums that the **Named Insured** becomes legally obligated to pay for **loss** for **bodily injury** or **property damage** in excess of the deductible or self-insured retention, that results from a **claim** made against the **Named Insured** by a third party, to the extent directly caused by a **pollution condition** occurring during the course of **transportation** by a **carrier**, to or from an **insured location** or within the fixed boundaries of a site at which **covered operations** are being performed, including any **loading or unloading**, to which this insurance applies. We will have the right and duty to defend the **Named Insured** against any **suit** seeking payment for **loss** directly caused by **pollution condition(s)** occurring during the course of **transportation** by a **carrier**, to or from an **insured location** or within the fixed boundaries of a site at which **covered operations** are being performed, including any **loading or unloading**; however, we will have no duty to defend any **insured** against any **suit** seeking payment for **loss** to which this insurance does not apply. We may, at our discretion, investigate any **pollution condition(s)** and settle any **claim** or **suit** that may result, but:

(1) The amount we will pay for **loss** and **defense costs** is limited as described in **SECTION V** - **LIMITS OF INSURANCE**; and

(2) Our right and duty to defend ends under **Coverage D.2 – Third Party Claims(s) for Contingent Transportation** when we have used up the applicable limit of insurance in the payment of judgments, settlements, or **loss** under **COVERAGES A**, **B**, **D**, or **E** or medical expenses under **COVERAGE C,** and/or **defense costs** under **COVERAGES D** or **E**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SECTION IV** – **SUPPLEMENTARY PAYMENTS – COVERAGES A**, **B**, **D**, **AND E**.

b. This insurance applies to **bodily injury** and **property damage** to the extent directly caused by a **pollution condition** only if:

(1) The **bodily injury** or **property damage** is directly caused by a **pollution condition** that takes place in the **coverage territory** and is the result of an **occurrence**; and

(2) The **pollution condition(s)** that causes the **bodily injury** or **property damage** first occurs during the **policy period** and is directly caused by **your product**, materials essential to, or waste resulting from your **covered operations**; and

(3) The **bodily injury** or **property damage** occurs during the course of **transportation** by a **carrier**; to or from an **insured location** or within the fixed boundaries of a site at which **covered operations** are being performed, including any **loading or unloading**; and

(4) The **carrier** is properly licensed to transport **your product**, materials or waste that causes the **pollution condition(s)**.

Notwithstanding the above, this policy will not respond to **loss** or **defense costs** covered in whole or in part by other valid and collectible insurance in force prior to this **policy period**.

It is also hereby understood and agreed that the coverage provided under **Coverage D.2 – Third Party Claim(s) for Contingent Transportation**, shall not constitute, evidence, satisfy, or meet any obligation to demonstrate financial assurance or financial responsibility requirements under any federal, state or local law(s), including any requirement that the **insured** obtain a bond.

Coverage D.3 – Third Party Claim(s) for Non-owned Disposal Site(s)

a. We will pay those sums that the **Named Insured** becomes legally obligated to pay as a result of a **claim** made by a third party for **loss** for **bodily injury** or **property damage** in excess of the deductible or self-insured retention, which is directly caused by a **pollution condition** on, at, under or migrating from a **non-owned disposal site** to which this insurance applies. We will have the right and duty to defend the **Named Insured** against any **suit** seeking payment for **loss** for **bodily injury** or **property damage** which is directly caused by a **pollution condition** on, at, under or migrating from a **non-owned disposal site(s)**; however, we will have no duty to defend the **Named Insured** against any **suit** seeking payment for **loss** to which this insurance does not apply. We may at our discretion, investigate any **pollution condition** and settle any **claim** or **suit** that may result. But:

(1) The amount we will pay for **loss** and **defense costs** is limited as described in **SECTION V** - **LIMITS OF INSURANCE**; and

(2) Our right and duty to defend ends under **Coverage D.3 – Third Party Claim(s) For Non-owned Disposal Site(s)** when we have used up the applicable limit of insurance in the payment of judgments, settlement, or **loss** under **COVERAGES A**, **B**, **D**, or **E** or medical expenses under **COVERAGE C**, or **defense costs** under **COVERAGES D** or **E**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SECTION IV** – **SUPPLEMENTARY PAYMENTS** – **COVERAGES A, B, D, AND E**.

b. This insurance applies to **bodily injury** and **property damage** to the extent directly caused by a **pollution condition** only if:

(1) The **loss** for **bodily injury** or **property damage** is caused by a **pollution condition** on, at, under or migrating

from a **non-owned disposal site(s)**; and

(2) The **claim** is made by a third party who is not an owner, operator or contractor of the **non-owned disposal site(s)**; and

(3) The **claim** is first made against the **Named Insured** during the **policy period**, and reported to us, in writing, during the **policy period**, or, where applicable, an Extended Reporting Period; and

(4) The **pollution condition** first commences on or after the **Retroactive date,** but before the end of the **policy period** and takes place in the **coverage territory.**

Notwithstanding the above, this policy will not respond to **loss** or **defense costs** covered in whole or in part by other valid and collectible insurance in force prior to this **policy period**.

Coverage D.4 – Microbial Substance Contractors Pollution Liability

a. We will pay those sums that the **insured** becomes legally obligated to pay for **loss** for **bodily injury** or **property damage** in excess of the deductible or self-insured retention, directly caused by **microbial substances** that result from your **covered operations** or **completed operations** to which this insurance applies**.** We will have the right and duty to defend the **insured** against any **suit** seeking payment for **loss** directly caused by **microbial substances** that result from your **covered operations** or **completed operations**; however, we will have no duty to defend any **insured** against any **suit** seeking payment for **loss** to which this insurance does not apply. We may, at our discretion, investigate any **microbial substances** and settle any **claim** or **suit** that may result. But:

(1) The amount we will pay for **loss** and **defense costs** is limited as described in **SECTION V - LIMITS OF INSURANCE**; and

(2) Our right and duty to defend ends under **Coverage D.4 – Microbial Substance Contractors Pollution Liability** when we have used up the applicable limit of insurance in the payment of judgments, settlements, or **loss** under **COVERAGES A**, **B**, **D**, or **E** or medical expenses under **COVERAGE C**, or **defense costs** under **COVERAGES D** or **E**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SECTION IV** – **SUPPLEMENTARY PAYMENTS – COVERAGES A**, **B**, **D**, **AND E**.

b. This insurance applies to **bodily injury** and **property damage** to the extent directly caused by **microbial substances** only if:

(1) The **bodily injury** or **property damage** is directly caused by **microbial substances** resulting from an **occurrence** that takes place in the **coverage territory**, and

(2) The **microbial substances** that cause the **bodily injury** or **property damage** first occur during the **policy period** and result from your **covered operations** or **completed operations**; and

(3) The **bodily injury** or **property damage** is directly caused by your **covered operations** and/or **completed operations**, and

(4) The **microbial substances** were unexpected and unintended from the standpoint of the **insured.**

Notwithstanding the above, this policy will not respond to **loss** or **defense costs** covered in whole or in part by other valid and collectible insurance in force prior to this **policy period**.

Coverage D.5 – Named Insured's Location(s)

a. First Party Cleanup Costs

(1) We will pay those sums that the **Named Insured** becomes legally obligated to pay for **cleanup costs** in excess of the deductible or self-insured retention, directly caused by a **pollution condition** on, at, under or migrating from an **insured location**, provided that:

(a) The **pollution condition** first commences during the **policy period**; and

(b) The **pollution condition** first commences at an identified time and place and must be confirmed by the **Named Insured** at its sole expense during the **policy period**; and

(c) The **pollution condition** is first discovered by the **Named Insured** during the **policy period** and reported to us in writing no later than seven (7) calendar days from the date of the first commencement of the **pollution condition(s)**, but before the end of the **policy period**.

The amount we will pay for **cleanup costs** and related **defense costs** is limited as described in **SECTION V** – **LIMITS OF INSURANCE**.

Notwithstanding the above, this policy will not respond to **cleanup costs** covered in whole or in part by other valid and collectible insurance in force prior to this **policy period**.

b. Third Party Claim(s) For Bodily Injury or Property Damage Liability

(1) We will pay those sums that the **Named Insured** becomes legally obligated to pay as a result of a **claim** made by a third party for **loss** for **bodily injury** or **property damage** in excess of the deductible or self-insured retention, which is directly caused by a **pollution condition** on, at, under or migrating from an **insured location** to which this insurance applies. We will have the right and duty to defend the **Named Insured** against any **suit** seeking payment for **loss** for **bodily injury** or **property damage** which is directly caused by a **pollution condition** on, at, under or migrating from an **insured location**; however, we will have no duty to defend any

insured against any **suit** seeking payment for **loss** to which this insurance does not apply. We may, at our discretion, investigate any **pollution condition** and settle any **claim** or **suit** that may result, but:

(a) The amount we will pay for **bodily injury**, **property damage**, **loss** and **defense costs** is limited as described in **SECTION V** - **LIMITS OF INSURANCE**; and

(b) Our right and duty to defend ends under **Coverage D.5 – Named Insured's Location(s)** when we have used up the applicable limit of insurance in the payment of judgments, settlements, or **loss** under **COVERAGES A**, **B**, **D**, or **E** or medical expenses under **COVERAGE C**, or **defense costs** under **COVERAGES D** or **E**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SECTION IV – SUPPLEMENTARY PAYMENTS – COVERAGES A, B, D, AND E**.

(2) This insurance applies to **bodily injury** and **property damage** to the extent directly caused by a **pollution condition** only if:

(a) The **pollution condition** first commences during the **policy period**, and **bodily injury** or **property damage** results from a **pollution condition** on, at, under or migrating from an **insured location**; and

(b) The **pollution condition** first commences at an identified time and place and must be confirmed by the **Named Insured** at its sole expense during the **policy period;** and

(c) The **pollution condition** is first discovered by the **Named Insured** during the **policy period** and reported to us in writing no later than seven (7) calendar days from the date of the first commencement of the **pollution condition**, but before the end of the **policy period**; and

(d) The **claim** for **bodily injury** or **property damage** resulting from the **pollution condition** is first made against the **Named Insured** during the **policy period** and reported to us, in writing, during the **policy period**, or where applicable, the Extended Reporting Period.

It is also hereby understood and agreed that the coverage provided under **Coverage D.5 – Named Insured's Location(s)**, shall not constitute, evidence, satisfy, or meet any obligation to demonstrate financial assurance or financial responsibility requirements under any federal, state or local law(s) including any requirement that the **insured** obtain a bond.

Notwithstanding the above, this policy will not respond to **loss** or **defense costs** covered in whole or in part by other valid and collectible insurance in force prior to this **policy period**.

Coverage D.6 - Emergency Remediation Costs

a. We will pay **emergency remediation costs** in excess of the deductible or self-insured retention, which qualify as **cleanup costs** incurred by or on behalf of the **Named Insured** to take emergency action in response to a **pollution condition** directly caused by:

(1) **Covered operations** and/or **completed operations**, and otherwise covered under **Coverage D.1 – Contractors Pollution Legal Liability;** or

(2) A **pollution condition** that occurs during the course of **transportation** by a **carrier**, including any **loading or unloading**, and otherwise covered under **Coverage D.2 – Third Party Claims(s) for Contingent Transportation**; or

(3) A **pollution condition** on, at, under or migrating from an **insured location(s)**, and otherwise covered under **Coverage D.5 – Named Insured's Location(s)**.

Our right and duty to defend ends under **Coverage D.6 – Emergency Remediation Costs** when we have used up the applicable limit of insurance in the payment of judgments, settlements, or **loss** under **COVERAGES A**, **B**, **D**, or **E** or medical expenses under **COVERAGE C**, or **defense costs** under **COVERAGES D** or **E**.

The amount we will pay for **emergency remediation costs** is limited as described in **SECTION V** – **LIMITS OF INSURANCE**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SECTION IV – SUPPLEMENTARY PAYMENTS – COVERAGES A, B, D, AND E.**

b. This insurance applies to **emergency remediation costs** incurred by the **Named Insured** prior to providing notice to the company, provided that:

(1) The **pollution condition** first occurs during the **policy period**; and

(2) The **pollution condition** is first discovered by an **insured** during the **policy period**; and

(3) The **Named Insured** would be liable to a third party for the **cleanup** of the **pollution condition**, if the **emergency remediation costs** had not been incurred; and

(4) The **emergency remediation costs** are for a period of no longer than seven (7) calendar days after the **pollution condition** first commences and are incurred for services rendered during the **policy period**; and

(5) Written notice of the **emergency remediation costs** is provided to us as soon as practicable, but in no event later than seven (7) calendar days from the earlier of the first commencement of the **pollution condition** or the expiration of the **policy period**.

Notwithstanding the above, this policy will not respond to **emergency remediation costs**:

(1) Covered in whole or in part by other valid and collectible insurance in force prior to this **policy period**, and

(2) For which no coverage is provided under **Coverage D.1 – Contractors Pollution Legal Liability, Coverage D.2 – Third Party Claim(s) For Contingent Transportation** or **Coverage D.5 – Named Insured's Location(s)**

COVERAGE E – PROFESSIONAL LIABILITY

1. Insuring Agreement

a. We will pay those sums that the **insured** becomes legally obligated to pay as damages in excess of the deductible or self-insured retention, that result from **professional services** to which this insurance applies. The damages must result from an actual or alleged act, error or omission in the performance of **professional services** rendered by the **insured.** We will have the right and duty to defend the **insured** against any **suit** seeking those damages. However, we will have no duty to defend the **insured** against any **suit** seeking damages to which this insurance does not apply. We may, at our discretion, investigate any actual or alleged act, error or omission and settle any **claim** or **suit** that may result, but:

(1) The amount we will pay for damages and **defense costs** is limited as described in **SECTION V - LIMITS OF INSURANCE**; and

(2) Our right and duty to defend ends under **COVERAGE E – PROFESSIONAL LIABILITY** when we have used up the applicable limit of insurance in the payment of judgments, settlements, or **loss** under **COVERAGES A**, **B**, **D**, or **E** or medical expenses under **COVERAGE C,** or **defense costs** under **COVERAGES D** or **E**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SECTION IV – SUPPLEMENTARY PAYMENTS – COVERAGES A**, **B**, **D**, **AND E**.

b. This insurance shall only apply if:

(1) The **claim** is first made against the **insured** during the **policy period** and reported to us, in writing, during the **policy period**, or Extended Reporting Period, if applicable; and

(2) The actual or alleged act, error or omission takes place in the **coverage territory**; and

(3) The actual or alleged act, error or omission takes place on or after the **Retroactive Date**, if any, shown in the Declarations but before the end of the **policy period**.

Notwithstanding the above, this policy will not respond to damages, **loss** or **defense costs** covered in whole or in part by other valid and collectible insurance in force prior to this **policy period**.

2. EXCLUSIONS APPLICABLE TO COVERAGES D AND E

*Refer also to **SECTION II - SHARED EXCLUSIONS** for additional exclusions applicable to **COVERAGES D** and **E**.*

This insurance does not apply to **bodily injury**, **property damage**, **loss**, **cleanup costs**, **emergency remediation costs**, **claim(s)**, **suit(s)**, damages, and/or Supplementary Payments, including but not limited to **defense costs**:

a. Asbestos and Lead-Based Paint

Based upon or caused, in whole or in part by, or arising, directly or indirectly, out of:

(1) Asbestos in any form, anywhere at an **insured location(s)**, including but not limited to asbestos containing products, asbestos dust, asbestos fibers or asbestos containing materials within, on or applied to any buildings or structures located at an **insured location(s)**; and

(2) Lead-based paint within, on or applied to any buildings or structures located at an **insured location(s)**.

This exclusion applies with respect to **insured location(s)** scheduled to this policy for coverage under **Coverage D.5 – Named Insured's Location(s)** if purchased and selected on the Declarations page of this policy. This exclusion does not apply to **cleanup costs** to the extent directly and solely attributable to the inadvertent disturbance of asbestos or lead-based paint at an **insured location** during the **policy period**. However, such **cleanup costs** will only apply to that portion of the asbestos or lead-based paint that has been inadvertently disturbed at an **insured location** and will not apply to the disturbance of asbestos or lead-based paint caused during any asbestos or lead-based paint abatement, removal, or repair project or any building renovation project at an **insured location**.

b. Auto, Aircraft, Unmanned Aircraft, Watercraft Or Rolling Stock

Based upon or caused, in whole or in part by, or arising, directly or indirectly, out of the ownership, maintenance, use or the entrustment to others of any **auto**, aircraft, **unmanned aircraft**, watercraft, or rolling stock owned or operated by or rented or loaned to any **insured**. Use includes operation and **loading or unloading**.

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

However, under **Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.2 - Third Party Claim(s) for Contingent Transportation**, if purchased and selected on the Declarations page of this policy, this exclusion does not apply to **pollution condition(s)** arising out of the ownership, maintenance, use, operation, **loading or**

unloading of any **auto**, aircraft, **unmanned aircraft**, watercraft, or rolling stock within the fixed boundaries of the site where your **covered operations** are being performed.

Also, this exclusion does not apply to **pollution condition(s)** arising out of the ownership, maintenance, use, operation, **loading or unloading** of any **auto**, aircraft, scheduled **unmanned aircraft**, watercraft, or rolling stock that:

(1) Commences during the **transportation** of **your product** or wastes by a **carrier**; and

(2) Results in **bodily injury**, **property damage** or **cleanup costs** during the **transportation** of **your product** or wastes.

However, no coverage is provided for the misdelivery of any liquid product into the wrong receptacle or to a wrong address or for the erroneous delivery of a liquid product by **auto**, aircraft, **unmanned aircraft,** watercraft or rolling stock.

c. Bankruptcy

Based upon or caused, in whole or in part by, or arising, directly or indirectly, out of bankruptcy or insolvency of any **insured** or of any other firm, person, or organization.

d. Business Interruption

Based upon or caused, in whole or in part by, or arising, directly or indirectly, out of the **Named Insured's** loss of use of any business, loss of income or profit, or consequential loss of any kind or nature to any business operation, with respect to **Coverage D.5 – Named Insured's Location(s)**.

e. Contractual Liability

For which the insured is obligated to pay by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to:

(1) liability for **bodily injury** or **property damage** under **Coverage D.1 – Contractors Pollution Legal Liability**, **Coverage D.2 – Third Party Claim(s) for Contingent Transportation**, and **Coverage D.4 – Microbial Substance Contractors Pollution Liability** assumed in a written contract or written agreement that is an **insured contract**, provided the **pollution condition** or the actual or alleged act, error or omission first occurs subsequent to the execution of the contract or agreement; or

(2) liability that the **insured** would have in the absence of the contract or agreement.

f. Covered under Non-selected Coverages within COVERAGE D – CONTRACTORS POLLUTION LIABILITY

Based upon or caused, in whole or in part by, or arising, directly or indirectly, out of, or relating to coverage under any non-selected coverages within **COVERAGE D – CONTRACTORS POLLUTION LIABILITY**, if coverage or a defense would have been provided under that Coverage, if it had been selected.

g. Damage to Conveyance

Based upon or caused, in whole or in part by, or arising, directly or indirectly, out of **property damage** to any conveyance utilized in the course of **transportation** by a **carrier** on behalf of the **insured**. This exclusion does not apply to a **claim** made by a **carrier** for such **property damage** to their conveyance directly caused by the **Named Insured's** negligence.

h. Damage to Property

Based upon or caused, in whole or in part by, or arising, directly or indirectly, out of **property damage** to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the **property damage** arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of any **insured**;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly, on your behalf are performing operations, if the **property damage** arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because your **covered operations** were incorrectly performed on it.

Paragraphs **(1)**, **(3)**, and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven (7) or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION V** – **LIMITS OF INSURANCE**.

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

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

Paragraphs **(5)** and **(6)** do not apply to **cleanup costs**.

Paragraph **(1)** of this exclusion does not apply to **cleanup costs**, **bodily injury**, or **property damage** covered under **Coverage D.5 – Named Insured's Location(s)**, if purchased and selected on the Declarations page of this policy, and if the property is scheduled as an **insured location** under **Coverage D.5 - Named Insured's Location(s)** and defined as an **insured location** under **Coverage D.5 – Named Insured's Location(s)**.

i. Discrimination

Based upon or caused, in whole or in part by, or arising, directly or indirectly, out of discrimination by any **insured** on the basis of age, color, race, sex, creed, national origin, marital status, physical disability or sexual preference.

j. Employer's Liability

Bodily injury to:

(1) An **employee** of the **insured** caused, in whole or in part by, or arising, directly or indirectly, out of and in the course of:

(a) Employment by the **insured**; or

(b) Performing duties related to the conduct of the **insured's** business; or

(2) The spouse, child, parent, brother or sister of that **employee** as a consequence of Paragraph **(1)** above.

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

However, under **Coverage D.1 – Contractors Pollution Legal Liability**, **D.2 – Third Party Claims(s) for Contingent Transportation**, and **D.4 – Microbial Substance Contractors Pollution Liability** only, this exclusion does not apply to liability assumed by the insured under an **insured contract**.

k. Express Warranties or Guarantees

Based upon or caused, in whole or in part by, or arising, directly or indirectly, out of any express warranty or guarantee. This exclusion does not apply to a warranty or guarantee by the **Named Insured** that the **Named Insured's covered operations** and/or **professional services** are in conformity with the generally accepted standard of care that would be applicable in the absence of such express warranty or guarantee.

l. Faulty Workmanship

Based upon or caused, in whole or in part by, or arising, directly or indirectly, out of the costs to repair or replace faulty construction or workmanship in any construction, erection, fabrication, installation, assembly, manufacture or remediation performed by or on behalf of, any **insured**, including the cost of any material, parts or equipment furnished in connection with it, with respect to **Coverage D.1 – Contractors Pollution Legal Liability, D.4 – Microbial Substance Contractors Pollution Liability,** and **D.5a – Named Insured's Location(s), First Party Cleanup Costs**.

This exclusion does not apply to **loss** the **Named Insured** is legally obligated to pay for the reasonable and necessary expenses incurred for the investigation, monitoring, testing, removal, abatement, containment, treatment, detoxifying, neutralization or disposal of **pollution condition(s).**

m. Insured Location

Based upon or arising out of **pollution condition(s)** on, at, under or migrating from an **insured location**, unless otherwise covered under **Coverage D.2 – Third Party Claim(s) for Contingent Transportation** or **Coverage D.5 – Named Insured's Location(s)**, if purchased and selected on the Declarations page of this policy.

n. Insured's Property

Based upon or caused, in whole or in part by, or arising, directly or indirectly, out of any real or personal property owned, occupied, leased or rented by any **insured**.

This exclusion shall not apply, under **COVERAGE D – CONTRACTORS POLLUTION LIABILITY** or **COVERAGE E – PROFESSIONAL LIABILITY**, to:

(1) Any **claim** against the **Named Insured** by a client who is an **insured** only by operation of an additional insured Endorsement, if purchased; or

(2) Any **claim** arising from property rented or leased by the **Named Insured** during the course of, and for the purpose of performing **covered operations** and/or **professional services** for parties other than the **Named Insured**; and

(3) The coverage provided by **Coverage D.5 – Named Insured's Location(s)**, if purchased and selected on the Declarations page of this policy.

o. Knowingly Wrongful Acts

Based upon or caused, in whole or in part by, or arising, directly or indirectly, out of any **insured's** actual or alleged dishonest, fraudulent, malicious, knowingly wrongful act, error or omission or non-compliance with any law, statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body.

p. Known Circumstances or Pollution Condition(s)

Based upon or caused, in whole or in part by, or arising, directly or indirectly, out of your **covered operations, completed operations,** or **professional services** performed prior to the inception date of this policy if any **responsible insured** knew of a **pollution condition**, or reasonably could have foreseen that your **covered operations, completed operations, or professional services** could give rise to a **claim** or **suit** for **loss**, **cleanup costs**, damages, **emergency remediation costs,** corporate reputation rehabilitation expense, or crisis management expense under this policy. This includes, but is not limited to, any **claim, suit, loss, pollution condition, emergency remediation costs**, corporate reputation rehabilitation expense, or crisis management expense reported under any insurance policy in effect prior to the inception of this **policy period**.

q. Off-Site Waste Disposal

Based upon or caused, in whole or in part by, or arising, directly or indirectly, out of **pollution condition(s)** on, at, under or migrating from any **non-owned disposal site** to which wastes, **your products** or materials have been delivered beyond the boundaries of any site where your **covered operations** are or were being performed.
This exclusion does not apply to **Coverage D.3 – Third Party Claim(s) for Non-owned Disposal Site(s)**, if purchased and selected on the Declarations page of this policy.

r. Personal and Advertising Injury

Based upon or caused, in whole or in part by, or arising, directly or indirectly, out of **personal and advertising injury.**

s. Products Liability

Based upon or caused, in whole or in part by, or arising, directly or indirectly, out of:

(1) Any **property damage** to **your product**; and

(2) **Your product** or its design**,** including but not limited to, goods or products manufactured, sold, handled, distributed, altered or repaired by any **insured** or by others trading under your name including any container thereof, or any reliance upon a representation or warranty made at any time with respect thereto. This exclusion does not apply to **COVERAGE D – CONTRACTORS POLLUTION LIABILITY** where the **pollution condition** is the result of the fabrication, assembly or installation of goods, materials or products provided by you in connection with the performance of **covered operations**.

t. Professional Liability

Based upon or caused, in whole or in part by, or arising, directly or indirectly, out of the rendering of or failure to render any **professional services** including professional services except as provided for under **COVERAGE E - PROFESSIONAL LIABILITY**, if purchased and selected on the Declarations page of this policy. This exclusion applies even if **claim(s)** for damages against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**.

u. Recall of Products, Work or Impaired Property

Based upon or caused, in whole or in part by, or arising, directly or indirectly, out of the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) your product;
(2) your work; or
(3) impaired property;

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

v. Related Entities

Based upon or caused, in whole or in part by, or arising, directly or indirectly, out of a **claim** by your parent company, affiliated companies, or any affiliated subsidiary, or any entity which is owned, operated, managed, or controlled by any **insured**.

w. Suretyship and Insurance

Based upon or caused, in whole or in part by, or arising, directly or indirectly, or attributable to any actual or alleged failure of any **insured** to advise or require or failure to effect, obtain or maintain any bond, suretyship or insurance.

x. Transportation

Based upon or caused, in whole or in part by, or arising, directly or indirectly, out of **pollution condition(s)** resulting from **your products**, materials or waste transported by you or a **carrier** with an **auto,** aircraft, **unmanned aircraft,** watercraft or rolling stock beyond the fixed boundaries of an **insured location**, or a site at which your **covered operations** or **professional services** are being performed.
This exclusion does not apply to **Coverage D.2 – Third Party Claim(s) for Contingent Transportation**, if purchased and selected on the Declarations page of this policy.

y. Underground Storage Tank(s)

With respect to **insured location(s)** scheduled to this policy for coverage under **Coverage D.5 – Named Insured's Location(s), pollution condition(s)** based upon or caused, in whole or in part by, or arising, directly or indirectly, out of any **underground storage tank(s).**

z. Worker's Compensation And Similar Laws

Any obligation of the **insured** to pay damages or loss based upon or caused, in whole or in part by, or arising, directly or indirectly, under any workers compensation, unemployment compensation or disability benefits law or similar law.

SECTION II – SHARED EXCLUSIONS

EXCLUSIONS APPLICABLE TO COVERAGES A, B, C, D, AND E.

*Refer Also to Exclusions Applicable to **COVERAGES A** and **B** and Exclusions Applicable to **COVERAGES D** and **E** in **SECTION I - COVERAGES***

1. This insurance does not apply to:

a. Communicable Disease

Any **bodily injury, property damage**, **personal and advertising injury**, loss**, cleanup costs,** liability, **claim(s), suit(s),** damages, and/or Supplementary Payments, including but not limited to defense costs, caused, in whole or in part by, or arising, directly or indirectly, out of the actual or alleged presence or transmission of a **communicable disease**.

This exclusion applies even if the **claim(s)**, **suit(s)** or allegations against any **insured** allege negligence or other wrongdoing in the:

(1) Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a **communicable disease**;
(2) Testing for a **communicable disease**;
(3) Failure to prevent the spread of the disease;
(4) Failure to sufficiently clean, sanitize, or effectively apply disinfectant, or
(5) Failure to report the disease to authorities.

b. Coverage Provided By A Controlled (Wrap-up) Insurance Program

Any liability, **claim** or **suit** based upon or caused, in whole or in part by, or arising, directly or indirectly, out of:

(1) Your ongoing operations, **covered operations**, or **professional services**; or
(2) Included in the **products-completed operations hazard**;

but only if you are enrolled in a **controlled (wrap-up) insurance program** with respect to the liability, **claim** or **suit** described in Paragraphs **a. (1)** and **a. (2)** above.

This exclusion applies whether or not the **controlled (wrap-up) insurance program**:

(1) Provides coverage identical to that provided by this policy;
(2) Has limits adequate to cover all **claim(s)**; or
(3) Remains in effect.

This exclusion does not apply to ongoing operations, **covered operations**, professional services or **completed operations** arising out of any such project that has been specifically endorsed onto this policy.

c. Fines and Penalties

Any **claim** seeking payment of:

(1) Any fines, penalties, or associated multiplied damages; or
(2) Punitive or exemplary damages, except where allowable by law; or
(3) The cost of injunctive relief based upon or arising out of non-compliance with any statute, regulation, ordinance or administrative complaint.

However, under **COVERAGE D – CONTRACTORS POLLUTION LIABILITY**, this Exclusion does not apply to fines or penalties, levied against clients of the **Named Insured**, directly caused by **your work** performed for such clients.

d. Insured vs. Insured

Any liability, **claim** or **suit** based upon or caused, in whole or in part by, or arising, directly or indirectly, out of any **claim, suit,** or assertion of liability by one **insured** against another **insured** under this policy. This exclusion shall not apply to any **claim** against an **insured** by a client of the **insured** who is an **insured** as defined in **SECTION III – WHO IS AN INSURED**, and any client of the **insured** who is specifically added as an **insured** by Endorsement to this policy.

e. Nuclear Hazard

(1) Bodily injury, **property damage**, advertising injury, personal injury, loss**, cleanup costs**, **emergency**

remediation costs, **claim(s)**, suits, damages, and Supplementary Payments including but not limited to **defense costs**:

(a) With respect to which any **insured** under this policy is also an **insured** under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an **insured** under any such policy but for its termination upon exhaustion of its limit of liability; or

(b) Resulting from the **hazardous properties** of **nuclear material** and with respect to which:

(i) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or

(ii) The **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

(2) Any liability, **claim** or **suit** based upon **bodily injury**, **property damage**, advertising injury, personal injury, loss**, cleanup costs**, **emergency remediation costs**, **claim(s)**, suits, damages, and Supplementary Payments including but not limited to **defense costs** resulting from the **hazardous properties** of **nuclear material**, if:

(a) The **nuclear material:**

(i) Is at any **nuclear facility** owned by, or operated by or on behalf of, an **insured,** or

(ii) Has been discharged or dispersed therefrom;

(b) The **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **insured**; or

(c) The **bodily injury**, **property damage**, advertising injury, personal injury, loss**, cleanup costs**, **emergency remediation costs**, **claim(s)**, suits, damages, and Supplementary Payments including but not limited to **defense costs** 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 **(c)** applies only to **property damage** to such **nuclear facility** and any property thereat.

As used in this exclusion:

(1) **Hazardous properties** include radioactive, toxic or explosive properties.

(2) **Nuclear material** means **source material**, **special nuclear material** or **by-product material**.

(3) **Source material**, **special nuclear material**, and **by-product material** have the meanings given them in the Atomic Energy Act of l954 or in any law amendatory thereof.

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

(5) **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**.

(6) **Nuclear facility** means:

(a) Any **nuclear reactor**;

(b) Any equipment or device designed or used for:

(i) Separating the isotopes of uranium or plutonium,

(ii) Processing or utilizing **spent fuel**, or

(iii) 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.

(7) **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.

(8) **Property damage, emergency remediation costs**, and **cleanup costs** include all forms of radioactive contamination of property.

f. Radioactive Matter

Any liability of whatever nature however caused, in whole or in part by, or arising, directly or indirectly, out of:

(1) Ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;

(2) The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;

(3) Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force of matter; and

(4) Except as provided for under **Coverage D.1 – Contractors Pollution Legal Liability**, radioactive contamination, however caused and whenever or wherever happening and not otherwise excluded by Exclusion **e.** Nuclear Hazard.

g. Violation of Privacy

Any **bodily injury, property damage**, **personal and advertising injury**, loss**, cleanup costs,** liability, claim(s)**, suit(s),** damages, and/or Supplementary Payments, including but not limited to defense costs, caused, in whole or in part by, or arising, directly or indirectly, out of any action or omission made by or on behalf of any insured that violates or is alleged to violate:

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

(2) The Controlling the Assault of Non-Solicited Pornography and Marketing (CAN-SPAM) Act of 2003 including any amendment of, or addition to, such law; or

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any Biometric Information Privacy Act (BIPA) enacted by any federal, state or local law, statute, ordinance or regulation, and any amendment of or addition to such act, law, statute, ordinance or regulation governing the capture, collection, purchase, receipt through trade, use, safeguarding, handling, storage, retention, disposal, transmission, or protection from disclosure or re-disclosure of any person's or customer's **biometric identifier** or **biometric information**.

(5) Any other federal, state or local law, statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003, FCRA, or any BIPA and their amendments and additions, that addresses, prohibits, or limits the capturing, collecting, purchasing, receiving through trade, using, safeguarding, handling, storing, retaining, sending, transmitting, protecting from disclosure or re-disclosure, printing, disseminating, disposing, recording, transmitting, communicating or distributing of material or information.

This exclusion also applies to any liability or **bodily injury, property damage**, **personal and advertising injury**, loss**, cleanup costs,** claim(s)**, suit(s),** damages, and/or Supplementary Payments, including but not limited to defense costs for which the insured is obligated, or is alleged to be obligated, to pay damages or defend any claim or **suit** by reason of the assumption of liability in an **insured contract**.

h. War and Hostile Acts

Bodily injury, **property damage**, advertising injury, personal injury, loss**, cleanup costs**, **emergency remediation costs**, **claim(s)**, suits, damages, and Supplementary Payments including but not limited to **defense costs** caused, in whole or in part by, or arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

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

SECTION III – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are **insureds**, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an **insured**. Your members, your partners, and their spouses are also **insureds**, but only for acts within the scope of their employment by you or while performing duties directly related to the conduct of your business.

c. A limited liability company, you are an **insured**. Your members are also **insureds**, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. Your managers are **insureds**, but only for acts within the scope of their employment by you or while performing duties directly related to the conduct of your business.

d. An organization other than a partnership, joint venture or limited liability company, you are an **insured**. Your **executive officers** and directors are **insureds**, but only with respect to their duties as your officers or directors. Your stockholders are also **insureds**, but only with respect to their liability as stockholders.

e. A trust, you are an **insured**. Your trustees are also **insureds**, but only with respect to their duties as trustees.

2. Each of the following is also an **insured**:

a. Your **volunteer workers** only while performing duties related to the conduct of your business, or your **employees,** other than either your **executive officers** (if you are an organization other than a partnership, joint venture or limited

liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these **employees** or **volunteer workers** are **insureds** for:

(1) **Bodily injury** or **personal and advertising injury**:

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-**employee** while in the course of his or her employment or performing duties related to the conduct of your business, or to your other **volunteer workers** while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-**employee** or **volunteer worker** as a consequence of Paragraph **(1) (a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1) (a)** or **(b)** above; or

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

(2) **Property damage** to property:

(a) Owned, occupied or used by;

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

you, any of your **employees, volunteer workers**, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your **employee** or **volunteer worker**), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a **Named Insured** but only if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the **policy period**, whichever is earlier;

b. **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE D – CONTRACTORS POLLUTION LIABILITY** do not apply to **bodily injury** or **property damage** that occurred, in whole or in part, before you acquired or formed the organization; and

c. **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** does not apply to **personal and advertising injury** arising out of an offense committed before you acquired or formed the organization.

d. **COVERAGE E – PROFESSIONAL LIABILITY** does not apply to any act, error or omission in the performance of **professional services** rendered before you acquired or formed the organization.

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

SECTION IV – SUPPLEMENTARY PAYMENTS – COVERAGES A, B, D, AND E

1. We will pay, with respect to any **claims** or **occurrences** we investigate or settle, or any **suit** against an **insured** we defend:

a. All expenses we incur including **defense costs**;

b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the **insured** at our request to assist us in the investigation or defense of the **claim** or **suit**, including actual loss of earnings up to $500 a day because of time off from work.

e. All court costs taxed against the **insured** in the **suit**. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the **insured**.

f. Prejudgment interest awarded against the **insured** on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

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

h. Corporate Reputation Rehabilitation Expense **–** With respect to **COVERAGE D – CONTRACTORS POLLUTION LIABILITY** and **COVERAGE E – PROFESSIONAL LIABILITY** and subject to the Corporate Reputation

Rehabilitation Expense Limit of Liability stated in the Declarations, we shall pay on behalf of the **Named Insured**, in excess of the deductible or self-insured retention, shown under **COVERAGES D** or **E** on the Declarations page, whichever applies, for reasonable and necessary costs, charges, expenses and fees required to restore the corporate reputation of a client of the **Named Insured** that is damaged as a result of a covered **claim** under **COVERAGES D** or **E** and for which a **claim** has been made against the **Named Insured** for such damages. Subject to our approval, the **Named Insured** will select a public relations firm that meets certain certifications and qualifications at our sole discretion.

i. Crisis Management Expense **-** With respect to **COVERAGE D – CONTRACTORS POLLUTION LIABILITY** only, subject to the Crisis Management Expense Limit of Liability stated in the Declarations, we shall pay on behalf of the **Named Insured**, in excess of the deductible or self-insured retention, shown under **COVERAGE D** of the Declarations page, for reasonable and necessary costs, charges, expenses and fees in response to a covered **claim** under **COVERAGE D** of this policy for essential emergency travel expenses incurred by the **Named Insured**, rental of temporary staging, office or meeting space necessary to continue **covered operations**, and the temporary rental of equipment necessary to replace equipment damaged or destroyed by the covered **claim.**

These payments will not reduce the Limits of Insurance for **COVERAGES A** and **B**. These payments will reduce the Limits of Insurance for **COVERAGES D** and **E**.

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

a. The **suit** against the indemnitee seeks damages for which the **insured** has assumed the liability of the indemnitee in a contract or agreement that is an **insured contract**;

b. This insurance applies to such liability assumed by the **insured**;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the **insured** in the same **insured contract**;

d. The allegations in the **suit** and the information we know about the **occurrence**, **claim**, or **loss**, are such that no conflict appears to exist between the interests of the **insured** and the interests of the indemnitee;

e. The indemnitee and the **insured** ask us to conduct and control the defense of that indemnitee against such **suit** and agree that we can assign the same counsel to defend the **insured** and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the **suit;**

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **suit;**

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the **suit;** and

(b) Conduct and control the defense of the indemnitee in such **suit.**

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2. b. (2)** of **SECTION I** – **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, such payments will not be deemed to be damages for **bodily injury** and **property damage** and will not reduce the limits of insurance.

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

SECTION V – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. **Insureds**;

b. **Insured Locations**;

c. **Claim(s)** made or **suits** brought; or

d. Persons or organizations making **claim(s)** or bringing **suits**.

2. The General Aggregate Limit is the most we will pay for all:

a. Medical expenses under **COVERAGE C – MEDICAL PAYMENTS**;

b. Damages under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard**;

c. Damages under **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**;
d. **Claim(s)**, **loss**, **cleanup costs**, and **emergency remediation costs** because of **bodily injury** or **property damage** under **COVERAGE D – CONTRACTORS POLLUTION LIABILITY**;
e. Damages under **COVERAGE E – PROFESSIONAL LIABILITY**; and
f. Supplementary Payments including but not limited to **defense costs** incurred under **COVERAGE D – CONTRACTORS POLLUTION LIABILITY** and **COVERAGE E – PROFESSIONAL LIABILITY**, including all expenses for Corporate Reputation Rehabilitation Expense and Crisis Management Expense.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, for damages because of **bodily injury** and **property damage** included in the **products-completed operations hazard.**

4. Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** for all damages because of all **personal and advertising injury** sustained by any one person or organization.

5. Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for all:
a. Damages, under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**; and
b. Medical expenses under **COVERAGE C – MEDICAL PAYMENTS**
because of all **bodily injury** and **property damage** arising out of any one **occurrence**.

6. Subject to **2.** above, the Each Occurrence Limit is the most we will pay for all **claim(s)**, **loss**, **cleanup costs**, **emergency remediation costs**, and Supplementary Payments including but not limited to **defense costs** under **COVERAGE D – CONTRACTORS POLLUTION LIABILITY**, but not including **defense costs** under **COVERAGE A** because of all **bodily injury** and **property damage** arising out of any one **occurrence**. If a **COVERAGE D** SubPart **D.2 – D.6** is not selected in the Declarations, then there is no coverage under that **COVERAGE D** SubPart. For each **COVERAGE D** SubPart that is selected in the Declarations, the corresponding amount(s) set forth in the Declarations shall concurrently reduce the Each Occurrence Limit under **COVERAGE D – CONTRACTORS POLLUTION LIABILITY**. For purposes of the Limits of Insurance only, a **claim** under **Coverage D.3 – Third Party Claim(s) For Non-owned Disposal Site(s)** and **Coverage D.5 – Named Insured's Location(s)**, and **emergency remediation costs** under **Coverage D.6 – Emergency Remediation Costs** is considered an **occurrence** and only the Each Occurrence limit will apply to **Coverages D.3, D.5,** and **D.6**.

7. Subject to **2.** above, the Each Claim Limit is the most we will pay for all damages and Supplementary Payments including but not limited to **defense costs** under **COVERAGE E – PROFESSIONAL LIABILITY** because of any one **claim**.

8. Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, for damages because of **property damage** to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

9. Subject to **5.** above, the Medical Payments Limit is the most we will pay under **COVERAGE C – MEDICAL PAYMENTS** for all medical expenses because of **bodily injury** sustained by any one person.

10. Subject to Paragraph **2.** above, the Corporate Reputation Rehabilitation Expense limit of liability set forth in the Declarations is the most we will pay under **SECTION IV** – **SUPPLEMENTARY PAYMENTS – COVERAGES D, AND E**, Paragraph **1.h.** of the policy regardless of the amount of costs, charges, expenses and fees, or the number of **claim(s)** to which Corporate Reputation Rehabilitation Expense applies during the **policy period**.

11. Subject to Paragraph **2.** above, the Crisis Management Expense limit of liability set forth in the Declarations is the most we will pay under **SECTION IV** – **SUPPLEMENTARY PAYMENTS – COVERAGES D,** Paragraph **1.i**. of the policy regardless of the amount of costs, charges, expenses and fees, or the number of **claim(s)** to which Crisis Management Expense applies during the **policy period**.

12. Any payment made for **claim(s)**, **loss**, **cleanup costs**, or **emergency remediation costs** for **bodily injury** or **property damage**, or related **defense costs** and Supplementary Payments under **COVERAGE D – CONTRACTORS POLLUTION LIABILITY** and any payment made for damages including related **defense costs** and Supplementary Payments under **COVERAGE E – PROFESSIONAL LIABILITY** shall concurrently reduce the Each Occurrence Limit under **COVERAGE D – CONTRACTORS POLLUTION LIABILITY**, the Each Claim Limit under **COVERAGE E – PROFESSIONAL LIABILITY**, and the General Aggregate Limit. Our right and duty to defend end under **COVERAGE D – CONTRACTORS POLLUTION LIABILITY** and **COVERAGE E – PROFESSIONAL LIABILITY** when either the Each Occurrence Limit under **COVERAGE D – CONTRACTORS POLLUTION LIABILITY** or the Each Claim Limit under **COVERAGE E – PROFESSIONAL LIABILITY**, or the General Aggregate Limit have been exhausted. For purposes of the Limits of Insurance only, a **claim** under **Coverage D.3 – Third Party Claim(s) For Non-owned Disposal Site(s)** and **Coverage D.5 – Named Insured's Location(s)** is considered an **occurrence**.

13. Deductible

Our obligation under the Bodily Injury and Property Damage Liability, Personal and Advertising Injury Liability,

Contractors Pollution Liability, and Professional Liability coverages to pay **claim(s)**, damages, **loss(es)**, costs or expenses or Supplementary Payments on your behalf applies only in excess of the deductible amounts stated in the Declarations and as applicable to each Coverage.

The deductible amounts stated in the Declarations apply once to all **claim(s)**, damages, **loss(es)**, costs or expenses sustained as the result of any one **occurrence** under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, or any one offense under **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, or any one **pollution condition** under **COVERAGE D – CONTRACTORS POLLUTION LIABILITY.** The deductible amounts stated in the Declarations shall apply separately for each **claim** arising out of any one actual or alleged act, error or omission under **COVERAGE E – PROFESSIONAL LIABILITY**.

Costs and expenses payable under **SECTION IV – SUPPLEMENTARY PAYMENTS – COVERAGES A, B, D, AND E**, including but not limited to **defense costs** and Corporate Reputation Rehabilitation Expense under **COVERAGES D** and **E**, and Crisis Management Expense, payable only under **COVERAGE D,** shall also contribute to the exhaustion of the stated deductible amount and will reduce the limits of insurance.

The terms of this insurance under all applicable coverages (**COVERAGES A**, **B**, **C**, **D**, and **E**), including those with respect to:

a. Our right and duty to defend the **insured** against any **suits** seeking those damages; and

b. Your duties in the event of an **occurrence**, offense, **claim**, or **suit**;

apply irrespective of the application of the deductible amount.

We retain final settlement authority within the deductible. If the **insured** does not accept an offer of settlement we deem reasonable, we shall have no responsibility for any damages or Supplementary Payments above what we would have paid had the **claim** been settled for any reasonable offer within the deductible.

We shall have the right, but not the obligation, to advance payment of all or part of any **claim(s)**, damages, **loss(es)**, costs, expenses or Supplementary Payments within the deductible if we deem it advisable to do so. If we exercise this right, the **insured** must promptly, and in no event later than thirty (30) calendar days, reimburse us for any such payment we have made within the amount of the deductible.

If any **insured** does not repay any such advance, the deductible shall also become the obligation of the first **Named Insured** who shall additionally become liable for any and all costs of collection of the deductible, including attorney's fees and costs, and interest at the prevailing local rate from the date reimbursement is requested.

14. Multiple Pollution Condition(s) or Claims

Under **COVERAGE D – CONTRACTORS POLLUTION LIABILITY** and **COVERAGE E – PROFESSIONAL LIABILITY**, all continuous or related **pollution condition(s)**, **microbial substances, occurrences**, **cleanup costs**, and/or actual or alleged acts, errors, or omissions reported to the Company under a subsequent policy issued by the Company or its affiliates, providing substantially the same coverages as this policy, shall be deemed to have been first discovered and/or reported during this **policy period** and shall be subject to the same limit of insurance providing a **claim** was properly first discovered and/or first reported during this **policy period**.

All **claim(s)** and reports of **pollution condition(s), microbial substances, occurrences, cleanup costs**, and/or actual or alleged acts, errors, or omissions made during one or more **policy periods** issued by the Company or its affiliates, providing substantially the same coverages, resulting in **bodily injury** or **property damage**, **emergency remediation costs**, or damages in any combinations thereof, and arising out of the same, or continuous or related **pollution condition(s), microbial substances, occurrences**, **cleanup costs**, and/or actual or alleged acts, errors, or omissions, shall be considered one **pollution condition**, **microbial substance, occurrence, cleanup cost**, act, error, or omission, and will be subject to the same Each Occurrence Limit, Each Claim Limit, Corporate Reputation Rehabilitation Expense Limit, Crisis Management Expense Limit, whichever applies, and one deductible or self-insured retention and one Policy Aggregate Limit. Such **claim(s)** or reports of **pollution condition(s)**, **microbial substances, occurrences**, **cleanup costs**, and/or actual or alleged acts, errors or omissions, shall be deemed first reported to the Company during the **policy period** in which the first such **claim** or report of **pollution condition(s)**, **microbial substances, occurrence, cleanup costs**, actual or alleged acts, errors, or omissions, was reported to the Company or an affiliate and will be subject to the Each Occurrence Limit, Each Claim Limit, whichever applies, and deductible or self-insured retention applicable to that **policy period**.

Under **Coverage D.1 – Contractors Pollution Legal Liability**, **Coverage D.2 – Third Party Claims(s) for Contingent Transportation**, **Coverage D.3 – Third Party Claim(s) For Non-owned Disposal Site(s)** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, all continuous or related **pollution condition(s), microbial substances,** and/or **cleanup costs,** shall be deemed to have occurred when the **pollution condition**, **microbial substances,** and/or **cleanup costs** first occurred. For purposes of the Limits of Insurance only, a claim under **Coverage D.3 – Third Party Claim(s) For Non-owned Disposal Site(s) Coverage D.5 – Named Insured's Location(s)** and **Coverage D.6 – Emergency Remediation Costs –** as it relates to **Coverage D.5 – Named Insured's Location(s),** is considered an **occurrence** and the preceding sentence for the purpose stated therein shall also apply to **Coverage D.3 – Third Party Claim(s) For Non-owned Disposal Site(s)**, **Coverage D.5 – Named Insured's**

Location(s) and **Coverage D.6 – Emergency Remediation Costs** as it relates to **Coverage D.5 – Named Insured's Location(s)**.

Coverage under this policy for such subsequent **pollution condition(s), microbial substances**, and/or **claim(s)** shall not apply unless, at the time such **pollution condition(s), microbial substances,** are first discovered and reported or **claim** was first made and first reported, the **insured** has maintained with the Company or its affiliates coverage providing substantially the same coverages on a continuous, uninterrupted basis since the first such **claim** made against the **insured** and reported or first **pollution condition**, or **microbial substances,** was discovered and reported to the Company.

If you have liability insurance incepting prior to the inception date of this policy that would have provided pollution liability coverage for the **bodily injury**, **property damage, pollution condition**, **cleanup costs**, in whole or in part, regardless as to whether those limits have been eroded, then this policy provides no coverage. If we provide coverage for the subject pollution condition and there remains a question as to whether the pollution condition first occurred during the **policy period**, then the date of first commencement of the **pollution condition** shall be deemed to have occurred only on the inception date of the first policy we issued.

15. Two or More Coverage Forms or Policies Issued By Us

If this coverage form and any other coverage form or policy issued to you by us or any company affiliated with us apply to the same **pollution condition(s)**, **microbial substances, occurrences**, **cleanup costs**, actual or alleged acts, errors, or omissions, Corporate Reputation Rehabilitation Expense, and/or Crisis Management Expense, the aggregate maximum Limit of Insurance under all the coverage forms or policies shall not exceed the highest applicable Limit of Insurance under the first policy issued by us and for which there is coverage, subject to any erosion of the policy limits. This condition does not apply to any coverage form or policy issued by us or an affiliate company specifically to apply as excess insurance over this coverage form.

SECTION VI - REPORTING, DEFENSE, SETTLEMENT & COOPERATION

1. Duties in the Event of a Pollution Condition

The **insured** must see to it that we are notified in writing as soon as practicable after any **insured** first becomes aware of a **pollution condition**. The **insured(s)** shall cooperate and assist us, upon our request and without charge, in the enforcement of any right against any person or organization which may be liable to the **insured(s)** because of cleanup, injury or damage to which this insurance may also apply. Notice shall include:

a. How, when and where the **pollution condition** took place;
b. The names and addresses of any injured persons and witnesses; and
c. The nature and location of any injury or damage arising out of the **pollution condition**.

Notice of a **pollution condition** is not notice of a **claim** or **suit**.

2. Duties in the Event of an Occurrence, Offense, Claim or Suit

a. An **insured** must see to it that we are notified in writing as soon as practicable of an **occurrence**, an offense, or an actual or alleged act, error, or omission which may result in a **claim** or **suit**. To the extent possible, notice should include:
  (1) How, when and where the **occurrence**, offense, or an actual or alleged act, error, or omission took place;
  (2) The names and addresses of any injured persons and witnesses; and
  (3) The nature and location of any injury or damage arising out of the **occurrence**, offense or an actual or alleged act, error, or omission.

b. If a **claim** is made or **suit** is brought against any **insured** or any legal action is initiated, you must:
  (1) Immediately record the specifics of the **claim** or **suit** and the date received; and
  (2) Notify us as soon as practicable.

  You must see to it that we receive written notice of the **claim** or **suit** as soon as possible.

c. You and any other involved **insured** must:
  (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **claim** or **suit**;
  (2) Authorize us to obtain records and other information;
  (3) Cooperate with us in the investigation or settlement of the **claim** or defense against the **suit**; and
  (4) Assist us, upon our request and without charge, in the enforcement of any right against any person or organization which may be liable to the **insured** because of **bodily injury**, **property damage, cleanup costs,** or damages to which this insurance may also apply.

d. At the time you become aware of an actual or alleged act, error, or omission to which this policy applies, if during the **policy period** you give us written notice containing the following:
  (1) Details of the actual or alleged act, error or omission and the **professional services** rendered by you or on your behalf;
  (2) The specific nature of the damages which have been sustained; and
  (3) Details of how you first became aware of such actual or alleged act, error or omission;

Then any **claim** that may subsequently be made against you arising out of such actual or alleged act, error or omission shall be deemed to have been made on the date we first received written notice from you of the actual or alleged act, error or omission. This also applies to actual or alleged acts, errors or omissions first discovered by the **Named Insured** during the **policy period** and reported to us during the **policy period** under **SECTION IV – SUPPLEMENTARY PAYMENTS** Paragraph **1.h.** – Corporate Reputation Rehabilitation.

This actual or alleged act, error or omission reporting provision shall terminate at the end of the **policy period** and shall not exist during the Automatic Extended Reporting Period of the Supplemental Extended Reporting Period.

3. Voluntary Payments

No **insured** will, except at that **insured's** own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our written consent, except as set forth in **Coverage D.6 – Emergency Remediation Costs**. In the event that the **Named Insured** incurs **emergency remediation costs**, the **Named Insured** shall provide notice to the Company within seven (7) days from the earlier of the first commencement of the **pollution condition(s)** for which the **emergency remediation costs** have been incurred or the expiration of the **policy period**.

Upon discovery of a **pollution condition** or incurring **emergency remediation costs**, the **Named Insured** shall make every attempt to mitigate any **loss** and comply with applicable environmental laws. The **insured** shall have the responsibility and duty to select, retain, and oversee contractors or consultants to perform any investigation and/or remediation of any **pollution condition** to which this insurance applies. Except in the event of incurring **emergency remediation costs**, the **Named Insured** must cooperate with the Company and receive our consent in writing of the selection and retention of qualified contractors or consultants.

4. Defense, Settlement & Cooperation

The Company shall have the right and the duty to assume the investigation, adjustment or defense of any **claim** or **suit**. **Defense costs**, under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, do not erode the applicable limits of insurance. Under **COVERAGE D – CONTRACTORS POLLUTION LIABILITY** and **COVERAGE E – PROFESSIONAL LIABILITY**, **defense costs** erode the applicable limits of insurance. It is further agreed that the Company may make such investigation of any **claim** or **suit** as it deems expedient**,** but the Company shall not be obligated to pay any damages or to defend or to continue to defend any **claim** or **suit** after the applicable Limits of Insurance have been exhausted by payment of **bodily injury** or **property damage** under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, advertising injury or personal injury under **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, **loss** for **bodily injury** or **property damage, microbial substances, cleanup costs, emergency remediation costs**, Supplementary Payments, including all expenses for Corporate Reputation Rehabilitation Expense, and all Crisis Management Expense and/or related **defense costs** under **COVERAGE D – CONTRACTORS POLLUTION LIABILITY,** and damages and Supplementary Payments, including all expenses for Corporate Reputation Rehabilitation Expense, and/or related **defense costs** under **COVERAGE E – PROFESSIONAL LIABILITY**. We will have no duty to defend the **insured** against any **claim** or **suit** to which this policy does not apply. **Defense costs** shall be repaid to the Company by the **insured** in the event and to the extent that the **insured** shall not be entitled, under the terms and conditions of this policy, to payment of **bodily injury, property damage**, **personal and advertising injury, loss, microbial substances, cleanup costs, emergency remediation costs**, damages and/or related **defense costs.**

The **insured** shall cooperate with the Company and offer all reasonable assistance in the investigation of an **occurrence**, offense, **pollution condition**, **microbial substance**, actual or alleged act, error, or omission, and/or the defense of a **claim** or **suit** under the applicable coverages purchased. The Company may require that the **insured** submit to examination under oath, and attend hearings, depositions and trials. In the course of investigation or defense, the Company may require written statements or the **insured's** attendance at meetings with the Company. The **insured** must assist the Company in effecting settlement, securing and providing evidence and obtaining the attendance of witnesses.

The **insured** shall further cooperate with the Company and do whatever is necessary to secure and effect any rights of indemnity, contribution, or apportionment which the **insured** may have.

In the event the **insured** is entitled by law to select independent counsel to defend it, the following shall apply:

a. The attorney fees and all other litigation expenses we must pay to that counsel are limited to the rates we would actually pay to counsel that we retain in the ordinary course of business in the defense of a similar **claim** or **suit** in the community where the **claim** or **suit** arose or is being defended; and

b. We may exercise the right to require that such counsel have certain minimum qualifications with respect to their competency, including experience in defending **claim(s)** or **suits** similar to the one pending against the **insured**, and to require such counsel to have errors and omissions insurance coverage. With respect to any such counsel, the **insured** agrees that counsel will timely respond to our request for information regarding the **claim** or **suit**. The **insured** may at any time waive its right to select independent counsel.

With regard to **COVERAGE E – PROFESSIONAL LIABILITY** only, if a settlement amount is acceptable to the claimant or claimants, and the Company recommends said settlement to the first **Named Insured**, the first **Named Insured** may

elect to allow the settlement of the **claim** or **suit** as recommended subject to all applicable policy terms including any deductible or self-insured retention provisions. Alternatively, the first **Named Insured** may elect not to allow such a settlement and continue to contest the **claim** or **suit** or continue any legal proceedings in connection with such **claim** or **suit**. However, if the first **Named Insured** elects to not settle and continues to contest the **claim** or **suit** or continue any legal proceedings in connection with such **claim** or **suit**, then the Company's liability for the **claim** or **suit** shall not exceed the amount for which the **claim** or **suit** could have been settled plus **defense costs** incurred up to the date of such refusal. Such amounts are subject to the Limits of Insurance and any deductible or self-insured retention provisions of the Policy. If the First **Named Insured** is not involved in the **claim** or **suit**, then any consent to settle by any **insured** or additional insured shall not be required and the Company shall have the full and absolute right to settle any **claim** or **suit** as set forth in the Insuring Agreements above.

SECTION VII – CONDITIONS

1. Bankruptcy

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

2. Cancellation

a. This policy may be cancelled by the first **Named Insured** shown in the Declarations or by Endorsement by mailing or delivering advance written notice to us stating the effective date of cancellation.

b. This policy may be cancelled by us for the following reasons:

(1) Non-payment of premium;

(2) Material misrepresentation or fraud by you;

(3) Material change in your **covered operations** or **professional services**, or the material change in the use or operation of an **insured location(s)** from the use contemplated in the application and/or supporting materials which results in a materially increased likelihood of frequency and/or severity of **pollution condition(s)** or **claim(s)** without prejudice to other remedies;

(4) Material change in the nature of risk, as outlined in the application and submission materials on file with us; or

(5) The **insured's** failure to comply with the terms and conditions under this policy including the failure to pay any additional premium when due, any deductible or self-insured retention amount or audit premium when due;

by mailing to the first **Named Insured**, at the last known address, written notice of not less than ten (10) days if cancellation is for either reasons **(1)** or **(2)** above, or sixty (60) days if cancellation is for either reasons **(3)**, **(4)**, or **(5)** above. Proof of mailing of notice shall be sufficient proof of notice. The **policy period** will end on the effective date and hour of cancellation stated in the notice of cancellation.

3. Changes

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed, except by Endorsement issued by the Company to form a part of this policy.

4. Choice of Law

The **insured** and the Company agree that all matters or disputes arising hereunder, including any questions relating to the validity, interpretation, performance, and enforcement of this policy, the meaning, interpretation or operation of any term, condition, definition or provision, or the fulfillment of any party of any obligation with respect to the policy, shall be determined in accordance with the law and practices of the State of New York without giving effect to New York conflict of law principles.

5. Choice of Forum

The **insured** and the Company agree that in the event a dispute arises under the policy relating to the validity, interpretation, performance, and enforcement of the policy, the meaning, interpretation or operation of any term, condition, definition or provision, or the fulfillment of any party of any obligation with respect to the policy, all litigation shall take place in the State of New York, and that all parties shall submit to the jurisdiction of any court of competent jurisdiction within the State of New York, including federal courts, and will comply with all the requirements necessary to give such court jurisdiction. In the event of arbitration or other forms of dispute resolution, such resolution shall take place in the State of New York. Nothing in this clause constitutes or should be understood to constitute a waiver of the Company's rights to remove an action to a United States District Court.

6. Headings

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

7. Inspection and Survey

a. With reasonable notice to the **insured**, we shall be permitted, but not obligated, to inspect the **insured's** property and/or operations. Neither our right to make inspections nor any report thereon, shall constitute an undertaking, on

behalf of or for the benefit of you or others, to determine or warrant that such property or operations are safe or in compliance with environmental law, or any other law.

b. We may be permitted, but not obligated, to interview persons employed by the **insured**;

c. The **insured** agrees to provide appropriate personnel to assist our representatives during any inspection.

8. Legal Action Against Us

No person or organization has the right under this policy:

a. To join us as a party or otherwise bring us into a **suit** asking for damages from an **insured**; or

b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an **insured**; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable 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. For purposes of this condition, a consent judgment, stipulated judgment, agreed judgment, consent decree or consent order reached without our written agreement is neither an agreed settlement nor a final judgment.

9. Limitation of Damages

Our damages for extra-contractual liability, bad faith, or similar damages under this policy is limited to one (1) times the relevant policy limit applicable to the underlying matter.

10. Other Insurance

With respect to **COVERAGES A**, **B** and **C**, if other valid and collectible insurance is available to the **insured** for a loss we cover under **COVERAGES A**, **B** or **C** of this policy, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **(2)** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **(3)** below.

b. Excess Insurance

(1) This insurance is excess over:

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

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for **your work**;

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for **property damage** to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, **unmanned aircraft**, **autos** or watercraft to the extent not subject to Exclusion **a.** of **SECTION I** – **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you are an additional **insured**.

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

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

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductibles and self-insured amounts under all that other insurance.

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

c. Method Of Sharing

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

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

With respect to **COVERAGES D and E,** if other valid and collectible insurance is available to any **insured** covering **bodily injury**, **property damage**, **loss, cleanup costs, emergency remediation costs, claim(s), suit(s),** damages and/or Supplementary Payments, including but not limited to **defense costs**, also covered by this policy, other than a policy that is specifically written to apply in excess of this policy, the insurance afforded by this policy shall apply in

excess of, and shall not contribute with, such other insurance as to defense and/or indemnity. The **insured** shall promptly, upon the request of the Company, provide the Company with copies of all such policies or documentation.

11. Other Insurance Issued By Us

If any **bodily injury**, **property damage**, advertising injury, personal injury, **loss**, damages, **cleanup costs**, **emergency remediation costs**, **occurrence**, **claim, suit,** offense, and/or Supplementary Payments covered under this policy is also covered in whole or in part under any other insurance issued by us or an affiliate company, and both this policy and such other insurance cover the **insured** for **bodily injury**, **property damage**, advertising injury, personal injury, **loss**, damages, **cleanup costs**, **emergency remediation costs**, **occurrence**, **claim, suit,** offense, and/or Supplementary Payments arising out of:

a. Substantially the same or related general harmful conditions, substances, **pollutants** or **microbial substances**, or repeated or continuous exposure to substantially the same or related harmful conditions, substances, pollutants or **microbial substances**, or

b. **Bodily injury**, **property damage**, advertising injury, personal injury, **loss**, damages, **cleanup costs**, **emergency remediation costs**, **occurrence**, **claim, suit,** offense, and/or Supplementary Payments which extend(s) over a period of days, weeks, months or longer,

then all such **bodily injury**, **property damage**, advertising injury, personal injury, **loss**, damages, **cleanup costs**, **emergency remediation costs**, **occurrence**, **claim, suit,** offense, and/or Supplementary Payments shall be deemed to have taken place only during the first **policy period** of such policies in which any of the **bodily injury**, **property damage**, advertising injury, personal injury, **loss**, damages, **cleanup costs**, **emergency remediation costs**, **occurrence**, **claim, suit,** offense, and/or Supplementary Payments is covered took place, and all damages arising from such **bodily injury**, **property damage**, advertising injury, personal injury, **loss**, damages, **cleanup costs**, **emergency remediation costs**, **occurrence**, **claim**, **suit**, offense, and/or Supplementary Payments shall be deemed to have arisen from one **occurrence**, offense, **claim**, or **suit**, and shall be subject to any remaining Each Occurrence Limit applicable to the policy for such first **policy period**.

In no event shall we pay more for **bodily injury**, **property damage**, advertising injury, personal injury, **loss**, damages, **cleanup costs**, **emergency remediation costs**, **occurrence**, offense, **claim, suit,** and/or Supplementary Payments covered under this policy and all such other insurance than the limits of insurance set forth in the Declarations of this policy.

12. Premium Audit

a. We will compute all premiums for this policy in accordance with our rules and rates.

b. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first **Named Insured** shown in the Declarations or as amended by Endorsement. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the **policy period** is greater than the earned premium, we will return the excess to the first **Named Insured**, subject to the minimum premium stated within the policy.

c. The first **Named Insured** must keep records of the information we need for premium computation, and send us copies at such times as we may request.

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

13. Premium Payment

The first **Named Insured** shown in the Declarations:

a. Is responsible for the payment of all premiums due; and

b. Will be the payee for any return premiums we pay.

14. Representations

You represent that all information and statements contained in the application and submission are true, accurate and complete. All such information and statements are the basis for our issuing this policy and shall be considered as incorporated into and shall constitute part of this policy and material to its issuance. Misrepresentation of any material fact may be grounds for the rescission of this policy.

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

15. Separation of Insureds

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

a. As if each Named **insured** were the only **Named insured**; and

b. Separately to each **insured** against whom a **claim** is made or **suit** is brought.

16. Sole Agent

The first **Named Insured** shown in the Declarations shall act on behalf of, and serve as the sole agent for all **insureds** with respect to the return or payment of any premiums or retained amounts, the issuance by the Company of the policy, the receipt or acceptance of any Endorsements issued to form a part of the policy or the receiving of any notices from the Company required by this policy.

17. Subrogation

In the event of any payment under this policy by the Company, the Company shall be subrogated to all of the rights of recovery against any person or organization, and the **insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **insured** shall do nothing to prejudice such rights.

Any recovery as a result of subrogation proceedings arising out of the payment of loss covered under this policy shall accrue first to the **insured** to the extent of any payments in excess of the limit of coverage; then to the Company to the extent of its payment under the policy; and then to the **insured** to the extent of its deductible or self-insured retention. Expenses incurred in such subrogation proceedings shall be apportioned among the interested parties in the recovery in the proportion that each interested party's share in the recovery bears to the total recovery.

18. Transfer of Policy

This policy shall be void if assigned or transferred without our written consent.

SECTION VIII - CANCELLATION AND NON-RENEWAL EFFECT ON EXTENDED REPORTING PERIODS; AND EXTENDED REPORTING PERIODS APPLICABLE ONLY TO COVERAGE D.3 – THIRD PARTY CLAIM(S) FOR NON-OWNED DISPOSAL SITE(S), COVERAGE D.5 – NAMED INSURED'S LOCATION(S) AND COVERAGE E – PROFESSIONAL LIABILITY

1. CANCELLATION AND NON-RENEWAL EFFECT ON EXTENDED REPORTING PERIODS

a. The **insured** may be entitled to one or more Extended Reporting Periods, as described below if:

(1) This policy is cancelled or non-renewed, except if such cancellation or non-renewal is based upon any of the following reasons:

(a) Non-payment of premium;

(b) Material misrepresentation or fraud by you;

(c) Material change in your **covered operations** or **professional services**, or the material change in the use or operation of an **insured location(s)** from the use contemplated in the application and/or supporting materials which results in a materially increased likelihood of frequency and/or severity of **pollution condition(s)** or **claim(s)** without prejudice to other remedies;

(d) The **insured's** failure to comply with the terms and conditions under this policy including the first **Named Insured's** failure to pay any deductible, self-insured retention or premium when due;

by mailing or delivering to the first **Named Insured**, at the last known address, written notice of cancellation at least ten (10) days before the effective date of cancellation if we cancel for either reasons **(a)** or **(b)** above, or sixty (60) days before the effective date of cancellation if we cancel for either reasons **(c)** or **(d)** above. Proof of mailing of notice shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall be the end of the **policy period**.

(2) With respect to an **insured location**:

(a) There is a deletion of an **insured location**; or

(b) The sale, giving away, condemning, abandonment, leasing or subleasing unless the leasing or subleasing has been approved in writing by the underwriter prior to the commencing of the leasing or subleasing of such an **insured location** by you, or

(3) We renew or replace the coverage provided under **Coverage D.3 – Third Party Claim(s) For Non-owned Disposal Site(s)**, **Coverage D.5** – Named Insured's Location(s) or **COVERAGE E – PROFESSIONAL LIABILITY** of this policy with insurance that:

(a) Has a **retroactive date** later than the date shown in the Declarations and/or shown on any subsequent Endorsement or SCHEDULE; or

(b) Does not apply on a claims-made basis.

2. EXTENDED REPORTING PERIODS

With respect to **Coverage D.3 – Third Party Claim(s) For Non-owned Disposal Site(s)**, **Coverage D.5 – Named Insured's Location(s)** and **COVERAGE E – PROFESSIONAL LIABILITY**:

a. An **insured** shall be entitled to an Automatic Extended Reporting Period, and the first **Named Insured** may be entitled to purchase an Optional Extended Reporting Period upon cancellation or non-renewal of the policy, unless cancellation or non-renewal is for one of the reasons set forth in Paragraph **1. CANCELLATION AND NON-RENEWAL EFFECT ON EXTENDED REPORTING PERIODS** above. The automatic and Optional Extended Reporting Periods are more fully described in Paragraphs **b.** and **c.** below.

If the first **Named Insured** renews this policy, the first **Named Insured** shall be entitled to a renewal extended reporting period, as described more fully in Paragraph **d.** below. The automatic, the optional or the renewal extended reporting periods shall not reinstate or increase any of the Limits of Insurance of this policy, extend the **policy period** or change the scope of coverage provided.

These extended reporting periods apply only to **claim(s)** made by a third party for **cleanup costs** or **loss** for **bodily injury** or **property damage** which is caused by a **pollution condition** on, at, under or migrating from an **insured location** or a **non-owned disposal site(s)**, or to **cleanup costs** caused by a **pollution condition** on, at under or migrating from an **insured location** which is first discovered during the **policy period**, or to **claim(s)** first made during the **policy period** resulting from actual or alleged acts, errors or omissions in the performance of **professional services**.

The **pollution condition** under **Coverage D.3 – Third Party Claim(s) For Non-owned Disposal Site(s)** and **D.5 – Named Insured's Location(s)**, and/or the actual or alleged acts, errors or omissions under **COVERAGE E – PROFESSIONAL LIABILITY** must take place on or after the **retroactive date** and before the end of the **policy period**. Once in effect, extended reporting periods may not be cancelled except for the reasons set forth in Paragraph **1. CANCELLATION AND NON-RENEWAL EFFECT ON EXTENDED REPORTING PERIODS** above.

b. Automatic Extended Reporting Period

Solely with respect to a **claim**, provided that:

(1) The first **Named Insured** has not renewed this policy or purchased any other insurance to replace this insurance which applies to a **claim** or **pollution condition(s)** otherwise covered by this policy; and,

(2) The first **Named Insured** has not purchased the Optional Extended Reporting Period available under Paragraph **c.** of this Section,

An **insured** shall have the right to the following:

(1) A period of sixty (60) days following the effective date of such cancellation or non-renewal of the policy, unless cancellation or non-renewal is for one of the reasons set forth in Paragraph **1. CANCELLATION AND NON-RENEWAL EFFECT ON EXTENDED REPORTING PERIODS** above, in which to provide written notice to the Company of **claim(s)** first made against the **insured** during the **policy period**, or to **pollution condition(s)** first discovered by you, during the **policy period** and reported to us in writing during the **policy period** or Automatic Extended Reporting Period.

Such a **claim** reported to the Company within the Automatic Extended Reporting Period will be deemed to have been made and reported on the last day of the **policy period**, provided that the **claim** arises from:

(a) A pollution condition that first commenced before the end of the **policy period** and is otherwise covered by this policy, or

(b) an actual or alleged act, error or omission in the performance of **professional services** rendered by the **insured** that takes place before the end of the **policy period**.

No part of the Automatic Extended Reporting Period shall apply if the Optional Extended Reporting Period is purchased.

c. Optional Extended Reporting Period

At the company's sole discretion, the first **Named Insured** may be entitled to purchase an Optional Extended Reporting Period upon cancellation or non-renewal of the policy. An Optional Extended Reporting Period will not be made available if cancellation or non-renewal is for one of the reasons set forth in Paragraph **1. CANCELLATION AND NON-RENEWAL EFFECT ON EXTENDED REPORTING PERIODS** above. If an Optional Extended Reporting Period is made available:

(1) A **claim** first made against the **insured** and reported to the Company within the Optional Extended Reporting Period, if purchased in accordance with the provisions contained in Paragraph **(2)** below, will be deemed to have been made and reported on the last day of the **policy period**, provided that the **claim** arises from:

(a) a **pollution condition** that first commenced before the end of the **policy period** and is otherwise covered by this policy; or

(b) an actual or alleged act, error or omission in the performance of **professional services** rendered by the **insured** that takes place before the end of the **policy period**.

(2) The Company shall issue an Endorsement providing an Optional Extended Reporting Period of up to thirty-six (36) months from termination of coverage provided that the **Named Insured**:

(a) Makes a written request for such Endorsement which the Company receives within sixty (60) days after termination of coverage as defined herein; and

(b) Pays the additional premium when due. If that additional premium is paid when due, the extended reporting period may not be cancelled, except for the reasons set forth in Paragraph **1. CANCELLATION AND NON-RENEWAL EFFECT ON EXTENDED REPORTING PERIODS** above. provided that all other terms and conditions of the policy continue to be met.

For purposes of the Optional Extended Reporting Period, cancellation or non-renewal of coverage occurs at the time of cancellation or non-renewal of this policy by the **Named Insured** or by the Company, or at the time of the Company's deletion of a location which previously was an **insured location**, if earlier. The Optional Extended

Reporting Period is available to the **Named Insured** for not more than 200% of the Total Premium for This Policy stated in the Declarations.

d. Renewal Extended Reporting Period

Provided that the **Named Insured** has renewed this policy with the Company or an affiliate of the Company designated by the Company, an **insured** shall have the right to the following:

(1) A period of sixty (60) days following the expiration of this policy's **policy period** in which to provide written notice to the Company under this policy's **policy period** of **claim(s)** first made against the **insured** within thirty (30) days prior to the expiration of this policy's **policy period** or a **pollution condition** first discovered within thirty (30) days prior to the expiration of the policy's **policy period**.

A **claim** first made against the **insured** within thirty (30) days prior to the expiration of the policy's **policy period** or a **pollution condition** first discovered within thirty (30) days prior to the expiration of the policy's **policy period** and which **claim** or **pollution condition** is reported to the Company within this renewal extended reporting period will be deemed to have been made and reported on the last day of this policy's **policy period**.

SECTION IX – DEFINITIONS

1. **Advertisement** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
   - **a.** Notices that are published include material placed on the Internet or on similar electronic means of communication; and
   - **b.** Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an **advertisement**.
2. **Auto** means:
   - **a.** A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
   - **b.** Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

   However, **auto** does not include **mobile equipment**.
3. **Bacteria** means any type or form of bacteria and any materials or substances that are produced or released by bacteria.
4. **Biometric Identifier** means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry.
5. **Biometric Information** means any information, regardless of how it is captured, converted, stored, or shared, based on an individual's **biometric identifier** used to identify an individual.
6. **Bodily Injury** means:
   - **a.** Physical injury, sickness or, disease, sustained by any person, including death, and solely with respect to this Paragraph **6.a.** of this definition, medical monitoring resulting from any of these; and
   - **b.** Mental anguish or emotional distress sustained by any person.
7. **Carrier** means any person or entity, other than any **Named Insured** or a subsidiary or affiliated company of any **Named Insured**, engaged by or on behalf of any **Named Insured**, and in the business of and properly licensed to transport property including **your products**, waste or materials for hire by **auto**, aircraft, watercraft or rolling stock.
8. **Certified Industrial Hygienist** means a licensed professional currently certified per the requirements as established by the American Board of Industrial Hygiene mutually agreed upon by the Company and the **Named Insured** and who has experience in the investigation, assessment and remediation of **microbial substances**.
9. **Claim** means the written assertion of a legal right to money or services received by an **insured** from a third party, including but not limited to suits or civil actions, alleging liability or responsibility on the part of the **insured** for damages, loss, **bodily injury, property damage, personal and advertising injury liability and/or cleanup costs.**
10. **Cleanup Costs** means:
    - **a.** The reasonable and necessary expenses incurred for the investigation, monitoring, testing, removal, abatement, containment, treatment, detoxifying, neutralization, encapsulation or disposal of **pollution condition(s)** to the extent required by applicable federal, state or local governmental law, rule, regulation or order under which the **insured** has or may have a legal obligation; and
    - **b.** With respect to **microbial substances** coverage provided under **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, if purchased, in the absence of any applicable law, rule, regulation or order established pursuant to **a.** above, to the extent recommended in writing by a **Certified Industrial Hygienist** retained with our prior written consent or as required by court; and
    - **c.** **Restoration costs**; and

d. **Emergency remediation costs** with respect to coverage provided under **Coverage D.6 – Emergency Remediation Costs.**

11. **Communicable Disease** means A disease, illness or condition, including any variant(s) or mutational strains thereof, that can be transmitted directly or indirectly from person-to-person, animal (including insect)-to-person, animal-to-animal (including insect), or from the inanimate environment to a human or animal, by contact, exposure, or by means of plants, vector or fomites.

12. **Completed Operations** means **covered operations** that have been completed.

Covered Operations will be deemed completed at the earliest of the following times:

a. When all of the work called for in your contract has been completed.

b. When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

c. When that part of **your work** done at a job site has been put to its intended use by any person or organization other than another contractor or sub-contractor working on the same project.

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

13. **Computer system** means:

a. Any computer hardware, including but not limited to:

(1) Computers;

(2) Transportable, mobile or handheld devices;

(3) Data storage and data processing devices;

(4) Networking equipment and backup facilities, including cloud computing devices and facilities;

(5) Associated input and output devices (including, but not limited to, wireless and mobile devices);

(6) Any related peripheral components; or

(7) Communication networks, connected to or used in connection with such computers, equipment, facilities or devices.

b. Firmware and electronic instructions that direct the operation and function of a computer or devices connected to it, which enables the computer or devices to receive, process, store or send **electronic data**.

14. **Confidential information** means nonpublic information, **confidential information**, personal information or personal data, including, but not limited to:

a. Non-public information about a person that allows such person to be uniquely and reliably identified or allows access to the person's financial account or medical records information.;

b. Patents, trade secrets, processing methods, customer or customer-related information (including, but not limited to, customer lists); or

c. Business plans or records, financial information, personally identifiable information, credit or payment card information (including, but not limited to, credit, debit or stored value cards), medical or health information or any type or combination of types of the foregoing.

15. **Controlled (wrap-up) insurance program** means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s). **Controlled (wrap-up) insurance program** includes but is not limited to owner-controlled insurance programs, project manager-controlled insurance programs, contractor-controlled insurance programs, university-controlled insurance programs, and project-specific policies.

16. **Coverage territory** means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada; and

b. All other parts of the World, if the **insured's** responsibility to pay damages is determined in a legal action or **suit** on the merits, in any court of competent jurisdiction within the territory described in **a.** above or in a settlement we agree to. However, whenever coverage provided by this policy would be in violation of U.S. export controls or trade sanctions, such coverage is null and void and will be deemed not to be within the **coverage territory**.

17. **Covered Operations** means those activities performed for a third party by you or on your behalf at a site not owned or leased by you and as are set forth and described in your application. **Covered operations** do not include **completed operations**.

18. **Defense Costs** means any reasonable and necessary fees charged by an attorney designated by the Company, and where the **insured** has the legal right to select independent counsel, the rates we would actually pay to counsel that we retain in the ordinary course of business in the defense of a similar **claim** or **suit** in the community where the **claim** or **suit** arose or is being defended, as well as other reasonable and necessary costs, including but not limited to expert witnesses and court reporters, in connection with the investigation, adjustment, settlement, defense or appeal of a **claim** or **suit**. It does not include the salaries of our regular **employees** or supervisory counsel retained by us, or any cost or expense incurred by the **insured** in assisting in the investigation or defense of the **claim** or **suit**.

19. **Electronic data** means information, facts, images, sounds 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. **Electronic data** is not tangible property.

20. **Emergency remediation costs** means those reasonable and necessary costs, charges, and expenses which qualify as **cleanup costs** incurred by or on behalf of the **Named Insured** to take emergency action in response to a **pollution condition,** caused by **covered operations**, under **Coverage D.1 – Contractors Pollution Legal Liability, Coverage D.2** – **Third Party Claim(s) for Contingent Transportation, and Coverage D.5 – Named Insured's Location(s)** only, within seven (7) days of the first commencement of the pollution condition. Such **emergency remediation costs** must be essential and necessary to contain, control or mitigate a **pollution condition** that poses an imminent and substantial endangerment or threat to the public, human health, or the environment, as defined by the regulating agencies and environmental laws that require immediate response. **Emergency remediation costs** do not include any profit element of any **insured**.

21. **Employee** includes a **leased worker**. **Employee** does not include a **temporary worker**.

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

23. **Fungi / Fungus** means any type or form of **fungus**, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by **fungi**, but does not include any **fungi** intended by the **insured** for consumption.

24. **Green building materials** mean any building products or construction materials that are recognized by the Leadership in Energy and Environmental Design (LEED) or Energy Star as:
    a. Being environmentally preferable or sustainable; or
    b. Providing enhanced energy efficiency that is required to bring existing real property into compliance with applicable and enforceable codes, laws or regulations.

    Green building materials do not include any other added costs as a consequence of the use of **green building materials** including but not limited to delay costs.

    Green building materials shall only be installed by Certified Green Contractors.

25. **Impaired property** means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:
    a. It incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
    b. You have failed to fulfill the terms of a contract or agreement;

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

26. **Insured** means the definitions set forth in the respective Coverages in **SECTION III – WHO IS AN INSURED** or otherwise added by Endorsement.

27. **Insured contract** means:

    For **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**:
    a. A written contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an **insured contract**;
    b. A sidetrack agreement;
    c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
    d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
    e. An elevator maintenance agreement;
    f. That part of any other written contract or written agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
    Paragraph **f.** does not include that part of any contract or agreement:
    (1) That indemnifies a railroad for **bodily injury** or **property damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
    (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

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

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the **insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the **insured's** rendering or failure to render **professional services**, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

For **Coverage D.1 – Contractors Pollution Legal Liability**, **Coverage D.2 – Third Party Claims(s) for Contingent Transportation**, and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**:

a. Any contract or agreement in writing for performance of your **covered operations** whereby the **Named Insured** assumes the tort liability of another party to pay for damages because of **loss** for **bodily injury** or **property damage** to a third person, firm or organization and directly caused by **pollution condition(s)**. An **insured contract** does not include that part of any contract or agreement by which the **Named Insured** assumes liability for the sole negligence or tortious conduct of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement. Such contract or agreement must be in writing and executed prior to the first **occurrence** of the **bodily injury** or **property damage**, or when the **pollution condition** first occurs, whichever is earliest.

28. Insured Location means a location in the **coverage territory** owned, rented, occupied, or leased by the **Named Insured** during the **policy period**. Occupied does not include a jobsite where **your work**, as described in **SECTION IX - DEFINITIONS**, Paragraph **51. a. (1)**, is being performed. For purposes of **Coverage D.5 – Named Insured's Location(s)** only, **Insured Location** means solely a location as defined in **12.a.** of **coverage territory** owned, rented, occupied or leased by the **Named Insured** during the **policy period** and scheduled to this policy specifically for coverage under **Coverage D.5 – Named Insured's Location(s)** if purchased and selected on the Declarations page of this policy.

29. Leased worker means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. **Leased worker** does not include a **temporary worker**.

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 an aircraft, watercraft, rolling stock, or **auto**;

b. While it is in or on an aircraft, watercraft, rolling stock, or **auto**; or

c. While it is being moved from an aircraft, watercraft, rolling stock, or **auto** to the place where it is finally delivered;

but **loading or unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft, rolling stock, or **auto**.

31. Loss means a monetary judgment, award or settlement of compensatory damages and punitive or exemplary damages, where such coverage is allowable by law, for **bodily injury** and/or **property damage**.

32. Microbial Substance means any substance that reproduces through release of spores or the splitting of its own cell including but not limited to mold, mildew, spores, **fungi**, **bacteria** and Legionella Pnuemophila whether or not the **microbial substance** is living**. Microbial Substance** does not include virus.

33. Mobile equipment means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**:

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or
(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

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

34. Named Insured means the person, individual, partnership, corporation or entity listed in the Declarations or expressly added as a **Named Insured** by Endorsement. The person, individual, partnership, corporation or entity first listed in the Declarations shall be considered the first **Named Insured**.

35. Natural Resource Damage means the physical injury to, destruction of, or the assessment of physical 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, pertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act 16 U.S.C.1801 et seq.), any State, Local, Provincial, foreign government, or Indian 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 any waste treatment, waste storage or waste disposal facilities, which are utilized by or on the behalf of the **Named Insured** for waste generated from **covered operations** or an **insured location**, provided that as of the date that the waste was delivered to the waste treatment, waste storage or waste disposal facility, the facility(ies):

a. Are within the United States of America (including its territories and possessions), Puerto Rico and Canada;
b. Are not owned, operated or managed by the **insured** or any subsidiary or affiliate of the **insured**;
c. Are properly licensed to accept such waste for treatment, storage or disposal; and
d. Are not listed, formerly listed, or proposed for listing on the federal National Priorities List, State equivalent, or local equivalent list;
e. Are not subject to, and have not been subject to in the previous four years, an information request under Section 104(e) of the Comprehensive Environmental Response, Compensation, and Liability Act or Section 3007(a) of the Resource Conservation and Recovery Act, or a State or local equivalent request; and
f. Are not owned or operated by a bankrupt or financially insolvent entity.

37. Occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, that is unexpected and unintended from the standpoint of a reasonable person.

38. Personal and advertising injury means injury, including consequential **bodily injury,** arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;
b. Malicious prosecution;
c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
f. The use of another's advertising idea in your **advertisement**; or
g. Infringing upon another's copyright, trade dress or slogan in your **advertisement**.

39. Policy period means the period of time stated in the Declarations, or any shorter period arising as a result of cancellation.

40. Pollutants mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, lead, asbestos, silica, silt, sediment, hazardous substances, hazardous materials, legionella, electromagnetic fields, low level radioactive material, medical, infectious and pathologic waste and waste materials. Waste includes materials to be recycled, reconditioned or reclaimed. For purposes of **Coverage D.4 – Microbial Substance Contractors Pollution Liability** only, **pollutants** mean **microbial substances.**

41. Pollution condition(s) means the discharge, dispersal, release, seepage, migration, or escape of **pollutants** into or upon land, any structure on land, the atmosphere or any watercourse or body of water, including groundwater.

42. Products-completed operations hazard:

a. Includes all **bodily injury** and **property damage** occurring away from premises you own or rent and arising out of **your product** or **your work** except:
  (1) Products that are still in your physical possession; or
  (2) Work that has not yet been completed or abandoned. However, **your work** will be deemed completed at the earliest of the following times:
    (a) When all of the work called for in your contract has been completed.
    (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
    (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

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

43. Professional services mean those services performed by you or on your behalf, that are related to your practice as an architect, engineer, consultant, or surveyor that are performed for others for a fee.

44. Property damage means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it.

c. For **COVERAGE D – CONTRACTORS POLLUTION LIABILITY** only, **property damage** includes **cleanup costs** of third party property, not to exceed the legal measure of damages; and

d. For **COVERAGE D – CONTRACTORS POLLUTION LIABILITY** and **COVERAGE E – PROFESSIONAL LIABILITY** only, **property damage** includes **natural resource damage**.

e. Diminution in value of third-party property.

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

45. Responsible insured means your current and former directors, officers, principals, partners, managers, insurance and risk managers, all facility managers, and those persons responsible for the environmental, health, safety or legal affairs of the **Named Insured**.

46. Restoration costs mean the reasonable and necessary costs incurred by the **insured** to restore or repair real or personal property of third parties to substantially the same condition it was in prior to being damaged during work performed in the course of conducting **cleanup costs** resulting from a covered **loss** under this policy. These costs shall not exceed the actual cash value of the real or personal property**,** prior to the **pollution condition(s)** that resulted in a covered **loss**. **Restoration Costs** includes the cost of **green building materials**, if legally required to bring existing real property into compliance with applicable and enforceable codes, laws or regulations, but only to the extent specifically required.

Restoration costs do not include costs for improvements or betterments and shall not include any additional costs to bring the existing real or personal property into compliance with any code, law or regulation that was not applicable and or enforced against the real or personal property before it was damaged, except for the cost of **green building materials** as set forth in the paragraph above.

47. Retroactive date means the date set forth in the Declarations which is the earliest date a **pollution condition** can commence, or an actual or alleged act, error or omission can take place for coverage under this policy. If the words Not Applicable or N/A appear in the Declarations, then a **retroactive date** shall not apply. If no entry appears, then the **Retroactive date** is the policy inception date.

48. Suit means a civil proceeding in which damages because of **bodily injury, property damage**, **personal and advertising injury, cleanup costs** or **professional services** 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. **Temporary worker** means a person who is furnished to you to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.

50. **Transportation** means the movement of **your products**, materials or waste by **auto**, aircraft, watercraft or rolling stock including the **loading or unloading** of **your products**, materials or wastes. **Transportation** does not mean the movement of **your products**, materials or waste by **unmanned aircraft**.

51. **Unmanned aircraft** means an aircraft that is not:
    a. Designed;
    b. Manufactured; or
    c. Modified after manufacture;

    to be controlled directly by a person from within or on the aircraft.

52. **Underground storage tank** means any tank with associated piping and equipment connected thereto which has more than ten (10) percent of its volume below ground. Underground storage tank does not include sump pumps, oil/water separators or storm water collection systems.

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

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

55. **Your work**:
    a. Means:
        (1) Work or operations performed by you or on your behalf; and
        (2) Materials, parts or equipment furnished in connection with such work or operations.
    b. Includes:
        (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your work**, and
        (2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED CYBER COVERAGE

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2048175-10	10/9/2025	10/9/2026	10/9/2025

THE SECURITY BREACH LIABILITY INSURING AGREEMENT CONTAINED IN THIS ENDORSEMENT PROVIDES COVERAGE FOR DEFENSE COSTS WHICH ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMIT OF INSURANCE. PAYMENT OF DEFENSE COSTS UNDER THIS ENDORSEMENT WILL REDUCE THE LIMIT OF INSURANCE.

This Endorsement shall not increase our limits of insurance, as shown in the Declarations, or otherwise applicable under this policy. Claims and claim-related costs paid by us pursuant to this Endorsement shall reduce the General Aggregate Limit. Upon exhaustion of the General Aggregate Limit, we shall have no obligation to make any further payments to, or on behalf of, the insured for defense, indemnification, or otherwise.

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. The following is added to SECTION I – COVERAGES

CYBER – INSURING AGREEMENTS

Coverage provided under Insuring Agreements **1. Security Breach Expense**, **2. Extortion Threats**, **3. Replacement Or Restoration Of Electronic Data**, and **4. Public Relations Expense**, applies to **loss** resulting directly from a **cyber incident**, **extortion threat**, or **security breach** which is first **discovered** during the **policy period** shown in the Declarations or during the period of time provided in **CONDITION 3. Extended Period To Discover Loss**, in **SECTION VII - CONDITIONS**, and which first takes place on or after the Retroactive Date shown in the Declarations and before the end of the **policy period** shown in the Declarations.

Any **cyber incident**, **extortion threat**, **security breach** or **claim** that arises out of the same facts or circumstances and results in **loss** under one or more of the following Insuring Agreements will be deemed to be related and, as such, will be deemed to have been **discovered** during the earliest **policy period** that any such related **cyber incident**, **extortion threat**, **security breach** or **claim** was **discovered**.

1. Security Breach Expense

a. We will pay for **loss** resulting directly from a **security breach** that is first **discovered** during the **policy period**.

With respect to this Insuring Agreement:

(1) Loss means **security breach expenses.**

(2) Security breach expenses means:

(a) Forensics

The costs to establish whether a **security breach** has occurred or is occurring. If a **security breach** has occurred, the following costs are also included:

(i) Costs to investigate the cause, scope and extent of a **security breach** and to identify any affected parties; and

(ii) Costs to determine any action necessary to remediate the conditions that led to or resulted from a **security breach** including, but not limited to, fees paid for legal and other professional advice on how to respond to the **security breach**;

(b) Notification

Costs to notify all parties affected by a **security breach** including, but not limited to, notice to be transmitted through media required by **privacy regulations**;

(c) Overtime Salaries

Overtime salaries paid to **employees** assigned to handle inquiries from the parties affected by a **security breach**;

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(d) Call Center
Fees and costs of a company hired by you for the purpose of operating a call center to handle inquiries from the parties affected by a **security breach**;

(e) Post-event Monitoring
Costs to provide credit and identity monitoring services to the affected parties of a **security breach** for up to one year, or longer if required by applicable law, from the date of notification to those affected parties of such **security breach**; and

(f) Other Expenses
Any other reasonable expenses incurred by you with our written consent.

Security breach expenses do not include any costs or expenses associated with upgrading, maintaining, repairing, remediating or improving a **computer system** as a result of a **security breach**.

2. Extortion Threats

a. We will pay for **loss** resulting directly from an **extortion threat** that is first **discovered** during the **policy period**.

With respect to this Insuring Agreement:

(1) **Loss** means **extortion expenses**.

(2) **Extortion expenses** means:

(a) Fees and costs of:
(i) A security firm; or
(ii) A person or organization;
hired with our consent to determine the validity and severity of an **extortion threat** made against you;

(b) Interest costs paid by you for any loan from a financial institution taken by you to pay a ransom demand;

(c) Reward payments paid by you to an **informant** which lead to the arrest and conviction of parties responsible for **loss**;

(d) Any other reasonable expenses incurred by you with our written consent, including:
(i) Fees and costs of independent negotiators; and
(ii) Fees and costs of a company hired by you, upon the recommendation of the security firm, to determine how to protect your **electronic data** from further threats; and

(e) Ransom payments made in the form of cash, or virtual currency such as, but not limited to, Bitcoin.

3. Replacement Or Restoration Of Electronic Data

a. We will pay for **loss** of your **electronic data** or **computer programs** stored within a **computer system** resulting directly from a **cyber incident** that is first **discovered** during the **policy period**.

With respect to this Insuring Agreement:

(1) **Loss** means the cost to replace or restore your **electronic data** or **computer programs** as well as the cost of data entry, reprogramming and computer consultation services.

Loss does not include the cost to duplicate research that led to the development of your **electronic data** or **computer programs**. To the extent that any of your **electronic data** cannot be replaced or restored, we will pay the cost to replace the media on which such **electronic data** was stored with blank media of substantially identical type.

4. Public Relations Expense

a. We will pay for **loss** due to **negative publicity** resulting directly from a **cyber incident** or a **security breach** first **discovered** during the **policy period**.

With respect to this Insuring Agreement:

(1) **Loss** means **public relations expenses**.

(2) **Public relations expenses** means:
(i) Fees and costs of a public relations firm; and
(ii) Any other reasonable expenses incurred by you with our written consent;
to protect or restore your reputation solely in response to **negative publicity.**

5. Security Breach Liability

a. We will pay for:

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(1) **Loss** that the **insured** becomes legally obligated to pay and **defense costs** as a result of a **claim** that is first **discovered** during the **policy period** for a **wrongful act** or a series of **interrelated wrongful acts** taking place on or after the Retroactive Date shown in the Declarations and before the end of the **policy period** shown in the Declarations.

(2) **Loss** and **defense costs** as a result of a **claim** in the form of a **regulatory proceeding** that is first **discovered** during the **policy period** in response to a **wrongful act** or a series of **interrelated wrongful acts** taking place on or after the Retroactive Date shown in the Declarations and before the end of the **policy period** shown in the Declarations.

b. With respect to this Insuring Agreement:

(1) **Loss** means:

(a) Compensatory damages, settlement amounts and costs awarded pursuant to judgments or settlements;

(b) Punitive and exemplary damages to the extent such damages are insurable by law.

Loss does not include:

(a) Civil or criminal fines or penalties imposed by law.
(b) The multiplied portion of multiplied damages;
(c) Taxes;
(d) Royalties;
(e) The amount of any disgorged profits; or
(f) Matters that are uninsurable pursuant to law.

c. Defense And Settlement

The following provisions also apply to **CYBER INSURING AGREMEEMENT 5. Security Breach Liability**:

(1) We shall have the right and duty to select counsel and defend the **insured** against any **claim** covered under Insuring Agreement **5.a.(1) Security Breach Liability**, even if the allegations of such **claim** are groundless, false or fraudulent. However, we shall have the right but not the duty to defend the **insured** against a **claim** covered under Insuring Agreement **5.a.(2) Security Breach Liability**, and we shall have no duty to defend the **insured** against any **claim** which is not covered under this Insuring Agreement.

(2) We may, upon the written consent of the **insured**, make any settlement of a **claim** which we deem reasonable. If the **insured** withholds consent to such settlement, our liability for all **loss** resulting from such **claim** will not exceed the amount for which we could have settled such **claim**, plus **defense costs** incurred, as of the date we proposed such settlement in writing to the **insured**. Upon refusing to consent to a settlement we deem reasonable, the **insured** shall, at its sole expense, assume all further responsibility for its defense, including all additional costs associated with the investigation, defense and/or settlement of such **claim**.

II. The following EXCLUSIONS APPLICABLE TO CYBER COVERAGE, and any other exclusions added by endorsement, are added to SECTION I – COVERAGES, Paragraph 2. Exclusions. In addition, all exclusions applicable to Coverages A, B, D, and E are also applicable to this Limited Cyber Coverage. To the extent such exclusions applicable to Coverages A, B, D and E differ or conflict, the provisions of this Limited Cyber Coverage Endorsement will apply:

We will not be liable for **loss** or **defense costs** based upon, attributable to or however caused, in whole or in part by, or arising, directly or indirectly out of:

a. Lightning, earthquake, hail, volcanic action or any other act of nature. However, this exclusion shall not apply to **loss** under Insuring Agreement **1. Security Breach Expense, 4. Public Relations Expense or 5. Security Breach Liability**.

b. The dispersal or application of pathogenic or poisonous biological or chemical materials, nuclear reaction, nuclear radiation or radioactive contamination, or any related act or incident, however caused.

c. **Bodily injury** or physical damage to or destruction of tangible property, including loss of use thereof.

d. Any unexplained or indeterminable:

(1) Failure, malfunction or slowdown of a **computer system**; or
(2) Inability to access or manipulate **electronic data**.

e. Any disruption in normal computer function or network service or function due to insufficient capacity to process transactions or due to an overload of activity on a **computer system** or network. However, this exclusion shall not apply if such disruption is caused by a **cyber incident**.

f. Any disruption of:

(1) Internet service; or

(2) Any external telecommunication network;

regardless of the cause. However, this exclusion shall not apply if such disruption is caused by a denial of service attack under Paragraph **b.** of **DEFINITION 4. Cyber incident**.

g. Any failure of, reduction in or surge of power, regardless of the cause.

h. Any actual or alleged violation of the Racketeer Influenced and Corrupt Organizations Act (RICO) and its amendments, or similar provisions of any federal, state or local statutory or common law.

i. Any malfunction or failure of any satellite.

j. Any oral or written publication of material, if done by an **insured** or at an **insured's** direction with knowledge of its falsity.

k. An **insured's** assumption of liability by contract or agreement, whether oral or written. However, this exclusion shall not apply to any liability that an **insured** would have incurred in the absence of such contract or agreement.

l. Any actual or alleged patent or trade secret violation, including any actual or alleged violation of the Patent Act, the Economic Espionage Act of 1996 or the Uniform Trade Secrets Act and their amendments.

m. Any of the following:

(1) The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time;

(2) Any request, demand, order or statutory or regulatory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**; or

(3) Any **claim** or **suit** brought by, or on behalf of, any governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, **pollutants**.

n. Any **claim**, **suit** or other proceeding against an **insured** which was pending or existed prior to the effective date of this Endorsement, or arising out of the same or substantially the same facts, circumstances or allegations which are the subject of, or the basis for, such **claim, suit** or other proceeding.

o. Any **cyber incident**, **extortion threat, security breach, wrongful act** or **interrelated wrongful acts** that any **insured** became aware of prior to the effective date of this Endorsement.

p. The same facts, **cyber incident**, **extortion threat**, **security breach**, **wrongful act** or **interrelated wrongful acts** alleged or contained in any **claim** which has been reported, or in any circumstances of which notice has been given, under any insurance policy of which this Endorsement is a renewal or replacement.

q. Any criminal, dishonest, malicious or fraudulent act or any willful violation of any statute or regulation committed by an **insured**, acting alone or in collusion with others. However, with the exception of **claims** excluded under **EXCLUSION I**., this exclusion shall not apply to dishonest, malicious or fraudulent acts committed by an **employee** which give rise to a **claim** or **loss** covered under Insuring Agreements **1. Security Breach Expense** and **5. Security Breach Liability**.

With the exception of **claims** excluded under **EXCLUSION I.,** we will defend the **insured** against any **claim** alleging such acts or violations until final adjudication is rendered against that **insured**. Final adjudication rendered against one **insured** shall not be imputed to any other **insured**.

We will not provide indemnification for any **claim** to which any **insured** enters a guilty plea or pleads no contest and we will not provide a defense from the time we become aware that any **insured** intends to so plead.

r. Any action or proceeding brought by, or on behalf of, any governmental authority or regulatory agency including, but not limited to:

(1) The seizure or destruction of property by order of a governmental authority; or

(2) Regulatory actions or proceedings brought by, or on behalf of, the Federal Trade Commission, Federal Communications Commission or other regulatory agency, except when covered under Paragraph **a.(2)** of Insuring Agreement **5. Security Breach Liability.**

However, this exclusion shall not apply to actions or proceedings brought by a governmental authority or a regulatory agency acting solely in its capacity as a customer of the **Named Insured**.

s. Any costs or expenses associated with upgrading, maintaining, repairing, remediating or improving a **computer system** regardless of the reason.

t. Any **claim** brought or alleged by one **insured** against another, except for a **claim** brought or alleged by an **employee** against an **insured** as a result of a **security breach**.

u. Fines, penalties or assessments imposed pursuant to contract or agreement, whether oral or written, including, but not limited to, Payment Card Industry (PCI) fines, penalties or assessments.

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v. Any **cyber incident**, **extortion threat**, **security breach**, **wrongful act** or **interrelated wrongful acts** that occurred before the Retroactive Date shown in the Declarations.

III. The following paragraph 3.e. is added to SECTION III – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a **Named Insured** if there is no other similar insurance available to that organization. However:

e. The **CYBER INSURING AGREEMENTS** do not apply to any **loss** or **defense costs** that occurred before you acquired or formed the organization.

IV. The following is added to SECTION V - LIMITS OF INSURANCE

1. Cyber Aggregate Limit Of Insurance

The most we will pay for all **loss**, and **defense costs** if covered, under this coverage is the Cyber Aggregate Limit Of Insurance shown in the Declarations. The Cyber Aggregate Limit of Insurance shall be reduced by the amount of any payment made under the terms of this Endorsement. Upon exhaustion of the Cyber Aggregate Limit of Insurance by such payments, we will have no further obligations or liability of any kind under this Endorsement. This Endorsement shall not increase our limits of insurance, as shown in the Declarations of this policy. **Claims** and **claim**-related costs paid by us pursuant to this Endorsement shall reduce the General Aggregate Limit.

2. The following paragraph **2.g.** is added to **SECTION V - LIMITS OF INSURANCE:**

2. The Cyber Aggregate Limit Of Insurance is the most we will pay for:

g. Loss and **defense costs** under all **CYBER INSURING AGREEMENTS.**

3. Cyber Aggregate Sublimit(s) Of Insurance

Subject to the Cyber Aggregate Limit of Insurance, the most we will pay for all **loss** (and **defense costs** under Insuring Agreement **5. Security Breach Liability**) covered under:

a. Insuring Agreement **1. Security Breach Expense** is the Security Breach Expense Aggregate Sublimit Of Insurance, if any, shown in the Declarations.

b. Paragraph **b.(5)** of Insuring Agreement **2. Extortion Threats** is the Extortion Threats Aggregate Sublimit Of Insurance, if any, shown in the Declarations.

c. Insuring Agreement **3. Replacement Or Restoration Of Electronic Data** is the Replacement Or Restoration Of Electronic Data Aggregate Sublimit Of Insurance, if any, shown in the Declarations.

d. Insuring Agreement **4. Public Relations Expense** is the Public Relations Expense Aggregate Sublimit Of Insurance, if any, shown in the Declarations.

e. Insuring Agreement **5. Security Breach Liability** is the Security Breach Liability and Defense Costs Aggregate Sublimit Of Insurance, if any, shown in the Declarations.

The Aggregate Sublimit(s) of Insurance in Paragraphs **3.a.** through **3.e.** are part of, not in addition to, the Cyber Aggregate Limit of Insurance. Any such Aggregate Sublimit(s) of Insurance shall be reduced by the amount of any payment for **loss** under the Insuring Agreement to which such Aggregate Sublimit of Insurance applies. Upon exhaustion of any Aggregate Sublimit of Insurance by such payments, we will have no further obligations or liability of any kind with respect to **loss** subject to such Sublimit of Insurance.

4. Deductible

Subject to the Limits Of Insurance provisions described above:

a. Under Insuring Agreements **1. Security Breach Expense**, **2. Extortion Threats**, **3. Replacement Or Restoration Of Electronic Data** and **4. Public Relations Expense**:
We will pay only the amount of **loss** which is in excess of the Cyber Deductible Amount shown in the Declarations.

b. Under Insuring Agreement **5. Security Breach Liability**:
We will pay only the amount of **loss** and **defense costs** which is in excess of the Cyber Deductible Amount shown in the Declarations resulting from the same **wrongful act** or **interrelated wrongful acts**. Such Cyber Deductible Amount will be borne by you, self-insured, and at your own risk.

c. In the event a **loss** is covered under more than one Insuring Agreement, only the highest deductible amount applicable to the **loss** shall be applied.

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V. The following CONDITIONS APPLICABLE TO CYBER COVERAGE are added to SECTION VII – CONDITIONS

1. Confidentiality

Under Insuring Agreement **2. Extortion Threats**, **insureds** must make every reasonable effort not to divulge the existence of this coverage.

2. Duties In The Event Of Claim Or Loss

After a situation that results in, or may result in, a **loss** covered under this Endorsement is **discovered**, you must notify us in writing as soon as practicable, but not to exceed 30 days from the date **discovered**, and cooperate with us in the investigation and settlement of the **claim** or **loss**. Additionally:

a. Under Insuring Agreements **2. Extortion Threats** and **3. Replacement Or Restoration Of Electronic Data,** you must:
- **(1)** Notify local law enforcement officials;
- **(2)** Submit to examination under oath at our request and give us a signed statement of your answers; and
- **(3)** Give us a detailed, sworn proof of loss within 120 days.
- **(4)** In addition, under Insuring Agreement **2. Extortion Threats**, you must:
  - **(a)** Determine that the **extortion threat** has actually occurred;
  - **(b)** With respect to **ransomware**, make every reasonable effort to access your **electronic data** from backup, if any, and to remediate the cause of the **ransomware**;
  - **(c)** Make every reasonable effort to immediately notify us before making any ransom payment based upon the **extortion threat**; and
  - **(d)** Approve any ransom payment based upon the **extortion threat**.

b. Under Insuring Agreement **5. Security Breach Liability**, you must:
- **(1)** Immediately record the specifics of the **claim** and the date **discovered**;
- **(2)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **claim**;
- **(3)** Authorize us to obtain records and other information; and
- **(4)** Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of a **loss** to which this coverage may also apply.

You will not, except at your own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

3. Extended Period To Discover Loss

We will pay for **loss** (and **defense costs** under **Insuring Agreement 5. Security Breach Liability**) resulting directly from any **cyber incident**, **extortion threat**, **security breach** or **claim** taking place prior to the effective date of cancellation of this Endorsement, which is **discovered** no later than 60 days from the date of that cancellation. However, this extended period to **discover** such **loss** terminates immediately upon the effective date of any other insurance obtained by you, whether from us or another insurer, replacing in whole or in part the coverage afforded under this Endorsement, whether or not such other insurance provides coverage for **loss** resulting directly from any **cyber incident**, **extortion threat**, **security breach** or **claim** taking place prior to its effective date.

4. Other Insurance

a. If any covered **claim** or **loss** is insured by any other valid policy, then coverage under this Endorsement shall apply only in excess of the amount of any deductible, retention and limit of insurance under such other policy, whether such other policy is stated to be primary, contributory, excess, contingent or otherwise, unless such other policy is written specifically excess of coverage under this Endorsement by reference in such other policy to this Endorsement's policy number.

b. When coverage under this Endorsement is excess, we shall have no duty under Insuring Agreement **5.** Security Breach Liability 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.

5. Policy Bridge – Discovery Replacing Loss Sustained

a. If this coverage replaces insurance that provided you with an extended period of time after cancellation in which to **discover** a **loss** resulting directly from any **cyber incident**, **extortion threat**, **security breach** or **claim** and which did not terminate at the time this Endorsement became effective:
- **(1)** We will not pay for any **loss** resulting directly from any **cyber incident**, **extortion threat**, **security breach** or **claim** that occurred during the **policy period** of that prior insurance which is **discovered** during such extended period of time, unless the amount of that **loss** exceeds the Limit of Insurance and Deductible Amount of that prior insurance. In that case, we will pay for the excess **loss** subject to the terms and conditions of this Policy.

(2) However, any payment we make for the excess **loss** will not be greater than the difference between the Limit of Insurance and Deductible Amount of that prior insurance and the Limit Of Insurance shown in the Declarations. We will not apply the Deductible Amount shown in the Declarations to this excess **loss**.

b. Condition **4.** Other Insurance does not apply to this condition.

6. Separation Of Insureds

Except with respect to the Cyber Aggregate Limit of Insurance, and any rights or duties specifically assigned in Insuring Agreement **5.** Security Breach Liability to the first **Named Insured**, this coverage applies separately to each **insured** against whom a **claim** is made.

7. Territory

This Endorsement covers **wrongful acts** which occurred anywhere in the world. However, **suits** must be brought in the United States of America (including its territories and possessions), Puerto Rico or Canada.

VI. The following DEFINITIONS APPLICABLE TO CYBER COVERAGE are added to SECTION IX – DEFINITIONS

1. Claim means:

a. A written demand for monetary or nonmonetary **damages**, including injunctive relief;

b. A civil proceeding commenced by the service of a complaint or similar proceeding; or

c. Under Paragraph **a. (2)** of Insuring Agreement **5. Security Breach Liability**, a **regulatory proceeding** commenced by the filing of a notice of charges, formal investigative order, service of summons or similar document;

against any **insured** for a **wrongful act**, including any appeal therefrom.

2. Computer program means a set of related electronic instructions, which direct the operation and function of a computer or devices connected to it, which enables the computer or devices to receive, process, store or send your **electronic data**.

3. Cyber incident means:

a. Any:

(1) Hacker attack;

(2) Malicious code; or

(3) Virus;

that is directed at, enacted upon or introduced into a **computer system** (including your **electronic data**) and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, use or prevent or restrict access to or the use of any part of a **computer system** (including your **electronic data**) or otherwise disrupt its normal functioning or operation.

Recurrence of the same **virus** after a **computer system** has been restored shall constitute a separate **cyber incident**.

b. Any denial of service attack specifically directed at you which disrupts, prevents or restricts access to or use of a **computer system**, as defined in Paragraph **3.b.(1)**, **(2)** or **(3)**, or otherwise disrupts its normal functioning or operation.

4. Discover or **discovered** means the time when any **insured** first becomes aware of facts which would cause a reasonable person to assume that a **loss** covered by this Endorsement has been or will be incurred, regardless of when the act or acts causing or contributing to such **loss** occurred, even though the exact amount or details of **loss** may not then be known.

Discover or **discovered** also means the time when any **insured** first receives notice of an actual or potential **claim** in which it is alleged that you are liable to a **third party** under circumstances which, if true, would constitute a **loss** under this Endorsement.

5. Electronic data means information, facts, images, sounds 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. **Electronic data** is not tangible property.
Electronic data does not include your **electronic data** that is licensed, leased, rented or loaned to others.

6. Extortion threat means a threat or series of related threats:

a. To perpetrate a **cyber incident;**

b. To disseminate, divulge or utilize:

(1) Your proprietary information; or

(2) Weaknesses in the source code;

within a **computer system** by gaining unauthorized access to such **computer system**;

c. To destroy, corrupt or prevent normal access to a **computer system** (including your **electronic data**) by gaining or having gained unauthorized access to a **computer system;**

d. To inflict **ransomware** on a **computer system**; or

e. To publish **personal information** belonging to your clients or **employees**.

Extortion threat does not include a threat or series of threats to any third party.

7. **Hacker** means a person who accesses a **computer system** (including your **electronic data**) who is:
a. Not authorized to have such access; or
b. Authorized to have such access but who uses such access in an unauthorized manner.

8. **Informant** means a person, other than an **employee**, providing information not otherwise obtainable, solely in return for a reward offered by you.

9. **Interrelated wrongful acts** means all wrongful acts that have as a common nexus any:
a. Fact, circumstance, situation, event, transaction or cause; or
b. Series of causally connected facts, circumstances, situations, events, transactions or causes.

10. **Loss** means the definitions set forth in each of the respective Insuring Agreements **1.** through **5.** of **SECTION I – COVERAGES: CYBER – INSURING AGREEMENTS**.

11. **Negative publicity** means information which has been made public that has caused, or is reasonably likely to cause, a decline or deterioration in the reputation of the **Named Insured** or of one or more of its products or services.

12. **Personal information** means any information not available to the general public for any reason through which an individual may be identified including, but not limited to, an individual's:
a. Social security number, driver's license number or state identification number;
b. Protected health information;
c. Financial account numbers;
d. Security codes, passwords, PINs associated with credit, debit or charge card numbers which would permit access to financial accounts; or
e. Any other nonpublic information as defined in **privacy regulations**.

13. **Privacy regulations** means any of the following statutes and regulations, and their amendments, associated with the control and use of personally identifiable financial, health or other sensitive information including, but not limited to:
a. The Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law 104-191);
b. The Health Information Technology for Economic and Clinical Health Act (HITECH) (American Recovery and Reinvestment Act of 2009);
c. The Gramm-Leach-Bliley Act of 1999;
d. Section 5(a) of the Federal Trade Commission Act (15 U.S.C. 45(a), but solely for alleged unfair or deceptive acts or practices in or affecting commerce;
e. The Identity Theft Red Flags Rules under the Fair and Accurate Credit Transactions Act of 2003; or
f. Any other similar state, federal or foreign identity theft or privacy protection statute or regulation.

14. **Ransomware** means any software that is used to demand a ransom payment by:
a. Restricting access to a **computer system**; or
b. Encrypting your **electronic data** held within a **computer system**.

15. **Regulatory proceeding** means an investigation, demand or proceeding brought by, or on behalf of, the Federal Trade Commission, Federal Communications Commission or other administrative or regulatory agency, or any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity.

16. **Security breach** means the acquisition of **personal information** held within a **computer system** or in non-electronic format while in the care, custody or control of the **insured** or authorized **third party** by a person:
a. Not authorized to have access to such information; or
b. Authorized to have access to such information but whose access results in the unauthorized disclosure of such information.

17. **Third party** means any entity that you engage under the terms of a written contract to perform services for you.

18. **Virus** means any kind of malicious code designed to damage or destroy any part of a **computer system** (including your **electronic data**) or disrupt its normal functioning.

19. **Wrongful act** means any actual or alleged neglect, breach of duty or omission by an **insured** that results in:

a. A **security breach**; or
b. A **computer system** transmitting, by e-mail or other means, a **virus** to another person or organization.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARNED PREMIUM AND COMPOSITE RATE NOT SUBJECT TO PREMIUM AUDIT

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2048175-10	10/9/2025	10/9/2026	10/9/2025

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

In consideration of the Company's acceptance of this insurance, the **Named Insured** understands and agrees that the Earned Premium(s) due for this policy shall be calculated in accordance with the following:

1. The premium entered on the Declarations page of this policy as Advance Premium is a deposit premium only and is subject to adjustment in accordance with our rules and rates.

If this policy remains in effect for its full **policy period** stated in the Declarations, then any downward adjustment of the Advance Premium is subject to a Minimum Term Premium of **$12,393**.

2. The Earned Premium for the **policy period** stated in the Declarations is the amount entered as Advance Premium in the Declarations, plus any premium adjustment(s) by endorsement. This policy is not subject to audit.

If the **policy period** stated in the Declarations becomes a shorter period arising as a result of cancellation, then Advance Premium will be subject to the following Minimum Advance Premium percentages:

Cancellation Effect On Advance Premium		
Calendar Days In Effect	**Minimum Advance Premium**	
	If We Cancel	**If You Cancel**
1 – 90 Days	**25%**	**27.5%**
91 Days or More	**Pro Rata**	**90% of Pro Rata**

Premium adjustment(s) by endorsement resulting in additional premium are fully earned on the effective date of the change. Cancellation for non-payment of premium will be considered cancellation at the request of the first **Named Insured**.

3. The amount entered as Advance Premium on the Declarations page of this policy has been computed on a Composite Rate basis as follows:

Exposure Basis	**Estimated Exposure x**	**Composite Rate =**	**Advance Premium**
Per $1,000 Gross Sales	$1,200,000	Flat	$12,056
Limited Cyber Liability	N/A	Flat	$337
Terrorism Charge	Terrorism has been rejected by the Insured		
TOTAL ADVANCE PREMIUM:			**$12,393**

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO DESIGNATED PERSON OR ORGANIZATION

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2048175-10	10/9/2025	10/9/2026	10/9/2025

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

The following is added to **SECTION VII – CONDITIONS 2. Cancellation**:

SCHEDULE

Number of Days Advance Notice Of Cancellation:	Thirty (30) Days
Name and Address of Designated Person(s) or Organization(s):	On file with Carrier
Additional Premium:	$0

In consideration of the payment of an additional premium, and notwithstanding anything contained in the policy to the contrary, it is understood and agreed that if we cancel this policy on or before the expiration date set forth in the Declarations, we will mail or deliver to the first **Named Insured** at the last known address, and the person(s) or organization(s) at the address designated in the **SCHEDULE** above, written notice of cancellation not less than the number of days shown in the **SCHEDULE** before the effective date of cancellation. Proof of mailing of notice shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall be the end of the **policy period**.

This endorsement shall not apply if:

1. We cancel due to non-payment of premium, or
2. The policy is non-renewed for any reason.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

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ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS AUTOMATIC STATUS – ONGOING OPERATIONS – COVERAGE A, B, D.1 & D.4

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2048175-10	10/9/2025	10/9/2026	10/9/2025

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. SECTION III – WHO IS AN INSURED is amended to include as an additional **insured**:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and

2. Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph **1.** above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability,** or personal injury or advertising injury under **SECTION I - COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** directly caused by:

a. Your acts or omissions; or
b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional **insured** described in Paragraph **1.** or **2.** above.

However, the insurance afforded to such additional **insured** described above:

a. Only applies to the extent permitted by law; and
b. Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**, and
c. Will not extend beyond that which is provided to you in this policy.

A person's or organization's status as an additional **insured** under this endorsement ends when your operations for the person or organization described in Paragraph **1.** above are completed.

II. With respect to the insurance afforded to these additional **insureds**, the following additional exclusions apply:

This insurance does not apply to:

a. Bodily injury, **property damage** or **personal and advertising injury** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
(2) Supervisory, inspection, architectural or engineering activities.

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

b. Bodily injury or **property damage** occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional **insured**(s) at the location of the **covered operations** has been completed; or

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(2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

III. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional **insured** is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **I.1.**; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION VI – REPORTING, DEFENSE, SETTLEMENT & COOPERATION**:

1. Duties -- Additional Insured

An additional **insured** must see to it that:

a. We are notified in writing as soon as practicable of an **occurrence** or offense which may result in a **claim** or **suit;**
b. We receive written notice of a **claim** or **suit** as soon as practicable; and
c. A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

V. SECTION VII – CONDITION 10. – Other Insurance is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

VI. This endorsement does not apply to an additional **insured** which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS AUTOMATIC STATUS – COMPLETED OPERATIONS – COVERAGE A, D.1 & D.4

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2048175-10	10/9/2025	10/9/2026	10/9/2025

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. SECTION III – WHO IS AN INSURED is amended to include as an additional **insured**:

1. Any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and

2. Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph **1.** above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability,** directly caused by **your work** performed for the additional **insured** described in Paragraph **1.** or **2.** above, and included in the **products-completed operations hazard**.

However, the insurance afforded to such additional **insured** described above:

a. Only applies to the extent permitted by law; and
b. Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**; and
c. Will not extend beyond that which is provided to you in this policy.

II. With respect to the insurance afforded to these additional **insureds**, the following additional exclusions apply:

This insurance does not apply to:

a. **Bodily injury** or **property damage** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
(2) Supervisory, inspection, architectural or engineering activities.

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

III. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional **insured** is the amount of insurance:
1. Required by the contract or agreement described in Paragraph **I.1.**; or
2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION VI –**

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REPORTING, DEFENSE, SETTLEMENT & COOPERATION:

1. Duties -- Additional Insured

An additional **insured** must see to it that:

a. We are notified in writing as soon as practicable of an **occurrence** which may result in a **claim** or **suit;**
b. We receive written notice of a **claim** or **suit** as soon as practicable; and
c. A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

V. SECTION VII – CONDITION 10. – Other Insurance is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

VI. This endorsement does not apply to an additional **insured** which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION
(TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US)
AUTOMATIC STATUS – COVERAGE A, B & D

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2048175-10	10/9/2025	10/9/2026	10/9/2025

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. The following is added to Paragraph **17. Subrogation** of **SECTION VII – CONDITIONS:**

We waive any right of recovery against any person(s) or organization(s) because of payments we make under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, and **COVERAGE D – CONTRACTORS POLLUTION LIABILITY** under this policy.

Such waiver by us applies only if:

1. The **insured** has agreed in writing in a contract or agreement with such person(s) or organization(s) to waive its right of recovery; and

2. The **insured** has waived its right of recovery against such person(s) or organization(s) prior to loss.

This waiver does not apply in any jurisdiction where such waiver is held to be illegal or against public policy or in any situation where the person(s) or organization(s) against whom subrogation is to be waived is found to be solely negligent.

This endorsement does not apply to any person(s) or organization(s) designated in a **SCHEDULE** of person(s) or organization(s) against whom rights of recovery have been waived.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

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EXCLUSION – FINANCIAL SERVICES

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2048175-10	10/9/2025	10/9/2026	10/9/2025

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

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

This insurance does not apply to **bodily injury**, **property damage** or **personal and advertising injury** resulting from the rendering of or the failure to render financial services by any **insured** to others. For the purpose of this exclusion, financial services include but are not limited to:

1. Planning, administering or advising on:
- **a.** Any:
  - **(1)** Investment;
  - **(2)** Pension;
  - **(3)** Annuity;
  - **(4)** Savings;
  - **(5)** Checking; or
  - **(6)** Individual retirement; plan, fund or account;
- **b.** The issuance or withdrawal of any bond, debenture, stock or other securities;
- **c.** The trading of securities, commodities or currencies; or
- **d.** Any acquisitions or mergers;

2. Acting as a dividend disbursing agent, exchange agent, redemption or subscription agent, warrant or scrip agent, fiscal or paying agent, tax withholding agent, escrow agent, clearing agent, or electronic funds transfer agent;

3. Lending, or arranging for the lending of, money, including credit card, debit card, leasing or mortgage operations or activities or interbank transfers;

4. Repossessing of real or personal property from a borrower or acting as an assignee for the benefit of creditors;

5. Checking or reporting of credit;

6. Maintaining of financial accounts or records;

7. Tax planning, tax advising or the preparation of tax returns; or

8. Selling or issuing traveler's checks, letters of credit, certified checks, bank checks or money orders.

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

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

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EXCLUSION OF CERTIFIED ACTS OF TERRORISM

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2048175-10	10/9/2025	10/9/2026	10/9/2025

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. The following is added to **SECTION II – SHARED EXCLUSIONS – EXCLUSIONS APPLICABLE TO COVERAGES A, B, C, D, AND E.**

This insurance does not apply to:

TERRORISM

Any injury or damage, liability, **claim** or **suit** based upon or caused, in whole or in part by, or arising, directly or indirectly, out of a **certified act of terrorism**.

II. The following are added to **SECTION IX – DEFINITIONS**:

1. For the purposes of this endorsement, **any injury or damage** means any injury or damage covered under any Coverage or SubPart to which this Endorsement is applicable, and includes but is not limited to **bodily injury**, **property damage**, personal injury, advertising injury, **loss**, **cleanup costs, emergency remediation costs,** damages **or Supplementary Payments** as may be defined in any applicable Coverage or SubPart.

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

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

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

III. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for **any injury or damage**, liability, **claim** or **suit** that is otherwise excluded under this policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

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FIRST PARTY TRANSPORTATION POLLUTION LIABILITY COVERAGE FOR DESIGNATED VEHICLE(S)

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2048175-10	10/9/2025	10/9/2026	10/9/2025

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

SCHEDULE OF DESIGNATED VEHICLE(S)

Any vehicle owned, operated, used or maintained by the Insured

I. In consideration of the payment of additional premium, it is understood and agreed that **SECTION I – COVERAGE D -- CONTRACTORS POLLUTION LIABILITY, 2. EXCLUSIONS APPLICABLE TO COVERAGES D AND E, b. Auto, Aircraft, Unmanned Aircraft**, **Watercraft Or Rolling Stock** is deleted in its entirety and replaced as follows:

2. EXCLUSIONS APPLICABLE TO COVERAGES D AND E

*Refer also to **SECTION II – SHARED EXCLUSIONS for additional exclusions applicable to COVERAGES D and E***

This insurance does not apply to damages, **loss, bodily injury, property damage, emergency remediation costs, microbial substances**, corporate reputation rehabilitation expense, crisis management expense, **claim(s)** and related **defense costs**:

b. Auto, Aircraft, Unmanned Aircraft, Watercraft Or Rolling Stock

Based upon or caused, in whole or in part by, or arising, directly of indirectly out of the ownership, maintenance, use or the entrustment to others of any **auto**, aircraft, **unmanned aircraft**, watercraft, or rolling stock owned or operated by or rented or loaned to any **insured**. Use includes operation and **loading or unloading**.

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

However, this exclusion does not apply to **pollution conditions** arising out of the ownership, maintenance, use, operation, **loading or unloading** of any **auto**, aircraft, scheduled **unmanned aircraft**, watercraft, or rolling stock within the fixed boundaries of the site where your **covered operations** are being performed.

Also, this exclusion does not apply to **pollution condition(s)** arising out of the ownership, maintenance, use, operation, **loading or unloading** of the vehicles designated and described in the **SCHEDULE** of this endorsement that:

(1) Commences during the **transportation** of **your product** or wastes; and
(2) Results in **bodily injury**, **property damage** or **cleanup costs** during the **transportation** of **your product** or wastes.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

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TOTAL PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS) EXCLUSION

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. The following exclusion is added to **SECTION I – COVERAGES -- EXCLUSIONS APPLICABLE TO COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY and COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** of this policy and for any endorsements attached to this policy:

*Refer Also to **SECTION II – SHARED EXCLUSIONS** for additional exclusions applicable to **COVERAGES A** and **B**.*

1. This insurance does not apply to:

Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)

a. Any **bodily injury**, **property damage**, **personal and advertising injury**, medical expenses, **emergency remediation costs, cleanup costs**, liability, damages (including but not limited to punitive damages or exemplary damages), penalties, fines, fees, loss, costs or expenses (including Supplementary Payments), or any other relief, of any kind whatsoever; and / or,

b. Any claim, demand, obligation, request, investigation, notice, order, action, settlement, consent decree, agreement, remediation program, suit, or proceeding, of any kind whatsoever, including but not limited to civil, criminal, administrative, or regulatory, brought by or on behalf of a Governmental Authority, natural person, business, organization, or other entity; actually or allegedly, and directly or indirectly, arising from or out of, caused by, based upon, attributable to, related to, contributed to by, or in any way involving, in whole or in part:

(1) **PFAS**, including but not limited to any actual, alleged, threatened, potential, or suspected:

(a) Breach of duty, breach of standard of care, act, error omission, failure to properly act, failure to properly perform any service or professional service, or a violation of any law, statute or regulation in relation to **PFAS**;

(b) Inhalation, ingestion, absorption, consumption, discharge, dispersal, handling, testing, flaking, leakage, leaching, friability, migration, seepage, release of, escape of, contact with, exposure to, existence of, or presence of **PFAS**;

(c) Use, including but not limited to any mandated, sanctioned, authorized, permitted or suggested use, development, manufacture, production, processing, incorporation, packaging, design, distribution, sale, resale, re-branding, handling, transport, replacement, marketing, or advertising of **PFAS** or anything containing **PFAS**; or

(d) Warnings, notices or instructions regarding **PFAS** or anything containing **PFAS** or failure to provide warnings, notices or instructions regarding **PFAS** or anything containing **PFAS**;

(2) Investigating, abating, testing for, monitoring for, cleaning up, removing, containing, studying, remediating, mitigating, disposing of, treating, detoxifying, neutralizing, or in any way responding to, addressing, or assessing **PFAS** and / or the actual, alleged, threatened, potential, or suspected effects or presence of **PFAS**, whether in the environment, on property, in a human, animal, or any other living or non-living thing or otherwise; or

(3) Warranties or representations made at any time regarding **PFAS** or anything containing **PFAS**, including but not limited to the safety, fitness, quality, durability, performance, toxicity or environmental persistence of **PFAS** or anything containing **PFAS**, or warranties or representations made at any time regarding anything described in **I.1.(1)** or **I.1.(2)** above.

II. The foregoing provisions apply:

1. Regardless of whether any other cause, event, material, substance, compound, good or product (including but not limited to **your product**), contributed concurrently or in any sequence to any **bodily injury**, **property damage**,

personal and advertising injury, medical expenses, damages (including but not limited to punitive damages or exemplary damages), loss, penalties, fines, fees, costs or expenses or any other relief, of any kind whatsoever;

2. To any obligations assumed by you or any other insured under an **insured contract** or any other agreement;

3. Regardless of whether the **products-completed operations hazard** applies;

4. Regardless of whether there was a permit, authorization or requirement to use **PFAS**, incorporate **PFAS** into your product or release **PFAS** into the environment, or whether any use, incorporation or release was legally permissible or in compliance with permissible levels set by a **Governmental Authority**;

5. To any workplace exposure or occupational exposure to **PFAS** or occupational disease actually or allegedly attributable to **PFAS**; and

6. To preclude coverage for the entire claim, demand, obligation, request, investigation, notice, order, action, settlement, consent decree, agreement, remediation program, suit, or proceeding, when only a portion of the foregoing involves or concerns **PFAS** or anything containing **PFAS**, even if any other portion would have been covered under this Policy or a duty to defend would have been owed in the absence of **PFAS**.

III. The following definitions are added to **SECTION IX – DEFINITIONS** of this Policy and for any endorsements attached to this Policy:

PFAS means:

1. Any fluorinated chemical containing at least one fully or partially fluorinated carbon atom, whether polymer or non-polymer, including but not limited to: any perfluoroalkyl and polyfluoroalkyl substances, perfluoroalkyl acid(s), perfluorooctanesulfonic acid(s), perfluoroalkane, hexafluoropropylene oxide-dimer acid(s), perfluorobutanesulfonic acid(s), perfluorohexanesulfonic acid(s), perfluoroalkane sulfonamides, perfluoroalkyl ether carboxylic acid(s) (including, without limitation, perfluoro-butanoic, perfluoro-hexanoic, perfluoro-octanoic, perfluoro-nonanoic, and perfluoro-decanoic acids), fluorotelomer substances, perfluoroalkane sulfonamide substances, perfluoroalkane sulfonyl fluorides, perfluorodecane sulfonate, ammonium perfluorooctanoate, perfluoroalkyl iodides, per- and polyfluoroalkyl ether-based substances, fluoropolymers, side-chain fluorinated polymers, perfluoropolyethers, perfluorosulfonic acid salts, perfluorosulfonate salts, perfluorocarboxylic acid salts, perfluorocarboxylate salts, all of the foregoing by whatever names known, including but not limited to chemical names, trade names (e.g., “GenX” or “ADONA”), or any other name or descriptor (e.g.,“C8”);

2. Any chemical now or in the future related or similar to the items contained in **III. 1.** including but not limited to those identified in **(i)** any of the U.S. Environmental Protection Agency’s chemical lists, **(ii)** list of per- and polyfluoroalkyl substances subject to toxic chemical release reporting under section 313 of the U.S. Emergency Planning and Community Right to Know Act (“EPCRA”), 42 U.S.C. § 11001 et seq., including those now or in the future listed in 40 C.F.R. § 372.65, or (iii) any statute, law, regulation, rule or written proposed rule, guidance document, list or bulletin issued, adopted, or maintained by any “Governmental Authority”;

3. Any polymers, oligomers, monomers, non-polymer chemicals, homologues, isomers, telomers, salts, esters, alcohols, acids, precursors, degradants, derivatives, and breakdown products or by-products associated with any chemical or substance described in paragraphs **III. 1.** or **III. 2.** of this definition; or

4. Any good, product, substance, mixture, food, liquid, supplement, and / or medication, including containers, materials, parts, equipment, or packaging furnished in connection with such good, product, substance, mixture, food, liquid, supplement, and/or medication, that consists of or contains anything described in paragraphs **III. 1.**, **III. 2.** or **III. 3.** of this definition.

This definition does not include salts, acids or alcohols that are separate and distinct from **perfluoroalkyl or polyfluoroalkyl substances (PFAS)**.

Governmental Authority means any national, domestic, international, foreign, federal, state, provincial, local or tribal government or other political subdivision thereof, whether within or outside the United States, and any agency, body, unit, entity, or any other instrumentality thereof, exercising executive, legislative, judicial, regulatory, or administrative functions of government.

The foregoing definition of **Governmental Authority** shall apply to all other instances in which the phrase **governmental authority** appears in this Policy, including any other endorsements to this Policy, regardless of whether such phrase is capitalized, appears in quotation marks, or is designated through punctuation, typeface, or otherwise as a word or phrase having special meaning.

IV. In the event of any direct or indirect conflict between the terms of this endorsement and any other form or endorsement attached to the Policy, the conflicting term(s) in this endorsement shall prevail.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY

OFFICE OF FOREIGN ASSET CONTROL (OFAC) EXCLUSION ENDORSEMENT

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or the United States.