



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> James G Parker Insurance Assoc License #0554959 P O Box 1129 Hanford CA 93232	<b>CONTACT NAME:</b> Shelley Escobar CISR <b>PHONE (A/C, No, Ext):</b> (559) 584-3323 <b>FAX (A/C, No):</b> (559) 584-9313 <b>E-MAIL ADDRESS:</b> sescobar@jgparker.com																					
<b>INSURED</b> Holloway Environmental LLC PO Box 9127 Bakersfield CA 93389	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Allied World National Assurance Co Inc</td><td>10690</td></tr><tr><td>INSURER B:</td><td>Third Coast Insurance Company</td><td>10713</td></tr><tr><td>INSURER C:</td><td>State Compensation Ins Fund</td><td>35076.</td></tr><tr><td>INSURER D:</td><td>Great Lakes Insurance SE</td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Allied World National Assurance Co Inc	10690	INSURER B:	Third Coast Insurance Company	10713	INSURER C:	State Compensation Ins Fund	35076.	INSURER D:	Great Lakes Insurance SE		INSURER E:			INSURER F:		
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**COVERAGES****CERTIFICATE NUMBER:** 25-26 WC 24-25GL BA EX**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution Legal Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	03115936	11/30/2024	11/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution Liability \$ 1,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			TCCRO00166124	11/30/2024	11/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$			03115938	11/30/2024	11/30/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	9341457-2025	07/01/2025	07/01/2026	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Auto Physical Damage			B152503534A241332	11/30/2024	11/30/2025	Comp/Collision Ded \$2,500 Comp/Collision Ded for High Value Units \$5,000/\$10,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

City of Visalia, its officers, agents, employees, representatives, and volunteers are included as additional insureds with primary and non-contributory wording and waiver of subrogation as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Visalia as respects general liability and per forms ENV PEP2 02002 00 0123 and ENV PEP2 00004 00 0323 attached.

**CERTIFICATE HOLDER****CANCELLATION**City of Visalia  
707 W Acequia

Visalia

CA 93291

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## Additional Named Insureds

### Other Named Insureds

HM Holloway Inc	Corporation, Additional Named Insured
HM Holloway LLC	Limited Liability Company, Additional Named Insured
Holloway Agricultural Services LLC	Limited Liability Company, Additional Named Insured
Holloway Environmental Solutions LLC	Limited Liability Company, Additional Named Insured
Holloway Farm Management LLC	Limited Liability Company, Additional Named Insured
Holloway Holdings LLC	Limited Liability Company, Additional Named Insured
Holloway Logistics LLC	Limited Liability Company, Additional Named Insured
Holloway Management LLC	Limited Liability Company, Additional Named Insured
Holloway Materials Recovery OpCo LLC	Limited Liability Company, Additional Named Insured
Holloway Metals Recovery Holdings LLC	Limited Liability Company, Additional Named Insured
Lost Hills Environmental LLC	Limited Liability Company, Additional Named Insured
Lost Hills Land Holdings LLC	Limited Liability Company, Additional Named Insured
Lost Hills Mining LLC	Limited Liability Company, Additional Named Insured



**ALLIED WORLD NATIONAL ASSURANCE COMPANY  
PRIMARY ENVIRONMENTAL POLICY (PEP)**

**COMMERCIAL GENERAL LIABILITY, ENVIRONMENTAL AND PROFESSIONAL LIABILITY COVERAGE**

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## PRIMARY ENVIRONMENTAL POLICY (PEP)

### COMMERCIAL GENERAL LIABILITY, ENVIRONMENTAL AND PROFESSIONAL LIABILITY COVERAGE

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

**COVERAGES E, F, AND G OF THIS POLICY PROVIDE CLAIMS MADE AND REPORTED COVERAGE. CLAIM EXPENSE UNDER COVERAGES E, F, AND G REDUCE THE LIMITS OF INSURANCE.**

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

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED**.

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

In consideration of the payment of premium, and in reliance upon the statements and information in the Application and all information submitted in support thereof, we agree to provide coverage as follows.

COVERAGE IS IN EFFECT IF AN APPLICABLE LIMIT IS SHOWN IN ITEM 3. OF THE DECLARATIONS.

#### SECTION I – COVERAGES

##### COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

###### 1. Insuring Agreement

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

- (1) The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance as described in **SECTION III – LIMITS OF INSURANCE**.

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

- b. This insurance applies to **bodily injury** and **property damage** only if:
  - (1) The **bodily injury** or **property damage** is caused by an **occurrence** that takes place in the **coverage territory**;
  - (2) The **bodily injury** or **property damage** occurs during the **policy period**; and
  - (3) Prior to the **policy period**, no insured listed under Paragraph 1. of **SECTION II – WHO IS AN INSURED** and no **employee** authorized by you to give or receive notice of an **occurrence** or **claim**, knew that the **bodily injury** or **property damage** had occurred, in whole or in part. If such a listed insured or authorized **employee** knew, prior to the **policy period**, that the **bodily injury** or **property damage** occurred, then any continuation, change or resumption of such **bodily injury** or **property damage** during or after the **policy period** will be deemed to have been known prior to the **policy period**.

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

## 2. Exclusions

This insurance does not apply to:

### a. Expected or Intended Injury

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

### b. Contractual Liability

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

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

### c. Liquor Liability

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

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

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

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

if the **occurrence** which caused the **bodily injury or property damage** involved that which is described in Paragraphs (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 purposes 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.

d. **Workers' Compensation And Similar Laws**

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

e. **Employer's Liability**

**Bodily injury** to:

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

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

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

f. **Pollution**

- (1) **Bodily injury** or **property damage** which would not have occurred in whole or in part but for the actual, alleged, or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time;
- (2) Any loss, cost, or expense arising out of any:
  - (a) Request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
  - (b) **Claim** or **suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, **pollutants**.

g. **Aircraft, Auto or Watercraft**

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

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

This exclusion does not apply to:

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

(b) The operation of any of the machinery or equipment listed in Paragraph f. (2) or f. (3) of the definition of **mobile equipment**.

(6) **Bodily injury or property damage** arising out of:

(a) The delivery of liquid product to a wrong receptacle or to a wrong address; or

(b) The erroneous delivery of one liquid product for another product by an **auto**.

If, under (a) or (b), the **bodily injury or property damage** occurs after such operations have been completed or abandoned at the site of such delivery.

Operations that may require further service, maintenance, correction, repair, or replacement of performance at the wrong address or because of any error, defect, or deficiency, but which are otherwise completed, will be deemed completed.

h. **Mobile Equipment**

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

(1) The transportation of **mobile equipment** by an **auto** owned or operated by or rented or loaned to any insured; or

(2) The use of **mobile equipment** in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. **War**

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

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. **Damage to Property**

**Property damage** to:

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

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

(3) Property loaned to you;

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

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

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

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

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

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

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

k. **Damage to Your Product**

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

l. **Damage to Your Work**

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

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

m. **Damage to Impaired Property or Property Not Physically Injured**

**Property damage to impaired property** or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy, or dangerous condition in **your product** or **your work**; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

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

n. **Recall of Products, Work, or Impaired Property**

Damages claimed for any loss, cost, or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal, or disposal of:

- (1) **Your product**;
- (2) **Your work**; or
- (3) **Impaired property**;

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

o. **Personal and Advertising Injury**

**Bodily injury** arising out of **personal and advertising injury**.

p. **Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of **bodily injury**.

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

q. **Recording And Distribution of Material Or Information in Violation Of Law**

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

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

r. **Asbestos**

**Bodily injury** or **property damage** arising from or based upon asbestos or asbestos-containing material.

s. **Lead**

**Bodily injury** or **property damage** arising from or based upon the toxic properties of lead or lead-containing products or materials.



t. **Microbial Matter**

**Bodily injury or property damage** arising from or based upon **microbial matter**.

u. **Virus or Bacteria**

**Bodily injury or property damage** arising from or based upon any virus or bacteria.

v. **Communicable Disease**

**Bodily injury or property damage** arising from or based upon the actual or alleged transmission of a communicable disease.

This exclusion applies even if the **claim** against any insured alleges 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; or
- (4) Failure to report the disease to authorities.

w. **Radioactivity**

**Bodily injury or property damage** arising from or based upon radiation, radioactivity, radioactive materials, or contamination, including but not limited to naturally occurring radioactive materials (commonly referred to as NORM, TNORM, or TENORM).

x. **Insurance Afforded Under Other Coverages**

**Bodily injury or property damage** for which insurance is afforded under **SECTION I –COVERAGES, COVERAGES D – GENERAL POLLUTION LIABILITY, E – TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY, F – SCHEDULED LOCATION POLLUTION LIABILITY, or G – PROFESSIONAL LIABILITY** of this Policy or for which insurance is afforded under another Commercial General Liability, Pollution Liability, or Professional Liability policy issued to you by us or an affiliate of us, including, but not limited to, insurance provided for the defense of any **claim** or **suit** alleging **bodily injury** or **property damage**.

y. **Employment-Related Practices**

**Bodily Injury** to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) 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
- (2) The spouse, child, parent, brother, or sister of the person as a consequence of **bodily injury** to that person at whom any of the employment-related practices described in paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

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

z. **Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

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

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses, or any other loss, cost, or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

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

aa. **Sexual Abuse or Molestation**

Any liability arising out of:

(1) The actual, threatened, or alleged:

- (a) sexual abuse;
- (b) sexual molestation;
- (c) sexual assault;
- (d) sexual victimization;
- (e) physical abuse;
- (f) physical assault; or
- (g) coercion to engage in sexual activities;

of any person by any **employee**, assistant, **volunteer worker** or member of any insured;

(2) Any injury resulting from the actual, threatened, or alleged acts listed in subparagraphs (1) (a) through (1) (g) above; or

(3) The negligent employment; investigation; supervision; reporting to the proper authorities, or failure to so report, or retention, of any **employee**, assistant, **volunteer worker** or member of any insured whose conduct would be excluded by subparagraph (1) above.

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

## **COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**

### **1. Insuring Agreement**

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

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

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance as described in **SECTION III – LIMITS OF INSURANCE**.

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

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

### **2. Exclusions**

This insurance does not apply to:

a. **Knowing Violation of Rights of Another**

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

b. **Material Published With Knowledge of Falsity**

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

c. **Material Published Prior To Policy Period**

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

d. **Criminal Acts**

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

e. **Contractual Liability**

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

f. **Breach of Contract**

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

g. **Quality or Performance of Goods – Failure To Conform To Statements**

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

h. **Wrong Description of Prices**

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

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

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

j. **Insureds in Media and Internet Type Businesses**

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

- (1) Advertising, broadcasting, publishing, or telecasting;
- (2) Designing or determining the content of websites for others; or
- (3) An Internet search, access, content, or service provider.

However, this exclusion does not apply to Paragraph 29. a, b., and c. of **personal and advertising injury** under **SECTION V - 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.

k. **Electronic Chatrooms or Bulletin Boards**

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

l. **Unauthorized Use of Another's Name or Product**

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

m. **Pollution**

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

n. **Pollution-related**

Any loss, cost, or expense arising out of any:

- (1) Request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**; or
  - (2) **Claim** or **suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, **pollutants**.
- o. **War**  
**Personal and advertising injury**, however, caused, arising, directly or indirectly, out of:
- (1) War, including undeclared or civil war;
  - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
  - (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- p. **Recording And Distribution of Material or Information in Violation of Law**  
**Personal and advertising injury** arising directly or indirectly out of any action or omission that violates or is alleged to violate:
- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
  - (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
  - (3) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or PCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.
- q. **Asbestos**  
**Personal and advertising injury** arising from or based upon asbestos or asbestos-containing material.
- r. **Lead**  
**Personal and advertising injury** arising from or based upon the toxic properties of lead or lead-containing products or materials.
- s. **Microbial Matter**  
**Personal and advertising injury** arising from or based upon **microbial matter**.
- t. **Virus or Bacteria**  
**Personal and advertising injury** arising from or based upon any virus or bacteria.
- u. **Communicable Disease**  
**Personal and advertising injury** arising from or based upon the actual or alleged transmission of a communicable disease.  
This exclusion applies even if the **claim** against any insured alleges 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; or
  - (4) Failure to report the disease to authorities.
- v. **Radioactivity**  
**Personal and advertising injury** arising from or based upon radiation, radioactivity, radioactive materials, or contamination, including but not limited to naturally occurring radioactive materials (commonly referred to as NORM, TNORM, or TENORM).
- w. **Insurance Afforded Under Other Coverages**

**Personal and advertising injury** for which insurance is afforded under **SECTION I – COVERAGES, COVERAGES D – GENERAL POLLUTION LIABILITY, E – TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY, F – SCHEDULED LOCATION POLLUTION LIABILITY, or G – PROFESSIONAL LIABILITY** of this Policy or for which insurance is afforded under another Commercial General Liability, Pollution Liability, or Professional Liability policy issued to you by us or an affiliate of us, including, but not limited to, insurance provided for the defense of any **claim** or **suit** alleging **personal and advertising injury**.

x. **Employment-Related Practices**

**Personal and advertising injury** to a person arising out of any:

- (1) Refusal to employ that person;
- (2) Termination of that person's employment; or
- (3) Employment-related practices, policies, acts, or omissions, such as coercion, demotion, evaluation, re-assignment, discipline, defamation, harassment, humiliation, discrimination, or malicious prosecution directed at that person; or the spouse, child, parent, brother or sister of the person as a consequence of **bodily injury** to that person at whom any of the employment-related practices described in paragraphs (1), (2) or (3) above is directed.

This exclusion applies:

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

y. **Access Or Disclosure Of Confidential Or Personal Information**

**Personal and advertising injury** arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses, or any other loss, cost, or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

z. **Sexual Abuse or Molestation**

Any liability arising out of:

- (1) The actual, threatened, or alleged:
  - (a) sexual abuse;
  - (b) sexual molestation;
  - (c) sexual assault;
  - (d) sexual victimization;
  - (e) physical abuse;
  - (f) physical assault; or
  - (g) coercion to engage in sexual activities; of any person by any **employee**, assistant, **volunteer worker** or member of any insured;
- (2) Any injury resulting from the actual, threatened, or alleged acts listed in subparagraphs (1) (a) through (1) (g) above; or
- (3) The negligent employment; investigation; supervision; reporting to the proper authorities, or failure to so report, or retention, of any **employee**, assistant, **volunteer worker** or member of any insured whose conduct would be excluded by subparagraph (1) above.

## **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:

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

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

## 2. Exclusions

We will not pay expenses for **bodily injury**:

- a. **Any Insured**

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

- b. **Hired Person**

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

- c. **Injury on Normally Occupied Premises**

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

- d. **Workers' Compensation and Similar Laws**

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

- e. **Athletics Activities**

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

- f. **Products-Completed Operations Hazard**

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

- g. **Coverage A Exclusions**

Excluded under Coverage A.

## COVERAGE D – GENERAL POLLUTION LIABILITY

### 1. Insuring Agreements

- a. We will pay **loss** that the insured becomes legally obligated to pay because of a **claim** for:

- (1) **Hostile Fire and Building Equipment Liability**

- (i) **Bodily injury, property damage, or environmental damage** caused by heat, smoke, or fumes from a **hostile fire**; or
    - (ii) **Bodily injury** sustained within a building and caused by smoke, fumes, vapor, or soot produced by or originating from equipment that is used to heat, cool, or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

- (2) **Products Pollution and Exposure Liability**

- (i) **Bodily injury, property damage, or environmental damage** resulting from a **pollution incident** caused by **your product**, and included in the **products-completed operations hazard**; or

- (ii) **Bodily injury** or **property damage** caused by the ingestion, inhalation, or absorption of, or contact with, or exposure to, any fumes, dust, particles, vapors, liquids, or other substances that are or originate from **your product**, and included in the **products-completed operations hazard**.
  - (3) **Transported Cargo Pollution Liability**
    - (i) **Bodily injury, property damage, or environmental damage** resulting from a **pollution incident** caused by **cargo** during **transportation**; or
    - (ii) **Bodily injury, property damage, or environmental damage** resulting from a **pollution incident** caused by **misdelivery** as a result of **transportation** of **cargo**.
  - (4) **Contractors Pollution Liability**
    - (i) **Bodily injury, property damage, or environmental damage** resulting from a **pollution incident** caused by **your work** away from any location that is owned, rented, managed, or leased by the insured.
- b. The insurance afforded under the Insuring Agreements of this **COVERAGE D** shall only apply if:
- (1) The **bodily injury, property damage, or environmental damage** is caused by a **pollution incident** that takes place in the **coverage territory**; and
  - (2) The **bodily injury, property damage, or environmental damage** takes place during the **policy period**; and
  - (3) Prior to the **policy period**, no **responsible manager** knew that **bodily injury, property damage, or environmental damage** had occurred, in whole or in part. If such a **responsible manager** knew, prior to the **policy period**, that the **bodily injury, property damage, or environmental damage** occurred, then any continuation, change, or resumption of such **bodily injury, property damage or environmental damage** during or after the **policy period** will be deemed to have been known prior to the **policy period**.
- c. **Bodily injury, property damage, or environmental damage** which occurs during the **policy period** and was not, prior to the **policy period**, known to have occurred by any **responsible manager**, includes any continuation, change, or resumption of that **bodily injury, property damage, or environmental damage** after the end of the **policy period**.
- d. **Bodily injury, property damage, or environmental damage** will be deemed to have been known to have occurred at the earliest time when any **responsible manager**:
- (1) Reports all, or any part, of the **bodily injury, property damage, or environmental damage** to us or any other insurer;
  - (2) Receives a written or verbal demand or **claim** for **loss** because of the **bodily injury, property damage, or environmental damage**; or
  - (3) Becomes aware by any other means that **bodily injury, property damage, or environmental 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**.
- f. We will have the right and duty to defend the insured against any **claim** for **bodily injury, property damage, or environmental damage** to which this insurance applies. We have the right to select legal counsel to defend the insured against any such **claim**. However, we will have no duty to defend the insured against any **claim** to which this insurance does not apply. We may, at our discretion, investigate any **pollution incident** and settle any **claim** that may result. But:
- (1) The amount we will pay for **loss** is limited as described in **SECTION III – LIMITS OF INSURANCE**; and
  - (2) Our right and duty to defend ends when the applicable Limits of Insurance as described in **SECTION III – LIMITS OF INSURANCE** have been used up or tendered into court.
- No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SECTION I – COVERAGES, COVERAGES A, B, AND D – SUPPLEMENTARY PAYMENTS**.

## **COVERAGE E – TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY**

## 1. Insuring Agreements

### a. Time Element Location Pollution Liability

We will pay **loss** that an insured becomes legally obligated to pay because of **bodily injury, property damage or environmental damage** resulting from a **pollution incident** on, at, under, or migrating from a **time element location**, provided that:

- (1) The insured establishes to our satisfaction that the **pollution incident** first commenced at an identifiable time and place during the **policy period** and is not a continuation or repetition of another incident or event;
- (2) The insured discovers the **pollution incident** no later than twenty (20) days after it first commenced;
- (3) The **pollution incident** is reported to us, in writing, no later than eighty (80) days after it first commenced; and
- (4) The **pollution incident** results in a **claim** for **bodily injury, property damage, or environmental damage** first made against the insured during the **policy period**, and the **claim** is first reported to us, in writing, during the **policy period** or within the sixty (60) day period immediately following the last day of the **policy period**.

### b. Non-Owned Location Pollution Liability

We will pay **loss** that an insured becomes legally obligated to pay because of **bodily injury, property damage, or environmental damage** resulting from a **pollution incident** on, at, under, or migrating from a **non-owned location**, provided that:

- (1) The **pollution incident** commences on or after the **retroactive date**, if any; and
- (2) The **pollution incident** results in a **claim** for **bodily injury, property damage, or environmental damage** first made against the insured during the **policy period**, and the **claim** is first reported to us, in writing, during the **policy period** or the extended reporting period, if applicable.

## COVERAGE F – SCHEDULED LOCATION POLLUTION LIABILITY

## 1. Insuring Agreements

### a. Bodily Injury and Property Damage Liability

We will pay **loss** that an insured becomes legally obligated to pay because of **bodily injury or property damage** resulting from a **pollution incident** on, at, under, or migrating from a **scheduled location**, provided that:

- (1) The **pollution incident** commences on or after the **retroactive date**, if any; and
- (2) The **pollution incident** results in a **claim** for **bodily injury or property damage** first made against the insured during the **policy period**, and the **claim** is first reported to us, in writing, during the **policy period** or the extended reporting period, if applicable.

### b. On-Site Clean-up Costs Liability

We will pay **cleanup costs** and **emergency response expense** because of **environmental damage** resulting from a **pollution incident** on, at, or under the **scheduled location** provided that the **pollution incident** commences on or after the **retroactive date**, if any, and the:

- (1) **Pollution incident** is first discovered during the **policy period**, and reported, in writing, to us and the appropriate governmental authority as required by **environmental law**, during the **policy period**; or
- (2) **Pollution incident** results in a **claim** for **environmental damage** on, at, or under a **scheduled location**, and the **claim** is first made against the insured during the **policy period**, and the **claim** is first reported to us, in writing, during the **policy period** or the extended reporting period, if applicable.

Our obligation to pay **clean-up costs** or **emergency response expense** under this paragraph b. does not include any **clean-up costs** or **emergency response expense** for the investigation, abatement, containment, treatment, removal, remediation, monitoring, or other activities conducted beyond the boundaries of a **scheduled location**, including any associated transportation and disposal activities, even if such costs are to avoid or mitigate a **pollution incident** on, at, or under a **scheduled location**.

### c. Off-Site Clean-up Costs Liability



We will pay **cleanup costs** and **emergency response expense** because of **environmental damage** resulting from a **pollution incident** migrating from a **scheduled location** provided that the **pollution incident** commences on or after the **retroactive date**, if any, and the:

- (1) **Pollution incident** is first discovered during the **policy period**, and reported, in writing, to us and the appropriate governmental authority as required by **environmental law**, during the **policy period**; or
- (2) **Pollution incident** results in a **claim** for **environmental damage** migrating from a **scheduled location**, and the **claim** is first made against the insured during the **policy period**, and the **claim** is first reported to us, in writing, during the **policy period** or the extended reporting period, if applicable.

Our obligation to pay **clean-up costs** or **emergency response expense** under this paragraph c. does not include any **clean-up costs** or **emergency response expense** for the investigation, abatement, containment, treatment, removal, remediation, monitoring, or other activities conducted on, at, or under a **scheduled location**, including any associated transportation and disposal activities, even if such costs are to avoid or mitigate a **pollution incident** migrating beyond the boundaries of a **scheduled location**.

## COVERAGE G – PROFESSIONAL LIABILITY

### 1. Insuring Agreements

- a. We will pay **professional damages** an insured becomes legally obligated to pay because of a **claim** resulting from an actual or alleged act, error, or omission in the rendering or failure to render **professional services**, provided that:
  - (1) The **claim** arises out of **professional services** rendered on or after the **retroactive date**, if any, and prior to the last day of the **policy period**; and
  - (2) The **claim** is first made against the insured during the **policy period**, and the **claim** is first reported to us, in writing, during the **policy period** or the extended reporting period, if applicable.
- b. We will pay **mitigation expense** on behalf of the **insured** resulting from an act, error, or omission in **professional services** rendered by the insured, provided that:
  - (1) The **professional services** are rendered during the **policy period** or on or after the **retroactive date**, if any;
  - (2) The **insured**, during the **policy period**, provides us with immediate written notice of the act, error, or omission in **professional services** and the proposed mitigation action, if any, prior to incurring any **mitigation expense**; and
  - (3) All **mitigation expense** must be approved by us, in writing, prior to incurring any **mitigation expense**, and must not be afforded insurance under any other insuring agreement of the policy, including COVERAGE G, 1. a.

## SECTION I – COVERAGES E, F, AND G – COMMON INSURING AGREEMENT

1. We will have the right and duty to defend the insured against any **claim** for **bodily injury**, **property damage**, **environmental damage**, or **professional damages** to which any of **SECTION I – COVERAGES**, **COVERAGE E – TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY**, **F – SCHEDULED LOCATION POLLUTION LIABILITY**, and **G – PROFESSIONAL LIABILITY** applies, by the payment of **claim expense**. We have the right to select legal counsel to defend the insured against any such **claim**. However, we will have no duty to defend the insured against any **claim** to which any of these coverages do not apply. We may, at our discretion, investigate any **pollution incident** or act, error or omission in the rendering or failure to render **professional services**, and settle any **claim** that may result. But:
  - a. The amount we will pay for **loss**, **cleanup-costs**, **emergency response expense**, **professional damages**, **mitigation expense**, and any other amounts which may be afforded insurance under Coverages E, F, and G is limited as described in **SECTION III – LIMITS OF INSURANCE**; and
  - b. Our right and duty to defend and continue to pay **claim expense** ends when the applicable Limit of Insurance as described in **SECTION III – LIMITS OF INSURANCE** has been used up or tendered into court.

2. If a **claim** for **bodily injury, property damage, environmental damage, professional damages**, or discovery of **pollution incident** or act error or omission in the rendering or failure to render **professional services**, is reported to us during this **policy period**, then any and all subsequent **claims** or subsequent discoveries of **pollution incidents** or acts, errors or omissions in the rendering or failure to render **professional services** that result from the same, repeated, or continuous **pollution incident** or act, error or omission in the rendering or failure to render **professional services** reported to us during a continuous, uninterrupted renewal thereof issued by us to you providing substantially the same coverage, will be deemed to have been made during this **policy period**. All **claims**, arising from all such **bodily injury, property damage, environmental damage or professional damages**, or discoveries of **pollution incidents** or acts, errors, or omissions in the rendering or failure to render **professional services** shall be deemed to have arisen from one **pollution incident** or one act, error or omission in the rendering or failure to render **professional services** and shall be subject to the applicable Limits of Insurance of this policy.
3. **Loss** because of **bodily injury** includes **loss** claimed by any person or organization for the care, loss of services, or death resulting at any time from the **bodily injury**.

## **SECTION I – COVERAGES D, E, F, AND G – COMMON EXCLUSIONS**

Under **SECTION I – COVERAGES – COVERAGES D – GENERAL POLLUTION LIABILITY, E – TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY, F – SCHEDULED LOCATION POLLUTION LIABILITY, and G – PROFESSIONAL LIABILITY**, this insurance does not apply to **claims, loss, clean-up costs, emergency response expense, professional damages, mitigation expense, claim expense**, or any other amount, injury, or damage for which insurance may be afforded under this policy:

### **a. Asbestos and Lead-Based Paint**

Arising out of asbestos, asbestos-containing materials, or lead-based paint in, on, or applied to any building or other structure. This exclusion does not apply to the insurance afforded under **SECTION I – COVERAGES**:

- (1) **COVERAGE D – GENERAL POLLUTION LIABILITY, 1. Insuring Agreements a. (4) Contractors Pollution Liability;**
- (2) **COVERAGES E - TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY, and F- SCHEDULED LOCATION POLLUTION LIABILITY, for:**
  - (a) A **claim** for **bodily injury or property damage**; or
  - (b) That portion of **clean-up costs or emergency response expense** for the remediation of soil, surface water, or groundwater that arises out of the inadvertent disturbance of asbestos or asbestos-containing materials or lead-based paint;

and

### **(3) COVERAGE G – PROFESSIONAL LIABILITY**

### **b. Capital Improvement**

Arising out of a **pollution incident** discovered, encountered, or identified, in whole or in part, in the course of performing, involving, or associated with a capital improvement at a **scheduled location**.

For the purpose of this exclusion, 'capital improvement' means any man-made change or alteration to any premises, site, or location including any activity undertaken to develop, renovate, repair, upgrade or improve such premises, site, or location, including but not limited to excavation, ditching, dredging, clearing, grading, drilling, boring, construction, demolition, dewatering or any other activity to develop, renovate, repair, upgrade or improve such premises, site or location.

### **c. Communicable Disease**

Arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the **claim** against any insured alleges 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; or

(4) Failure to report the disease to authorities.

d. **Contractual Liability**

Arising out of the insured's assumption of liability in a contract or agreement.

This exclusion does not apply to liability:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an **insured contract**, provided the **bodily injury, property damage, environmental damage or emergency response expense** occurs subsequent to the execution of the contract or agreement. Solely with respect to the insurance afforded under **SECTION I – COVERAGES - COVERAGES D - GENERAL POLLUTION LIABILITY, E - TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY**, and **F - SCHEDULED LOCATION POLLUTION LIABILITY**, and for the purposes of liability assumed in an **insured contract**, reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be **loss** other than **claim expense**, provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same **insured contract**; and
  - (b) Such attorneys' fees and litigation expenses are for the defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

e. **Criminal Fines, Penalties, and Assessments**

Arising out of any criminal fine, criminal penalty, or criminal assessment.

f. **Damage to Conveyance**

Arising out of **property damage** to any **conveyance** utilized during **transportation**. This exclusion does not apply to the insurance afforded under **SECTION I – COVERAGES, COVERAGE D - GENERAL POLLUTION LIABILITY, 1. Insuring Agreements, a. (3) Transported Cargo Pollution Liability** for **claims** made by third-party carriers for such **property damage** arising from the insured's negligence.

g. **Damage to Property**

Arising out of **property damage** to any property owned, leased, occupied by, or loaned to an insured including any costs or expenses incurred 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, or that is personal property in the care, custody or control of an insured. This exclusion does not apply to the insurance afforded under **SECTION I – COVERAGES, COVERAGE D - GENERAL POLLUTION LIABILITY, 1. Insuring Agreements, a. (4) Contractors Pollution Liability** for real or personal property owned or leased by or in the care, custody, or control of your client.

h. **Damage to Your Product**

Arising out of **property damage** or **environmental damage** to **your product** arising out of it or any part of it after you have relinquished physical possession. This exclusion does not apply to the insurance afforded under **SECTION I – COVERAGES, COVERAGE D. GENERAL POLLUTION LIABILITY, 1. Insuring Agreements, a. (2) Product Pollution and Exposure Liability**.

i. **Damage To Your Work**

Arising out of any **property damage** or **environmental damage** to **your work** arising out of it or any part of it. This exclusion does not apply to the insurance afforded under **SECTION I – COVERAGES, COVERAGE D - GENERAL POLLUTION LIABILITY, 1. Insuring Agreements a. (4) Contractors Pollution Liability**, if the damaged work or the work out of which the **loss** arises was performed by your subcontractor.

j. **Discrimination**

Arising out of any actual or alleged discrimination by an insured including but not limited to discrimination on the basis of race, creed, national origin, disability, age, marital status, sex, or sexual orientation unless a **claim** is based upon or arises out of the failure to make reasonable accommodations for a disability in violation of the American with Disabilities Act, 42. U.S.C. 112101, et seq., as amended.

k. **Dishonest Acts/Intentional Non-Compliance**

Arising out of:

- (1) Any dishonest, fraudulent, criminal, intentional, or malicious act, error, or omission or those of a knowingly wrongful nature committed by or at the direction of any insured, however, this exclusion will not apply to an insured who did not commit, participate in or have knowledge of such conduct; or
- (2) Any intentional disregard of or deliberate, willful or dishonest non-compliance with any **environmental law** or any other statute, ordinance, regulation, order, judgment, decree, a notice of violation, instruction, or directive issued by or on behalf of any governmental body.

This exclusion does not apply to an insured's non-compliance with any law or regulation based on: (i) an insured's reasonable and good faith reliance upon the written advice of qualified outside counsel received in advance of such non-compliance; or (ii) the reasonable and good faith efforts to mitigate a **pollution incident** that results in **emergence response expense** provided coverage under the policy.

**l. Divested Property**

Arising out of a **pollution incident** on, at, under, or migrating from a **time-element location** or **scheduled location**, where such **pollution incident** commenced after the time such location was sold, given away or abandoned by an insured, or was condemned.

**m. Electronic Services**

Arising out of any failure to prevent unauthorized access to or use of an electronic system or program, unless such unauthorized access arises out of any act, error, or omission in the rendering of or failure to render **professional services** by you.

**n. Employer's Liability**

Arising out of any **bodily injury** to:

- (1) An **employee** of an insured if such **bodily injury** arises 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) To the spouse, child, parent, brother, sister, member of the household or any relation of such **employee**, including a **leased worker** and a **temporary worker**, who has a right to make a claim against an insured as a consequence of **bodily injury** described in 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 the insurance afforded under **SECTION I – COVERAGES, COVERAGE D – GENERAL POLLUTION LIABILITY, 1. Insuring Agreements, a. (4) Contractors Pollution Liability** for liability assumed by the insured under an **insured contract** executed prior to the date such injury occurs as a result of **your work** for such contract.

**o. Expected or Intended Injury or Damage**

Arising out of any injury or damage that is expected or intended from the standpoint of a **responsible manager**.

**p. Failure to Maintain Insurance**

Arising out of the actual or alleged failure to advise or require or failure to effect and maintain any policy of insurance, suretyship, or bond.

**q. Faulty Workmanship**

Arising out of the cost to repair or replace any faulty workmanship performed in whole or in part by any insured or anyone for whom any insured is legally responsible, including but not limited to faulty assembly, construction, erection, fabrication, installation, remediation, dismantling, excavation, or manufacturing.

This exclusion does not apply to the insurance afforded under **SECTION I – COVERAGES - COVERAGE D - GENERAL POLLUTION LIABILITY, 1. Insuring Agreements, a. (1) Hostile Fire and Building Equipment Liability, (2) Products Pollution and Exposure Liability, and (3) Transported Cargo Pollution Liability, COVERAGE E -TIME- ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY, and COVERAGE F – SCHEDULED LOCATION POLLUTION LIABILITY.**

**r. Insured Versus Insured**

Arising out of:

- (1) Any **claim** made by any insured against any other person or entity that is also an insured under this Policy;  
or
- (2) Any **claim** brought against any individual or entity or its subrogees or assignees:
  - (a) That wholly or partially owns or operates you;
  - (b) In which you have an ownership interest in excess of twenty-five percent (25%);
  - (c) That is controlled or operated by you; or
  - (d) In which you are an officer or director.

This exclusion does not apply to the insurance afforded under **SECTION I – COVERAGES, COVERAGE D – GENERAL POLLUTION LIABILITY, 1. Insuring Agreements, a. (4) Contractors Pollution Liability** to a client of the named insured that the named insured has agreed by written contract to name as an additional insured on this policy but only with respect to **loss** caused by **your work**.

**s. Known Pollution**

Arising out of a **pollution incident** that occurred, in whole or in part, prior to the first day of the **policy period** and was known by, or reported to, a **responsible manager** prior to the first day of the **policy period**. Any continuation, change or resumption of such **pollution incident** will be deemed to have been known by a **responsible manager** prior to the first day of the **policy period**.

This exclusion does not apply to:

- (1) A **pollution incident** that is specifically identified and scheduled as an exception to this exclusion in a Scheduled Pollution Incident endorsement attached to this policy; or
- (2) Insurance afforded under **SECTION I – COVERAGES, COVERAGE D – GENERAL POLLUTION LIABILITY, 1. Insuring Agreements, a. (4) Contractors Pollution Liability** and **COVERAGE G – PROFESSIONAL LIABILITY**.

**t. Material Change in Use**

Arising out of a change in the use of or operations at a **scheduled location** from that which you disclosed to us, in writing, prior to the first day of the **policy period**, where such change materially increases the likelihood or extent of a **pollution incident, bodily injury, property damage, environmental damage, loss or claim**, in relation to the disclosed use or operations, unless we consent to such change in writing.

**u. Nuclear**

Arising out of any radioactive, toxic, or explosive properties of Source Materials, Special Nuclear Materials, or By-Product Materials as defined in the Atomic Energy Act and for which the United States Department of Energy or any other government authority or agency has indemnified the insured or for which the Price Anderson Act provides protection for the insured.

This exclusion does not apply to the insurance afforded under **SECTION I – COVERAGES - COVERAGE D - GENERAL POLLUTION LIABILITY, 1. Insuring Agreements, a. (1) Hostile Fire and Building Equipment Liability, (2) Products Pollution and Exposure Liability, and (3) Transported Cargo Pollution Liability, COVERAGE E -TIME- ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY, and COVERAGE F – SCHEDULED LOCATION POLLUTION LIABILITY**.

**v. Prior Claims or Incidents**

Arising out of a **claim, loss, clean-up costs, emergency response expense, professional damages, mitigation expense**, an actual or alleged wrongful act, error or omission in the rendering or the failure to render **professional services**, or other circumstances:

- (1) Reported by you or on your behalf under any policy not issued by us or any entity affiliated with us prior to the first day of the **policy period** or the first day of the first policy issued to you by us if this policy is a continuous, uninterrupted renewal thereof; or
- (2) Known by, or reported to, a **responsible manager** prior to the first day of the **policy period** or the first day of the first policy issued to you by us if this policy is a continuous, uninterrupted renewal thereof.

Any continuation, change or resumption of such **claim, loss, clean-up costs, emergency response expense, professional damages, mitigation expense**, actual or alleged wrongful act, error or omission in the rendering or the failure to render **professional services** or other circumstances will be deemed to have been known by or reported to, a **responsible manager** prior to the first day of the **policy period**.

w. **Related Entities**

Arising out of any **claim** by an entity or individual that:

- (1) Is an affiliate of an insured;
- (2) An insured controls, manages, operates, or holds more than twenty-five percent (25%) ownership interest in;
- (3) Which controls, manages, operates, or holds more than a twenty-five percent (25%) ownership interest in an insured; or
- (4) Is controlled or managed by an insured.

x. **Trademark or Copyright Infringement**

Arising out of any infringement, misappropriation, or violation of copyright, patent, service marks, trademarks, trade secrets, title, or other proprietary or licensing rights or intellectual property of any products, technologies, or services by any insured.

y. **Transportation**

Arising out of the ownership, maintenance, use, operation, entrustment to others, or loading or unloading of any auto, railcar, train, watercraft, or aircraft beyond the boundaries of a **time-element location**, **non-owned location**, or **scheduled location**, or beyond the boundaries of a job site where **your work** is performed by you or on your behalf. This exclusion does not apply to the insurance afforded under **SECTION I – COVERAGES - COVERAGE D- GENERAL POLLUTION LIABILITY, 1. Insuring Agreements a.(3) Transported Cargo Pollution Liability**.

z. **Underground Storage Tanks**

Arising out of any **underground storage tank**. Except for **SECTION I – COVERAGES – COVERAGE E - TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY, 1. Insuring Agreements a. Time Element Location Pollution Liability**, this exclusion does not apply to an **underground storage tank**:

- (1) Whose existence is not known by or reported to any **responsible manager** prior to the **policy period**;
- (2) That is scheduled onto this policy by endorsement;
- (3) Which has been closed, abandoned in place, or removed prior to the commencement of the **policy period** in accordance with **environmental law** at the time of such closure, abandonment, or removal; or
- (4) That is an oil/water separator, stormwater collection system, or flow-through process tank located partially in the ground.

aa. **War**

Arising out of:

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

bb. **Warranty / Guarantee**

Arising out of any express warranty or guarantee unless liability would have attached by law to the insured in the absence of such warranty or guarantee.

This exclusion does not apply to the insurance afforded under **SECTION I – COVERAGES, COVERAGE D – GENERAL POLLUTION LIABILITY, 1. Insuring Agreements a. (4) Contractors Pollution Liability** and **COVERAGE G – PROFESSIONAL LIABILITY** for any warranty or guarantee by the insured that **your work** or the insured's **professional services** are in conformity with the generally accepted standard of care or a legal obligation that would be applicable in the absence of such warranty or guarantee.

cc. **Waste Brokering Services**

Arising out of any consultation and arrangement for the transportation, disposal, or treatment of waste or recyclable materials, products, or other materials.

This exclusion does not apply to the insurance afforded under **SECTION I – COVERAGES - COVERAGE D - GENERAL POLLUTION LIABILITY, COVERAGE E -TIME- ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY, COVERAGE F – SCHEDULED LOCATION POLLUTION LIABILITY, and COVERAGE G – PROFESSIONAL LIABILITY** but only to the extent that such consultation and arrangement for waste or recyclable materials, products, or other materials is disclosed to us, in writing, as insured **professional services** in the application or supplemental materials in support of the application.

dd. **Waste Disposal**

Arising out of a **pollution incident** on, at, under, or migrating from any location to which waste or recyclable materials, products, or other materials have been delivered beyond the boundaries of any site where **your work** is being performed.

This exclusion does not apply to the insurance afforded under **SECTION I – COVERAGES, COVERAGE E - TIME ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY, 1. Insuring Agreements, b. Non-Owned Location Pollution Liability.**

ee. **Workers' Compensation and Similar Laws**

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

**SECTION I - COVERAGES A, B, AND D – SUPPLEMENTARY PAYMENTS**

1. We will pay, with respect to any **claim** we investigate or settle, or any **suit** against an insured we defend:
  - a. All expenses we incur.
  - b. Up to \$1,000 for the 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** for damages or **claim** for **loss** 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.

**These payments will not reduce the limits of insurance.**

Our right and duty to defend and continue to pay supplementary payments end we have used up either: (i) the applicable limit of insurance in the payment of judgments or settlements or such limit is tendered into court; or (ii) the General Aggregate Limit has been used up or tendered into court.

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** or **pollution incident** 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 a **suit**.

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 either: (i) the applicable limit of insurance in the payment of judgments or settlements or such limit is tendered into court; (ii) the General Aggregate Limit has been used up or tendered into court; or (iii) the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture, or limited liability company, you are an insured. Your **executive officers** and directors are insureds, but only with respect to their duties as your 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), or to your members (if you are a limited liability company); or
      - (b) For which there is an obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph(1)(a) above; or
      - (c) Arising out of his or her providing or failing to provide professional health care services except incidental health care services provided by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services and provided you are not engaged in the business of providing such services.
    - (2) **Property damage** to property:
      - (a) Owned, occupied, or used by you; or



- (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 if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only: (i) until the ninetieth (90<sup>th</sup>) day after you acquire or form the organization or the last day of the **policy period**, whichever is earlier; (ii) provided that you give us written notification within ninety (90) days of the date of such acquisition or formation or before the last day of the **policy period**, whichever is earlier; and (iii) an additional premium to be charged at our discretion, determined by us, is paid when due;
  - b. **SECTION I – COVERAGES, COVERAGES A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, D – GENERAL POLLUTION LIABILITY, E – TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY, F – SCHEDULED LOCATION POLLUTION LIABILITY, and G – PROFESSIONAL LIABILITY** do not apply to **bodily injury, property damage, environmental damage, emergency response expense, professional damages or mitigation expense**, or any other amounts for which insurance is afforded under those Coverages that occurred before you acquired or formed the organization; and
  - c. **SECTION I – COVERAGES, 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.
4. a. A manager or lessor of premises, a lessor of leased equipment, or a mortgagee, assignee, or receiver is not an insured as respects **bodily injury, property damage, environmental damage, or personal and advertising injury**:
- (1) Arising out of any **occurrence** or **pollution incident** that takes place after the equipment lease expires or you cease to be a tenant; or
  - (2) Arising out of structural alterations, new construction, or demolition operations performed by or on behalf of the manager or lessor of premises, or mortgagee, assignee, or receiver.
5. Any person or organization that has at least a 50% controlling interest in you but only with respect to **bodily injury, property damage, environmental damage, or personal and advertising injury** arising out of their financial control of you caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.

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

### SECTION III – LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in Item 3. of the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. **Claims** made or **suits** brought; or
  - c. Persons or organizations making **claims** or bringing **suits**.
- 2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Damages under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard**;
  - b. Damages under **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**;
  - c. Medical expenses under **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**;
  - d. **Loss** under **SECTION I – COVERAGES, COVERAGES D – GENERAL POLLUTION LIABILITY, E – TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY**, and **F – SCHEDULED LOCATION POLLUTION LIABILITY**, except **loss** because of **bodily injury**, **property damage**, or **environmental damage** included in the **products-completed operations hazard**; and
  - e. **Professional damages** and **mitigation expense** under **SECTION I – COVERAGES, COVERAGE G – PROFESSIONAL LIABILITY**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages, and under **COVERAGE D – GENERAL POLLUTION LIABILITY, 1. Insuring Agreements, a. (2) Products Pollution and Exposure Liability**, and a. (4) **Contractors Pollution Liability** for **loss** because of **bodily injury**, **property damage**, and **environmental damage** included in the **products-completed operations hazard**.
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** for the sum of all damages because of all **personal and advertising injury** sustained by any one person or organization. Under Coverage **B**, all damages arising out of the same, related, repeated, or continuous offense are deemed to arise out of one offense.
5. Subject to Paragraph 2. or 3. above, whichever applies:
- a. The Each Occurrence Limit is the most we will pay for the sum of:
    - (1) All damages under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**; and
    - (2) Medical expense under **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**; because of all **bodily injury** and **property damage** arising out of any one **occurrence** provided, however, that subject to the foregoing, the Medical Expense Limit is the most we will pay under **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS** for the sum of all medical expenses because of **bodily injury** sustained by one person. Under Coverages **A** and **C**, all damages and medical expenses arising out of the same, related, repeated, or continuous **occurrence** are deemed to arise out of one **occurrence**.
  - b. (1) The Each Pollution Incident Limit shown for **SECTION I – COVERAGES, COVERAGES D – GENERAL POLLUTION LIABILITY** is the most we will pay for the sum of all **loss** (including **clean-up costs** and **emergency response expense**) under **SECTION I – COVERAGES, COVERAGE D – GENERAL POLLUTION LIABILITY** because of all **bodily injury**, **property damage**, and **environmental damage** arising out of any one **pollution incident**. Under Coverages **D**, all **loss** (including **clean-up costs** and **emergency response expense**), or any combination thereof, arising out of the same, related, repeated, or continuous **pollution incident** are deemed to arise out of one **pollution incident**.
  - (2) The Each Pollution Incident Limit shown for **SECTION I – COVERAGES, COVERAGES E – TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY**, and **F – SCHEDULED LOCATION POLLUTION LIABILITY** is the most we will pay for the sum of all **loss** (including **clean-up costs** and **emergency response expense**) under **SECTION I – COVERAGES, COVERAGES E – TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY**, and **F – SCHEDULED LOCATION POLLUTION LIABILITY** because of all **bodily injury**, **property damage**, and **environmental damage** arising out of any one **pollution incident**. Under Coverages **E**, and **F**, all **loss** (including **clean-up costs** and **emergency response expense**), or any combination thereof, arising out of the same, related, repeated, or continuous **pollution incident** are deemed to arise out of one **pollution incident**.

- c. The Each Act, Error, or Omission Limit is the most we will pay for the sum of all **professional damages** and **mitigation expense**, combined, under **SECTION I - COVERAGES, COVERAGE G – PROFESSIONAL LIABILITY** because of all **professional damages** and **mitigation expense** arising out of any one act, error, or omission in the rendering or failure to render **professional services** provided, however, subject to the foregoing, the Mitigation Expense Limit is the most we will pay under **SECTION I - COVERAGES, COVERAGE G – PROFESSIONAL LIABILITY** for the sum of all **mitigation expense**. Under Coverage **G**, all **professional damages** and **mitigation expense**, or both combined, arising out of the same, related, repeated, or continuous acts, errors, or omissions in the rendering or the failure to render **professional services** are deemed to arise out of one act, error, or omission in the rendering or failure to render **professional services**.
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under **SECTION I – COVERAGES, 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.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS** for all medical expenses because of **bodily injury** sustained by any one person.
8. The Limits of Insurance apply in excess of the Deductible amounts shown in Item 3. of the Declarations. The Deductible applies to all damages, **loss, clean-up costs, emergency response expense, professional damages, mitigation expense, or claim expense** arising out of any one applicable **occurrence**, offense, **pollution incident** or act, error or omission in the rendering or failure to render **professional services**, regardless of the number of persons or organizations who sustain damages, **loss, clean-up costs, emergency response expense, professional damages, mitigation expense or claim expense**.
- We may pay any part or all of the Deductible amount to effect a settlement of any **claim, damages, loss, clean-up costs, emergency response expense, professional damages, mitigation expense or claim expense** and upon notification to you, you shall promptly reimburse us for such part of the Deductible.
9. When we present a settlement offer to the insured that is acceptable to a claimant and within the applicable Limits of Insurance or Deductible, and the insured rejects the proposed settlement of the **claim** for the amount of the settlement offer, our duty to defend the **claim** shall end and the insured shall defend the **claim** at the insured's own expense. In that event, our liability shall not exceed the amount of the settlement offer that was rejected by the insured, plus the amount of **claim expense** incurred up to and including the date of such rejection by the insured, less any outstanding Deductible amounts. For the purpose of this paragraph, rejection of the proposed settlement offer includes the insured's failure to accept, in writing, the proposed settlement offer within five (5) calendar days of the insured's receipt of such offer.
10. Subject to **SECTION IV - CONDITIONS**, 12. **Multiple Coverages**, if the same **claim, pollution incident, occurrence**, offense, or act, error, or omission in the rendering or failure to render **professional services** results in coverage under more than one Insuring Agreement of this policy, only the highest Deductible under all Insuring Agreements applicable to the **claim, pollution incident, occurrence**, offense, or act, error or omission in the rendering or failure to render **professional services** shall apply.

## **SECTION IV – CONDITIONS**

### **1. Assignment**

This Policy may not be assigned without our prior written consent, which shall not be unreasonably withheld. Assignment of interest under this Policy shall not bind us until our consent is endorsed thereon.

### **2. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve us of our obligations under this policy and shall not relieve an insured of its obligations under this policy.

### **3. Cancellation**

- a. The first Named Insured shown in Item 1. of the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation. When such first Named Insured cancels this Policy, we will return premium to such first Named Insured on a short rate basis subject to the minimum earned premium, if any, shown in an endorsement to the policy.

- b. We may cancel this Policy by mailing or delivering to such first Named Insured written notice of cancellation at least:
  - (1) Ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium or your failure to reimburse us for any Deductible amount paid by us; or
  - (2) Ninety (90) days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to such first Named Insured's last mailing address known to us. Notice of cancellation will state the effective date and hour of cancellation. The **policy period** will end on that date. If notice is mailed, proof of mailing will be sufficient proof of notice.

#### 4. **Changes**

This Policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in Item 1. of the Declarations is authorized to make changes in the terms of this Policy with our written consent. This Policy's terms can be amended or waived only by endorsement issued by us and made a part of this Policy.

#### 5. **Currency**

All reimbursement shall be made in United States currency at the rate of exchange prevailing on:

- a. The date of judgment if a judgment is rendered;
- b. The date of settlement if settlement is agreed upon with our written consent; or
- c. The date legal expenses are paid.

#### 6. **Duties In The Event of Occurrence, Offense, Claim, Suit, Pollution Incident or Act, Error, or Omission**

- a. You must see to it that we are notified as soon as practicable of an **occurrence**, offense, **pollution incident** or act, error or omission in the rendering or failure to render **professional services** to which coverage under any of this insurance may apply. To the extent possible, notice should include:
  - (1) How, when, and where the **occurrence**, offense, **pollution incident** or act, error, or omission in the rendering or failure to render **professional services** 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, **pollution incident** or act, error or omission in the rendering, or failure to render **professional services**.
- b. If a **claim** is made or a **suit** is brought against any insured, you must:
  - (1) Immediately record the specifics of the **claim** or **suit** and the date received; and
  - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the **claim** or **suit** as soon as practicable.
- c. All notifications are to be made to the address shown in Item 1. of the Declarations or via email at envcasclaims@awac.com.
- d. 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**, **pollution incident**, act, error, or omission in the rendering or failure to render **professional services** or defense against the **suit**;
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury, damage, **loss**, or **professional damages** to which this insurance may also apply; and
  - (5) Update us regarding any requested information that is not available at the time of the request but subsequently becomes available.
- e. 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 prior consent, provided, however, this provision does not apply for **emergency response expense** for which you are entitled to recover under this policy.
- f. With respect to any **pollution incident** or **environmental damage**, the insured must:

- (1) Submit, for our approval, all proposed work plans prior to submittal to any regulatory agency or duly licensed scientist or engineer authorized by law to oversee the investigation and clean-up of a **pollution incident**;
- (2) Submit, for our approval, any bid or contract regarding any investigation, removal, response or clean-up action or activity prior to the submission, execution, or issuance of such bid or contract; and
- (3) Forward progress reports in connection with any investigation, removal, response, or clean-up action or activity at reasonable intervals and always prior to submitting such reports to any regulatory agency or duly licensed scientist or engineer that is authorized by law to review and approve such reports.

This paragraph f. does not apply to any investigation, removal, response, or clean-up action or activity for which you are entitled to recover **emergency response expense** under this policy.

- g. If we are prohibited under applicable law from investigating, defending or settling any such **claim**, the insured shall, under our supervision, arrange for such investigation and defense thereof as is reasonably necessary, and subject to our prior authorization, shall effect such settlement thereof.
- h. We have the right, but not the duty, to assume direct control of any clean-up, investigation, abatement, containment, treatment, removal, remediation, monitoring, or disposal activities to which this insurance applies. In the event we exercise such right, all amounts we incur which are **loss, clean-up costs or emergency response expense**, or any other amounts for which coverage may be afforded under this policy will reduce the applicable Deductible and Limit of Insurance according to **SECTION III - LIMITS OF INSURANCE**.

#### 7. Economic and Trade Sanctions

If affording insurance under this Policy would be in violation of any United States of America economic or trade sanctions, including but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control ("OFAC"), then such insurance will be null and void.

#### 8. Extended Reporting Periods – Coverages E - NON-OWNED LOCATION POLLUTION LIABILITY only, F – SCHEDULED LOCATION POLLUTION LIABILITY, and G – PROFESSIONAL LIABILITY

If this policy is canceled by the first Named Insured shown in Item 1. of the Declarations or not renewed, and such first Named Insured has not purchased or obtained other insurance to replace the insurance afforded by this policy, the following provisions apply under **Coverages E - NON-OWNED LOCATION POLLUTION LIABILITY only, F – SCHEDULED LOCATION POLLUTION LIABILITY, and G – PROFESSIONAL LIABILITY**:

##### a. Automatic Extended Reporting Period

The insured is entitled to a ninety (90) day Automatic Extended Reporting Period, commencing on the date and at the time that the **policy period** ends. When the insured is entitled to the ninety (90) day Automatic Extended Reporting Period, the insured has the right to report to us, in writing, during this ninety (90) day Automatic Extended Reporting Period:

- (1) A **claim** first made against the insured during the **policy period**; or
- (2) A **claim** first made against the insured during the ninety (90) day Automatic Extended Reporting Period, if such **claim** results from: (i) under **SECTION I – COVERAGES, COVERAGE E - NON-OWNED LOCATION POLLUTION LIABILITY only, and COVERAGE F – SCHEDULED LOCATION POLLUTION LIABILITY**: a **pollution incident** first discovered and reported to us, in writing, during the **policy period**; or (ii) under **SECTION I – COVERAGES, COVERAGE G - PROFESSIONAL LIABILITY**: an act, error, or omission in the rendering or failure to render **professional services** first discovered and reported to us, in writing during the **policy period**.

When the ninety (90) day Automatic Extended Reporting Period applies, a **claim** reported to us, in writing, during this ninety (90) day period will be deemed to have been made on the last day of the **policy period**.

##### b. Optional Extended Reporting Period

- (1) The first Named Insured shown in Item 1. of the Declarations shall be entitled to purchase an Optional Extended Reporting Period of up to thirty-six (36) months, commencing on the date and at the time the **policy period** ends, provided that:

- (a) Within thirty (30) days of such cancellation or non-renewal, we receive written notice from such first Named Insured of its election to purchase an Optional Extended Reporting Period for a specific period of not more than thirty-six (36) months; and
- (b) Such first Named Insured pays, prior to the commencement of the Optional Extended Reporting Period and in accordance with our payment terms, the additional premium charged by us, and upon payment, we will issue an endorsement providing for such Optional Extended Reporting Period.
- (2) The additional premium charged for the Optional Extended Reporting Period will not be more than two hundred (200%) percent of the total policy premium.
- (3) When such first Named Insured is entitled to and purchases the Optional Extended Reporting Period, the insured has the right to report to us, in writing, during the specified Optional Extended Reporting Period, a **claim** first made against the insured during such Optional Extended Reporting Period, provided the **claim** results from a **pollution incident** or act, error or omission in the rendering or failure to render **professional services** first discovered and reported to us, in writing, during the **policy period**. Any **claim** so reported will be deemed to have been made on the last day of the **policy period**.
- c. If the Optional Extended Reporting Period is purchased by such first Named Insured in accordance with the preceding paragraphs, the Automatic Extended Reporting Period becomes a part of and is not in addition to, the purchased Optional Extended Reporting Period.
- d. When applicable, the Automatic Extended Reporting Period and Optional Extended Reporting Period do not operate to increase any limit of insurance under this policy, extend the **policy period** or change the scope of coverage provided.
- e. For the purpose of this section, the quotation of different terms and conditions by us shall not be construed as a non-renewal of this policy.

## 9. Headings

The descriptions in the headings and sub-headings of this Policy are inserted solely for convenience and do not constitute any part of the terms or conditions of this Policy

## 10. Independent Counsel

In the event the insured is entitled by law to select independent counsel, the attorneys' fees and all other litigation expenses we must pay to that counsel are limited to the rates we actually pay to counsel we retain in the ordinary course of business in the defense of similar **claims** or **suits** in the community where the **claim** or **suit** arose or is being defended.

Additionally, we may exercise the right to require that such counsel have certain minimum qualifications with respect to their competency including experience in defending **claims** or **suits** similar to the one pending against the insured, and to require such counsel have errors and omissions insurance coverage. As respect any such counsel, the insured agrees that counsel will timely respond to our requests for information regarding the **claim** or **suit**.

Furthermore, the insured may at any time, by the insured's signed consent, freely and fully waive the right, if any, to select independent counsel.

## 11. Inspections and Surveys

- a. At any time during normal business hours with reasonable advance written notice, we have the right to:
  - (1) Make inspections and surveys of and monitor and audit books, records, services, proper ties, and activities as far as they relate to the subject matter of this Policy;
  - (2) Give you reports on the conditions we find; and
  - (3) Recommend changes.
- b. We are not obligated to make any inspections, surveys, reports, or recommendations, and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public and we do not warrant that conditions:
  - (1) Are safe or healthful; or

(2) Comply with laws, regulations, codes, or standards.

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

- c. We may modify, amend or delete any of the terms and conditions of this Policy, including the right to charge additional premium and the right to cancel, rescind or void this Policy, if any inspection or survey reveals any material risk, hazard or condition that was not previously disclosed by you in the Application or supplemental materials, or which deviates from the information disclosed in the Application or supplemental materials.

## 12. Multiple Coverages

A **claim** or **suit**, or part thereof, for which we have accepted coverage or coverage has been alleged or held to apply under one insuring agreement in this policy shall not be covered under any other insuring agreement in this policy.

## 13. Legal Action Against Us

No person or organization has a right under this Policy:

- a. To join us as a party or otherwise bring us into a **suit** asking for damages or **loss** from an insured; or
- b. To sue us on this Policy unless there has been full compliance with all of its terms.

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 or loss 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.

## 14. Notice of Possible Claim Under SECTION I – COVERAGES, COVERAGE F – SCHEDULED LOCATION POLLUTION LIABILITY, AND COVERAGE G – PROFESSIONAL LIABILITY

- a. If during the **policy period**, the **responsible manager** first becomes aware of a **possible claim** under **SECTION I – COVERAGES, COVERAGE F– SCHEDULED LOCATION POLLUTION LIABILITY**, and **COVERAGE G – PROFESSIONAL LIABILITY**, the **responsible manager** must provide written notice to us during the **policy period** containing all the information required under paragraph b. below. Any **possible claim** that subsequently becomes a **claim** made against you and reported to us within five (5) years after the end of the **policy period** of this Policy or any continuous, uninterrupted renewal thereof shall be deemed to have been first made and reported during the **policy period** of this policy. Such **claim** shall be subject to the terms, conditions, and limits of coverage of the policy under which the **possible claim** was reported.
- b. It is a condition precedent to the coverage afforded by this Policy that written notice under paragraph a. above, contains all of the following information:
  - (1) The cause of the **pollution incident** or act, error, or omission in the performance of **professional services**;
  - (2) The **scheduled location** where the **pollution incident** took place or the location where the act, error, or omission took place;
  - (3) The **bodily injury, property damage, environmental damage, emergency response expense, professional damages, or mitigation expense** which has resulted or may result from such **pollution incident** or act, error or omission in the rendering or failure to render **professional services**;
  - (4) The insured(s) which may be subject to the **claim** and any potential claimant(s);
  - (5) All engineering information available on the **pollution incident** or act, error, or omission in the rendering or failure to render **professional services**, and any other information that we deem reasonably necessary; and
  - (6) The date and circumstances by which the insured first became aware of the **possible claim**.

## 15. Other Insurance

If other valid and collectible insurance is available to the insured for any injury, damage, loss, cost, or expense we cover under this Policy, our obligations are limited as follows:

a. **Primary Insurance**

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below. However, in the event that a written contract, agreement, or permit requires this insurance to be primary for any person or organization with whom you agreed to insure in an **insured contract**, we will not seek contribution from any other insurance issued to such person or organization.

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, Builders' 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 damages or **loss** arises out of the maintenance or use of aircraft, **autos**, train, railcar or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**; or
- (v) With respect to **SECTION I – COVERAGES, COVERAGE G – PROFESSIONAL LIABILITY**; or
- (vi) That is a project-specific insurance policy, contractor-controlled insurance program, owner-controlled insurance program, consolidated (wrap-up) insurance program, or any other similar insurance or program.

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

(2) When this insurance is excess, we will have no duty under **SECTION I – COVERAGES, COVERAGES A, B, D, E, F, or G** to defend the insured against any **claim** or **suit** if any other insurer has a duty to defend the insured against that **claim** or **suit**. If no other insurer defends, we will undertake to do so under **COVERAGES A or B**, but we will be entitled to the insured's rights against all other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the damages, **loss**, or **professional damages** or any other amounts provided insurance under the policy, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the damages, **loss**, **professional damages**, or any other amounts provided insurance under the policy in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all the other insurance.

(4) We will share the remaining damages, **loss**, **professional damages** or any other amounts provided insurance under the policy, 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 Limit of Insurance shown in the Declarations.

c. **Method of Sharing**

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

16. **Premiums and Deductible**



The first Named Insured shown in Item 1. of the Declarations:

- a. Is responsible for the payment of all premiums;
- b. Will be the payee for any return premiums we pay; and
- c. Is responsible for the payment of all Deductibles.

#### 17. Representations

- a. By accepting this policy, you agree:
  - (1) The statements and information in the Application and other supplemental materials submitted to us are accurate and complete and are material to our underwriting of this policy;
  - (2) The statements and information provided are based upon representations you made to us; and
  - (3) We have issued this policy in reliance upon your representations.
- b. Misrepresentation, concealment, breach of a term or condition, or violation of any duty under this Policy by one insured shall not prejudice the interest of coverage for another insured under this Policy. Provided, however, that this condition shall not apply to any insured who is a parent, subsidiary, or affiliate of the first Named Insured.
- c. The unintentional failure by you or any insured to provide accurate and complete representations as of the inception of the policy will not prejudice the coverages afforded by this Policy.

#### 18. Separation of Insureds

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

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

#### 19. Service of Suit

In the event of our failure to pay any amount claimed to be due hereunder, we, at the request of the insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of our rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon counsel, Legal Department, Allied World National Assurance Company, 199 Water Street, 24<sup>th</sup> Floor, New York, New York 10038 or his or her representative, and that in any suit instituted against us upon this Policy, we will abide by the final decision of such court or of any appellate court in the event of an appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision, therefore, we hereby designate the Superintendent, Commissioner, Director of Insurance, or other officer specified for that purpose in the statute, or his or her successors in office as its true and lawful agent upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this Policy of insurance.

#### 20. Transfer of Rights of Recovery Against Others to Us

If the insured has the right to recover all or part of any payment we have made under this Policy, those rights are transferred to us. At our request, the insured will bring a suit or transfer those rights to us and help us enforce them. However, if the insured has waived rights of recovery against any person or organization in a written contract or agreement prior to the **occurrence, pollution incident**, or act, error or omission in the rendering of or failure to render **professional services** that are the subject of the **claim** or **suit** against the insured, we waive any right of recovery we may have under this Policy against such person or organization.

#### 21. Transfer of Your Rights and Duties Under This Policy

Your rights and duties under this policy may not be transferred without our prior written consent, which shall not be unreasonably withheld or delayed, except in the case of the death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having

proper temporary custody of your property will have your rights and duties but only with respect to that property.

## SECTION V – DEFINITIONS

1. **Advertisement** means a notice that is broadcast or published to the general public or specific market segments about your goods, products, or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website 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 where it is licensed or principally garaged.However, **auto** does not include **mobile equipment**.
3. **Bodily injury** means physical injury, sickness, building-related illness, mental anguish, shock, or emotional distress, or disease sustained by a person, including death resulting from any of these.
4. **Cargo** means the insured's goods, products, merchandise, supplies, or waste transported by the insured or by third-party carriers properly licensed to transport such goods, products, merchandise, supplies, or waste.
5. **Claim** means:
  - a. Under **SECTION I – COVERAGES, COVERAGES A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **B – PERSONAL AND ADVERTISING INJURY LIABILITY** a demand received by the insured alleging liability or responsibility on the part of the insured; and
  - b. Under **SECTION I – COVERAGES, COVERAGES D – GENERAL POLLUTION LIABILITY, E – TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY**, and **F – SCHEDULED LOCATION POLLUTION LIABILITY**, a demand seeking a remedy and alleging liability or responsibility on the part of the insured; and
  - c. Under **SECTION I – COVERAGES, COVERAGE G – PROFESSIONAL LIABILITY**, a demand seeking a remedy and alleging liability or responsibility on the part of the insured.
6. **Claim expense** under **SECTION I – COVERAGES, COVERAGES E - TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY, F - SCHEDULED LOCATION POLLUTION LIABILITY**, and **G – PROFESSIONAL LIABILITY** means reasonable and necessary fees and expenses authorized by us and incurred in the investigation and defense of a **claim** for any applicable **bodily injury, property damage, environmental damage, or professional damages** to which any of the coverage provided by this insurance applies. **Claim expense** does not include any fees for counsel retained by the insured without our written consent, any cost or charge incurred by the insured in assisting in the investigation or defense of a **claim**, including salaries and wages of the insured's in-house counsel or other employee, or any **mitigation expense**.
7. **Clean-up costs** mean reasonable and necessary expenses (including **restoration costs** and legal expenses), incurred with our prior written consent, which consent shall not be unreasonably withheld or delayed, to investigate, abate, contain, treat, remove, remediate, monitor, or dispose of soil, surface water, groundwater or other contaminated media, but only:
  - a. To the extent required by **environmental law**; or
  - b. For those costs that have been incurred by the government or any political subdivision of the United States of America (including its territories and possessions), Puerto Rico, and Canada for which you are legally liable; or
  - c. With respect to *Legionella pneumophila* and **microbial matter**, in the absence of a. or b. above, to the extent recommended by an **environmental professional**.

**Clean-up costs** do not include **emergency response expense** or costs, charges, or expenses for goods or services of an insured or its parent, subsidiary, or affiliate.

8. **Conveyance** means any **auto**, railcar, train, watercraft, or aircraft. Conveyance does not include pipelines.
9. **Coverage territory** means:
  - a. Anywhere in the world, provided the insured's responsibility to pay damages or **loss** for **bodily injury, property damage or environmental damage, cleanup costs, emergency response expense, professional damages**, or any other amount, injury, or damage for which coverage may be afforded under this policy is determined in a **suit** on the merits in the United States of America (including its territories and possessions), Puerto Rico, Canada or the Gulf of Mexico; or
  - b. The United States of America (including its territories and possessions), Puerto Rico, Canada, or the Gulf of Mexico, if the insured's responsibility to pay damages or **loss** for **bodily injury, property damage or environmental damage, cleanup costs, emergency response expense, professional damages**, or any other amount, injury or damage for which coverage may be afforded under this policy is not determined in a **suit** on the merits in the United States of America (including its territories and possessions), Puerto Rico, Canada or the Gulf of Mexico

We assume no responsibility for furnishing certificates or evidence of insurance or bonds, and we will not be liable for any fine or penalty imposed on you for failing to comply with insurance laws.

10. **Emergency response expense** means reasonable and necessary costs, charges, or expenses which qualify as **cleanup-costs** incurred by you: (a) on an emergency basis, to remediate a **pollution incident** that is an imminent and substantial threat to human health or the environment; and (b) for the period of no more than seven (7) consecutive days beginning on the day that the **pollution incident** was first discovered. Such **emergency response expense** does not include any profit element of any insured.
11. **Employee** includes a **leased worker** and a **temporary worker**.
12. **Environmental damage** means contamination of the soil, soil vapor, the atmosphere, any watercourse or body of water (including groundwater) or plant or non-human animal life, buildings, or other structures that result in **clean-up costs**, and under **SECTION I – COVERAGES, COVERAGES D – GENERAL POLLUTION LIABILITY, 1. Insuring Agreements, a. (3) Transported Cargo Pollution Liability** and a. **(4) Contractors Pollution Liability**, and under **COVERAGE F – SCHEDULED LOCATION POLLUTION LIABILITY**, also that may result in **emergency response expense**.
13. **Environmental law** means any federal, state, provincial, municipal, or other local law, statute, ordinance, rule, guidance document, regulation, administrative order, and directive and all amendments thereto, including state voluntary clean-up or risk-based corrective action guidance, related to **environmental damage**.
14. **Environmental professional** means an individual approved and designated by us in writing who is duly certified or licensed in a recognized field of environmental science as required by a state board, a professional association, or both, who meet minimum qualifications, and who maintain specified levels of errors and omissions insurance coverage acceptable to us.
15. **Executive officer** means a person holding any of the officer positions created by your charter, constitution, by-laws, or any other similar governing document.
16. **Hostile fire** means one which becomes uncontrollable or breaks out from where it was intended to be.
17. **Impaired property** means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:
  - a. It incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate, or dangerous; or
  - b. 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.
18. **Insured contract** means the following:
  - a. With regard to the insurance afforded under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and **COVERAGE D – GENERAL POLLUTION LIABILITY**, **insured contract** means:
    - (1) A contract for a lease of premises. However, that portion of the contract for a lease of premises excess of thirty (30) consecutive days 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**;

- (2) A sidetrack agreement;
- (3) Any easement or license agreement;
- (4) An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- (5) An elevator maintenance agreement;
- (6) That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for **bodily injury, property damage or environmental damage** to a third person or organization, provided that such written agreement is signed by you prior to the discovery of the **bodily injury, property damage or environmental damage**. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph (6) does not include that part of any contract or agreement:

- (i) 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
- (ii) 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 (i) above and supervisory, inspection, architectural or engineering activities.

- b. With regard to the insurance afforded under **SECTION I – COVERAGES, COVERAGE E – TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY**, and **COVERAGE F – SCHEDULED LOCATION POLLUTION LIABILITY**, **insured contract** means that part of any written contract or agreement, that is scheduled as an Insured Contract by endorsement attached to the policy, under which you assume the tort liability of another party to pay for **bodily injury, property damage, or environmental damage** to a third person or organization, provided that such written contract or agreement is signed by you prior to the discovery of the **bodily injury, property damage, or environmental damage**. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

19. **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**.

20. **Loading or unloading** means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto a **conveyance**;
- b. While it is in or on a **conveyance**; or
- c. While it is being moved from a **conveyance** 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 **conveyance**.

21. **Loss** means:

Solely with regard to the insurance afforded under **SECTION I – COVERAGES, COVERAGES D – GENERAL POLLUTION LIABILITY, E – TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY** and **F – SCHEDULED LOCATION POLLUTION LIABILITY**:

- a. Monetary awards or settlements of compensatory damages for **bodily injury, property damage, or environmental damage** and where allowable by law, punitive, exemplary, or multiple damages, and civil fines, penalties, or assessments for **bodily injury or property damage**;
- b. Monetary judgments, award or settlement for medical monitoring costs and environmental monitoring costs, provided that such monitoring is the result of physical **bodily injury** for which you are determined to be legally liable;
- c. **Clean-up costs** provided, however, that **loss** does not include **clean-up costs** with regard to the insurance afforded under **SECTION I – COVERAGES, COVERAGE F - SCHEDULED LOCATION POLLUTION LIABILITY, 1. Insuring Agreements, a. Bodily Injury and Property Damage Liability**;

- d. **Claim Expense** solely with regard to the insurance afforded under **SECTION I – COVERAGES, COVERAGE E - TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY** and **F- SCHEDULED LOCATION POLLUTION LIABILITY**; and
  - e. **Emergency response expense** solely with regard to the insurance afforded under **SECTION I COVERAGES, COVERAGES D – GENERAL POLLUTION LIABILITY, 1. Insuring Agreements, a. (3) Transported Cargo Pollution Liability** and **a. (4) Contractors Pollution Liability**, and under **COVERAGE F- SCHEDULED LOCATION POLLUTION LIABILITY, 1. Insuring Agreements, b. On-Site Clean-up Costs Liability** and **c. Off-Site Clean-up Costs Liability**.
22. **Microbial matter** means any organism of the kingdom Fungi including spores and mycotoxins released by such organism and *Legionella pneumophila*, whether or not such **microbial matter** is living.
23. **Misdelivery** means the delivery of any **cargo** that is liquid product into a wrong receptacle or to a wrong address or the erroneous delivery of one liquid product for another.
24. **Mitigation expense** means the cost and expense incurred by the insured in connection with an act, error or omission in the rendering or failure to render **professional services** prior to **claim** made or **suit** brought against the insured:
- a. That is deemed by us to be reasonable and necessary to prevent **professional damages**; and
  - b. That reduce or avoid the insured's potential liability to third parties for **professional damages** covered under **SECTION I – COVERAGES, COVERAGE G – PROFESSIONAL LIABILITY** of the Policy; and
  - c. That includes, but is not limited to, third-party consultation regarding disputed design flaws, additional reviews and inspections, forensic analysis of designs, and any other costs to remedy the deficiency; and
  - d. Which in our sole discretion will prevent a future **claim** or **suit**.
- Mitigation expense** does not include: overhead, markup, profit, consequential damages, or cost or expense incurred by the insured for materials supplied or services performed by the insured, unless such costs, charges, or expenses are incurred with our prior written consent.
25. **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 Paragraphs 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 Paragraphs 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 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**.

26. **Natural resource damage** means physical injury to or destruction of, including the resulting loss of value of, land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (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 or provincial government, any foreign government, any Native American tribe, or, if such resources are subject to a trust restriction on alienation, any member of a Native American tribe.

27. **Non-owned location** means:

- a. Any location that is scheduled in a Non-Owned Locations endorsement attached to this policy; or
- b. For any location other than a location scheduled in a Non-Owned Locations endorsement attached to this policy, **non-owned location** means any location:
  - (1) That is situated within the United States of America (its territories or possessions) or Canada;
  - (2) That was not at any time owned, occupied, operated, managed, or leased by an insured or an affiliate of an insured;

And provided further, for each location described in paragraphs a. and b. above, such location must also be either:

- (1) A location or warehouse utilized for the storage or distribution of your goods or **your product** for a period not exceeding ninety (90) consecutive days and is not a location of a purchaser or user of **your product**; or
- (2) A treatment, storage, or disposal facility utilized by or on behalf of you for waste or recyclable material generated from work or operations on or at a **time-element location** or **scheduled location**, from **your work**, or from **your product** provided that:
  - (a) Such location is properly licensed to accept and dispose of such waste or recyclable materials and is in compliance with all applicable **environmental law** at the time such waste or recyclable materials were sent to such location; and
  - (b) Prior to the latter of the time waste or recyclable material was first sent to such location by the insured or on their behalf, and on the first day of the **policy period**, such location or any part thereof, was not subject to:
    - (i) A Federal 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;
    - (ii) A consent order, consent decree, or corrective action under **environmental law**,
    - (iii) Being listed or proposed to be listed on the federal National Priorities List (NPL) or any state or local equivalent;
    - (iv) Current or pending remedial activities required by the laws of Canada or the Province of such location, if the location is situated in Canada; and
    - (iv) Bankruptcy or financial insolvency and is not owned or operated by a bankrupt or financially insolvent person or entity.

28. **Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

29. **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 to 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**.
30. **Policy Period** means the period of time stated in Item 2. of the Declarations however, if the policy is canceled in accordance with **SECTION IV – CONDITIONS**, 3. **Cancellation**, the **policy period** ends on the effective date of such cancellation.
31. **Pollutants** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, hazardous substances, petroleum hydrocarbons, low-level radioactive material and waste, medical or infectious or pathological waste, waste materials, electromagnetic fields, Legionella pneumophila, and **microbial matter**.
32. **Pollution incident** means:
- a. The discharge, emission, seepage, migration, dispersal, release, or escape of any **pollutants** into or upon the land, or any structure on land, the atmosphere including indoor air, or any watercourse or body of water including groundwater, provided such conditions are not naturally present in the environment in the concentration or amounts discovered;
  - b. The presence of **microbial matter** on, at, or within buildings or structures; and
  - c. The presence of **pollutants**, whether contained or uncontained, that have been illegally disposed of or abandoned at a **time-element location** or **scheduled location**, by parties other than an insured, provided such disposal or abandonment is unknown to any insured.
33. **Possible claim** means:
- a. under **SECTION I – COVERAGES, COVERAGE F- SCHEDULED LOCATION POLLUTION LIABILITY**: a **pollution incident** that you first discover during the **policy period** that you reasonably expect may result in a **claim**; or
  - b. under **SECTION I – COVERAGES, COVERAGE G – PROFESSIONAL LIABILITY**: an act, error, or omission in the rendering or the failure to render **professional services** that you first discover during the **policy period** that you reasonably expect may result in a **claim**.
34. **Products-completed operations hazard**:
- a. Includes all **bodily injury, property damage, or environmental 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, property damage, or environmental 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; or
    - (2) The existence of tools, uninstalled equipment, or abandoned or unused materials.
35. **Professional damages** means:

- a. Monetary judgment, awards, or settlement of compensatory damages;
- b. Punitive, exemplary, or multiplied damages for which the insured is legally liable but only where insurance coverage for such fines and penalties is allowable by law;
- c. Civil fines or penalties assessed against a third party other than the insured for which the insured is legally liable but only where insurance coverage for such fines and penalties is allowable by law;
- d. Civil fines or penalties assessed against the insured but only where insurance coverage for such fines and penalties is allowable by law; and
- e. **Claim expense** associated with items a. through d. above.

**Professional damages** does not include: (1) Injunctive or equitable relief; (2) The return or offset of fees charges, or commissions for services rendered or contracted to be provided; (3) Costs and expenses incurred by the insured to redo, change, supplement or fix the insured's work or services, including redesign; (4) Any of the insured's overhead, mark-up or profit; (5) Consequential damages; or (6) Liquidated damages.

36. **Professional services** means those services and activities performed for a fee by you or those acting on your behalf, including but not limited to, architect, engineer, consultant, inspector, technician and surveyor services that you or those acting on your behalf are qualified to perform for others and consistent with your corporate statements of professional qualifications or specifically defined by endorsement attached to the policy.

**Professional services** include ordinary technology services provided for others in the course of rendering professional services described above. Such technology services include the design, development, programming, analysis, training, use, hosting, management, support, and maintenance of any building information management, software, database, internet service, or website 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.

37. **Property damage** means:

- a. Physical injury to or destruction of 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. Under **SECTION I – COVERAGES, COVERAGES D – GENERAL POLLUTION LIABILITY, E – TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY, F – SCHEDULED LOCATION POLLUTION LIABILITY, and G – PROFESSIONAL LIABILITY**, this paragraph a., includes the diminished value of the tangible property that is physically injured;
- b. Loss of use of tangible property that is not physically injured or destroyed arising out of physical injury to or destruction of other tangible property. All such loss of use shall be deemed to occur at the time of the applicable **occurrence, pollution incident** or act, error or omission in the rendering or failure to render **professional services** that caused it; and
- c. Under **SECTION I – COVERAGES, COVERAGES D – GENERAL POLLUTION LIABILITY, E – TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY, F SCHEDULED LOCATION POLLUTION LIABILITY, and G – PROFESSIONAL LIABILITY**, **property damage** includes **natural resource damage**.

**Property damage** does not include **environmental damage**.

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

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

38. **Responsible manager** means you, your manager or supervisor responsible for environmental affairs, control or compliance, or any other **employee** authorized by you to give or receive notice of a **pollution incident** or **claim**.
39. **Restoration costs** mean reasonable and necessary expenses incurred by you with our written consent to repair or replace damaged real or personal property when such damage occurs because of **clean-up costs** to which this insurance applies. **Restoration costs** shall not exceed the replacement cost of such real or personal property. If repair or replacement results in kind or quality exceeding that of the real or personal property before it was damaged, whether at your option or not, we will not pay for the amount of the betterment.



40. **Retroactive date** means the date indicated in ITEM 5. of the Declarations or on an endorsement attached to this policy, if any, applicable to a specified coverage. If the term "NONE" appears with respect to a **retroactive date** then a **retroactive date** shall not be applicable. If no entry appears, then the retroactive date is the first day of the **policy period**.
41. **Scheduled location** means a location listed on the Scheduled Locations endorsement attached to this Policy.
42. **Suit** means a civil proceeding in which damages or **loss** because of **bodily injury, property damage, personal and advertising injury, or environmental damage** to which this insurance applies are alleged or in which **professional damages** because of an act, error, or omission in the rendering or failure to render **professional services** are alleged. **Suit** includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
43. **Temporary worker** means a person who is furnished to you to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.
44. **Time-element location** means a location that is:
- a. Owned or occupied by or rented or leased to you;
  - b. Not also considered a **non-owned location** or **scheduled location**; and
- provided that coverage for **environmental damage** is only afforded for a **time-element location** situated within the United States of America (its territories or possessions) or Canada.
45. **Transportation** means the movement of **cargo** beyond the boundaries of a location owned or occupied by or rented, or leased to you, including **loading or unloading of cargo** in a **conveyance** by the insured or a third-party carrier properly licensed to transport such **cargo** from the time of movement from the point of origin until delivery to the final destination. **Transportation** includes the movement, including **loading or unloading**, of **cargo** into, onto, or from a **conveyance** but no longer applies when the **cargo** is off-loaded from the **conveyance**.
46. **Underground storage tank** means any tank that has at least ten (10) percent of its volume below ground at the inception of the **policy period**, or installed thereafter including associated underground piping connected to the tank. An **underground storage tank** does not include a storage tank situated in an underground structure (such as a basement, cellar, mine shaft, or tunnel) if such storage tank is situated upon or above the surface of the floor and the entire surface areas of the tank can be visually inspected.
47. **Volunteer worker** means a person who is not your **employee**, 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.
48. **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.
49. **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.

**Endorsement No:** 15  
**This endorsement, effective:** November 30, 2024  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)  
**forms a part of Policy No:** 0311-5936  
**Issued to:** Holloway Environmental, LLC  
**by:** Allied World National Assurance Company

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

**SCHEDULE**

<b>Name of Additional Insured Person(s) or Organization(s)</b>
--

Any organization whom you have agreed to include as an additional insured under a fully executed written contract or written agreement, provided that such was executed prior to an "occurrence", loss, injury or damage.
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Solely with respect to the insurance afforded under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, it is agreed that the following is added to **SECTION IV – CONDITIONS, 15. Other Insurance**:

**Primary and Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured shown in the Schedule under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of this policy remain unchanged.

By:



**Joseph Cellura**

**Title: President, North American Casualty Division**

**Date: January 3, 2024**