



8/4/2016

Insured: State of Ohio; The Ohio Department of Natural Resources, Division of Wildlife  
Company: Certain Underwriter's at Lloyd's, London  
Policy #: PGIARK06322-00  
Policy Period: 6/13/2016-6/13/2017

Traci Jonker  
Brown & Riding Insurance Services  
2525 E.Paris avenue Suite 1  
Grand Rapids, MI 49546

Re: State of Ohio; The Ohio Department of Natural Resources, Division of Wildlife

Dear Traci

Please find the enclosed policy(s) for the above named insured. Please review for accuracy and inform our office of any changes that may be necessary.

If you have any questions please do not hesitate to call your underwriter.

Sincerely,

Service Unit



**7. NOTICE OF ELECTION TO:**

DUAL Commercial LLC  
Marlton Executive Park, 701 Rte. 73 S., Bldg. #2, Ste 105  
Marlton, NJ 08053

**FORMS AND ENDORSEMENTS ATTACHED  
AT INCEPTION:**

See schedule of Forms and Endorsements

**THESE DECLARATIONS TOGETHER WITH THE APPLICATION, FORMS AND  
ENDORSEMENTS ISSUED TO FORM A PART THEREOF, COMPLETE, THE ABOVE  
NUMBERED POLICY.**

8/4/2016

(Date)



(Authorized Representative)

**Named Insured:** State of Ohio; The Ohio Department of Natural Resources, Division of Wildlife

**Policy Number:** PGIARK06322-00

**Schedule of Participating Underwriters**

**Lloyd's Underwriters**

<b>Syndicate Number</b>	<b>Pseudonym</b>	<b>Participation</b>
4020	ARK	45.00%
1458	RNR	38.50%
1084	CSL	11.00%
2001	AML	5.50%

# Schedule of Forms

Named Insured State of Ohio; The Ohio Department of Natural Resources, Division of Wildlife

Policy No: PGIARK06322-00

Certain Underwriter's at Lloyd's, London - 1328

Form Name	Form Edition No
Declaration Page	PGI EL 001 0216
Schedule of Participating Underwriters	Lloyd's UW 015
Schedule of Forms	PGI EL 041 0210
Commercial General Liability Coverage Form	CG00011207
Deductible Liability Insurance	CG03000196
Limitation of Coverage to Designated Premises or Project	CG21440798
Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization	CG20100704
Additional Insured - Owners, Lessees, or Contractors - Completed Operations	CG20370704
Employment - Related Practices Exclusion	CG21470798
Exclusion - Exterior Insulation and Finish Systems	CG21861204
Waiver of Transfer of Rights of Recovery Against Others To Us	CG24041093
Exclusion - Testing or Consulting E & O	CG22330798
Contractor's Pollution Liability Coverage Form – Occurrence	PGI EL 004 0210
Several Liability Notice	LSW 1001
A Lloyd's Privacy Policy Statement	LSW1135b
Cancellation Clause	NMA1331
Service of Suit Clause (USA)	NMA1998
War and Terrorism Exclusion	NMA2918
War & Civil War Exclusion Clause	NMA464
Nuclear Incident Exclusion Clause	NMA1256
U.S. Terrorism Risk Insurance Act of 2002 as amended - Not Purchased Clause	LMA5092
Common Policy Conditions	PGI EL 036 0210
Mold, Mildew and Fungus Exclusion	PGI EL 008 0210
Sanction Limitation and Exclusion Clause	LMA3100
Additional Insured Endorsement	PGI EL 018 0210
Primary and Non-Contributory Wording Endorsement	PGI EL 020 0210
Policy Aggregate Endorsement	PGI EL 002 0210
Waiver of Subrogation Endorsement	PGI EL 019 0210
Designated Project Limitation Endorsement	PGI EL 014 0210
Transportation Pollution Liability Coverage Endorsement	PGI EL 010 0210
Designation of Surplus Lines Agent	PGI PL 002
Reliance Upon Other Carrier's Application	PGI EL 042 1010
TCPA Exclusion	PGI PL 074 1212
Exclusion - All Work Performed in the State of New York	PGI EL 057 0915

## COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

### 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 in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

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" 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 attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. 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 only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

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

### e. Employer's Liability

"Bodily injury" to:

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

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

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

**f. Pollution**

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (i) "Bodily injury" if 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;
    - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
  - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - (i) Any insured; or
    - (ii) Any person or organization for whom you may be legally responsible; or
  - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
    - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
    - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
  - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(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".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

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

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

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
- (b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

**h. Mobile Equipment**

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

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

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

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

**j. Damage To Property**

"Property damage" to:

- (1) Property 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 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

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.

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. Distribution Of Material In Violation Of Statutes**

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

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

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 end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

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 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 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 content of websites for others; or

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

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section.

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. Distribution Of Material In Violation Of Statutes**

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

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

**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 a similar law.

### e. Athletics Activities

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

### f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

### g. Coverage A Exclusions

Excluded under Coverage A.

## SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

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

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

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

These payments will not reduce the limits of insurance.

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" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

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

f. The indemnitee:

(1) Agrees in writing to:

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

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

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

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

(2) Provides us with written authorization to:

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

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

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

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

## SECTION 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), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
      - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
      - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
      - (d) Arising out of his or her providing or failing to provide professional health care services.
    - (2) "Property damage" to property:
      - (a) Owned, occupied or used by,
      - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
  - c. Any person or organization having proper temporary custody of your property if you die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.
  - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
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 until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

### SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. 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. Medical expenses under Coverage C;
  - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage B.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A; and
  - b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

### SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

#### 1. Bankruptcy

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

#### 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense 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" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

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

c. You and any other involved insured must:

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

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

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

### 3. Legal Action Against Us

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

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

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

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part 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.

### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, 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.

#### b. Excess Insurance

(1) This insurance is excess over:

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

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

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

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

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.

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

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

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

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

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

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

#### **c. Method Of Sharing**

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

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

#### **5. Premium Audit**

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

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

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

#### **6. Representations**

By accepting this policy, you agree:

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

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

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

#### **7. Separation Of Insureds**

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

a. As if each Named Insured were the only Named Insured; and

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

#### **8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

#### **9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

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

#### **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 web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

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

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in Paragraph a. above;

(2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or

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

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

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

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

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "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.

9. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

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

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

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

10. "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".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

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

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

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

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

(1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

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

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

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

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

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

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

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

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

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

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

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

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

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

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

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

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

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.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "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.

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

21. "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.

**22. "Your work":**

**a. Means:**

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

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

**b. Includes:**

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

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

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

## DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Coverage	SCHEDULE	Amount and Basis of Deductible	
		PER CLAIM	or PER OCCURRENCE
Bodily Injury Liability OR		\$	\$
Property Damage Liability OR		\$	\$
Bodily Injury Liability and/or Property Damage Liability Combined		\$	\$ 5,000

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**APPLICATION OF ENDORSEMENT** (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):

- |  |  |
|--|--|
| <p><b>A.</b> Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.</p> <p><b>B.</b> You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:</p> <p><b>1. PER CLAIM BASIS.</b> If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:</p> <p style="margin-left: 20px;"><b>a.</b> Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";</p> | <p style="margin-left: 20px;"><b>b.</b> Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or</p> <p style="margin-left: 20px;"><b>c.</b> Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:</p> <p style="margin-left: 40px;"><b>(1)</b> "Bodily injury";</p> <p style="margin-left: 40px;"><b>(2)</b> "Property damage"; or</p> <p style="margin-left: 40px;"><b>(3)</b> "Bodily injury" and "property damage" combined</p> <p style="margin-left: 20px;">as the result of any one "occurrence".</p> <p>If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.</p> <p>With respect to "property damage", person includes an organization.</p> |
|--|--|

**2. PER OCCURRENCE BASIS.** If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:

- a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
- b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
- c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
  - (1) "Bodily injury";
  - (2) "Property damage"; or
  - (3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

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

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

apply irrespective of the application of the deductible amount.

**D.** We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

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

**LIMITATION OF COVERAGE TO DESIGNATED  
PREMISES OR PROJECT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Premises:</b> ALL
<b>Project:</b> ALL

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance applies only to "bodily injury", "property damage", "personal and advertising injury" and medical expenses arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule and operations necessary or incidental to those premises; or
2. The project shown in the Schedule.

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location(s) Of Covered Operations</b>
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an Additional insured. However, this status exists only for the project specified in that contract.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;  
in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Policy number: PGIARK06322-00

**COMMERCIAL  
GENERAL LIABILITY  
CG 20 37 07 04**

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location And Description Of Completed Operations</b>
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CG 20 37 07 04

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

## **EMPLOYMENT-RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

"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 or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

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

**B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

"Personal and advertising 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 or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

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

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

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Name of Person or Organization:**

Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to provide a waiver of subrogation.

However, this status exists only for the project specified in that contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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

## **EXCLUSION – EXTERIOR INSULATION AND FINISH SYSTEMS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A.** This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of, caused by, or attributable to, whether in whole or in part, the following:
1. The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or
  2. "Your product" or "your work" with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system", or any substantially similar system, is used on the part of that structure containing that component, fixture or feature.
- B.** The following definition is added to the **Definitions** Section:
- "Exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:
1. A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;
  2. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
  3. A reinforced or unreinforced base coat;
  4. A finish coat providing surface texture to which color may be added; and
  5. Any flashing, caulking or sealant used with the system for any purpose.

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

## **EXCLUSION – TESTING OR CONSULTING ERRORS AND OMISSIONS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. An error, omission, defect or deficiency in:
  - a. Any test performed; or
  - b. An evaluation, a consultation or advice given, by or on behalf of any insured;
2. The reporting of or reliance upon any such test, evaluation, consultation or advice; or
3. An error, omission, defect or deficiency in experimental data or the insured's interpretation of that data.

## Contractors Pollution Liability

PLEASE READ THE ENTIRE POLICY CAREFULLY.

VARIOUS PROVISIONS OF THE POLICY RESTRICT OR EXCLUDE COVERAGE.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine YOUR rights, duties and what is and is not covered. Throughout this policy the words YOU and YOUR refer to the NAMED INSURED shown in the Declarations and any other INSURED under this policy. The word INSURED(S) means any person(s) or organization(s) qualifying as such under SECTION II. The words WE, US, and OUR refer to the Company providing this insurance. In addition to the above, words and phrases that appear in capital letters have special meanings and are defined in SECTION II - DEFINITIONS.

Words and phrases that appear in capital letters have special meanings and are defined in SECTION II - DEFINITIONS.

In consideration of the premium charged, the undertaking of the NAMED INSURED to pay the Deductible, and in reliance upon the statements in the application, and subject to the Limits of Liability of this insurance as set forth in the Declarations, and the Exclusions, Conditions and other terms of this Policy, WE agree with YOU as follows:

### I. INSURING AGREEMENT

We will pay on YOUR behalf all sums in excess of the Deductible that YOU are legally obligated to pay as a result of a CLAIM for BODILY INJURY or PROPERTY DAMAGE caused by a POLLUTION EVENT resulting from COVERED OPERATIONS, provided that:

- (1) Such BODILY INJURY or PROPERTY DAMAGE occurs during the POLICY PERIOD;
- (2) Progressive, indivisible BODILY INJURY or PROPERTY DAMAGE over a period of days, weeks, months or longer caused by the same, continuous, repeated, or related POLLUTION EVENT shall be deemed to have occurred only on the date of first exposure to such POLLUTION EVENT;
- (3) If the date of the first exposure is before the inception date of the first Contractors Pollution Liability Policy issued to YOU by US, or the date of the first exposure cannot be determined, but the progressive, indivisible BODILY INJURY or PROPERTY DAMAGE continues to exist during the POLICY PERIOD, it will be deemed to have occurred only on the inception date of the first Contractors Pollution Liability Policy issued to YOU by US which is applicable to the COVERED OPERATIONS from which such POLLUTION EVENT resulted.

WE shall have the right and duty to assume the adjustment, defense and settlement of any CLAIM to which this insurance applies.

Our duty to adjust, defend and settle all CLAIMS to which this insurance applies ends when the applicable Limits of Liability have been tendered into court or exhausted by payment of LOSSES or CLAIM EXPENSES.

## II. DEFINITIONS

- A. **AUTOMOBILE** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any machinery or apparatus attached thereto.
- B. **BODILY INJURY** means physical injury, sickness, or disease, sustained by any person including death resulting therefrom and including mental anguish or emotional distress when accompanied by physical injury.
- C. **CLAIM** or **CLAIMS** means any demand received by YOU alleging liability or responsibility on YOUR part for **LOSSES** because of a **POLLUTION EVENT** resulting from **COVERED OPERATIONS**.
- D. **CLAIM EXPENSES** means:
1. fees charged by an attorney designated by US, or by YOU with OUR written consent, and
  2. all other fees, costs and expenses resulting from the investigation, adjustment, defense of a CLAIM, and the premiums for appeal, attachment or similar bonds; and
  3. 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 amount available for the judgment under this policy;
  4. allowable expenses of \$500 per day but no more than \$5,000 in total for the compensation to YOUR principals, directors, officers or employees for personally attending any legal proceeding at OUR request. These allowable expenses shall not be applied towards reducing the applicable Deductible amount and are in addition to the Limits of Liability.
- CLAIM EXPENSES** do not include salaries or expenses of OUR regular employees or fees and expenses of independent adjusters retained by US.
- E. **CLEANUP COSTS** means the necessary expenses incurred in the investigation, removal and remediation (including the associated monitoring, neutralization, immobilization or disposal) of contaminated soil, surface water, groundwater, or other contamination.
- F. **COVERED OPERATIONS** means those activities performed by YOU or any entity for whom you are legally responsible at a job site.
- G. **INSURED** means:
1. the **NAMED INSURED**;
  2. YOUR current or former principals, partners, executive officers, directors, stockholders or trustees while acting on YOUR behalf and within the scope of their duties as such;

3. YOUR current or former employees including leased personnel under YOUR supervision, but only for acts within the scope of their employment or lease agreement;
4. YOUR heirs, executors, administrators, assigns and legal representatives in the event of death, incapacity or bankruptcy, but solely with respect to the liability insured herein;
5. a retired principal, partner, officer, director or employee while acting within their duties as a consultant for YOU;
6. a client for whom the NAMED INSURED performs or performed COVERED OPERATIONS, provided that a written contract or agreement is in effect between the NAMED INSURED and the client. However, such clients are covered solely with respect to LOSS arising from COVERED OPERATIONS and are not covered for any LOSS arising from the client's own liability. Clients of the NAMED INSURED are covered only for Limits of Liability up to and not exceeding the amount required by the written contract with the NAMED INSURED and subject to the Limits of Liability of this Policy.

H. **INSURED CONTRACT** means any written contract or agreement under which YOU assume the tort liability of another party to pay for BODILY INJURY or PROPERTY DAMAGE. Tort liability means a liability that would have existed by law in the absence of any contract or agreement. **INSURED CONTRACT** includes any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality.

I. **LOSS** means:

1. monetary judgments, awards or settlements of compensatory damages arising from BODILY INJURY and PROPERTY DAMAGE;
2. related CLAIM EXPENSES.

However, LOSS does not include fines or penalties assessed against YOU; or exemplary damages including but not limited to punitive, multiple or treble damages.

J. **MEDIATION** means formal non-binding intervention by a neutral third party.

K. **NAMED INSURED** means the person or entity designated in the Declarations.

L. **NATURAL RESOURCE DAMAGES** means the sum of:

1. reasonable direct costs, including costs of assessment, associated with action necessary to restore (including replacement) the natural resource to its baseline condition prior to the POLLUTION EVENT, and
2. the USE VALUE of injury to or destruction of natural resources, including the land, surface water, groundwater, subsurface strata, air, fish, wildlife, or biota

between the time of a POLLUTION EVENT and restoration of the natural resources injured by the POLLUTION EVENT.

- M. **POLICY PERIOD** means the period set forth in the Declarations, or any shorter period resulting from a termination of this policy.
- N. **POLLUTION EVENT** means the discharge, dispersal, migration, seepage, release, or escape of any solid, liquid, gaseous or thermal irritant, contaminant or pollutant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste, provided such conditions are not naturally present in the environment in the concentration or amounts discovered.
- O. **PROPERTY DAMAGE** means:
  - 1. physical injury to or destruction of tangible property including the resulting loss of use thereof;
  - 2. loss of use of tangible property that has not been physically injured or destroyed;
  - 3. **CLEANUP COSTS**; and
  - 4. **NATURAL RESOURCE DAMAGE**.
- P. **USE VALUE** means the value of the natural resources to the public attributable to the direct use of the services provided by the natural resources.

### **III. EXCLUSIONS**

This policy does not apply to any CLAIMS, CLAIM EXPENSES or LOSSES resulting from or arising out of:

- A. a CLAIM made by any INSURED against any other INSURED. However, this exclusion shall not apply to a CLAIM by any INSURED who is a client for whom the INSURED or any entity for whom YOU are legally liable is performing or has performed COVERED OPERATIONS;
- B. a CLAIM by any individual or business enterprise or its subrogees or assignees; (1) that wholly or partially owns, operates or manages YOU; or (2) in which YOU have an ownership interest in excess of 25 percent; or (3) that is controlled, operated or managed by YOU;
- C. any obligation for which YOU or any carrier as YOUR Insurer may be liable under any workers' compensation, unemployment compensation, employers liability, disability benefits law or under any similar law;
- D. liability assumed by YOU under any oral or written contract or agreement except that this exclusion shall not apply to :
  - 1. any CLAIM where legal liability exists in the absence of such contract or agreement.

- 2. liability for LOSS assumed in a contract or agreement that is an INSURED CONTRACT, provided that the POLLUTION EVENT resulting from COVERED OPERATIONS occurs subsequent to the execution of such contract;
- E. the cost to repair or replace faulty construction workmanship YOU perform on any construction, erection, fabrication, installation, assembly or manufacturing process, including materials, parts or equipment furnished in connection therewith;
- F. a POLLUTION EVENT existing prior to the inception date of the policy known to YOU or any of YOUR principals, partners, directors, or officers, or any of YOUR employees with responsibility for environmental affairs, legal affairs or risk management, and which could reasonably be expected to give rise to a CLAIM;
- G. any dishonest, fraudulent, or malicious act, error or omission, or those of a knowingly wrongful nature or the intentional, willful or deliberate non-compliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body by or at YOUR direction except that this exclusion will not apply to any INSURED who did not commit, participate in, or have knowledge of any of the acts described;
- H. the ownership, entrustment, maintenance, use, operation, loading or unloading of any AUTOMOBILE, aircraft, vessel or rolling stock beyond the boundaries of the site at which the COVERED OPERATIONS are being conducted unless endorsed onto this policy;
- I. waste, contaminants, pollutants, or materials transported via AUTOMOBILE, aircraft, vessel, watercraft or railroad rolling stock beyond the boundaries of the site at which YOU are performing COVERED OPERATIONS for YOUR client;
- J. real property, facilities or personal property owned, leased, or rented by YOU;
- L. a claim resulting from or arising out of professional services rendered or that should have been rendered by YOU or any entity for whom YOU are legally responsible, including but not limited to recommendations, opinions, and strategies rendered for architectural, consulting, design and engineering services, such as drawings, maps, reports, surveys, change orders, plan specifications, assessment services, remedy selections, or inspection service.

**IV. LIMITS OF LIABILITY AND DEDUCTIBLE**

**A. Each Claim Limit of Liability**

OUR liability for LOSS for each CLAIM arising from the same, continuous, repeated or related POLLUTION EVENT shall not exceed the amount stated in the Declarations as the Each CLAIM Limit of Liability.

**B. Aggregate Limit of Liability Each Policy Period**

OUR liability as a result of all CLAIMS for LOSSES shall not exceed the amount stated in the Declarations as Aggregate Limit of Liability Each POLICY PERIOD.

**C. Each Claim Expense Limit of Liability**

OUR liability for CLAIM EXPENSES for each CLAIM arising from the same, continuous, repeated or related POLLUTION EVENT shall not exceed the amount stated in the Declarations as the Each CLAIM EXPENSE Limit of Liability.

**D. Aggregate Claims Expense Limit of Liability Each Policy Period**

OUR liability as a result of all CLAIM EXPENSES shall not exceed the amount stated in the Declarations as Aggregate CLAIM EXPENSES Limit of Liability Each POLICY PERIOD.

**E. Deductible**

As a condition precedent to OUR liability under this Policy, the Deductible amount as stated in the Declarations shall be paid by YOU and shall be applicable to each CLAIM and shall include all LOSSES and CLAIM EXPENSES up to the Deductible amount for each CLAIM.

YOUR total Deductible payments, in respect to each CLAIM shall not exceed the Deductible amount stated in the Declarations. WE may from time to time advance payments for LOSSES and CLAIM EXPENSES within the Deductible. Any amounts first paid by US within the Deductible shall, upon written demand by US, be paid by YOU to US within thirty (30) days.

**D. Multiple Insureds, Claims and Claimants**

The Limits of Liability shown in the Declarations and described herein are the most WE will pay, regardless of the number of INSUREDS, CLAIMS, or individuals or entities making CLAIMS. One or more CLAIMS arising out of a single POLLUTION EVENT or out of a series of related POLLUTION EVENTS shall be treated as a single CLAIM, and shall be subject to the Each CLAIM Limit of Liability and only one Deductible.

If the same, continuous, repeated or related POLLUTION EVENT results in BODILY INJURY or PROPERTY DAMAGE which occurs during POLICY PERIODS of different Contractors Pollution Liability Policies issued to YOU by US, all such BODILY INJURY or PROPERTY DAMAGE shall be deemed to have occurred only during the POLICY PERIOD of the first Contractors Pollution Liability Policy in which any BODILY INJURY or PROPERTY DAMAGE occurred.

**E. MEDIATION**

If WE and YOU agree to use MEDIATION to resolve a CLAIM brought against YOU and if such CLAIM is resolved thereby, the Deductible stated in the Declarations shall be reduced by 50% for such CLAIM subject to a maximum reduction of \$25,000.

**V. CLAIM PROVISIONS**

**A. Notice of CLAIM**

In the event of a CLAIM, YOU shall provide to US prompt written notice containing particulars sufficient to identify YOU or any INSURED involved and reasonably obtainable information with respect to time, place and circumstances, and the names and addresses of any injured parties and of available witnesses. YOU further agree to send US copies of all demands or legal documents as soon as possible. YOUR knowledge of CLAIM shall be deemed to have occurred when a principal, partner, director, or executive officer first learned of the CLAIM.

All CLAIMS are to be reported to:

Premier Claims Management, LLC.  
2020B North Tustin Avenue  
Santa Ana, CA 92705  
Tel: 888-683-2266  
Fax: 866-885-4047  
Email: [claims@premierclaimslc.com](mailto:claims@premierclaimslc.com)  
[www.premierclaimslc.com](http://www.premierclaimslc.com)

- B. No costs, charges or related CLAIM EXPENSES shall be incurred without OUR written consent which shall not be unreasonably withheld.

WE shall have the right and the duty to designate legal counsel for the investigation, defense or settlement of a CLAIM. WE will not settle or compromise any CLAIM without YOUR consent. YOU shall do nothing to prejudice OUR rights under this policy nor shall YOU admit liability or settle any CLAIM without OUR written consent. If YOU refuse to consent to any settlement or compromise recommended by US involving any part of OUR limits of liability and acceptable to the claimant, and YOU elect to contest the CLAIM, suit or proceeding, then OUR liability shall not exceed the amount which WE would have paid for LOSSES and CLAIM EXPENSES at the time the CLAIM or suit or proceeding could have been settled or compromised.

- C. YOU shall assist and cooperate with US in the investigation, settlement and defense of all CLAIMS made against YOU and upon OUR request shall authorize the release of records and other information, secure and give evidence, attend hearings and trials and obtain the location of and cooperation of witnesses. Any expenses YOU incur resulting from such cooperation are not considered CLAIMS EXPENSES, and are thus not recoverable under this policy or chargeable against YOUR Deductible.
- D. In the event that YOU are entitled by law to select independent counsel to defend YOU at the Company's expense and YOU elect to select such counsel, the attorney's 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 in the community where the CLAIM arose or is being defended.

Additionally, WE may exercise the right to require that such counsel have certain minimum qualifications with respect to their legal competency including experience in defending CLAIMS similar to the one pending against YOU and to require such counsel

to have errors and omissions insurance coverage. As respects any such counsel, YOU agree to require YOUR counsel to, in a timely manner, provide US with information regarding the CLAIM and to respond to OUR request for information regarding the CLAIM.

YOU may at anytime, by YOUR signed consent, freely and fully waive YOUR right to select independent counsel.

**VI. CONDITIONS**

**A. Action Against US**

No action shall lie against US unless, as a condition precedent thereto, there shall have been full compliance with all of the terms and conditions of this policy, and both YOUR liability and the amount of YOUR obligations to pay has been finally determined either by judgment against YOU after an actual trial or by YOUR written agreement with the claimant or the claimant's legal representative with OUR approval.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join US as a party to any action against YOU to determine YOUR liability, nor shall WE be impleaded by YOU or YOUR legal representative.

**B. Assignment**

Assignment of interest under this policy shall not bind US without OUR express written consent.

**C. Audit And Inspection**

Solely for OUR benefit, WE shall be permitted but not obligated to inspect, sample and monitor on a continuing basis the INSURED's property or operations at any time. OUR audit or inspection of YOU shall not constitute an undertaking on behalf of the INSURED or others to determine or warrant that property or operations are safe or conform to acceptable engineering practice or are in compliance with any law, rule, or regulation.

**D. Bankruptcy or Insolvency**

YOUR bankruptcy or insolvency shall not relieve US of OUR obligations under this policy.

**E. Cancellation and Nonrenewal**

**1. Cancellation by YOU**

YOU may cancel this policy by surrender thereof to US or any of OUR authorized representatives or by mailing to US written notice stating when thereafter such cancellation shall be effective.

If YOU cancel this policy, WE shall retain the customary short rate proportion of the premium.

2. Cancellation by US

- a. If this policy has been in effect less than sixty (60) days and is not a renewal of a policy issued by US, WE may cancel this policy for any reason.
- b. If this policy has been in effect for sixty (60) days or more or is a renewal of a policy issued by US, this policy may not be canceled except for one or more of the following reasons:
  - (1) Nonpayment of premium or Deductible when due;
  - (2) Fraud or material misrepresentation affecting the policy;
  - (3) Violation of any of the terms or conditions of the policy;
  - (4) Loss of reinsurance; or
  - (5) Material change in the risk.
- c. Written notice of cancellation shall be mailed or delivered by US to YOU at least:
  - (1) Fifteen (15) days prior to the effective date of cancellation, if this policy is canceled for nonpayment of premium; or
  - (2) Sixty (60) days prior to the effective date of cancellation, if this policy is canceled for any other reason.
- d. Delivery shall be considered to be equivalent to mailing. Proof of mailing shall be considered to be proof of notice.
- e. If this policy is canceled by US, the earned premium shall be computed pro rata.

3. Nonrenewal

If WE elect not to renew this policy WE will mail a written notice at least sixty (60) days prior to expiration, unless the reason for nonrenewal is nonpayment of premium or YOUR deductible obligations or if YOU failed to comply with any other term or condition. Proof of mailing shall be considered to be proof of notice.

**F. Changes**

The terms and conditions of this policy may only be altered by an endorsement issued by US.

**G. Choice of Law and Jurisdiction**

If a dispute arises over the meaning, interpretation or operation of any term, condition, definition or provision of this policy, YOU and WE agree that the substantive law of the State of New York shall apply regardless of the choice of law or conflicts of law principles.

In the event that YOU and WE agree to resolve the dispute by arbitration, the Commercial Arbitration rules of the American Arbitration Association shall apply.

**H. Other Insurance**

1. The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and YOU have other insurance which is stated to be applicable to the loss on an excess basis, the amount of OUR liability under this policy shall not be reduced by the existence of such insurance.

2. When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess, or contingent, WE shall not be liable under this policy for a greater proportion of the loss than that stated in the Declarations or the following contribution provision; whichever is lower:

Contribution by Equal Shares - If all of such other valid and collectible insurance provides for contribution by equal shares, WE will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

Contribution by Limits - 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.

**I. Representations**

By acceptance of this policy, YOU agree that the statements in the application and its attachments are YOUR agreements and representations, that this policy is issued in reliance upon the truth of such representations, and that this policy, its Declarations and endorsements embody all agreements existing between YOU and US relating to this insurance.

**J. Separation of Insureds**

Except with respect to the Limits of Liability, and any rights or duties specifically assigned to YOU, this insurance applies:

As if each Named INSURED were the only Named INSURED; and

Separately to each INSURED against whom a CLAIM is made.

Misrepresentation, concealment, breach of contract or violation of any duty under this policy by one INSURED shall not prejudice the interest of coverage of another INSURED under this policy.

**K. Sole Agent**

The first NAMED INSURED shall act on behalf of all INSUREDS for all purposes, including but not limited to the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this policy, complying with all applicable CLAIMS provision, giving and receiving notice of cancellation or nonrenewal, and reimbursement to US of any Deductible advanced.

**L. Subrogation**

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

WE shall not exercise any such right against any persons, firms or corporations included in the definition of an INSURED or against YOUR clients if prior to the CLAIM, a waiver of subrogation was so required and accepted under a specific contractual undertaking by YOU.

All recoveries obtained through subrogation shall be applied equally towards YOUR Deductible and OUR costs with any remaining balance payable to US.

**M. Policy Territory**

The insurance afforded by this policy applies worldwide. Where suits are brought or CLAIMS are made outside of the United States of America and its territories and possessions, Puerto Rico, or Canada, the following additional provisions apply:

1. WE shall have the right but not the duty to investigate, defend or settle any such CLAIMS brought against an INSURED;
2. If WE elect not to investigate, defend or settle 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 as WE and an INSURED deem expedient;
3. WE will reimburse the INSURED for the reasonable cost of such investigation and defense and the amount of any settlement or judgment in excess of the Deductible amount stated in the Declarations, all subject to and within the Limits of Liability stated in the Declarations; and
4. Such reimbursement shall be made in United States currency at the rate of exchange prevailing on the date the judgment is rendered or the date that the amount of the settlement is agreed upon or the date expenditure is made.

**SEVERAL LIABILITY NOTICE**

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

LSW 1001 (Insurance) 08/94

## **LLOYD'S PRIVACY POLICY STATEMENT**

### **UNDERWRITERS AT LLOYD'S, LONDON**

The Certain Underwriters at Lloyd's, London want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

### **INFORMATION WE COLLECT**

The non-public personal information that we collect about you includes, but is not limited to:

- Information contained in applications or other forms that you submit to us, such as name, address, and social security number
- Information about your transactions with our affiliates or other third-parties, such as balances and payment history
- Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history

### **INFORMATION WE DISCLOSE**

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

### **CONFIDENTIALITY AND SECURITY**

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

### **RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION**

**You have a right to request access to or correction of your personal information that is in our possession.**

### **CONTACTING US**

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

## CANCELLATION CLAUSE

NOTWITHSTANDING anything contained in this Insurance to the contrary this Insurance may be cancelled by the Assured at any time by written notice or by surrendering of this Contract of Insurance. This Insurance may also be cancelled by or on behalf of the Underwriters by delivering to the Assured or by mailing to the Assured, by registered, certified or other first class mail, at the Assured's address as shown in this Insurance, written notice stating when, not less than **30** days thereafter, the cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice.

If this Insurance shall be cancelled by the Assured the Underwriters shall retain the customary short rate proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the Earned Premium hereon or the customary short rate proportion of any Minimum Premium stipulated herein whichever is the greater.

If this Insurance shall be cancelled by or on behalf of the Underwriters the Underwriters shall retain the pro rata proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the Earned Premium hereon or the pro rata proportion of any Minimum Premium stipulated herein whichever is the greater.

Payment or tender of any Unearned Premium by the Underwriters shall not be a condition precedent to the effectiveness of Cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

**SERVICE OF SUIT CLAUSE (U.S.A.)**

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' 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:-

Mendes and Mount  
750 Seventh Avenue  
New York  
New York 10019-6829  
United States of America

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

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

24/4/86  
NMA1998

## **WAR AND TERRORISM EXCLUSION ENDORSEMENT**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (2) any act of terrorism.  
For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## **WAR AND CIVIL WAR EXCLUSION CLAUSE**

**(Approved by Lloyd's Underwriters' Non-Marine Association)**

**Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.**

**1/1/38  
NMA 464**

## NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD) (U.S.A.)

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This Policy\* does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
  - (a) with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
  - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component,

solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means:

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

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

\* NOTE: As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

17/3/60  
NMA1256

**U.S. Terrorism Risk Insurance Act of 2002 as amended  
Not Purchased Clause**

*This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.*

It is hereby noted that the Underwriters have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

LMA5092  
21/12/2007

Form approved by Lloyd's Market Association

## COMMON POLICY CONDITIONS ENDORSEMENT

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This endorsement changes the Policy. Please read it carefully.

In consideration of the premium charged, and notwithstanding anything contained in this policy to the contrary, it is hereby agreed that all coverage parts included in this policy are subject to the following conditions:

### A. CANCELLATION

The *named insured* may cancel this policy by mailing to the Company written notice stating when thereafter such cancellation shall become effective. The Company may cancel this policy by mailing to the *named insured*, at the mailing address specified the Declarations, written notice stating when not less than thirty (30) days thereafter such cancellation shall become effective, except in the event of the *named insured's* nonpayment of premium, not less than ten (10) days advance notice of cancellation shall be given. The mailing of notice as aforesaid, shall be sufficient proof of either party's intent to cancel. The effective date of cancellation specified in such notice shall terminate this *policy period*. Delivery of such notice shall be equivalent to mailing.

If the *named insured* cancels, the earned premium shall be computed in accordance with the customary short rate table. If the Company cancels, the earned premium shall be computed pro rata. The Company will tender any return premium subject to retaining a minimum earned premium equal to 25% of the amount specified in the Declarations.

Premium adjustment may be made either at the time cancellation is effective or as soon as practicable thereafter, but tender of the unearned premium or return of this policy, shall not be conditions precedent to cancellation hereunder.

### B. CHANGES

No provision of this policy may be amended, waived or otherwise changed, except by endorsement hereto.

### C. EXAMINATION OF YOUR BOOKS AND RECORDS

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

### D. INSPECTIONS AND SURVEYS

We have the right, but are not obliged to:

1. Make inspections and surveys at any time; and

2. Give you reports on the conditions we find; and
3. Recommend changes.

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

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

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

**E. NAMED INSURED AS AGENT**

The *named insured* specified in the Declarations shall be deemed agent of each *insured* with respect to all matters involving this policy, however, the Company shall have the right to seek indemnification from any *insured* or any other person who may be legally liable for the debts of the *named insured*.

**F. PREMIUMS**

The first *Named Insured* shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay; and
3. Is responsible for the payment of all deductibles and self-insured retention amounts under this policy.

**G. ADDITIONAL PREMIUMS**

If, during this *policy period*, an increase in the risk or hazards covered hereunder occurs, the Company shall have the right to charge the appropriate additional premium.

**H. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual *Named Insured*. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

**I. BANKRUPTCY**

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

## **MOLD, MILDEW AND FUNGUS EXCLUSION**

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This endorsement changes the Policy. Please read it carefully.

In consideration of the premium charged, and not withstanding anything contained in this policy to the contrary, it is hereby agreed that this insurance does not apply to any LOSS, CLAIM or CLAIMS EXPENSE arising directly or indirectly out of, or in concurrence with actual, alleged or threatened existence, growth, spread, proliferation, discharge, dispersal, seepage, release or escape of any form of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

## **ADDITIONAL INSURED ENDORSEMENT**

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This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

### **CONTRACTORS POLLUTION LIABILITY COVERAGE**

Name of Person or Organization:

Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.

The person or organization shown in this Schedule is included as an insured, but only with respect to that person's or organization's liability arising out of COVERED OPERATIONS performed for that insured.

## **Sanction Limitation and Exclusion Clause**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

**PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT**

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This endorsement changes the Policy. Please read it carefully.

**SCHEDULE**

Name of Person or Organization:

Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of the premium charged, it is hereby agreed that this policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory to this insurance.

## **POLICY AGGREGATE LIMIT ENDORSEMENT**

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This endorsement changes the Policy. Please read it carefully.

In consideration of the premium charged, and notwithstanding anything contained in this policy to the contrary, it is hereby agreed that all coverage parts included in this policy are subject to the following:

As specified in the Declarations:

1. The "Policy Aggregate Limit for All Claims and Damages" amount shown in the declarations is the maximum amount WE will pay under all Coverage Parts combined that form a part of this policy, for all CLAIMS AND DAMAGES arising from covered CLAIMS.
2. The "Policy Aggregate Limit for All Claims Expenses" amount shown in the declarations is the maximum amount WE will pay under all Coverage Parts combined that form a part of this policy, not including the Commercial General Liability coverage parts, if applicable, for all CLAIMS EXPENSES arising from covered CLAIMS.

## **WAIVER OF SUBROGATION ENDORSEMENT**

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This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

### **PROFESSIONAL LIABILITY COVERAGE CONTRACTORS POLLUTION LIABILITY COVERAGE**

#### **SCHEDULE**

Name of Person or Organization:

Any person(s) or organization(s) to whom the Named Insured agrees, in a written contract, to provide a waiver of subrogation. However, this status exists only for the project specified in that contract.

The Company waives any right of recovery it may have against the person or organization shown in the above Schedule because of payments the Company makes for injury or damage arising out of the insured's work done under a contract with that person or organization. The waiver applies only to the person or organization in the above Schedule.

Under no circumstances shall this endorsement act to extend the policy period, change the scope of coverage or increase the Aggregate Limits of Insurance shown in the Declarations.

**DESIGNATED PROJECT LIMITATION ENDORSEMENT**

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This endorsement, effective attaches to and forms a part of Policy Number.

This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

**CONTRACTORS POLLUTION LIABILITY COVERAGE**

In considerations of the premium charged, it is hereby agreed that II. Definitions, definition F. is deleted in its entirety and replaced as follows:

- F. COVERED OPERATIONS means the attached scheduled activity(ies) performed by YOU or any entity for whom you are legally responsible at the attached scheduled job site(s).

PROJECT SITE(S)/LOCATION(S)

SCOPE OF WORK

**TRANSPORTATION OF CARGO -- POLLUTION ENDORSEMENT**

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This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

**CONTRACTORS POLLUTION LIABILITY COVERAGE**

In consideration of an additional premium in the amount of \$ INCLUDED it is hereby agreed that Exclusion H. is deleted and replaced with the following:

the ownership, entrustment, maintenance, use, operation, loading or unloading of any AUTOMOBILE, aircraft, vessel or rolling stock beyond the boundaries of the site at which the COVERED OPERATIONS are being conducted;

This exclusion does not apply to a CLAIM for BODILY INJURY or PROPERTY DAMAGE caused by a POLLUTION EVENT resulting from the upset or overturn of a COVERED AUTOMOBILE and emanating from the TRANSPORTED CARGO. This insurance does not apply to any CLAIM arising out of WRONGFUL DELIVERY.

The following definitions are added to the policy:

**II. DEFINITIONS**

A. COVERED AUTOMOBILE means the following provided they are indicated with an "X".

\_\_\_\_\_ Specifically described AUTOMOBILES listed below in the Schedule of AUTOMOBILES

  X   Owned AUTOMOBILES only. Only those AUTOMOBILES the INSURED owns (and any trailers the INSURED does not own while connected to a power unit the INSURED owns.) This includes those AUTOMOBILES the INSURED acquires ownership of after the policy begins.

  X   Hired AUTOMOBILES only. Only those AUTOMOBILES the INSURED leases, hires, rents or borrows. This does not include any private passenger type AUTOMOBILE the INSURED leases, hires, rents or borrows from the INSURED, any of its employees, partners or agents.

  X   Non-owned AUTOMOBILES only. Only those AUTOMOBILES the INSURED does not own, lease, hire, rent or borrow that are used in connection with the INSURED(S) business. This includes AUTOMOBILES owned by employees or partners or members of their households but only while used in the INSURED(S) business.

- B. **CARGO** means goods, products or wastes carried for delivery on or within a **COVERED AUTOMOBILE** that is properly licensed to transport such goods, products or wastes.
  
- C. **TRANSPORTED CARGO** means **CARGO** after it is moved from the place where it is accepted for movement into or on to the **COVERED AUTOMOBILE**, until the **CARGO** is moved from the **COVERED AUTOMOBILE** to the place where it is finally delivered. **TRANSPORTED CARGO** also includes **CARGO** during the loading and unloading to or from a **COVERED AUTOMOBILE**, provided that the loading or unloading is performed by the **INSURED**. **TRANSPORTED CARGO** does not include **CARGO** at rest for a period of longer than seventy-two (72) hours, after it has been accepted for movement into or onto a **COVERED AUTOMOBILE** but before it reaches the place of final delivery.
  
- D. **WRONGFUL DELIVERY** means the delivery of any **CARGO** into the wrong receptacle or to the wrong address, or the delivery of one type of **CARGO** in error for another.

<b>SCHEDULED OF AUTOMOBILES</b>	

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

## **DESIGNATION OF SURPLUS LINES AGENT**

It is agreed that the Surplus Lines Agent with respect to this policy is as follows:

Surplus Lines Agency

Brown & Riding Insurance Services, Inc. - Grand Rapids, MI

## **RELIANCE UPON OTHER CARRIER'S APPLICATION**

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

It is agreed that the following provision is added to the **CONDITIONS, Representations** section of the policy:

#### **RELIANCE UPON OTHER CARRIER'S APPLICATION**

In the absence of an application from the company providing this insurance, the Insurer has relied upon the statements, representations, warranties (if any) and information contained in the application referenced below (including any materials submitted therewith and attachments submitted thereto, and, if such application is a renewal application, all previous policy applications for which this policy is a renewal or succeeds in time, and any materials submitted therewith and attachments submitted thereto as being accurate and complete (all such applications and materials are collectively referred to hereinafter as "Policy Application"). It is agreed that the Insured represents to the Insurer that the statements, representations, warranties (if any) and information contained in the Policy Application were accurate on the date they were so given. The Insured hereby reaffirms each and every statement, representation and warranty (if any) made in the Policy Application to the insurance carrier listed below as accurate as of the effective date such statement, representation and warranty was made as if they were made to the Insurer on such date. All such statements, representations, warranties (if any) and information shall be deemed to be material to the acceptance of the risk or hazard assumed by the Insurer, are the basis of this policy and are incorporated into and constitute a part of this policy.

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

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

**TCPA EXCLUSION**

In consideration of the premium charged, it is hereby understood and agreed that the insurance provided by this Policy does not apply to any **Claim** based upon or arising directly, or indirectly, out of any actual or alleged violation of the following:

1. The Telephone Consumer Protection Act (TCPA), including any amendment or addition to such law;
2. The Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (CAN-SPAM Act), including any amendment or addition to such law;
3. The Fair Credit Reporting Act (FCRA), including any amendment or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA);
4. Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating, or distribution of material or information; or
5. Any other law, ordinance, regulation or statute relating to any communication, distribution, publication, sending or transmission via telephone, telephone facsimile machine, computer or other telephonic or electronic devices.

In addition, this insurance does not apply to **Claims** asserted under the common law which are alleged to arise out of the distribution, publication, sending or transmission of material or information via telephone, telephone facsimile machine, computer or other telephonic or electronic devices.

All other policy Terms and Conditions remain unchanged.

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

**EXCLUSION – ALL WORK PERFORMED IN THE STATE OF NEW YORK**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

**SCHEDULE:**

**Description of your work: All work performed in the State of New York.**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance does not apply to "bodily injury" or "property damage" included in the "products-completed operations hazard" and arising out of "your work" shown in the Schedule.



**James River Insurance Company**  
 6641 West Broad Street, Suite 300  
 Richmond, VA 23230  
 804-289-2700

**Application for Freedom Pack™  
 Contractors and Consultants**  
**Environmental Division**  
 Email to [EV@jamesriverins.com](mailto:EV@jamesriverins.com) or,  
 Fax to 804-287-2819

**APPLICANT'S INSTRUCTIONS:**

1. Answer all questions completely. Please attach extra sheets as required. Incomplete or illegible applications may be discarded.
2. Application must be signed and dated by the owner, partner, or officer not earlier than 90 days before the proposed effective date of coverage.
3. Please read the statements at the end of this application carefully. Thank you!

**Additional information required for this submission:**

**All submissions:**

- Recently-valued carrier loss runs for the past five years.
- Financial statement for at least the last two years.
- Sample Client and Subcontractor contract forms
- Company website address

**If not contained in company's website:**

- Contractors:**
- Firm's brochure describing services and qualifications
- Consultants:**
- Statement of Qualifications, including resumes of key personnel

**SECTION I – GENERAL APPLICANT INFORMATION**

**APPLICANT INFORMATION**

<b>Company name:</b>	State of Ohio, Dept of Natural Resources and U.S. Government, 200th RED HORSE Squadron		
<b>Address:</b>	c/o Office of Risk Management, 4200 Surface Rd, Columbus, OH 43228		
<b>Phone:</b>	614-466-6961	<b>Primary contact name:</b>	Trac Brodie
<b>Primary contact E-mail:</b>	traci.brodie@das.ohio.gov		
<b>Company Website address:</b>	www.dnr.ohio.gov		

**AGENT / BROKER INFORMATION**

<b>Agency/Brokerage:</b>	Willis Towers Watson		
<b>Address:</b>	775 Yard Street, Suite 200, Columbus, OH 43212		
<b>Producer name:</b>	John Walker	<b>Phone:</b>	614-326-4720
<b>Producer E-mail:</b>	John.T.Walker@willistowerswatson.com		
<b>Web address:</b>			

<b>Additional Named Insureds:</b>	<b>IF THERE ARE MORE ADDITIONAL NAMED INSUREDS, PLEASE ADD SEPARATE SHEET.</b>		
<b>Name:</b>			
<b>Address:</b>			
<b>Relationship to Named Insured:</b>			
<b>Name:</b>			
<b>Address:</b>			
<b>Relationship to Named Insured:</b>			

**SECTION II – GENERAL COVERAGE INFORMATION**

<b>Effective date:</b>	06 / 13 / 2016	to	07 / 8 / 2016
<b>Revenues last 3 years (most recent first):</b>	\$	\$	\$
<b>Payroll last 3 years (most recent first):</b>	\$	\$	\$
<b>Worker's Comp Experience Mod:</b>		<b>Year that insured commenced:</b>	
<b>Type of Business:</b>	<input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Joint Venture <input type="checkbox"/> Sole Prop <input checked="" type="checkbox"/> Other: Government		

<b>Check "Yes" or "No" to each question. Please explain any "Yes" answers separately.</b>	
1. Is the applicant a successor of any other business?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Is the Applicant or any affiliated, related or predecessor entity currently engaged in any litigation administrative or arbitration proceeding(s) or subject to any court or agency order or injunction?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Is the Applicant applying for any project-specific coverage? (Supplemental application required)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

4. Is work done through or by any affiliated or related company(ies)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Has Applicant or any affiliated, related or predecessor entity or any officer or owner of any of them ever been convicted of a crime related to their business pursuits?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Has Applicant or any affiliated, related or predecessor entity ever been (or is currently) the subject of bankruptcy, reorganization, solvency, dissolution, or other debtor related proceeding, or has it made as assignment for the benefit of creditors?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7. Does the Applicant directly or indirectly perform residential non-environmental work?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
8. Does the Applicant perform, or anticipate performing, any operations in the State of New York? If "Yes", approximately what percent is anticipated in the next 12 months? _____ %	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
9. Is the Applicant involved in any Chinese Drywall litigation or been involved in the past?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**SECTION III – COVERAGES, LIMITS, AND DEDUCTIBLES**

<b>Coverage Parts Included:</b>	<input checked="" type="checkbox"/> General Liability	<input checked="" type="checkbox"/> Contractor's Pollution Liability	<input checked="" type="checkbox"/> Professional Liability					
<b>Each Occurrence or Loss Limit of Liability (applies to each Coverage Part chosen above):</b>	<input checked="" type="checkbox"/> \$1Mil	<input type="checkbox"/> \$2 Mil	<input type="checkbox"/> \$3 Mil	<input type="checkbox"/> \$4 Mil	<input type="checkbox"/> \$5 Mil			
<b>Policy Aggregate (applies to all coverage parts, combined):</b>	<input checked="" type="checkbox"/> \$1Mil	<input type="checkbox"/> \$2 Mil	<input type="checkbox"/> \$3 Mil	<input type="checkbox"/> \$4 Mil	<input type="checkbox"/> \$5 Mil			
<b>Policy Period::</b>	06 / 13 / 2016	to	07 / 8 / 2016					
<b>Deductible Amount:</b>	<b>General Liability:</b>	<input checked="" type="checkbox"/> \$0	<input type="checkbox"/> \$2,500	<input type="checkbox"/> \$5,000	<input type="checkbox"/> \$10,000	<input type="checkbox"/> \$25,000	<input type="checkbox"/> \$50,000	<input type="checkbox"/> Other: \$
	<b>Contractor's Pollution:</b>	<input checked="" type="checkbox"/> \$2,500	<input type="checkbox"/> \$5,000	<input type="checkbox"/> \$10,000	<input type="checkbox"/> \$25,000	<input type="checkbox"/> \$50,000	<input type="checkbox"/> Other: \$	
	<b>Professional Liability:</b>	<input checked="" type="checkbox"/> \$2,500	<input type="checkbox"/> \$5,000	<input type="checkbox"/> \$10,000	<input type="checkbox"/> \$25,000	<input type="checkbox"/> \$50,000	<input type="checkbox"/> Other: \$	

<b>Hired &amp; Non-owned Auto</b>	<b>If not applying for Hired and Non-owned Auto Coverage, please check here:</b>	<input checked="" type="checkbox"/>
Limit of liability:	\$	
How frequently does the applicant order and review MVR's of employees?		
What does the applicant expect to spend on hired vehicles during the policy period?	\$	<input type="checkbox"/> N/A
Unless otherwise specified, Hired & Non-owned Auto Liability Coverage will include an exclusion for claims involving the use of a cell phone. Is this acceptable? <i>Note: There is a significant premium increase if the exclusion must be deleted.</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No

<b>Transportation Pollution Liability</b>	<b>If not applying for Transportation Pollution Liability, please check here:</b>	<input checked="" type="checkbox"/>			
Limit of liability:	\$	Deductible: \$			
<b>Description of transported material:</b>					
Type of Vehicle:	Total # of Each:	0-50 mi.	51-250 mi.	251-500 mi.	> 500 mi.
Private Pass:					
Light Trucks:					
Medium Trucks:					
Heavy Trucks:					
Extra Heavy:					
Trailers:					

<b>Employee Benefits Liability</b>	<b>If not applying for Employee Benefits Liability Coverage, please check here:</b>	<input checked="" type="checkbox"/>		
Limit of Liability:	\$	Deductible: \$	Retro Date: / /	Number of Employees:

**SECTION III – EXPIRING INSURANCE INFORMATION**

	Policy type (OCC, CM)	Effective Date	Expiration Date	Carrier	Retro Date	Limit of Liability	Deductible	Expiring Premium
General Liability:	None							
Contractor's Pollution:	None							
Professional Liability:	None							

SECTION IV – LOSS HISTORY				
1.	Have any claims been made against the applicant in the past five years – <i>whether covered by insurance or not</i> – for General Liability, Environmental Liability, or Professional Liability?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
2.	Is the applicant aware of any fact, circumstance, or condition that could result in a claim being made against it or any other person or entity for which coverage is being sought? If "Yes", please provide details:			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If 5 years of recently-valued, prior carrier loss history is attached, you may skip the next section.				
	Number of Claims	Total Incurred Amount	Valuation Date	Comments
Expiring year:				
2 <sup>nd</sup> prior year:				
3 <sup>rd</sup> prior year:				
4 <sup>th</sup> prior year:				
5 <sup>th</sup> prior year:				
For any claim in excess of \$5,000, specific details must be provided.				

SECTION V – ANTICIPATED CONTRACTING OPERATIONS AND REVENUE – COVERAGE PART B		If not applying for CPL, please check here:	
CONTRACTING SERVICES - ENVIRONMENTAL			
	Anticipated Receipts	% Subbed to Others	
<b>ABATEMENT OPERATIONS</b>			<b>RECYCLING OPERATIONS (Continued)</b>
Asbestos - Residential			Metals Recycling
Asbestos - Commercial			Paper and Plastic Recycling
Mold - Residential			Tire and Rubber Recycling
Mold - Commercial			Waste Oil Recycling – Not Biodiesel
Lead and Lead-based paint - Residential			<b>STORAGE TANK CONTRACTING</b>
Lead and Lead-based Paint - Commercial			Aboveground Storage Tank Installation
<b>EMERGENCY RESPONSE ACTIONS</b>			Aboveground Storage Tank Removal
Emergency Hazardous Spill Control			Aboveground Storage Tank Svc/Repair
Emergency Non-Haz. Spill Control (NOT Fire & Water)			Sewer / Septic Tank/Pipeline Installation, Cleaning, Service, and Repair
Emergency Non-Haz. Spill Control (Incl. Fire & Water)			Tank / Refinery Cleaning
<b>HAZARDOUS MATERIALS REMEDIATION</b>			Underground Storage Tank Installation
Groundwater pump & treat			Underground Storage Tank Removal
Soil excavation / removal for remediation			Underground Storage Tank Svc/Repair
Soil / GW - Monitoring of natural attenuation			<b>OTHER</b>
Soil / GW - SVE / air sparge			Collection of Soil/Groundwater Samples, incl. Drilling For Sample Collection
Soil / GW - bioremediation			Waste Disposal
Other remediation technologies			Waste Oil and Grease Collection Only
<b>RECYCLING OPERATIONS</b>			Wetlands Restoration Contracting \$0
Construction Debris – Non-Hazardous			<b>OTHERS NOT INCLUDED ABOVE – BE SPECIFIC</b>
Construction Debris – Hazardous			Other:
Electronics Recycling			Other:
<b>TOTAL EXPECTED ENVIRONMENTAL CONTRACTING OPERATIONS REVENUE:</b>			

<b>CONTRACTING OPERATIONS – NON-ENVIRONMENTAL</b>					
	Anticipated Receipts	% Subbed to Others		Anticipated Receipts	% Subbed to Others
Blasting			Roofing		
Carpentry, including drywall			Steel Erection		
Demolition - No Blasting			Street and Road Paving		
Demolition - With Blasting			Street and Road Paving - parking/sidewalks		
Dredging			General Construction		
Drilling			Painting		
Electrical			Other:		
Excavation / Grading			Other:		
HVAC / Mechanical			Other:		
Insulation			Other:		
Janitorial Svcs. (incl. water extraction & carpet clean)			Other:		
Masonry			Other:		
Paving of Parking Areas and Sidewalks			Other:		
Pipeline Cleaning & Maintenance (Not Oil/Gas)			Other:		
Plumbing			Other:		
<b>TOTAL EXPECTED NON-ENVIRONMENTAL CONTRACTING OPERATIONS REVENUE:</b>				<b>\$</b>	

<b>SECTION VI – ANTICIPATED PROFESSIONAL SERVICES REVENUE – COVERAGE PART C</b>	<b>If not applying for Professional Liability, please check here:</b>	
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<b>PROFESSIONAL SERVICES - ENVIRONMENTAL</b>					
	Anticipated Receipts	% Subbed to Others		Anticipated Receipts	% Subbed to Others
<b>ASBESTOS/LEAD/MOLD INSPECTIONS &amp; ASSESSMENTS</b>			<b>ENVIRONMENTAL TESTING/MONITORING (Continued)</b>		
Asbestos / Lead / Mold Mitigation Design			Lab analysis: environmental - field work		
Asbestos Inspections & Assessments - Residential			Lab analysis: environmental – NOT in field		
Asbestos Inspections & Assessments - Commercial			Indoor air quality monitoring		
Lead Inspections & Assessments - Residential			Radon detection		
Lead Inspections & Assessments - Commercial			Septic system testing		
Mold Inspections & Assessments - Residential			Soil testing		
Mold Inspections & Assessments - Commercial			Storage tank monitoring		
<b>PROJECT CONSULTING / SUPERVISION</b>			Storage tank testing - Aboveground Tanks		
Asbestos, lead, mold abatement projects			Storage tank testing - Underground Tanks		
Consulting on drilling projects			Wastewater testing		
Consulting on landfill projects			<b>ENVIRONMENTAL CONSULTING</b>		
Consulting on soil remediation projects			Environmental compliance training		
Consulting on storage tank projects			Environmental feasibility studies or reports – no design		
Consulting on superfund projects			Expert witness / litigation support		
Environmental project management – Not Otherwise Classified			Health & safety consulting, incl. training		
Storage tank replacement & remedial design project supervision			Indoor air quality assessment		
Remediation project oversight & management	X		Manual preparation		
<b>ENVIRONMENTAL TESTING/MONITORING</b>			Waste brokering services - arranging		
Exhaust stack air testing			Wetlands consulting		
Ground or surface water monitoring			Wildlife studies		

PROFESSIONAL SERVICES – ENVIRONMENTAL (continued)					
	Anticipated Receipts	% Subbed to Others		Anticipated Receipts	% Subbed to Others
<b>PROPERTY / REAL ESTATE CONSULTING</b>			<b>DESIGN - NO CONSTRUCTION</b>		
Environmental impact studies or reports			Potable water system design		
Geotechnical/Geophysical consulting - soil stability and compaction			Septic system design		
Hydrogeological consulting			Underground storage tank system design		
Phase I environmental site assessments			Wastewater system design		
Phase II environmental site assessments			Well design services - not oil or gas		
Phase III environmental site assessments			<b>OTHERS NOT INCLUDED ABOVE – BE SPECIFIC</b>		
Property inspections - Real estate transfer only			Other (specify):		
Regulatory consulting and permitting			Other (specify):		
Surveying - environmental projects only			Other (specify):		
<b>TOTAL EXPECTED ENVIRONMENTAL PROFESSIONAL SERVICES REVENUE:</b>				\$	

PROFESSIONAL SERVICES – NON-ENVIRONMENTAL					
	Anticipated Receipts	% Subbed to Others		Anticipated Receipts	% Subbed to Others
Civil or Structural Engineering			Lab Testing - Non-Environmental		
Geotechnical Engineering			Materials Testing		
HVAC, Mechanical or Electrical Engineering			Non-ENV Surveying – Licensed Surveyor		
<b>TOTAL EXPECTED NON-ENVIRONMENTAL PROFESSIONAL SERVICES REVENUE:</b>				\$	
<b>GRAND TOTAL EXPECTED ALL REVENUE:</b>				\$	

SECTION VII – SAFETY PRACTICES							
<b>1 Does the applicant have a formal written program for:</b>							
Health and Safety at their location or at a work site?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Work procedures for all services?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Hazardous communication?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Respiratory Protection?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Medical surveillance?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Confined workspace?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Approved USEPA Lead-safe procedures?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asbestos protocol?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>2 If the applicant encounters mold at a worksite, what percent of the time do you? NA</b>							
Do the work themselves:		%	Subcontract it to others:		%	Stop and advise the client to find someone else:	
<b>3 If the applicant encounters asbestos at a worksite, what are your written procedures? NA</b>							
Do the work themselves:		%	Subcontract it to others:		%	Stop and advise the client to find someone else:	
<b>4 Does applicant arrange for solid waste disposal?</b>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			<b>5 Does applicant choose the disposal site?</b>	
						<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>6 Does applicant physically dispose of solid waste?</b>			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No			<b>7 What percent hazardous waste?</b>	
						<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>8 Percent of applicant's work done under:</b>		<b>Applicant's contract:</b>		%	<b>Client's contract:</b>		%
					<b>Verbal Agreement:</b>		%
<b>9 Percent of subcontractors/subconsultants hired by applicant under written contract: None</b>						% <input type="checkbox"/>	

**SECTION VIII – ADDITIONAL INFORMATION**

**1** List all entities your firm wholly or partly owns, manages and/or controls: NA

Name of Entity	Relationship to Applicant	Services Performed	Currently Insured
N/A			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No

**2** Estimated percent of receipts derived from foreign operations: 0 % If greater than 0%, provide details:

**3** List all predecessor companies

Name of Former Company	Dates of Operation	Reason for Change
N/A		

**4** During the past five years, has the name of the applicant been changed or has any other business been purchased or have any mergers or consolidations taken place?  Yes  No If "Yes", please provide details below.

**5** Does the firm engage in any foreign operations?  Yes  No If "Yes", please provide details below.

**6** Please provide the following information on your firm's three (3) largest current projects:

Type of Work	Client/Owner	Location	Total Revenue/Fees
N/A			

**7** Does applicant select or arrange for the disposal site of hazardous or non-hazardous waste on behalf of clients?  Yes  No

**8** Does your company own, operate or lease licensed waste treatment, storage or disposal facilities?  Yes  No  
If "Yes", please provide details below:

**9 CERTIFICATES OF INSURANCE AND SUBCONTRACTOR REQUIREMENTS:**

*For purpose of these questions, subconsultants are considered subcontractors.*

a. On what percent of your work in which you use subcontractors do you receive Certificates of Insurance?	100 %
b. On what percent of the Certificates of Insurance you receive is environmental liability covered?	%
c. For how long to you keep Certificates of Insurance on file? <span style="float:right">Years:</span>	
d. For projects on which you use a subcontractor, on what percent of their policies are you named as an Additional Insured?	100 %
e. What percent of your contracts with subcontractors contain an indemnification provision?	100 %
f. In what percent of your written contracts do you assume the liability of others?	0 %
g. When you are acting as a subcontractor, on what percent of your projects do you assume liability for site safety?	0 %
<b>h. What are the minimum limits of liability insurance that you require of your subcontractors or subconsultants?</b>	

Type of Insurance:	Limits Required:	Percent of Time Received
General Liability	\$	%
Contractor's Pollution	\$	%
Professional Liability	\$	%

**SECTION IX - INSURANCE OBJECTIVE**

**Please describe one or more risk scenarios about which the applicant is concerned:**

This is an estimated six week project wherein RED HORSE Squadron will complete dike repairs and replace the wooden walkways and wood viewing platform. The concern is for property damage if the dike repair fails, or for injury to a park visitor after the project is complete, for which DNR's statutory immunity would not extend to the RED HORSE Squadron.

**JAMES RIVER CAN ALSO OFFER EXCESS LIABILITY, SITE ENVIRONMENTAL LIABILITY AND PRODUCTS POLLUTION LIABILITY. CONTACT YOUR UNDERWRITER FOR DETAILS.**

**NOTICE TO APPLICANT:** The coverage applied for is solely as stated in the policy. If policy is issued on a "CLAIMS MADE" or "CLAIMS MADE AND REPORTED" basis, it provides coverage only for those claims that are first made against the insured during the policy period unless the extended reporting period option is exercised in accordance with the terms of the policy. If issued on an "OCCURRENCE" basis, the policy provides coverage only for those occurrences that take place during the policy period.

The Insurer will rely upon this application and all such attachments in issuing the policy. If the information in this application or any attachment materially changes between the date this application is signed and the effective date of the policy, the Applicant will promptly notify the Insurer, who may modify or withdraw any outstanding quotation or agreement to bind coverage.

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

**In all other states:** It is a crime for any person to knowingly provide or facilitate in providing any false, incomplete, or misleading information to an insurance company. Penalties may include fines, imprisonment and denial of insurance benefits.

**WARRANTY:** I warrant to the Insurer, that I understand and accept the notice stated above and that the information contained herein is true and that it shall be the basis of the policy of insurance and deemed incorporated therein, should the Insurer evidence its acceptance of this application by issuance of a policy. I authorize the release of claim information from any prior insurer to James River Insurance Company and its Subsidiaries, 6641 West Broad Street, Richmond, VA 23230.

Applicant's Name: State of Ohio Signature \_\_\_\_\_

Title: Risk Manager Date: 5/17/2016

