



## Carson Reclamation Authority

Monday, March 3, 2025  
701 East Carson Street  
City Hall

4:00 PM

Lula Davis-Holmes, Authority Chair

Cedric Hicks, Authority Vice Chair

Ray Aldridge, Jr., Board Member

Lillian Hopson, Board Member

Dianne Thomas, Board Member

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This Agenda and corresponding staff reports can be found on the City of Carson website.

***“In accordance with the Americans with Disabilities Act of 1990, if you require a disability related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the City Clerk’s office at 310-952-1720 at least 48 hours prior to the meeting.” (Government Code Section 54954.2)***

- Treat everyone courteously
- Listen to others respectfully
- Exercise self-control
- Give open-minded consideration to all viewpoints
- Focus on the issues and avoid personalizing debate
- Embrace respectful disagreement and dissent as democratic rights that are inherent components of an inclusive public process and rolls for forging sound decisions

### **RULES OF DECORUM:**

1. No person attending a Public Meeting shall engage in disorderly or boisterous conduct, including but not limited to applause, whistling, stamping of feet, booing, or making any loud, threatening, profane, abusive, personal, impertinent, or slanderous utterance-that disturbs, disrupts, or otherwise impedes the orderly conduct of the meeting.
2. All remarks by members of the public shall be addressed to the Mayor or the Chair and not to any other member of the public or to any single Council, Board or Commission Member unless in response to a question from that Member.
3. Signs, placards, banners, or other similar items shall not be permitted in the audience during a Public Meeting if the presence of such item disturbs, disrupts or otherwise impedes the orderly conduct of the meeting.
4. All persons attending a Public Meeting shall remain seated in the seats provided, unless addressing the body at the podium or entering or leaving the meeting.
5. All persons attending a Public Meeting shall obey any lawful order of the Presiding Officer to enforce the Rules of Decorum.

### **PUBLIC INFORMATION**

The public may address the members of the Carson Reclamation Authority during the designated public comments. There will be two oral communication sessions: one for items ON the agenda; another for matters NOT on the agenda but within the jurisdiction of the Authority. Comment time is limited to 3 minutes.

All are urged to take appreciate health safety precautions before entering Carson City Hall. Wearing a mask is not required but is highly recommended, especially by those who are experiencing any airborne illness symptoms.

**IF YOU ARE NOT ABLE TO ATTEND THE MEETING IN-PERSON, PUBLIC COMMENTS CAN BE SUBMITTED BEFORE THE MEETING AT/VIA:**

- Email: Public comments can be emailed to [cityclerk@carsonca.gov](mailto:cityclerk@carsonca.gov). The cut off time to submit any e-mail communications is by 2:00 p.m. the day of the meeting.

- **Written:** Written comments can be dropped off at the City Clerk's Office. The cut off time to submit any written communications is 2:00 p.m. on the day of the meeting. Written comments dropped off to the City Clerk's Office or any e-mail received will not be read aloud during the meeting but will be circulated to the Board and incorporated into the record.

**PUBLIC VIEWING AVAILABLE BY:**

- **Livestream on the City's website:** The meeting will be streamed live over the internet via : [www.carsonca.gov](http://www.carsonca.gov)
- **Youtube :** [www.youtube.com/c/CityofCarsonCaliforniaOfficialYouTubePage](http://www.youtube.com/c/CityofCarsonCaliforniaOfficialYouTubePage)
- **Cable TV:** Spectrum (Channel 35) and ATT (Channel 99)

**CALL TO ORDER: CARSON RECLAMATION AUTHORITY (4:00PM)**

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**ROLL CALL (AUTHORITY SECRETARY)**

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**FLAG SALUTE**

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**INVOCATION**

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**ORAL COMMUNICATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)**

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The public may address the members of the Carson Reclamation Authority on any matters within the jurisdiction of the Carson Reclamation Authority. No action may be taken on non-agendized items except as authorized by law. Speakers are limited to no more than three minutes, speaking once.

**APPROVAL OF MINUTES**

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**1. APPROVAL OF THE FOLLOWING CARSON RECLAMATION AUTHORITY MEETING MINUTES: JANUARY 29, 2025 (SPECIAL) AND FEBRUARY 10, 2025 (SPECIAL)**

RECOMMENDED ACTION

- APPROVE the minutes as listed.

**CONSENT**

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**2. CONSIDER APPROVAL OF CARSON RECLAMATION AUTHORITY CLAIMS & DEMANDS RESOLUTION NO. 25-03-CRJPA**

RECOMMENDED ACTION:

- APPROVE RESOLUTION NO. 25-03-CRJPA

**3. CONSIDER MONTHLY INVESTMENT AND CASH REPORT FOR THE CARSON RECLAMATION AUTHORITY MONTH ENDING JANUARY 31, 2025 (RECLAMATION AUTHORITY BOARD)**

RECOMMENDED ACTION:

- RECEIVE and FILE

**4. CONSIDER APPROVAL OF OWNER'S INTEREST COMMERCIAL GENERAL LIABILITY POLICY RELATED TO THE CONSTRUCTION OF LENARDO DRIVE, WITH CRUM & FORSTER SPECIALTY INSURANCE COMPANY PROCURED THROUGH MARSH USA, INC. IN A PREMIUM AMOUNT NOT TO EXCEED \$58,233.00; APPROVAL OF AN OWNER'S INTEREST EXCESS LIABILITY INSURANCE POLICY FOR THE SAME PURPOSE FROM CRUM & FORSTER SPECIALTY INSURANCE COMPANY, PROCURED THROUGH MARSH USA, INC., IN A PREMIUM AMOUNT NOT TO EXCEED \$49,497.51; AND, APPROVAL OF A COMMERCIAL GENERAL LIABILITY POLICY RELATED TO THE CONSTRUCTION OF LENARDO DRIVE ON BEHALF OF THE DEVELOPMENT AND ENVIRONMENTAL MANAGER OF THE PROJECT, RE|SOLUTIONS, LLC OF DENVER, COLORADO, FROM VERUS SPECIALTY INSURANCE, A UNIT OF BERKLEY ASSURANCE COMPANY, PROCURED THROUGH MARSH USA, INC. IN A PREMIUM AMOUNT NOT TO EXCEED \$68,720; AND AUTHORIZE THE EXECUTIVE DIRECTOR TO BIND THE CRA'S POLICY AND PAY THE PREMIUMS ON ALL THE POLICIES**

**RECOMMENDED ACTION**

- 1. APPROVE the CRA's road-specific Owner's Interest Commercial General Liability Policy with Crum & Forster Specialty Insurance Company in a premium amount not to exceed \$58,233.00
- 2. APPROVE the CRA's road-specific Owner's Interest Excess Liability Policy with Crum & Forster Specialty Insurance Company in a premium amount not to exceed \$49,497.51
- 3. APPROVE a road-specific Commercial General Liability Policy with Verus Specialty Insurance, a unit of Berkley Assurance Company, on behalf of the Development and Environmental Manager, RE|Solutions, LLC, in a premium amount not to exceed \$68,720.00
- 4. AUTHORIZE the Executive Director to bind the CRA's policies and pay the premiums on all the policies.

**DISCUSSION**

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**ORAL COMMUNICATIONS FOR MATTERS NOT LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)**

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**ORAL COMMUNICATIONS (AUTHORITY MEMBERS)**

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**ANNOUNCEMENT OF UNFINISHED OR CONTINUED CLOSED SESSION ITEMS (AS NECESSARY)**

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**ADJOURNMENT**

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File #:

Version:

## Report to Carson Reclamation Authority

Monday, March 3, 2025, 4:00 PM

APPROVAL OF MINUTES 1.

To: Carson Reclamation Authority

From: Joy Simarago, Deputy City Clerk CLERK Administration

Subject: APPROVAL OF THE FOLLOWING CARSON RECLAMATION AUTHORITY MEETING MINUTES:  
JANUARY 29, 2025 (SPECIAL) AND FEBRUARY 10, 2025 (SPECIAL)

### I. SUMMARY

The City Clerk's Office is seeking approval of the following minutes:

- Wednesday, January 29, 2025 (Special)
- Monday, February 10, 2025 (Special)

### II. RECOMMENDATION

**APPROVE** the minutes as listed.

### III. ALTERNATIVES

None.

### IV. BACKGROUND

None.

### V. FISCAL IMPACT

None.

### VI. EXHIBITS

1. Minutes, January 29, 2025 (Special)
2. Minutes, February 10, 2025 (Special)

Prepared by: Dr. Khaleah K. Bradshaw, Authority Secretary and Joy Simarago, Deputy Authority Secretary



**Attachments**

[01-29-25 - CRA Special Mtg Minutes.pdf](#)

[02-10-25 - CRA Special Mtg Minutes.pdf](#)



**Carson Reclamation Authority  
Special Meeting**

**WEDNESDAY, JANUARY 29, 2025  
701 East Carson Street  
City Hall  
1:00 PM**

**Lula Davis-Holmes, Authority Chair**

**Cedric Hicks, Authority Vice Chair**

**Ray Aldridge, Jr., Board Member**

**Lillian Hopson, Board Member**

**Dianne Thomas, Board Member**

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**CALL TO ORDER: CARSON RECLAMATION AUTHORITY (1:00PM)**

The meeting was called to order at 1:04 P.M. by the Authority Vice Chair, Cedric Hicks in the Helen Kawagoe Council Chambers, Carson City Hall, located at 701 E. Carson Street, Carson, California 90745.

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**ROLL CALL (AUTHORITY SECRETARY)**

Authority Secretary, Dr. Khaleah Bradshaw noted the roll.

Authority Board Members Present:

Authority Chair Lula Davis-Holmes

Authority Vice Chair Cedric Hicks

Board Member Ray Aldridge, Jr.

Board Member Lillian Hopson

Board Member Dianne Thomas

Also Present:

Monica Cooper, Authority Treasurer

John Raymond, Executive Director

Danny Aleshire, Assistant Authority Counsel

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**FLAG SALUTE**

Board Member Aldridge, Jr. led the Pledge of Allegiance.

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**INVOCATION**

Board Member Thomas gave the invocation.

## **CLOSED SESSION**

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### **2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION-**

#### **RECOMMENDED ACTION**

—A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the Carson Reclamation Authority is a party. The title of such litigation is as follows: CAM-Carson, LLC v. Carson Reclamation Authority, City of Carson and Successor Agency to the Carson Redevelopment Agency, Los Angeles Superior Court Case No. 20STCV16461.

No reportable action.

### **3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR-**

#### **RECOMMENDED ACTION**

— A closed session will be held, pursuant to Government Code Section 54956.8, to enable the Carson Reclamation Authority to consider negotiations with Carson Goose Owner, LLC., with whom Authority is negotiating, and to give direction to its negotiator John Raymond, Executive Director regarding that certain real property consisting of approximately 86.5 acres located at 20400 Main Street, Carson (Cells 3, 4, 5). The Authority's real property negotiator will seek direction from the Authority Board regarding the price and terms of payment for the property.

No reportable action.

## **REPORT ON ANY PUBLIC COMMENTS ON CLOSED SESSION ITEMS (AUTHORITY SECRETARY)**

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None.

## **ANNOUNCEMENT OF CLOSED SESSION ITEMS (AUTHORITY COUNSEL)**

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Authority Counsel Aleshire announced the two closed session items.

Executive Director Raymond introduced the CSUDH intern Diego Rodriguez, who is working with him on CRA projects.

## **RECESS INTO CLOSED SESSION**

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Authority Vice Chair Hicks dismissed the meeting into recess at 1:11 P.M.

## **RECONVENE INTO OPEN SESSION**

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Authority Vice Chair Hicks reconvened the meeting at 2:40 P.M. Authority Chair Davis-Holmes did not return to the meeting as she had another meeting to attend.

#### **REPORT ON CLOSED SESSION ACTIONS (AUTHORITY COUNSEL)**

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Authority Counsel Aleshire stated that a briefing was provided for the first item, but no reportable action was taken.

Authority Counsel Aleshire stated that he and Executive Director Raymond provided a briefing for the second item, but no reportable action was taken.

#### **ORAL COMMUNICATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)**

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None.

#### **DISCUSSION**

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None.

1. CONSIDER AN AMENDED AND RESTATED OPTION AGREEMENT AND JOINT ESCROW INSTRUCTIONS WITH CARSON GOOSE OWNER, LLC , A DELAWARE LIMITED LIABILITY COMPANY, AND FIDELITY NATIONAL TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION, ACTING AS THE ESCROW HOLDER AND TITLE COMPANY, FOR CELLS 3, 4, AND 5 OF THE FORMER CAL COMPACT LANDFILL- 2:42 PM

Executive Director Raymond stated that this item will be continued to the next meeting.

#### **ORAL COMMUNICATIONS FOR MATTERS NOT LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)**

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None.

#### **ORAL COMMUNICATIONS (AUTHORITY MEMBERS)**

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Board member Thomas stated that the MLK program was rescheduled but was a huge success and extremely well done. She also shared that the Black History Month program will be February 21st at 6pm.

No other members had items to add.

Executive Director Raymond stated that he would like the regular meeting scheduled for Monday, February 3rd should be rescheduled so there is time to bring back the items discussed today. He will work with staff to schedule a meeting, possibly the week of February 10th.

## **ADJOURNMENT**

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Authority Vice Chair Hicks adjourned the meeting at 2:47 P.M.

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Lula Davis-Holmes, Authority Chair

ATTEST:

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Dr. Khaleah K. Bradshaw, Authority Secretary



**Carson Reclamation Authority  
SPECIAL MEETING**

**MONDAY, FEBRUARY 10, 2025  
701 East Carson Street  
City Hall  
4:00 PM**

**MINUTES**

**Lula Davis-Holmes, Authority Chair**

**Cedric Hicks, Authority Vice Chair**

**Ray Aldridge, Jr., Board Member**

**Lillian Hopson, Board Member**

**Dianne Thomas, Board Member**

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**CALL TO ORDER: CARSON RECLAMATION AUTHORITY (4:00PM)**

The meeting was called to order at 4:03 P.M. by Authority Vice Chair Cedric Hicks, Sr. in the Helen Kawagoe Council Chambers, Carson City Hall, located at 701 E. Carson Street, Carson, California 90745.

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**ROLL CALL (AUTHORITY SECRETARY)**

Authority Secretary, Dr. Khaleah K. Bradshaw noted the roll:

Authority Board Members Present:

Authority Chair Lula Davis-Holmes (Entered at 4:05 P.M.), Authority Vice Chair Cedric Hicks, Sr., Board Member Ray Aldridge, Jr., Board Member Dianne Thomas, and Board Member Lillian Hopson

Also Present:

Monica Cooper, Authority Treasurer; John Raymond, Executive Director; and Danny Aleshire, Authority Special Counsel

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**FLAG SALUTE**

Board Member Hopson led the Pledge of Allegiance.

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**INVOCATION**

Board Member Thomas gave the invocation.

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**CLOSED SESSION**

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**1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION-  
RECOMMENDED ACTION**

—A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the Carson Reclamation Authority is a party. The title of such litigation is as follows: CAM-Carson, LLC v. Carson Reclamation Authority, City of Carson and Successor Agency to the Carson Redevelopment Agency, Los Angeles Superior Court Case No. 20STCV16461.

ACTION: No reportable action was taken.

**REPORT ON ANY PUBLIC COMMENTS ON CLOSED SESSION ITEMS (AUTHORITY SECRETARY)**

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None.

**ANNOUNCEMENT OF CLOSED SESSION ITEMS (AUTHORITY COUNSEL)**

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Authority Counsel Aleshire announced the Closed Session item.

**RECESS INTO CLOSED SESSION**

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The meeting was recessed at 4:08 P.M. by Authority Chair Davis-Holmes to Closed Session.

**RECONVENE INTO OPEN SESSION**

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The meeting was reconvened at 5:02 P.M. by Authority Chair Davis-Holmes with all members previously noted present.

**REPORT ON CLOSED SESSION ACTIONS (AUTHORITY COUNSEL)**

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Authority Counsel Aleshire provided the Closed Session report.

**ORAL COMMUNICATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)**

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None.

**CONSENT**

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The item numbers were incorrectly listed on the agenda. Consent Item Nos. 2, 3, and 4, were approved. Discussion Item No. 5 was approved under Consent.

2. CONSIDER COLLATERAL ASSIGNMENT OF PROJECT DOCUMENTS ("COLLATERAL ASSIGNMENT") ASSOCIATED WITH AMENDED AND RESTATED ENVIRONMENTAL REMEDIATION AND DEVELOPMENT MANAGEMENT AGREEMENT, DATED JUNER 20, 2019 (THE "ORIGINAL AGREEMENT"), AS AMENDED, BETWEEN THE CARSON RECLAMATION AUTHORITY ("CRA") and RE|OLUTION, LLC, OF DENVER, COLORADO ("RES") - 5:03 PM

RECOMMENDED ACTION

—1. APPROVE the Collateral Assignment with RE|Solutions, LLC

—2. AUTHORIZE the Executive Director to execute the Collateral Assignment

ACTION: It was moved to approve staff's recommendation on motion of Hicks, seconded by Thomas and unanimously carried by the following vote:

Ayes: Authority Chair Davis-Holmes, Authority Vice Chair Hicks, Sr., Board Member Aldridge, Jr., Board Member Hopson, and Board Member Thomas

Noes: None

Abstain: None

Absent: None

**5. CONSIDER A SCHEDULE OF COVERED OPERATIONS, NAMED INSURED, AND LIMITS OF LIABILITY AMENDATORY ENDORSEMENT TO A CONTRACTOR'S POLLUTION LIABILITY INSURANCE POLICY WITH ALLIANZ WITH AN ADDITIONAL LIMIT OF \$5,000,000 FOR AN AGGREGATE LIMIT OF \$10,000,000, AT AN ADDITIONAL PREMIUM NOT TO EXCEED \$50,000 PLUS SURPLUS LINES TAXES AND STAMPING FEES ESTIMATED AT \$1,600, PROCURED AND PAYABLE THROUGH MARSH USA, INC; AND AUTHORIZE THE EXECUTIVE DIRECTOR TO BIND THE ENDORSEMENT TO THE POLICY- 5:03 PM**

RECOMMENDED ACTION

—1. APPROVE A SCHEDULE OF COVERED OPERATIONS, NAMED INSURED, AND LIMITS OF LIABILITY AMENDATORY ENDORSEMENT TO A CONTRACTOR'S POLLUTION LIABILITY INSURANCE POLICY WITH ALLIANZ WITH A LIMIT OF \$10,000,000 AT AN ADDITIONAL PREMIUM NOT TO EXCEED \$50,000 PLUS SURPLUS LINES TAXES AND STAMPING FEES ESTIMATED AT \$1,600, PROCURED AND PAYABLE THROUGH MARSH USA, INC.

—2. AUTHORIZE the Executive Director of the CRA to bind the Endorsement to the Policy.

ACTION: It was moved to approve staff's recommendation on motion of Hicks, seconded by Thomas and unanimously carried by the following vote:

Ayes: Authority Chair Davis-Holmes, Authority Vice Chair Hicks, Sr., Board Member Aldridge, Jr., Board Member Hopson, and Board Member Thomas

Noes: None

Abstain: None

Absent: None



**3. CONSIDER AUTHORIZING EXECUTIVE DIRECTOR TO APPROVE AMENDMENT NO. 2 TO A PRECONSTRUCTION AGREEMENT WITH SL CARSON BUILDERS, LLC ("SLCB") FOR SERVICES RELATED TO THE CONSTRUCTION OF LENARDO DRIVE, EXTENDING THE TERM OF THE AGREEMENT TO FEBRUARY 28, 2025 AND THE PRE-CONSTRUCTION BUDGET BY \$119,683, TO A TOTAL OF \$498,571- 5:03 PM**

RECOMMENDED ACTION

—AUTHORIZE EXECUTIVE DIRECTOR TO ENTER INTO AMENDMENT NO. 2 TO APRECONSTRUCTION AGREEMENT WITH SL CARSON BUILDERS, LLC ("SLCB") FOR SERVICESRELATED TO THE CONSTRUCTION OF LENARDO DRIVE ON THE FORMER CAL COMPACTLANDFILL, IN AN AMOUNT NOT TO EXCEED \$119,683, IN A FORM ACCEPTABLE TO THEAUTHORITY COUNSEL

ACTION: It was moved to approve staff recommendation on motion of Hicks, seconded by Thomas and unanimously carried by the following vote:

Ayes: Authority Chair Davis-Holmes, Authority Vice Chair Hicks, Sr., Board Member Aldridge, Jr., Board Member Hopson, and Board Member Thomas

Noes: None

Abstain: None

Absent: None

## **DISCUSSION**

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**4. CONSIDER FIRST LETTER AMENDMENT AND SECOND LETTER AMENDMENT TO AMENDED AND RESTATED ENVIRONMENTAL REMEDIATION AND DEVELOPMENT MANAGEMENT AGREEMENT, DATED JUNE 20, 2019 (THE "ORIGINAL AGREEMENT"), BETWEEN THE CARSON RECLAMATION AUTHORITY ("CRA") AND RE|SOLUTION, LLC, OF DENVER, COLORADO; AND RECEIVE AND FILE THE AMENDED AND RESTATED MASTER AGREEMENT FOR CIVIL IMPROVEMENTS BETWEEN RE| SOLUTIONS, LLC and SL CARSON BUILDERS, LLC-**

RECOMMENDED ACTION

—1. APPROVE the FIRST LETTER AMENDMENT TO AMENDED AND RESTATED ENVIRONMENTALREMEDICATION AND DEVELOPMENT MANAGEMENT AGREEMENT WITH RE|SOLUTIONS, LLC IN AFORM ACCEPTABLE TO THE AUTHORITY COUNSEL

—2. APPROVE the SECOND LETTER AMENDMENT TO AMENDED AND RESTATEDENVIRONMENTAL REMEDIATION AND DEVELOPMENT MANAGEMENT AGREEMENT WITHRE|SOLUTIONS, LLC IN A FORM ACCEPTABLE TO THE AUTHORITY COUNSEL

- 3. AUTHORIZE the Executive Director to EXECUTE the FIRST and SECOND LETTER AGREEMENTS
- 4. RECEIVE and FILE the AMENDED AND RESTATED MASTER AGREEMENT FOR CIVIL IMPROVEMENTS BETWEEN RE| SOLUTIONS, LLC and SL CARSON BUILDERS, LLC

ACTION: It was moved to approve staff's recommendation on motion of Hicks, seconded by Thomas and unanimously carried by the following vote:

Ayes: Authority Chair Davis-Holmes, Authority Vice Chair Hicks, Sr., Board Member Aldridge, Jr., Board Member Hopson, and Board Member Thomas

Noes: None

Abstain: None

Absent: None

**ORAL COMMUNICATIONS FOR MATTERS NOT LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)**

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None.

**ORAL COMMUNICATIONS (AUTHORITY MEMBERS)**

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Authority Chairman Davis-Holmes requested that the pre-recorded audio of the rules of decorum be played at the beginning of future Carson Reclamation Authority meetings.

**ANNOUNCEMENT OF UNFINISHED OR CONTINUED CLOSED SESSION ITEMS (AS NECESSARY)**

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None.

**REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS**

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None.

**ADJOURNMENT**

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The meeting was adjourned at 5:06 P.M. by Authority Chair Davis-Holmes.

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Lula Davis-Holmes

Authority Chair

ATTEST:

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Dr. Khaleah K. Bradshaw

Authority Secretary



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File #:

Version:

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## Report to Carson Reclamation Authority

Monday, March 3, 2025, 4:00 PM

CONSENT 2.

To: Carson Reclamation Authority

From:

Subject: CONSIDER APPROVAL OF CARSON RECLAMATION AUTHORITY CLAIMS & DEMANDS  
RESOLUTION NO. 25-03-CRJPA

### I. SUMMARY

RESOLUTION NO. 25-03-CRJPA, A RESOLUTION OF THE CARSON RECLAMATION AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF **\$1,137,826.88**.

### II. RECOMMENDATION

TO APPROVE RESOLUTION NO. 25-03-CRJPA.

### III. ALTERNATIVES

NONE.

### IV. BACKGROUND

THE CARSON RECLAMATION AUTHORITY DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The claims and demands listed in this Resolution have been reviewed for accuracy and compliance with the budget and applicable agreements and are hereby ratified in the amount hereinafter set forth:

Section 2. On March 3, 2025, the Carson Reclamation Authority ratified the said claims and demands and authorization was given to the Authority Treasurer to pay, out of the Authority funds, to each of the claimants listed above, the amount of claims appearing opposite their respective names, for the purpose stated on the respective demands, making a total of **\$1,137,826.88**.

Section 3. That the Authority Secretary shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED, APPROVED and ADOPTED this 3rd DAY OF MARCH, 2025.

CARSON RECLAMATION AUTHORITY, a public body

By:

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AUTHORITY CHAIRMAN, LULA DAVIS-HOLMES

ATTEST:

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AUTHORITY SECRETARY, DR. KHALEAH BRADSHAW

APPROVED AS TO FORM:

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AUTHORITY COUNSEL, SUNNY SOLTANI

**V. FISCAL IMPACT**

CERTIFICATION

In accordance with §37202 of the California Government Code, I hereby certify that the above demands are accurate and that funds are available for payment thereof. I certify under penalty of perjury that the foregoing is true and correct.

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES )  
CITY OF CARSON )

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 25-03 CRJPA, adopted by the City of Carson City Council at its meeting held on March 3, 2025, by the following vote:

AYES: AUTHORITY BOARD MEMBERS:

NOES: AUTHORITY BOARD MEMBERS:

ABSTAIN: AUTHORITY BOARD MEMBERS:

ABSENT: AUTHORITY BOARD MEMBERS:

EXECUTED THE 3rd DAY OF MARCH, 2025 AT  
CARSON, CALIFORNIA:

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EXECUTIVE DIRECTOR, JOHN RAYMOND

**VI. EXHIBITS**

1. DEMAND RESOLUTION #25-03-CRJPA

**Attachments**

[EXHIBIT NO.1 - DEMAND RESOLUTION #25-03-CRJPA.pdf](#)

## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 578-99-999-999-1031-

FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
227	01/02/2025	WIRE	004084 RE SOLUTIONS	535,324.49			Aug/Sep/Oct '24 O&M, management fees
228	01/02/2025	WIRE	004084 RE SOLUTIONS	-.02			O&M, management fees adjustment
229	02/05/2025	WIRE	004084 RE SOLUTIONS	407,980.89			Nov '24 O&M, management fees
233	12/17/2024	WIRE	005525 GREENBERG TRAURIG LLP	37,300.50			Oct/Nov '24 legal fees
1745	12/19/2024	PRINTED	004417 SOCALGAS	11,288.14			Dec '24 gas utility
1746	12/26/2024	PRINTED	000129 SOUTHERN CALIFORNIA EDISO	6,699.88			Dec '24 electric utility
1747	12/26/2024	PRINTED	000461 STATE WATER RESOURCES CON	8,989.00			Annual stormwater permit fee
1748	01/08/2025	PRINTED	000079 CALIFORNIA WATER SERVICE	2,261.31			Dec '24 water utility
1749	01/08/2025	PRINTED	001174 DEPARTMENT OF TOXIC SUBTA	40,662.26			Jul-Sep '24 project (cleanup) oversight
1750	01/14/2025	PRINTED	000268 DAILY JOURNAL CORP	898.34			Dec '24 ordinance publication fee
1751	01/15/2025	PRINTED	006831 MARSH USA INC.	60,721.43			Contractor pollution liability ins. premium
1752	01/22/2025	PRINTED	000129 SOUTHERN CALIFORNIA EDISO	6,303.05			Jan '25 electric utility
1753	01/27/2025	PRINTED	004417 SOCALGAS	12,685.24			Jan '25 gas utility
1754	02/06/2025	PRINTED	000079 CALIFORNIA WATER SERVICE	4,775.77			Jan '25 water utility
1755	02/11/2025	PRINTED	000797 ALESHIRE AND WYNDER LLP	61.60			Dec '24 legal fees
1756	02/20/2025	PRINTED	001924 THE BANK OF NEW YORK MELL	1,875.00			Oct-Dec '24 bank admin fee
16 CHECKS							
CASH ACCOUNT TOTAL				1,137,826.88	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
16 CHECKS	FINAL TOTAL	1,137,826.88	.00

\*\* END OF REPORT - Generated by BRAULIO ALATORRE \*\*



# Carson Reclamation Authority

701 East Carson Street

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## Report to Carson Reclamation Authority

Monday, March 3, 2025, 4:00 PM

CONSENT 3.

To: Carson Reclamation Authority

From: Monica Cooper, Authority Treasurer

Subject: CONSIDER MONTHLY INVESTMENT AND CASH REPORT FOR THE CARSON RECLAMATION AUTHORITY MONTH ENDING JANUARY 31, 2025 (RECLAMATION AUTHORITY BOARD)

### I. SUMMARY

Submitted to the Carson Reclamation Authority Board members is the monthly Reserves and Cash report:

Available cash as of January 31, 2025

\$1,595,178.36

Balance of reserve funds as of January 31, 2025

\$14,456,721.97

### II. RECOMMENDATION

**RECEIVE and FILE**

### III. ALTERNATIVES

**TAKE** another action the Board deems appropriate

### IV. BACKGROUND

The monthly Investment and Cash report is submitted to the Carson Reclamation Authority Board to ensure the legislative body is kept abreast of the value of the reserve funds and available cash. The Treasurer attests to the Authority's assets and not the sufficiency.

### V. FISCAL IMPACT



None.

## **VI. EXHIBITS**

1. Carson Reclamation Authority Reserve Holdings

### **Attachments**

[CRA ReportJJan 2025.pdf](#)



**Reclamation Authority**  
**Reserve Holdings**  
**As of January 31, 2025**

Description	CUSIP/Ticker	Security Type	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
<b>Carson Reclamation Authority</b>							
LOCAL AGENCY INVESTMENT FUND LGIP	LAIF-9070	Local Government Investment Pool	4.366	175.82	175.82	175.82	0.00
Sub Total / Average Carson Reclamation Authority			4.366	175.82	175.82	175.82	0.00
<b>Carson Reclamation Authority #2</b>							
BNY Cash Reserve Cash	MM7946	Cash	0.000	14,393,673.72	14,393,673.72	14,393,673.72	99.56
Sub Total / Average Carson Reclamation Authority #2			0.000	14,393,673.72	14,393,673.72	14,393,673.72	99.56
<b>Carson Reclamation Authority Remediation</b>							
D. Treasury Cash Management Cash	946933	Cash	0.000	62,872.43	62,872.43	62,872.43	0.43
Sub Total / Average Carson Reclamation Authority Remediation			0.000	62,872.43	62,872.43	62,872.43	0.43
Total / Average			0.000	14,456,721.97	14,456,721.97	14,456,721.97	100



# Carson Reclamation Authority

701 East Carson Street

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## Report to Carson Reclamation Authority

Monday, March 3, 2025, 4:00 PM

CONSENT 4.

To: Carson Reclamation Authority

From: John Raymond, Executive Director

Subject: CONSIDER APPROVAL OF OWNER'S INTEREST COMMERCIAL GENERAL LIABILITY POLICY RELATED TO THE CONSTRUCTION OF LENARDO DRIVE, WITH CRUM & FORSTER SPECIALTY INSURANCE COMPANY PROCURED THROUGH MARSH USA, INC. IN A PREMIUM AMOUNT NOT TO EXCEED \$58,233.00; APPROVAL OF AN OWNER'S INTEREST EXCESS LIABILITY INSURANCE POLICY FOR THE SAME PURPOSE FROM CRUM & FORSTER SPECIALTY INSURANCE COMPANY, PROCURED THROUGH MARSH USA, INC., IN A PREMIUM AMOUNT NOT TO EXCEED \$49,497.51; AND, APPROVAL OF A COMMERCIAL GENERAL LIABILITY POLICY RELATED TO THE CONSTRUCTION OF LENARDO DRIVE ON BEHALF OF THE DEVELOPMENT AND ENVIRONMENTAL MANAGER OF THE PROJECT, RE|SOLUTIONS, LLC OF DENVER, COLORADO, FROM VERUS SPECIALTY INSURANCE, A UNIT OF BERKLEY ASSURANCE COMPANY, PROCURED THROUGH MARSH USA, INC. IN A PREMIUM AMOUNT NOT TO EXCEED \$68,720; AND AUTHORIZE THE EXECUTIVE DIRECTOR TO BIND THE CRA'S POLICY AND PAY THE PREMIUMS ON ALL THE POLICIES

### I. SUMMARY

These actions procure three separate commercial general liability policies related to the construction of Lenardo Drive by the CRA: (1) a stand-alone Owner's Interest Commercial General Liability policy tied to the value of the Lenardo Drive road construction project through Crum & Forster Specialty Insurance Company, at a premium not to exceed \$58,233.00; (2) an Owner's Interest Excess Liability policy for the CRA's construction of Lenardo Drive through Crum & Forster Specialty Insurance Company, at a premium not to exceed \$49,497.51; and, a two-year Commercial General Liability Policy with RE|Solutions, LLC as the named insured, from Verus Specialty Insurance, at a premium not to exceed \$68,720.00.

All of the policies were procured by Marsh USA, Inc., using the insurance wholesaler R-T Specialty, LLC due to the complexity of the risk. These are project-related costs as part of the Lenardo Drive construction project, and will be paid from those sources.

### II. RECOMMENDATION

1. **APPROVE** the CRA's Owner's Interest Commercial General Liability Policy with Crum & Forster Specialty Insurance Company in a premium amount not to exceed \$58,233.00
2. **APPROVE** the CRA's Owner's Interest Excess Liability Policy with Crum & Forster Specialty Insurance Company in a premium amount not to exceed \$49,497.51
3. **APPROVE** a Comprehensive General Liability Policy with Verus Specialty Insurance, a unit of Berkley Assurance Company, on behalf of RE|Solutions, LLC, in a premium amount not to exceed \$68,720.00
4. **AUTHORIZE** the Executive Director to bind the CRA's policies and pay the premiums on all three policies.

### III. ALTERNATIVES

**TAKE** another action the Board deems appropriate.

#### **IV. BACKGROUND**

For the development of general liability insurance coverage in 2017-2018, the CRA worked with its brokers and with CAM-Carson, LLC to develop a General Liability Owners Controlled Insurance Program (OCIP). The OCIP was bound in September 2018 for a period of five years and expired on September 12, 2023.

Since the CRA was not in construction mode when the policy termed out in 2023, it was anticipated that the CRA would be covered as an additional insured by the GL coverage procured by the Cell 3, 4, and 5 Developer, Carson Goose Owner, LLC (CGO) pursuant to the Insurance Administration Agreement (IAA) and would not have to acquire replacement coverage for the OCIP but CGO hadn't placed its policies, either. When the CRA renewed its policies in 2023 and 2024 it was primarily only engaged in O&M and preconstruction activity, anticipating that construction activity on Lenardo Road and the Cell 2 buffer would commence shortly. At the time of renewal in October 2024, staff informed the Board that when roadwork was ready to begin the policy would need to be amended to accommodate the additional construction liability.

Instead of an amendment to the overall GL policy, though, this is a stand-alone commercial general liability policy specifically for the construction of the road, along with an Owner's Interest Excess Liability policy. An amendment to the existing GL would have been much more expensive. Additionally, the Board is asked to approve a stand-alone commercial general liability policy for RES, the environmental and development manager on the project. Typically the development manager would acquire the policy and submit the full cost to be reimbursed by the CRA as a project cost, like the general contractor does, but after months of testing the liability insurance markets we determined it was dramatically less expensive was for the CRA to procure the policy in this manner. RES remains the named insured and the CRA would directly pay the premium.

#### **V. FISCAL IMPACT**

The total cost of the three policies will be \$176,450.51 and will be charged to the Lenardo Drive project accounts. The two CRA policies are for one year each while the RES policy expires on February 1, 2027 and should not need to be renewed again during the term of the road construction.

#### **VI. EXHIBITS**

1. Summary of C&F and Verus Options
2. CRA Owner's Interest Liability Quote
3. CRA Owner's Interest Excess Quote
4. RES Verus Quote

#### **Attachments**

[Exhibit No. 1 - Summary of C&F and Versus Options](#)

[Exhibit No. 2 - Interest Liability Quote](#)

[Exhibit No. 3 Owners Interest Excess Quote](#)

[Exhibit No. 4 - RES Verus Quote](#)

OWNER'S INTEREST PREMIUM SUMMARY

<b>Named Insured</b>	RE SOLUTIONS, LLC
<b>Project Name</b>	Lenardo Drive (Project #1617)
<b>Location Address</b>	20400 S. Main St., Carson, CA 90745
<b>General Contractor</b>	Snyder Langston
<b>Term of Policy</b>	24 Months
<b>Estimated CV</b>	\$43,634,860
	"Cost" means the total cost of all work let or sublet including: a) the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of the work and b) all fees, bonuses or commissions made, paid or due.
<b>Definition of Hard Cost</b>	
<b>Project Description</b>	Commercial General Space Construction Project at 20400 Main Street, Carson, CA 90745 involving Public Roads / Streets Work

<b>Deductible</b>	<b>\$2,500</b>
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Coverage	Limits	Carrier	Rate	Basis (CV)	Premium	SL Taxes/Fees	TRIA	TRIA SL Taxes/Fees	Total Premium
Owner's Interest						3.18%		3.18%	
Each Occurrence	\$10,000,000								
General Aggregate	\$11,000,000								
Products Completed Aggregate	\$11,000,000	Berkshire Assurance Company (Versus Specialty Insurance)	\$1.45	1000	\$ 63,430.00	\$2,017	\$ 3,172	\$101	68,720
Personal & Advertising	\$10,000,000								
Damage to Premises Rented to You	\$100,000								
Medical Expense Limit	Excluded								

**SUBJECTIVITIES :**

- |  |    |
|--|----|
| 1) Signed TRIA Acceptance or Rejection Form  | 2) |
| Receipt, Review and Acceptance of a Fully Executed Agreement between the Insured/Owner and the General Contractor that Confirms the GC is Required to Hold Harmless and Indemnify the Insured and Name Them as Additional Insured - Required within 60 Days of Binding | 3) |
| Receipt, Review and Acceptance of a Copy of General Contractor's Primary CGL & Excess Declarations Pages and Schedule of Forms - Required Within 60 Days of Binding  |    |
| 4) Project Specification Sheet Detailing Job Elements At Corresponding Construction Costs - Required Within 30 Days of Binding   |    |
| 5) Completed and Signed OIL Application  |    |



## COMMERCIAL GENERAL LIABILITY QUOTATION

To: Alexander Barnhart - R-T Specialty, LLC -  
Burbank

C&F Product Number: 9027390

**NAMED INSURED:** Carson Reclamation Authority

**COMPANY NAME:** Crum & Forster Specialty Insurance Company  
A.M. Best's Rating: A (Excellent) XV

**POLICY PERIOD:** 02/01/2025 – 02/01/2026

**COVERAGE FORM:**  
CG 00 01 04 13 Commercial General Liability Coverage Form (Occurrence)

**LIMITS OF INSURANCE:**

Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products-Completed Operations Aggregate Limit	\$ 2,000,000
Damage to Premises Rented To You Limit	Excluded
Medical Payments Limit	Excluded

**ADDITIONAL TERMS:**

Premium Basis	Adjustable
Minimum Earned At Inception	25%
Minimum Earned At Audit	100%
Commission	20%
Inspection Fee	Not Applicable
Processing Fee	Not Applicable
Defense Costs	Outside Limits
Audit Period	Policy Term
Policy Deductible	Includes LAE
Bodily Injury & Property Damage	\$10,000 Per Occurrence
Personal And Advertising injury	\$10,000 Per Injury
Medical Payments	Not Applicable

**PREMIUM:**

Risk:	\$ 53,750
TRIA:	\$ 2,688
<b>Total:</b>	<b>\$ 56,438</b>

**CLASS CODE:**

91585 - Contractors Subcontracted Work In Connection With  
Construction, Reconstruction, Erection or Repair Of Buildings NOC

**RATE:**

Rate: \$1.250000 Per \$1,000 Of Construction Costs Based On Estimated Construction Costs Of \$43,000,000

## Notes



### Schedule of Forms and Endorsements

CS 07 001 01 21	Crum & Forster Specialty Insurance Company Signature Page
CFSIC OFAC (12/12)	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders
CG 00 01 04 13	Commercial General Liability Coverage Form (Occurrence)
SOP CF (07/16)	Service Of Process Clause
CG 21 32 05 09	Communicable Disease Exclusion
CG 21 45 07 98	Exclusion - Damage To Premises Rented To You
CG 21 47 12 07	Employment-Related Practices Exclusion
CG 21 65 12 04	Total Pollution Exclusion With A Building Heating, Cooling And Dehumidifying Equipment Exception And A Hostile Fire Exception
CG 21 67 12 04	Fungi Or Bacteria Exclusion
CG 21 71 01 15	Exclusion Of Other Acts Of Terrorism Committed Outside The United States; Cap On Losses From Certified Acts Of Terrorism (PLEASE NOTE THAT THIS FORM WILL ONLY BE ATTACHED TO THE BINDER IF TRIA COVERAGE IS PURCHASED)
CG 21 86 12 04	Exclusion - Exterior Insulation And Finish Systems
CG 22 79 04 13	Exclusion - Contractors - Professional Liability
CFSIC GL 2010 (01/14)	Cross Suits Endorsement
CFSIC GL 2015 (06/23)	Policy Deductible Endorsement
CFSIC COI (05/22)	Policyholder Notice - Certificates Of Insurance
CFSIC GL 2642 (02/24)	Amendment Of Limits Of Insurance For Wrap, Project-Specific Or Owner's Interest Policies
CFSIC GL 2709 (01/22)	Construction Project Endorsement Owner's Interest - Version 9(Project Schedule: Carson Reclamation Authority - Lenardo Drive (Project #1617); Location: 20400 Main Street, Carson, California, 90745; Project Description: Project consists of infrastructure work only for future development; road development( Paving, Streetlight & Traffic signals), wet and dry utilities installation, primary methane barrier around buffer zone, and landscape and irrigation installation.
	; Contractor: Snyder Langston)
CFSIC GL 2745 (04/21)	Premium Computation And Minimum Premium Endorsement(Fully Earned By: Expiration Date of the policy)
CFSIC GL 2855 (07/19)	Exclusion - Residential Property (Including Apartments)
CFSIC GL 3062 (05/23)	Exclusion - Cyber Incident and Personal (Including Biometric) Data
CFSIC GL 3092 (01/24)	Exclusion - Hazardous Materials (Including Perfluoroalkyl and Polyfluoroalkyl (Pfas))
IL 00 17 11 98	Common Policy Conditions
IL 00 21 09 08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL 09 85 01 20	Disclosure Pursuant To Terrorism Risk Insurance ActExclusion Of Certified Acts Of Terrorism And Exclusion Of Other Acts Of Terrorism Committed Outside The United States(PLEASE NOTE THAT THIS FORM WILL ONLY BE ATTACHED TO THE BINDER IF TRIA COVERAGE IS PURCHASED)
CFSIC - Claim (08/18)	Claim Notification

#### Subjectivities (due within 30 days of binding unless otherwise noted)

***If subjectivities required prior to binding are not satisfied, we may consider binding with an additional endorsement that makes coverage contingent upon the construction contract and designated contractor's insurance coverage. Endorsement may be deleted from policy after subjectivities are satisfied.***

- Completed OI/OCP application signed and dated by the insured (Prior to Binding)
- Completed CFSIC TRIA Disclosure 2020 form signed and dated by the insured (Prior to Binding)
- Insured's audit contact information including contact name, address, phone and email (Prior to Binding)
- Broker is responsible for all Surplus Lines filings and taxes, as well as providing a completed Surplus Lines form. (Within 5 Days Of Binding)
- Copy of the executed contract between the Named Insured and designated contractor, which must have a broad hold harmless, additional insured requirement, primary/non-contributory wording and otherwise acceptable provisions. The contract must state a requirement for combined CGL and Excess Liability each occurrence limits of at least \$10,000,000 (Prior to Binding)
- Copy of the designated contractor's Certificate Of Insurance and CGL endorsements confirming combined CGL and Excess Liability each occurrence limits of at least \$10,000,000, additional insured coverage on a primary non-contributory basis for the Named Insured for both premises/operations and product/completed operations and waiver of subrogation in favor of the Named Insured, i.e. CG 20 10, CG 20 37 and CG 24 04. Renewal Certificates Of Insurance must be provided prior to expiration and evidence the limits and terms stated above. (Prior to Binding)
- Copy of Construction Budget (Prior to Binding)
- Receipt and favorable review of site map (Prior to Binding)

#### Disclaimers

**THIS QUOTE IS VALID FOR THIRTY (30) DAYS OR UNTIL THE EFFECTIVE DATE, WHICHEVER OCCURS FIRST AND IS CONTINGENT UPON RECEIPT AND ACCEPTABLE REVIEW OF ANY ADDITIONAL INFORMATION THAT MAY HAVE BEEN REQUESTED UNDER THE "SUBJECTIVITIES" SECTION OF THIS PROPOSAL. ALL OTHER REQUESTED SPECIFICATIONS ARE REJECTED, EXCEPT AS SET FORTH IN THE POLICY. THIS QUOTE RELIES ON THE INFORMATION SUBMITTED BY THE APPLICANT. WE RESERVE THE RIGHT TO MODIFY THE QUOTE TERMS OR PREMIUM IF THE INFORMATION UPON WHICH THIS QUOTE IS BASED IS CHANGED OR IS INACCURATE. BY ACCEPTING THIS QUOTE, AND/OR THE BINDING OF THIS RISK, THE APPLICANT WARRANTS THAT THE INFORMATION IS TRUE AND COMPLETE AND THAT NO MATERIAL FACTS HAVE BEEN MISREPRESENTED, OMITTED OR SUPPRESSED.**

The information contained in this Quote Proposal is confidential and may be privileged and protected from disclosure. If the reader of this Quote Proposal is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that it is strictly prohibited (a) to disseminate, distribute or copy this communication or any of the information contained in it, or (b) to take any action based on the information in it. If you have received this communication in error, please notify us immediately by replying to this message and deleting it from your computer.

This quote is conditioned upon the Insured's consent to receive electronic copies of policies, change endorsements, notices, and related materials (other than those that are subject to statutes or regulations specifically prescribing methods of delivery other than electronic delivery). By accepting this quote on behalf of the applicant/insured you acknowledge that you have received authority from the applicant/insured to accept this condition.



## POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

### TERRORISM RISK INSURANCE ACT

YOU ARE HEREBY NOTIFIED THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, YOU HAVE A RIGHT TO PURCHASE INSURANCE COVERAGE FOR LOSSES RESULTING FROM ACTS OF TERRORISM, AS DEFINED IN SECTION 102(1) OF THE ACT: THE TERM "ACT OF TERRORISM" MEANS ANY ACT THAT IS CERTIFIED BY THE SECRETARY OF THE TREASURY—IN CONSULTATION WITH THE SECRETARY OF HOMELAND SECURITY, AND THE ATTORNEY GENERAL OF THE UNITED STATES—TO BE AN ACT OF TERRORISM; TO BE A VIOLENT ACT OR AN ACT THAT IS DANGEROUS TO HUMAN LIFE, PROPERTY, OR INFRASTRUCTURE; TO HAVE RESULTED IN DAMAGE WITHIN THE UNITED STATES, OR OUTSIDE THE UNITED STATES IN THE CASE OF CERTAIN AIR CARRIERS OR VESSELS OR THE PREMISES OF A UNITED STATES MISSION; AND TO HAVE BEEN COMMITTED BY AN INDIVIDUAL OR INDIVIDUALS AS PART OF AN EFFORT TO COERCE THE CIVILIAN POPULATION OF THE UNITED STATES OR TO INFLUENCE THE POLICY OR AFFECT THE CONDUCT OF THE UNITED STATES GOVERNMENT BY COERCION.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT REIMBURSES 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANYONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

**IN ACCORDANCE WITH THE ACT, YOU MUST CHOOSE TO SELECT OR REJECT COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" BELOW:**

☐

I hereby elect to purchase certified acts of terrorism coverage for a premium of **\$ 2,688**.

☐

I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism coverage.

\_\_\_\_\_  
Policyholder/Applicant's Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Carson Reclamation Authority

\_\_\_\_\_  
Named Insured

\_\_\_\_\_  
701 East Carson Street  
Carson, CA

\_\_\_\_\_  
Insured's Mailing Address

\_\_\_\_\_  
9027390

\_\_\_\_\_  
Quote Number

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

(A Capital Stock Company)

SIGNATURE



Marc J. Adee  
Chairman and CEO

SIGNATURE



Michael P. McTigue  
Secretary

# U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency." OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons." This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

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

### c. Liquor Liability

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

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

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

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

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

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

### d. Workers' Compensation And Similar Laws

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

### e. Employer's Liability

"Bodily injury" to:

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

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

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

**f. Pollution**

- (1)** "Bodily injury" or "property damage" 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 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 seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

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

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

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

#### **k. Damage To Your Product**

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

#### **l. Damage To Your Work**

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

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

#### **m. Damage To Impaired Property Or Property Not Physically Injured**

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

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

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

#### **n. Recall Of Products, Work Or Impaired Property**

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

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

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

#### **o. Personal And Advertising Injury**

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

#### **p. Electronic Data**

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

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

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

#### **q. Recording And Distribution Of Material Or Information In Violation Of Law**

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

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or



- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, 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.

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, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

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

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

#### **d. Criminal Acts**

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

#### **e. Contractual Liability**

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

#### **f. Breach Of Contract**

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

#### **g. Quality Or Performance Of Goods – Failure To Conform To Statements**

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

#### **h. Wrong Description Of Prices**

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

**i. Infringement Of Copyright, Patent, Trademark Or Trade Secret**

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

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

**j. Insureds In Media And Internet Type Businesses**

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

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites 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. Recording And Distribution Of Material Or Information In Violation Of Law**

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

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, 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.

## **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 Paragraph **(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.

(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 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, bylaws 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, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

**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 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.

## **SERVICE OF PROCESS CLAUSE**

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

Name: Marc Adee, President  
Name of Company or Firm: Crum & Forster Specialty Insurance Company  
Mailing Address: 305 Madison Avenue  
Morristown, NJ 07960

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

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMUNICABLE DISEASE 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 – Coverages – Coverage A – Bodily Injury And Property Damage Liability**:

**2. Exclusions**

This insurance does not apply to:

**Communicable Disease**

"Bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.

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

- a.** Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b.** Testing for a communicable disease;
- c.** Failure to prevent the spread of the disease; or
- d.** Failure to report the disease to authorities.

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

**2. Exclusions**

This insurance does not apply to:

**Communicable Disease**

"Personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

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

- a.** Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b.** Testing for a communicable disease;
- c.** Failure to prevent the spread of the disease; or
- d.** Failure to report the disease to authorities.

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

## **EXCLUSION – DAMAGE TO PREMISES RENTED TO YOU**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The last paragraph ("Exclusions **c.** through **n.** do not apply . . .") of Paragraph **2., Exclusions** under Section **I – Coverage A – Bodily Injury And Property Damage Liability** is deleted.
- B.** The first exception ("Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply . . .") to Exclusion **j., Damage To Property** of Paragraph **2., Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is deleted.
- C.** Paragraph **6.** of **Section III – Limits Of Insurance** is deleted.
- D.** Any reference in the Declarations to "Damage To Premises Rented To You" is deleted.

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

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

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

## **TOTAL POLLUTION EXCLUSION WITH A BUILDING HEATING, COOLING AND DEHUMIDIFYING EQUIPMENT EXCEPTION AND A HOSTILE FIRE EXCEPTION**

This endorsement modifies insurance provided under the following:

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

Exclusion f. under Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

#### **f. Pollution**

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

This exclusion does not apply to:

- (a) "Bodily injury" if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured 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; or
- (b) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:
- (i) At 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; or

- (ii) At 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 to test for, monitor, clean up, remove, contain, treat, detoxify, 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".



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

## **FUNGI OR BACTERIA 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:**

**2. Exclusions**

This insurance does not apply to:

**Fungi Or Bacteria**

- a.** "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b.** Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

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

**2. Exclusions**

This insurance does not apply to:

**Fungi Or Bacteria**

- a.** "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b.** Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

- C. The following definition is added to the Definitions Section:**

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

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

## **EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

**A. The following exclusion is added:**

This insurance does not apply to:

**TERRORISM**

"Any injury or damage" arising, directly or indirectly, out of an "other act of terrorism" that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the "coverage territory." However, this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000 (valued in U.S. dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - a. Physical injury that involves a substantial risk of death; or
  - b. Protracted and obvious physical disfigurement; or

c. Protracted loss of or impairment of the function of a bodily member or organ; or

3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

**B. The following definitions are added:**

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury," "property damage," "personal and advertising injury," "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
- b. The act resulted in damage:
  - (1) Within the United States (including its territories and possessions and Puerto Rico); or
  - (2) Outside of the United States in the case of:
    - (a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
    - (b) The premises of any United States mission; and
- c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism."

Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

- C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.
- D. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

**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 – CONTRACTORS – PROFESSIONAL LIABILITY**

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**:

1. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:
  - a. Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and
  - b. Providing, or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work you perform.
2. Subject to Paragraph 3. below, professional services include:
  - a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
  - b. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
3. Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you or on your behalf with respect to the operations described above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CROSS SUITS ENDORSEMENT

This endorsement modifies insurance provided under the following:

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

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions, COVERAGE D PROFESSIONAL LIABILITY, 2. Exclusions and SECTION I – COVERAGES PRODUCTS/COMPLETED OPERATIONS BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** are amended and the following is added:

### CROSS SUITS EXCLUSION

This Policy does not apply to a claim, demand or “suit” for damages initiated, alleged, or caused to be brought about by a Named Insured covered by this Policy against any other Named Insured. It is the intent of this exclusion to exclude from this insurance all claims, demands or “suits” as above described.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

Endorsement effective

Policy No.

Endorsement No.

Named Insured

Countersigned by \_\_\_\_\_  
(Authorized Representative)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## POLICY DEDUCTIBLE ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

	AMOUNT AND BASIS OF DEDUCTIBLE	
	PER CLAIM	PER OCCURRENCE
<b><u>COVERAGE A</u></b>		
<b>BODILY INJURY LIABILITY</b>	\$	\$
<b>OR</b>		
<b>PROPERTY DAMAGE LIABILITY</b>	\$	\$
<b>OR</b>		
<b>BODILY INJURY LIABILITY AND/OR PROPERTY DAMAGE LIABILITY COMBINED</b>	\$	\$
	<b>PER CLAIM</b>	<b>PER OFFENSE</b>
<b><u>COVERAGE B</u></b>		
<b>PERSONAL AND ADVERTISING INJURY LIABILITY</b>	\$	\$
<b><u>COVERAGE C</u></b>	<b>PER CLAIM</b>	<b>PER OCCURRENCE</b>
<b>MEDICAL PAYMENTS</b>	\$	\$

- A. Our obligation under the Bodily Injury Liability, Property Damage Liability, Personal and Advertising Injury Liability or Medical Payments Coverages to pay damages and Supplementary Payments on your behalf applies only to the amount of damages and Supplementary Payments in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.
- B. Your policy may have a deductible amount on either a per claim, a per "occurrence", or a per offense basis. Your 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:
1. **PER CLAIM BASIS.** If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:
    - a. Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
    - b. Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage";
    - c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
      - (1) "Bodily injury";
      - (2) "Property damage"; or
      - (3) "Bodily injury" and "property damage" combined;
    - d. Under Personal And Advertising Injury Liability Coverage, to all damages sustained by any one person or organization because of "personal and advertising injury";
    - e. Under Supplementary Payments – Coverages **A** and **B**, to all amounts we pay in the defense and investigation of any claim or "suit" to which this insurance applies; or
    - f. Under Medical Payments Coverage **C**, to all damages sustained by any one person because of "bodily injury"; as the result of any one "occurrence" or offense as applicable.

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.

With respect to "property damage," person includes an organization.

**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";
  - 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; or
  - d. Under Supplementary Payments – Coverages **A** and **B**, to all amounts we pay in the defense and investigation of any claim or "suit" to which this insurance applies; or
  - e. Under Medical Payments Coverage **C**, to all damages sustained by any one person because of "bodily injury";
- as the result of any one "occurrence," regardless of the number of persons or organizations who sustain damages because of that "occurrence."

**3. PER OFFENSE BASIS.** If the deductible amount indicated in the Schedule above is on a per offense basis, the deductible amount applies as follows:

- a. Under the Personal and Advertising Injury Liability Coverage to all damages because of "personal and advertising injury"; or
- b. Under Supplementary Payments – Coverages **A** and **B**, to all amounts we pay in the defense and investigation of any claim or "suit" to which this insurance applies;

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

**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", offense, claim, or "suit";

apply irrespective of the application of the deductible amount.

**D.** We, at our sole election and option, may either:

- 1. Pay any part of or all of the deductible amount to effect settlement of any claim or "suit" or payment of Supplementary Payments. Upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us; or
- 2. Simultaneously upon receipt of notice of any claim or "suit," or at any time thereafter, request you pay or deposit with us all or any part of the deductible amount, to be held and applied by us as herein provided.

**E.** The deductible may not be satisfied by payments made by any additional insured, any other insurance, or any other insurer, unless such payments are made under a policy written specifically to cover the deductible obligations under this policy.

**F.** Notwithstanding any other provision of this policy or any endorsements thereto, including the Separation of Insureds Condition, all Named Insureds are jointly and severally liable to us for payment of the full deductible amounts applicable to any and all claims and "occurrences" to which this policy may apply.

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



## **POLICYHOLDER NOTICE – CERTIFICATES OF INSURANCE**

The issuance of a certificate of insurance shall not amend, extend, or alter the coverage provided by this policy or change the person(s) or entity(ies) to whom such coverage is afforded under this policy. In no event shall a certificate of insurance include any change and/or modification of the policy terms or conditions or purport to add any named insured or any additional named insured unless such change, modification, or addition is added to the policy by an endorsement issued by the Company providing this insurance.

The Company will not be responsible for any liability resulting from the issuance of any certificate of insurance. In no event does anyone have the authority to issue a certificate of insurance which includes any addition(s) and/or modification(s) to the policy terms and conditions, including but not limited to, waivers of subrogation, additional insureds, or any special additional coverages unless expressly approved in writing by an endorsement issued by the Company. No one, other than this Company, can issue an endorsement or change the terms of the policy on behalf of the Company.

The Company will not review, accept, or retain copies of any certificates of insurance or additional insured endorsements prepared by anyone. A certificate of insurance is intended to be informational only and should not be relied upon to confer or alter coverage or used to request or evidence a change to the policy. The Company will not be responsible for any liability or claims of reliance resulting from the issuance of any unauthorized endorsement or certificate, or the issuance of an endorsement which has been authorized by the Company but where the authorized wording is amended or revised in any way. The Company providing this insurance does not approve or authorize any certificates that are prohibited by law or otherwise prepared in violation of an applicable insurance code or statute.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **AMENDMENT OF LIMITS OF INSURANCE FOR WRAP, PROJECT-SPECIFIC OR OWNER'S INTEREST POLICIES**

This endorsement modifies insurance provided under the following:

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

Under **SECTION III – LIMITS OF INSURANCE**, the final paragraph immediately following Paragraph 7. is deleted in its entirety and replaced with the following:

The General Aggregate Limit, the Products-Completed Operations Aggregate Limit and if applicable, the Total Policy Aggregate Limit of this Policy, shall apply to the entire:

1. Policy period; and
2. If applicable, any coverage extension period provided under this Policy.

As used in this endorsement, policy period means the policy period shown on the Declarations and includes any extension of such policy period by endorsement.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONSTRUCTION PROJECT ENDORSEMENT OWNER'S INTEREST – VERSION 9

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

Throughout this endorsement the word "Project" refers to a project shown and described in the **Project Schedule** at the end of this endorsement. The word "Contractor" refers to a contractor designated in the **Project Schedule** at the end of this endorsement and any subcontractor at any tier that performs work for such contractor.

#### A. SECTION I – COVERAGES is amended as follows:

1. Under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 1. Insuring Agreement**, Paragraph **b.**, Subparagraphs **b.(1)** and **b.(2)** are replaced with the following:
  - b.** This insurance applies to "bodily injury" and "property damage" only if:
    - (1) The "bodily injury" or "property damage" is caused by an "occurrence" arising out of construction operations performed:
      - (a) At the Project; and
      - (b) On your behalf by the Contractor, pursuant to a written contract between you and a contractor designated in the **Project Schedule** at the end of this endorsement provided such contract is signed by all parties and executed prior to any such "bodily injury" or "property damage";
    - (2) The "bodily injury" or "property damage" occurs during the policy period, or during the Coverage Extension Period as set forth under Paragraph **B.** of this endorsement; and
2. Under **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 1. Insuring Agreement**, Paragraph **b.** is replaced with the following:
  - b.** This insurance applies to "personal and advertising injury" caused by an offense, but only if the offense:
    - (1) Arises out of construction operations performed on your behalf by the Contractor, pursuant to a written contract between you and a contractor designated in the **Project Schedule** at the end of this endorsement provided such contract is signed by all parties and executed prior to such "personal and advertising injury";
    - (2) Was committed at or in relation to the Project; and
    - (3) Was committed in the "coverage territory" during the policy period.
3. Under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

  - (1) "Property damage" to:
    - (a) The Project or any part of the Project;
    - (b) Personal property located at the Project; or
    - (c) Any supplies, materials, or equipment used in connection with the Project;that occurs during the course of construction. The Project or any part of the Project will be deemed to be within the course of construction until the Project is "completed."
  - (2) "Bodily injury" or "property damage" arising out of construction operations performed by:
    - (a) You or your employees; or
    - (b) Any person or organization other than the Contractor.
4. Under **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions** is amended to include the following additional exclusion:

This insurance does not apply to:

Any "personal and advertising injury" arising out of construction operations performed by:

- (a) You or your employees; or
- (b) Any person or organization other than the Contractor.

5. **COVERAGE C MEDICAL PAYMENTS** does not apply under this policy and is deleted in its entirety.

**B. Conditional Coverage Extension Period**

1. This insurance applies to "bodily injury" or "property damage" included within the "products-completed operations hazard" caused by an "occurrence" that takes place after the end of the policy period shown in the Declarations if all of the following conditions are met:
  - a. There is a written contract between you and a contractor designated in the **Project Schedule** at the end of this endorsement that is signed by all parties and executed before the end of the policy period which requires such contractor to:
    - (1) purchase Commercial General Liability insurance for the Project, including contractual liability coverage, products-completed operations coverage, and primary and non-contributory additional insured coverage for you that includes products completed operations coverage, and to maintain such insurance throughout the length of any applicable statute of limitations, including statutes of repose; and
    - (2) hold you harmless and indemnify you, to the extent permitted by law, from any liability, costs or expenses, including for a defense of any claims, arising out of "bodily injury" or "property damage" caused, in whole or in part, by construction operations at the Project.
  - b. The Commercial General Liability insurance required pursuant to **B.1.a.(1)** is purchased and maintained by such contractor and provides coverage for such "bodily injury" or "property damage" at the time such "bodily injury" or "property damage" occurred.
2. Subject to **B.1.**; this Conditional Coverage Extension Period will end at the expiration of the statute of repose or statute of limitations, whichever is applicable, for any claim or "suit" for such "bodily injury" or "property damage" as provided by the controlling law of the jurisdiction where the Project is located.
3. The Limits of Insurance set forth in the Declarations continue to apply and are not separate or different from, increased with respect to, or reinstated for the Coverage Extension Period referred to in Subparagraph **B.1.** above.
4. The Coverage Extension Period set forth under Subparagraph **B.1.** above will not apply if the Project is not "completed" prior to the end of the policy period shown in the Declarations.
5. If this policy is cancelled for any reason prior to the end of the policy period shown in the Declarations, then the Coverage Extension Period described in Subparagraph **B.1.** will not apply.
6. We may cancel the insurance provided by the Coverage Extension Period described in Subparagraph **B.1.** after the end of the policy period shown in the Declarations by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation for:
  - a. Nonpayment of premium, including failure to pay additional premium due to us as determined by a premium audit, or for failure to comply with policy conditions, including examination of your books and records;
  - b. Failure to reimburse us for deductible payments when billed and due;
  - c. Material misrepresentation by you; or
  - d. Failure to comply with loss control recommendations.

**C. Under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

1. The following additional condition applies:

**Change of Contractor**

If a contractor designated in the **Project Schedule** at the end of this endorsement is changed during the policy period, coverage under this policy will not apply to any operations or work performed by or on behalf of the new or succeeding contractor unless you receive written permission from us for such change. If we agree to the change, we will issue a new Construction Project Endorsement designating the new or succeeding contractor in the **Project Schedule**.

2. Condition 4. **Other Insurance** is deleted and replaced with the following:

**Other Insurance**

This insurance is excess over any other valid and collectible insurance that applies to any claim or "suit" to which this insurance applies, including but not limited to any insurance written for the Contractor, whether such other insurance is written on a primary, excess, contingent or on any other basis (except if that other insurance is specifically written to apply excess of this insurance), and this insurance will not contribute with any other such insurance. We will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer had 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. Condition **9. When We Do Not Renew** is deleted and replaced with the following:

**Nonrenewable**

This policy is nonrenewable. We may, at our discretion, extend the policy period provided we receive a written request to extend the policy period.

**D. Under SECTION V – DEFINITIONS:**

1. Paragraph **a.** of definition **16.** "Products-completed operations hazard" is deleted and replaced with the following:

**16.** "Products-completed operations hazard":

- a.** Includes all "bodily injury" and "property damage" 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 to be done at the Project has been completed.
    - (b)** When all of the work to be done at an individual project shown in the **Project Schedule** has been completed if the **Project Schedule** shows more than one project.
    - (c)** When that part of the work done at the Project 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.

2. The following definition is added:

"Completed" means deemed completed as set forth under Subparagraph **a.(2)** of Definition **16.** "Products-completed operations hazard" (in Subparagraph **D.1.** above).

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

**Project Schedule**

## PREMIUM COMPUTATION AND MINIMUM PREMIUM ENDORSEMENT

THE FOLLOWING ADDITIONAL CONDITIONS SUPERSEDE ANY OTHER POLICY CONDITIONS TO THE CONTRARY.

- A. The Deposit Premium shown on the Declarations is subject to premium audit and adjustment. Any premium adjustments made during the "policy period" will be included in the Deposit Premium. This Policy is subject to minimum premiums in accordance with paragraphs B.1. and C.1.ii. of this endorsement.

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 years afterward.

- B. If the Policy is not cancelled we will audit the Policy and compute the total premium due to us at the close of the "policy period". Flat charges are not refundable and will not be included in Deposit Premium or the computed premium at audit. Notice of the computed premium will be sent to the first Named Insured.

1. The minimum premium due to us at audit is \_\_\_\_\_ % of the Deposit Premium. Flat charges are not refundable and apply in addition to the minimum premium due at audit.
2. If the Deposit Premium is greater than the computed premium at audit we will return the excess to the first Named Insured subject to the minimum premium in paragraph B.1. of this endorsement.
3. If the Deposit Premium is less than the computed premium at audit the first Named Insured will be billed for additional premium due.

- C. If the Policy is cancelled we will audit the Policy and compute the total premium due to us upon cancellation. Flat charges are not refundable and will not be included in Deposit Premium when calculating return premium. If the Deposit Premium is less than the computed premium at audit the first Named Insured will be billed for additional premium due. If the Deposit Premium is greater than the computed premium at audit, the return premium will be sent to the first Named Insured. Return premium will be computed as follows:

1. The Deposit Premium is fully earned by \_\_\_\_\_. There will be no return of premium if you cancel this Policy after that date. If you cancel the Policy prior to that date the return premium will be the lesser of:
  - i. Deposit Premium minus the computed total premium at audit.
  - ii. \_\_\_\_\_ % of the Deposit Premium.
  - iii. 90 % of Deposit Premium pro rated commensurate with the number of days in the "policy period".
2. If we cancel the Policy the return premium will be the lesser of:
  - i. Deposit Premium minus the computed total premium at audit.
  - ii. Deposit Premium pro rated commensurate with the number of days in the "policy period".
3. If the first Named Insured fails to remit premium payment when due, such failure shall be considered a request by the Named Insured to cancel this Policy and the return premium will be determined in accordance with paragraph C.1. of this endorsement.

- D. If, after three documented attempts, we are unable to examine your books and records to obtain the information required to complete the audit, the audit will be deemed unproductive and not in compliance with the Policy terms and conditions.

An Audit Premium endorsement will be issued as follows:

1. We will estimate your Exposure Amount for audit, compute the total premium due to us in accordance with B., issue an Audit Premium endorsement and bill the first Named insured for premium due.
2. You must remit payment for the full amount of any additional premium upon receipt.
3. If you dispute the estimated Exposure Amount for audit you must provide the information required to complete the audit to us within 30 days of receipt. Failure to do so shall be deemed as your agreement with the estimated Exposure Amount for audit.

If the insured requests documentation of the unproductive attempts to collect, the required audit information will be provided.

- E. For the purposes of this endorsement, "policy period" means the period of time from the Effective Date to the Expiration Date shown in the Declarations.

- F. The following definition(s) apply for the Exposure Basis designated in the Policy Declarations Extension:

**"Gross Sales or Receipts"** is defined as the gross amount charged by the Named Insured, concessionaires of the Named Insured, or by others trading under the Insured's name for:

1. All goods or products sold or distributed including intercompany sales in the coverage territory as defined in the Policy;

2. Operations performed during the "policy period";
3. Rentals during the "policy period"; and
4. Dues or fees during the "policy period".

Only the following items shall be deducted from gross sales or receipts:

1. Sales or excise taxes which are collected and remitted directly to a governmental division;
2. Credits for repossessed merchandise and products returned;
3. Finance charges for items sold on installment;
4. Freight charges on sales if freight is charged as a separate item on customer's invoice; and
5. Royalty income from patent rights or copyrights which are not product sales.

**"Construction Costs"** is defined as the total cost for all work performed during the "policy period" by you or for you by independent contractors and/or subcontractors at all levels, including:

1. The cost of all labor, materials, equipment and supplies furnished, used or delivered for use in the execution of such work, whether furnished by the owner, by the contractors, or by subcontractors at any level; and
2. General conditions, contingency fees, overhead and profit.

"Construction costs" does not include soft costs, including but not limited to the cost of land acquisition, financing (including lender's fees), insurance premiums, attorneys, environmental audits, architectural fees, engineering fees, design costs, permitting costs, consulting costs and other associated fees.

**"Payroll"** or **"Remuneration"** is defined as the sum of salaries, wages, tips, piece of work, commission, bonuses, "overtime", board and meals for work performed.

Overtime is defined as hours worked at increased rates of pay in excess of hours normally worked in a given day or week. If there is a guaranteed wage plan which assures employees a given wage for working a specific number of hours per week, then the "overtime" means only the hours worked in excess of that specific amount. If there are records available showing the wages paid for "overtime" separately, which exceed the amount that would have been paid for the same work during normal hours, then all such excess wages are excluded. If these records show only the total of wages paid, including "overtime" on a time and one-half basis, then one-third of those wages should be excluded. If double time is paid for "overtime" and the total pay for such "overtime" is recorded separately, one-half of the total pay for double time shall be excluded.

Excluded from "payroll" is "remuneration" paid to clerical office employees, including those whose duties are strictly limited to keeping the Insured's books or records, conducting correspondence, or engaged in clerical work in these areas. Anyone who does not work in the area separated physically by walled floors, or partitions from all other work areas of the Insured is not considered. An exception to this is if the "payroll" or clerical office employees are specifically included in a classification wording or footnote of the ISO general liability classification.

**"Subcontracted Costs"** is defined as the total costs of all work, all labor, materials and equipment furnished, used or delivered for use in the execution of work that has been contracted by the Insured to be performed by an independent party.

**"Units"** is defined as the number of persons or items described.

**"Rental Receipts"** is defined as the gross amount charged by the Named Insured, concessionaires of the Named Insured, or by others trading under the Insured's name for rental of equipment.

**"Admissions"** is defined as the total number of persons, other than employees of the Named Insured, admitted to an event or events conducted on the premises, whether on paid admission, tickets, complimentary tickets, or passes.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **EXCLUSION – RESIDENTIAL PROPERTY (INCLUDING APARTMENTS)**

This endorsement modifies insurance provided under the following:

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

- A. The following additional exclusion applies under paragraph 2. Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY and PRODUCTS/COMPLETED OPERATIONS BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

This insurance does not apply to “bodily injury,” “property damage” or “personal and advertising injury” that in any way, in whole or in part, arises out of, or relates to “residential property”. This exclusion includes, but is not limited to, any such injury or damage arising out of, relating to or resulting from the construction, development, maintenance, repair, renovation, ownership, occupation or use of “residential property.” This exclusion also applies to improvements to land including but not limited to grading, excavating, utilities, road paving, curbs, and sidewalks prior to, during, and after construction of the “residential property.” We will have no duty to defend any insured, including any additional insured, against any “suit” involving “residential property.” This exclusion also applies to any obligation to share damages with, repay, or indemnify someone else who must pay damages because of such “bodily injury,” “property damage” or “personal and advertising injury.”

- B. The following additional definition applies under SECTION V – DEFINITIONS:**

“Residential property” means any structure and associated real property where the structure or any portion of the structure is, or is intended to be, used for residential occupancy. “Residential property” includes, but is not limited to, detached single family houses, duplexes, zero lot line houses, townhouses, condominiums, apartments, cooperative apartments, time-shared properties, and the entirety of any mixed use structure where any portion of the structure is, or is intended to be, used for residential occupancy. Any structure or associated real property that becomes or is converted to “residential property” shall be deemed to be “residential property” as of the date of its original construction.

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **TOTAL CYBER INCIDENT AND PERSONAL (INCLUDING BIOMETRIC) DATA, AND TOTAL ONLINE TRACKING EXCLUSIONS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

- A.** The following exclusions are added and shall apply to all insuring agreements that are made part of this Policy:

This insurance does not apply to:

#### **1. Cyber Incident And Personal (Including Biometric) Data**

Damages caused directly or indirectly by, resulting from, or arising, in whole or in part, out of or in any way related to:

- a.** The loss of, loss of use of, alteration of, damage to, corruption of, access to, inability to access or reduction in functionality of "electronic data".
- b.** A cyber incident or event, including but not limited to any:
  - (1)** "Computer attack";
  - (2)** "Cyber extortion threat";
  - (3)** "Data compromise";
  - (4)** "Electronic media incident";
  - (5)** "Network security incident";
  - (6)** Social engineering, including but not limited to, any phishing, pretexting, spoofing or any other fraudulent, manipulative or deceptive communication or instruction; or
  - (7)** "Computer system" failure or defect.
- c.** Any, whether authorized, unauthorized, intentional or unintentional:
  - (1)** Access to;
  - (2)** Collection, retention, use, sharing, storage, transfer, processing, publication or disclosure of;
  - (3)** Theft, alteration or corruption of; or
  - (4)** Representations, statements or warranties regarding the security, privacy, or processing of; any person's "personal data" or any organization's confidential, intellectual or proprietary data, material or information, including but not limited to, patents, trade secrets, processing methods, customer lists, or any other type of private or nonpublic information or material.
- d.** Any act or omission that violates or is alleged to violate any federal, state, local, foreign or international law, statute, rule, bulletin, order, regulatory guidance, ordinance, or regulation governing the access, collection, retention, disclosure, printing, interception, disposal, recording, sale, storage, receiving, processing or protection of "personal data".
- e.** "Identity theft".

This exclusion shall replace any Electronic Data exclusion but shall not replace or amend any Recording And Distribution Of Material Or Information In Violation Of Law exclusion.

#### **2. Online Tracking**

Damages caused directly or indirectly by, resulting from, or arising, in whole or in part, out of or in any way related to "online tracking".

These exclusions also apply to damages claimed for legal fees or expenses, notification expenses, extortion expenses, credit or identity monitoring or repair expenses, data restoration expenses, forensic or IT expenses, public relations expenses, expenses applicable to the replacement or reissuance of payment cards, fines, penalties, loss of use of property that has not been physically damaged, or any other loss, cost or expense incurred by an insured or others arising out of what is excluded above.

**B. For the purposes of this endorsement only, the following definitions are added to the **Definitions** section:**

1. "Biometric identification" means any: fingerprint, voice recording, deoxyribonucleic acid (DNA), scan of the retina, iris, hand, or face, or any other physical, physiological, biological or behavioral characteristic of a person that can be used to identify a person.
2. "Biometric information" means any information, material or data, regardless of how it is captured, collected, converted, stored, shared or disclosed, that is derived from a person's "biometric identification".
3. "Computer attack" means one of the following involving a "computer system":
  - a. The gaining of access to a "computer system" by an unauthorized person(s) or by an authorized person(s) for unauthorized purposes;
  - b. An attack that damages a "computer system" or "electronic data" arising from a harmful code, including but not limited to viruses, worms, trojans, spyware and keyloggers;
  - c. A denial of service attack against a "computer system" that overwhelms or attempts to overwhelm the capacity of the target computer or network in order to deny or impede authorized users from gaining access to the "computer system"; or
  - d. A ransomware attack designed to deny a user or organization access to the "computer system", its "electronic data", or other files for ransom.
4. "Computer system" means any website, server, cloud storage device or service, or any computer's or any network of computers' hardware, firmware, software, or any other similar components and devices, including but not limited to, desktop PCs, laptops, mobile phones, tablets, onboard computers and any smart system or appliance.
5. "Cyber extortion threat" means a demand for "money", service or action made to an insured based on a threat, or series of related threats, to:
  - a. Launch a denial of service attack against a "computer system" that overwhelms or attempts to overwhelm the capacity of the target computer or network in order to deny or impede authorized users from gaining access to the "computer system";
  - b. Gain access to a "computer system" and/or use that access to steal, release or publish personal or business information or material;
  - c. Alter, damage or destroy "electronic data" or software while such "electronic data" or software is stored within a "computer system";
  - d. Launch a "computer attack" against a "computer system" in order to alter, damage or destroy, or deny access to "electronic data" or software while such "electronic data" or software is stored within a "computer system"; or
  - e. Cause an insured or a third party to transfer, pay or deliver any funds or property using a "computer system".
6. "Data compromise" means the loss of, loss of use of, damage to, corruption of, theft, unauthorized access to, release or publication of "electronic data" whether within a "computer system" or not.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from a "computer system".
8. "Electronic media incident" means an allegation that the display of information or material in electronic form by an insured or a third party on a website resulted in:
  - a. Infringement of another's copyright, title, slogan, trademark, trade name, trade dress, service mark or service name;
  - b. Defamation against a person or organization; or
  - c. A violation of a person's right of privacy, including false light and public disclosure of private facts.

9. "Identity theft" means the fraudulent use of "personal data". This includes fraudulently using such information or material to establish credit accounts, secure loans, enter into contracts or commit crimes.
10. "Money" means:
  - a. Currency, coins and bank notes having a face value;
  - b. Traveler's checks, register checks and money orders held for sale to the public; or
  - c. Any cryptocurrency.
11. "Network security incident" means any security failure or weakness with respect to a "computer system" that results in:
  - a. The propagation or forwarding of harmful code, including but not limited to viruses, worms, trojans, spyware and keyloggers;
  - b. The abetting of an attack against a "computer system" designed to overwhelm the capacity of the target computer or network; or
  - c. The loss, release, or disclosure of third party corporate data.
12. "Online tracking" means the use, implementation or application of any tracking pixel, web beacon, cookie, session relay script, fingerprinting script, tracking code, or other tool, device, software, program or application that redirects users or visitors or tracks, monitors, wiretaps, eavesdrops on, shares, collects, records, transmits, redirects or stores information, communications, materials, "personal data" and/or activities of users, visitors, or other individuals or entities through any online means.
13. "Personal data" means, in any format, information or material that describes, identifies, relates to, associates with, or can reasonably be linked to a particular person or household, including but not limited to:
  - a. "Biometric information";
  - b. Identifiers such as real or legal name, nickname, alias, username or any other online identity, unique personal identity, Internet Protocol (IP) address, email address, password, account name, social security number, driver's license or any other state identification number, passport number, telephone number, insurance policy number, bank account number, credit or debit card number, other financial information, medical history, medical condition, research or inquiry relating to a medical condition, health insurance information, or other similar identifiers;
  - c. Consumer information, including records of real and personal property, products or services purchased, obtained or considered, credit history, criminal history, transactions occurring over a peer-to-peer platform, or other consumer histories or tendencies;
  - d. Online, internet, or other electronic network activity information, including but not limited to, browsing or search history, and any information regarding a person's or household's interaction with an online website, application or advertisement;
  - e. Geographical data;
  - f. Audio, electronic, thermal, visual, olfactory or similar information;
  - g. Professional or employment-related information that is not public, including but not limited to, employment status, salary or wages, employment benefits, or employment history;
  - h. Educational information, meaning nonpublic personal identifiable information as described in the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. section 1232g; 34 CFR Part 99) including any amendments thereto;
  - i. Any identifier that may be set forth in any federal, state, local, foreign or international consumer protection or privacy statute or law, including but not limited to, the items described in Paragraphs **a.** through **h.** above; or
  - j. Inferences that may be derived from any of the items described in Paragraphs **a.** through **i.** above to develop a profile pertaining to a person or household reflecting such person's or household's preferences, income, assets, characteristics, psychological or medical trends, predispositions, behavior, attitudes, intelligence, abilities or aptitudes.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **EXCLUSION – HAZARDOUS MATERIALS (INCLUDING PERFLUOROALKYL OR POLYFLUOROALKYL SUBSTANCES (PFAS))**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

- A. The following is added to Paragraph 2. **Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** in the Commercial General Liability Coverage Part, **Section I – Bodily Injury And Property Damage Liability** in the Owners and Contractors Protective Liability Coverage Part and **Section I – Products/Completed Operations – Bodily Injury And Property Damage Liability** in the Products/Completed Operations Liability Coverage Part:

This insurance does not apply to:

#### **Hazardous Materials**

- (1) "Bodily injury" or "property damage" arising, in whole or in part, out of or in any way related to, the actual, alleged, threatened, or suspected application, discharge, ingestion, inhalation, dispersal, seepage, migration, release, escape, spill, leakage, handling, manufacture, installation, use, sale, removal, distribution, remediation, monitoring, testing, investigation, detoxification, consumption, dermal absorption, disposal, storage, existence or presence of, or exposure to, any "hazardous materials" at any time.
- (2) Any loss, cost or expense arising, in whole or in part, out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, abate or remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "hazardous materials"; or
  - (b) Claim or "suit" by or on behalf of any governmental authority, insured, or any other person or entity for damages because of testing for, monitoring, cleaning up, abating or removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "hazardous materials".
- (3) Any obligations to share damages with or indemnify another party whom must pay damages because of injury or damage relating to "hazardous materials".
- (4) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with paragraphs (1), (2), or (3) above.

This exclusion applies whether or not such "hazardous materials" have any function in your business or operations, or in the business or operations of those acting on your behalf, or with respect to your premises, site or location, and whether or not such "hazardous materials" are being used as directed or intended.

- B. The following is added to Paragraph 2. **Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability** in the Commercial General Liability Coverage Part:

This insurance does not apply to:

#### **Hazardous Materials**

- (1) "Personal and advertising injury" arising, in whole or in part, out of or in any way related to, the actual, alleged, threatened, or suspected application, discharge, ingestion, inhalation, dispersal, seepage, migration, release, escape, spill, leakage, handling, manufacture, installation, use, sale,

removal, distribution, remediation, monitoring, testing, investigation, detoxification, consumption, dermal absorption, disposal, storage, existence or presence of, "advertisement" of, or exposure to, any "hazardous materials" at any time.

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

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, abate or remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "hazardous materials"; or
- (b) Claim or "suit" by or on behalf of any governmental authority, insured, or any other person or entity for damages because of testing for, monitoring, cleaning up, abating or removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "hazardous materials".

(3) Any obligations to share damages with or indemnify another party whom must pay damages because of injury or damage relating to "hazardous materials".

(4) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with paragraphs (1), (2), or (3) above.

This exclusion applies whether or not such "hazardous materials" have any function in your business or operations, or in the business or operations of those acting on your behalf, or with respect to your premises, site or location, and whether or not such "hazardous materials" are being used as directed or intended.

### C. Additional Definitions

As used in this endorsement:

1. "Hazardous materials" means materials that are radioactive, corrosive, oxidizers, asphyxiates, biohazardous, toxic, pathogenic or allergenic substances or organisms, and includes, but is not limited to, lead, asbestos, silica, glyphosate, "perfluoroalkyl or polyfluoroalkyl substances" and materials or products containing them.
2. "Perfluoroalkyl or polyfluoroalkyl substances":
  - a. Means any:
    - (1) Chemical, material, compound or substance that consists of or contains one or more alkyl groups consisting of carbon (C) and hydrogen (H) atoms where the hydrogen (H) atoms have been replaced partially or in whole with fluorine (F) atoms, including but not limited to:
      - (a) Ammonium Perfluorooctanoate (APFO);
      - (b) Perfluorobutanoic acid (PFBA);
      - (c) Perfluorohexanoic acid (PFHxA);
      - (d) Perfluorheptanoic acid (PFHpA);
      - (e) Perfluorooctanoic acid (PFOA);
      - (f) Perfluorononanoic acid (PFNA);
      - (g) Perfluorodecanoic acid (PFDA);
      - (h) Perfluoroundecanoic acid (PFUnA);
      - (i) Perfluorododecanoic acid (PFDoDA);
      - (j) Perfluorobutane sulfonic acid (PFBS);
      - (k) Perfluorohexane sulfonic acid (PFHxS);
      - (l) Perfluorooctane sulfonic acid (PFOS);
      - (m) Perfluorooctane sulfonamide (FOSA);
      - (n) Perfluoroalkyl acid (PFAA);
      - (o) Perfluoropolyethers (PFPE);
      - (p) Fluorotelomer-based substances; or
      - (q) Side-chain fluorinated polymers; or

**(2)** Substance, material, chemical or compound that is identified or acknowledged by any local, federal, state, international or other governmental agency or authority, including but not limited to the United States Environmental Protection Agency (EPA), the Centers for Disease Control and Prevention (CDC), the Agency for Toxic Substances and Disease Registry (ATSDR), the National Institute for Health (NIH), or the International Agency for Research on Cancer (IARC) to:

**(a)** Contain "perfluoroalkyl or polyfluoroalkyl substances"; or

**(b)** Exhibit or demonstrate the same or similar harmful characteristics as "perfluoroalkyl or polyfluoroalkyl substances".

If a chemical, material, compound or substance described in Paragraphs **(1)(a)** through **(1)(q)** above has multiple applicable acronyms to it that are not shown or described above, the actual chemical, material, compound or substance name shall take precedence.

**b.** Includes any:

**(1)** Constituent, additive, degradation product, breakdown product, or by-products to or of any substance, material, chemical or compound set forth in Paragraphs **a.** above or **b.(2)** below, including but not limited to polymer, oligomer, monomer or nonpolymer chemicals or their homologues, isomers, telomers, salts, esters, alcohols, acids or precursor chemicals, compounds or derivatives; or

**(2)** Good or product, including but not limited to containers, materials, parts or equipment used or furnished in connection with such good or product, that consists of or contains any chemical, material, compound or substance described in Paragraphs **a.** and **b.(1)** above.

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

# COMMON POLICY CONDITIONS

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

## A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

## B. Changes

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

## 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 years afterward.

## D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or

- b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

## E. 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.

## F. 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.

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

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

**(Broad Form)**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

**1. The insurance does not apply:**

**A. Under any Liability Coverage, to "bodily injury" or "property damage":**

- (1)** 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, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** 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.

**B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.**

**C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:**

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

**2. As used in this endorsement:**

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

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



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

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

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

- (c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

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

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

**THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.**

## **DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT**

### **SCHEDULE**

<b>SCHEDULE – PART I</b>
<p>Terrorism Premium (Certified Acts)                      \$</p> <p>This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):</p>   <p>Additional information, if any, concerning the terrorism premium:</p>   
<b>SCHEDULE – PART II</b>
<p>Federal share of terrorism losses 80% Year: 2020-2027 (Refer to Paragraph B. in this endorsement.)</p>   
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

#### **A. Disclosure Of Premium**

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

#### **B. Disclosure Of Federal Participation In Payment Of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

#### **C. Cap On Insurer Participation In Payment Of Terrorism Losses**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

## Report a Claim

Delivering superior claims service means more than carrying out contractual responsibilities. It means providing the highest level of professionalism and fairness.

Crum & Forster offers four ways for you to report new losses:



**Phone:** **1-800-690-5520 (24/7)**

A Crum & Forster representative is ready to make immediate contact with you when a loss is an emergency.



**Fax:** **1-877-622-6218**



**Email:** **[crumandforsternol@cfins.com](mailto:crumandforsternol@cfins.com)**



Online: using our secure site [CFConnect.cfins.com](https://CFConnect.cfins.com) for policyholders and producers, if you already have an ID and Password issued by the Company. If you do not have an ID and Password, please contact us to request a password via email [CF.Webaccess@cfins.com](mailto:CF.Webaccess@cfins.com). To access online claim reports and loss runs, visit our secure site for registered policyholders and producers.

## EXCESS LIABILITY QUOTATION

To: Alexander Barnhart - R-T Specialty, LLC -  
Burbank

C&F Product Number: 9026989

**NAMED INSURED:** Carson Reclamation Authority

**COMPANY NAME:** Crum & Forster Specialty Insurance Company  
A.M. Best's Rating: A (Excellent) XV

**POLICY PERIOD:** 02/01/2025 – 02/01/2026

**COVERAGE FORM:**  
CFSIC EX 101.0.304 (08/22) Excess Liability Coverage Form

**LIMITS OF INSURANCE:**

Each Occurrence Limit	\$ 10,000,000
General Aggregate Limit	\$ 10,000,000
Products-Completed Operations Aggregate Limit	\$ 10,000,000

**ADDITIONAL TERMS:**

Premium Basis	Adjustable
Minimum Earned At Inception	25%
Minimum Earned At Audit	100%
Commission	20%
Inspection Fee	Not Applicable
Processing Fee	Not Applicable
Defense Costs	Outside Limits
Audit Period	Policy Term

**PREMIUM:**

Risk:	\$ 45,688
TRIA:	\$ 2,284
<b>Total:</b>	<b>\$ 47,972</b>

**RATE:**

Rate: \$1.062512 Per \$1,000 Of Construction Costs Based On Estimated Construction Costs Of \$43,000,000

## Notes



#### Subjectivities (due within 30 days of binding unless otherwise noted)

- Completed CFSIC TRIA Disclosure 2020 form signed and dated by the insured (Prior to Binding)
- Broker is responsible for all Surplus Lines filings and taxes, as well as providing a completed Surplus Lines form. (Prior to Binding)
- All subjectivities required on the underlying CFSIC primary quote/binder (Prior to Binding)
- Subject to review of terms and pricing excess of CFSIC layer (Prior to Binding)

#### Schedule of Underlying Insurance (coverage only applies in excess of those policies and limits scheduled below):

##### 1. Commercial General Liability (Primary – Controlling Underlying Insurance)

Insurance Co.:	Crum & Forster Specialty Insurance Co	\$ 1,000,000	Each Occurrence Limit
Policy Number:	TBD	\$ 1,000,000	Personal & Advertising Injury Limit
Policy Period:	02/01/2025 – 02/01/2026	\$ 2,000,000	General Aggregate Limit
Coverage:	Occurrence	\$ 2,000,000	Products-Completed Operations
Defense Costs:	Outside Limits		Aggregate Limit

#### Schedule of Forms and Endorsements

CS 07 001 01 21	Crum & Forster Specialty Insurance Company Signature Page
CFSIC OFAC (12/12)	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders
CFSIC EX 101.0.304 (08/22)	Excess Liability Coverage Form
SOP CF (07/16)	Service Of Process Clause
CFSIC COI (05/22)	Policyholder Notice - Certificates Of Insurance
CFSIC EX 2326 (03/15)	Exclusion - Automobile
CFSIC EX 2357 (03/15)	Amendment To Pollution Exclusion
CFSIC EX 2601 (04/15)	Exclusion Of Other Acts Of Terrorism Committed Outside The United States; Cap On Losses From Certified Acts Of Terrorism (PLEASE NOTE THAT THIS FORM WILL ONLY BE ATTACHED TO THE BINDER IF TRIA COVERAGE IS PURCHASED)(Retained Amount: \$ 1,000,000)
CFSIC EX 2706 (10/20)	Amendment - Follow Form Coverage Extension Period And Follow Form Aggregate Limits Of Insurance
CFSIC EX 2750 (04/21)	Premium Computation And Minimum Premium Endorsement ( Excess Follow Form Exposure Base )(Fully Earned By: Expiration Date; Rate: \$1.062512 Per \$1,000 Of Construction Costs Based On Estimated Construction Costs Of \$43,000,000)
CAD20120	Notice To California Insureds
IL 09 85 01/20	Disclosure Pursuant To Terrorism Risk Insurance Act (PLEASE NOTE THAT THIS FORM WILL ONLY BE ATTACHED TO THE BINDER IF TRIA COVERAGE IS PURCHASED)
CFSIC - Claim (08/18)	Claim Notification



## Disclaimers

THIS QUOTE IS VALID FOR THIRTY (30) DAYS OR UNTIL THE EFFECTIVE DATE, WHICHEVER OCCURS FIRST AND IS CONTINGENT UPON RECEIPT AND ACCEPTABLE REVIEW OF ANY ADDITIONAL INFORMATION THAT MAY HAVE BEEN REQUESTED UNDER THE "SUBJECTIVITIES" SECTION OF THIS PROPOSAL. ALL OTHER REQUESTED SPECIFICATIONS ARE REJECTED, EXCEPT AS SET FORTH IN THE POLICY. THIS QUOTE RELIES ON THE INFORMATION SUBMITTED BY THE APPLICANT. WE RESERVE THE RIGHT TO MODIFY THE QUOTE TERMS OR PREMIUM IF THE INFORMATION UPON WHICH THIS QUOTE IS BASED IS CHANGED OR IS INACCURATE. BY ACCEPTING THIS QUOTE, AND/OR THE BINDING OF THIS RISK, THE APPLICANT WARRANTS THAT THE INFORMATION IS TRUE AND COMPLETE AND THAT NO MATERIAL FACTS HAVE BEEN MISREPRESENTED, OMITTED OR SUPPRESSED.

The information contained in this Quote Proposal is confidential and may be privileged and protected from disclosure. If the reader of this Quote Proposal is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that it is strictly prohibited (a) to disseminate, distribute or copy this communication or any of the information contained in it, or (b) to take any action based on the information in it. If you have received this communication in error, please notify us immediately by replying to this message and deleting it from your computer.

This quote is conditioned upon the Insured's consent to receive electronic copies of policies, change endorsements, notices, and related materials (other than those that are subject to statuses or regulations specifically prescribing methods of delivery other than electronic delivery). By accepting this quote on behalf of the applicant/insured you acknowledge that you have received authority from the applicant/insured to accept this condition.

## POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

### TERRORISM RISK INSURANCE ACT

YOU ARE HEREBY NOTIFIED THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, YOU HAVE A RIGHT TO PURCHASE INSURANCE COVERAGE FOR LOSSES RESULTING FROM ACTS OF TERRORISM, AS DEFINED IN SECTION 102(1) OF THE ACT: THE TERM "ACT OF TERRORISM" MEANS ANY ACT THAT IS CERTIFIED BY THE SECRETARY OF THE TREASURY—IN CONSULTATION WITH THE SECRETARY OF HOMELAND SECURITY, AND THE ATTORNEY GENERAL OF THE UNITED STATES—TO BE AN ACT OF TERRORISM; TO BE A VIOLENT ACT OR AN ACT THAT IS DANGEROUS TO HUMAN LIFE, PROPERTY, OR INFRASTRUCTURE; TO HAVE RESULTED IN DAMAGE WITHIN THE UNITED STATES, OR OUTSIDE THE UNITED STATES IN THE CASE OF CERTAIN AIR CARRIERS OR VESSELS OR THE PREMISES OF A UNITED STATES MISSION; AND TO HAVE BEEN COMMITTED BY AN INDIVIDUAL OR INDIVIDUALS AS PART OF AN EFFORT TO COERCE THE CIVILIAN POPULATION OF THE UNITED STATES OR TO INFLUENCE THE POLICY OR AFFECT THE CONDUCT OF THE UNITED STATES GOVERNMENT BY COERCION.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT REIMBURSES 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANYONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

**IN ACCORDANCE WITH THE ACT, YOU MUST CHOOSE TO SELECT OR REJECT COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" BELOW:**

☐

I hereby elect to purchase certified acts of terrorism coverage for a premium of **\$ 2,284**.

☐

I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism coverage.

\_\_\_\_\_  
Policyholder/Applicant's Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Carson Reclamation Authority

\_\_\_\_\_  
Named Insured

\_\_\_\_\_  
701 East Carson Street  
Carson, CA

\_\_\_\_\_  
Insured's Mailing Address

\_\_\_\_\_  
9026989

\_\_\_\_\_  
Quote Number

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

(A Capital Stock Company)

SIGNATURE

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

Marc J. Adee  
Chairman and CEO

SIGNATURE

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

Michael P. McTigue  
Secretary



# U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency." OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons." This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



**CRUM & FORSTER®**  
A FAIRFAX COMPANY

## EXCESS 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 the “controlling underlying insurance”.

Other words and phrases that appear in quotation marks in this Policy have special meaning. Refer to **SECTION IV – DEFINITIONS**. Other words and phrases that are not defined under this Policy but defined in the “controlling underlying insurance” will have the meaning described in the applicable policy of “controlling underlying insurance”.

The insurance under this Policy will follow the same provisions, exclusions, conditions and limitations that are contained in the applicable “controlling underlying insurance”, unless otherwise directed by this Policy. To the extent such provisions differ or conflict, the provisions of this Policy will apply. However, the coverage under this Policy will not be broader than that provided by any applicable “underlying insurance”.

There may be more than one policy of “controlling underlying insurance” listed in the Schedule of Underlying Insurance, and there may be terms and provisions in those respective policies that are in conflict and which are not superseded by the provisions of this Policy. In such a case, the provisions, exclusions and limitations of the “controlling underlying insurance” applicable to the particular “event” for which a claim is made or “suit” is brought will apply.

### SECTION I – COVERAGES

#### 1. Insuring Agreement

- a. We will pay on behalf of the insured the “ultimate net loss” in excess of the “retained limit” because of “injury or damage” to which this insurance applies, provided that the “injury or damage” takes place during our “policy period”. With respect to any coverage provided by the “controlling underlying insurance” on a claims-made basis, we will pay on behalf of the insured the “ultimate net loss” in excess of the “retained limit” because of “injury or damage” to which this insurance applies, provided that the claim is first made against the insured during our “policy period”, during any automatic extended reporting period, or during any supplemental extended reporting period we provide by endorsement.
- b. We will have the right and duty to defend the insured against any “suit” seeking damages for such “injury or damage” when the “retained limit” has been paid in full. When we have no duty to defend, we will have the right to defend, or to associate in the defense of, the insured against any “suit” seeking damages for “injury or damage”. However, we will have no duty to defend the insured against any “suit” seeking damages for which insurance under this Policy does not apply.

At our discretion, we may investigate any “event” that may involve this insurance and settle any resultant claim or “suit”.

But:

- (1) The amount we will pay for “ultimate net loss” is limited as described in **SECTION II – LIMITS OF INSURANCE**; and

(2) Our right and duty to defend ends when we have paid the applicable Limits of Insurance under this Policy for “ultimate net loss” to which this Policy applies.

- c. We will not make any payment or assume the duty to defend the insured under this Policy unless and until the “retained limit” has been exhausted by the payment of “ultimate net loss”. This Policy does not provide coverage for any part of “ultimate net loss” within the “retained limit”.
- d. This insurance only applies to “injury or damage” that is subject to an applicable “retained limit”. If any other limit, such as a sublimit, is specified in the applicable “underlying insurance”, this insurance does not apply to “injury or damage” arising out of that exposure unless that limit is specified in the Schedule of Underlying Insurance of this Policy.
- e. Any person or entity qualifying as an additional insured under the “controlling underlying insurance” will be an additional insured under this Policy. If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the minimum amount of insurance required by the contract or agreement less any amounts payable by “underlying insurance”. Under no circumstances will we pay on behalf of the additional insured an amount exceeding the applicable Limits of Insurance available under this Policy.

Additional insured coverage, as provided by this Policy, will not be broader than the additional insured coverage provided by any applicable “underlying insurance”.

## 2. Exclusions

Insurance provided under this Policy does not apply to:

### a. Asbestos

“Injury or damage”, loss, cost or expense directly or indirectly caused by, resulting from, in consequence of, or in any way involving asbestos or any materials containing asbestos in whatever form or quantity.

This exclusion applies regardless of any other contributing or aggravating cause or “event” that contributes concurrently or in any sequence to the “injury or damage”, loss, cost or expense.

### b. Auto

“Injury or damage”, loss, cost or expense payable under or resulting from any of the following auto coverages:

- (1) First-party physical damage coverage;
- (2) No-fault coverage;
- (3) Personal injury protection or auto medical payments coverage; or
- (4) Uninsured or underinsured motorists’ coverage.

### c. Pollution

(1) “Injury or damage” which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release, or escape of “pollutants” at any time.

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, 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, neutralizing, or in any way responding to, or assessing the effects of “pollutants”.

This exclusion applies whether or not such “pollutants” have any function in the insured's business, operations, premises, site, or location.

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

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

**SECTION II – 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 number of vehicles involved;
  - c. Persons or organizations making claims or bringing "suits"; or
  - d. Limits available under any "underlying insurance".
2. The Limits of Insurance as shown in the Declarations will apply as follows:
  - a. This insurance only applies in excess of the "retained limit".
  - b. The Total Policy Aggregate Limit, if stated in the Declarations, is the most we will pay for the sum of all "ultimate net loss" for all "injury or damage" covered under this Policy other than any claims for damages arising out of the ownership, maintenance, or use of a covered auto. The Total Policy Aggregate Limit applies regardless of the sums indicated in the Declarations for any General Aggregate Limit or Products-Completed Operations Aggregate Limit, and applies collectively, rather than separately, to all locations or projects.
  - c. Subject to **2.b.** above, the General Aggregate Limit, if stated in the Declarations, is the most we will pay for the sum of all "ultimate net loss" for all "injury or damage" covered under this Policy other than any claims for damages falling within the products-completed operations hazard or arising out of the ownership, maintenance or use of a covered auto.

Subject to **2.b.** above, the Products-Completed Operations Aggregate Limit, if stated in the Declarations, is the most we will pay for the sum of all "ultimate net loss" for all "injury or damage" covered under this Policy and included within the products-completed operations hazard.

However, if any "underlying insurance" does not provide separate aggregate limits for "ultimate net loss" within the products-completed operations hazard, the General Aggregate set forth above is the most we will pay for the sum of all "ultimate net loss" for all "injury or damage" covered under this Policy, including "ultimate net loss" within the products-completed operations hazard. Under such circumstances, any limit appearing in the Declarations for a Products-Completed Operations Aggregate Limit is included within the General Aggregate Limit set forth in the Declarations.
  - d. Subject to Paragraphs **2.b.** and **2.c.** above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" covered under this Policy because of all "injury or damage" arising out of any one "event".
  - e. If the Limits of Insurance of any "underlying insurance" applicable to an "event" are reduced by defense expenses or supplementary payments by the terms of that policy, then any payments for defense expenses or supplementary payments we make will reduce the applicable Limits of Insurance in the same manner.
3. Except as set forth in the immediately following sentence, for the purpose of this insurance, only "injury or damage" to which this insurance applies, taking place during our "policy period" and not otherwise excluded under this Policy or any endorsements attached thereto, shall be considered in determining the exhaustion of the "retained limit" by the payment of "ultimate net loss". However, if this Policy or any of the "controlling underlying insurance" includes a retroactive date before our "policy period" whereby "injury or damage" that occurs before the Policy effective date is covered, then "injury or damage" taking place from the retroactive date to the end of our "policy period" shall be considered in determining the exhaustion of the "retained limit" by the payment of "ultimate net loss".

4. If this Policy and any other policy issued by us, or by any other affiliated insurance company within the Crum & Forster group of companies, applies to the same “event”, claim, or “suit” for which you are legally liable, then the maximum limit of insurance payable for all “injury or damage” covered under the policies will not exceed the highest applicable Each Occurrence Limit of insurance available under any one policy for the “event”, claim, or “suit”. However, this does not apply to any other insurance issued to you by us, or by any affiliated insurance company within the Crum & Forster group of companies, which is specifically written to be either “underlying insurance” or in excess of this Policy.

The General Aggregate Limit, the Products-Completed Operations Aggregate Limit, and the Total Policy Aggregate Limit of this Policy apply separately to each consecutive annual period of this Policy and to any remaining period of this Policy of less than 12 months, starting with the beginning of our “policy period”, unless our “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 III – CONDITIONS**

The following conditions apply:

#### **1. Appeals**

If any “underlying insurer” or insured elects not to appeal a judgment in excess of the amount of the “retained limit”, we may do so at our own expense. We also will pay for taxable court costs, pre and post judgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in **SECTION II – LIMITS OF INSURANCE**.

#### **2. Bankruptcy**

##### **a. Bankruptcy or Insolvency of Insured**

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

##### **b. Bankruptcy of Underlying Insurer**

Bankruptcy or insolvency of any “underlying insurer” will not relieve us of our obligations under this Policy. However, insurance provided under this Policy will not replace any “underlying insurance” in the event of bankruptcy or insolvency of any “underlying insurer” and in no circumstances will such bankruptcy or insolvency require this Policy to drop down and apply to any claim for “injury or damage” as if this Policy were “underlying insurance”. The insurance provided under this Policy will apply as if the “underlying insurance” were in full effect and recoverable.

#### **3. Cancellation**

- a. The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. Our “policy period” will end on that date.
- e. If this Policy is cancelled, subject to any audit, we will send the first Named Insured any premium refund due. If we cancel, any refund will be pro rata. If the first Named Insured cancels, any refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

#### **4. Changes**

This Policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured is authorized by all other insureds to make changes in the terms and conditions of this Policy, subject to our consent, provided, however, that this Policy's terms and conditions can be amended or waived only by written endorsement issued by us and made a part of this Policy.

#### **5. Duties in the Event of a Claim, Event, or Suit**

- a. You must see to it that we are notified as soon as practicable of an "event", regardless of the amount involved, which may result in a claim under this Policy. To the extent possible, notice should include:

- (1) How, when and where the "event" took place;
- (2) The names and addresses of any injured persons or property and witnesses; and
- (3) The nature and location of any "injury or damage" arising out of the "event".

- 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 insured involved 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.

#### **6. 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 our "policy period" and up to three years afterward.

#### **7. First Named Insured Duties**

The first Named Insured is the person or organization first named in the Declarations and is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other insureds for giving and receiving of notice of cancellation or the receipt of any return premium that may become payable.

The first Named Insured will furnish us, as soon as practicable, with complete copies of "underlying insurance" policies and any subsequently issued policies or endorsements, including, but not limited to any endorsements concerning the purchase by any insured of an extended reporting period, which may in any way affect the insurance provided under this Policy.

The first Named Insured must notify us in writing, as soon as practicable, if any "underlying insurance" is cancelled, non-renewed, replaced, rescinded, or otherwise terminated, or if the limits or scope of coverage of any "underlying insurance" is changed, or if an extended reporting period is purchased in connection with any "underlying insurance".

## **8. Legal Action Against Us**

No person or organization has a right under this Policy to join us as a party or otherwise bring us into a "suit" asking for damages from an insured or to sue us on this Policy unless all of its terms have been fully complied with. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured, but we will not be liable for damages that are not payable under the terms of this Policy or that are in excess of the applicable Limits of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, each applicable "underlying insurer" and the claimant or the claimant's legal representative.

## **9. Loss Payable**

Liability under this Policy does not apply to a given claim unless and until the insured or each applicable "underlying insurer" has paid the "retained limit", and the obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the insured, claimant, "underlying insurer" (or a representative of one or more of these) and us.

## **10. Maintenance of/Changes to Underlying Insurance**

The aggregate limits of "underlying insurance", where applicable, shall be unimpaired at the beginning of our "policy period". All "underlying insurance" must be maintained in full effect during our "policy period", without change of coverage or reduction of limits except for the reduction of aggregate limits in accordance with the provisions of such "underlying insurance" that results from payment of "ultimate net loss" to which this insurance applies. Such exhaustion or reduction of limits is not a failure to maintain "underlying insurance".

However, the failure to maintain "underlying insurance" shall include, but not be limited to, the failure to procure the insurance shown in the Schedule of Underlying Insurance, in addition to any cancellation, non-renewal, replacement, termination, or rescission of such "underlying insurance", or change in the scope or limits of such "underlying insurance".

Failure to maintain "underlying insurance" will not invalidate insurance provided under this Policy; however, we will not make any payment under this Policy nor assume the duty to defend the insured unless and until the "retained limit" has been exhausted by the payment of "ultimate net loss".

## **11. Other Insurance**

- a. If other insurance that is not "underlying insurance" applies to any claim or "suit" that is also covered under this Policy, then this Policy shall apply in excess of and shall not contribute with such other insurance.
- b. When an additional insured under this Policy is also an additional insured under all "underlying insurance" applicable to an "event", and where such additional insured requires in a written contract with you that this insurance be non-contributory with respect to any insurance where such additional insured is a named insured, then we shall not seek contribution from other insurers that provide coverage to such additional insured as a named insured for "ultimate net loss" sustained by such additional insured and otherwise covered under this Policy after the "retained limit" has been exhausted by the payment of "ultimate net loss". If an additional insured under this Policy has coverage under any other policy(ies) as an additional insured, this Policy shall apply in excess of and shall not contribute with such other insurance.

The provisions of this Other Insurance condition will not apply if such other insurance is specifically written to be excess of this Policy. If no other insurer defends, we may undertake to do so in accordance with the defense provisions set forth elsewhere in this Policy, but we will be entitled to the insured's rights against all those other insurers.

## **12. Premium**

The premium, as stated in the Declarations of this Policy, is a flat premium, unless there is a rate per an exposure base shown on this Policy, and an endorsement stating such is attached to this Policy. In that case, the premium is subject to adjustment in accordance with the terms of that endorsement.

The premium, as stated in the Declarations of this Policy, may be adjusted if an additional premium charge is made to any "underlying insurance" or if there is an increase in the risk assumed by us during our "policy period".

### 13. Transfer of Defense

#### a. Defense Transferred to Us

When the “retained limit” has been paid in full, we will cooperate in the transfer of control to us of any outstanding claims or “suits” seeking damages to which this insurance applies and which would have been covered by the “underlying insurance” had the applicable “retained limit” not been exhausted.

Where the settlement of any “suit” defended by any “underlying insurer” results, or will result, in the exhaustion of the “retained limit” and also will require the payment of a portion of the Limits of Insurance under this Policy in order to effectuate the settlement, we will have the right, but not the duty, to assume the transfer of the defense of the insured with respect to that “suit”, but we will be under no obligation to have the defense transferred to us unless and until the “retained limit” has been paid in full.

Where the satisfaction of any judgment entered against the insured in a “suit” defended by any “underlying insurer” results, or will result, in the exhaustion of the “retained limit” and also will require the payment of a portion of the Limits of Insurance under this Policy in order to effectuate the satisfaction of that judgment, we will have the right, but not the duty, to defend the insured with respect to that “suit”, but we will be under no obligation to have the defense transferred to us.

#### b. Defense Transferred by Us

When the Limits of Insurance have been exhausted, our duty to provide a defense will cease. We will cooperate in the transfer of control of defense to any insurer specifically written as excess over this Policy of any outstanding claims or “suits” seeking damages to which this insurance applies and which would have been covered had the applicable Limits of Insurance not been exhausted.

In the event that there is no insurance written as excess over this Policy, we will cooperate in the transfer of control to the insured and its designated representative.

### 14. 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 Policy, 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.

If the insured and all applicable insurers providing “underlying insurance”, prior to the time of an “event”, waive in writing any rights of recovery against a specific person or organization for any payment of “ultimate net loss”, we also will waive any rights of recovery we may have against such person or organization to the same extent waived by the insured and all applicable insurers providing “underlying insurance”.

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

## SECTION IV – DEFINITIONS

As used in this Policy:

1. **“Controlling underlying insurance”** means any policy of insurance listed in the Schedule of Underlying Insurance and identified as “controlling underlying insurance”.
2. **“Event”** means an occurrence, offense, accident, act, failure to act, or other circumstance to which the applicable “controlling underlying insurance” applies.
3. **“Injury or damage”** means any injury or damage covered in the applicable “controlling underlying insurance” arising from an “event”.
4. **“Policy period”** means the period of time shown in Item 2. of the Declarations.
5. **“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.



6. **“Retained limit”** means the sum of all applicable limits of “underlying insurance” and any other insurance or self-insurance applicable to the claim or “suit”, except insurance specifically written to apply in excess of this Policy.
7. **“Suit”** means a civil proceeding in which damages because of “injury or damage” 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 or each applicable “underlying insurer's” consent.
8. **“Ultimate net loss”** means the total sum, after reduction for recoveries or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of:
  - a. Settlements, judgments, binding arbitration; or
  - b. Other binding alternate dispute resolution proceeding entered into with our consent.

“Ultimate net loss” includes defense expenses or supplementary payments if the “controlling underlying insurance” specifies that limits are reduced by defense expenses or supplementary payments.
9. **“Underlying insurance”** means any policy of insurance (including any renewal or replacement of such policy) provided by any “underlying insurer”.
10. **“Underlying insurer”** means any insurer that provides a policy of insurance listed in the Schedule of Underlying Insurance and any insurer scheduled as an underlying insurer on any policy of insurance listed in the Schedule of Underlying Insurance.

## **SERVICE OF PROCESS CLAUSE**

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

Name: Marc Adee, President  
Name of Company or Firm: Crum & Forster Specialty Insurance Company  
Mailing Address: 305 Madison Avenue  
Morristown, NJ 07960

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

All other terms and conditions of the policy remain unchanged.

## **POLICYHOLDER NOTICE – CERTIFICATES OF INSURANCE**

The issuance of a certificate of insurance shall not amend, extend, or alter the coverage provided by this policy or change the person(s) or entity(ies) to whom such coverage is afforded under this policy. In no event shall a certificate of insurance include any change and/or modification of the policy terms or conditions or purport to add any named insured or any additional named insured unless such change, modification, or addition is added to the policy by an endorsement issued by the Company providing this insurance.

The Company will not be responsible for any liability resulting from the issuance of any certificate of insurance. In no event does anyone have the authority to issue a certificate of insurance which includes any addition(s) and/or modification(s) to the policy terms and conditions, including but not limited to, waivers of subrogation, additional insureds, or any special additional coverages unless expressly approved in writing by an endorsement issued by the Company. No one, other than this Company, can issue an endorsement or change the terms of the policy on behalf of the Company.

The Company will not review, accept, or retain copies of any certificates of insurance or additional insured endorsements prepared by anyone. A certificate of insurance is intended to be informational only and should not be relied upon to confer or alter coverage or used to request or evidence a change to the policy. The Company will not be responsible for any liability or claims of reliance resulting from the issuance of any unauthorized endorsement or certificate, or the issuance of an endorsement which has been authorized by the Company but where the authorized wording is amended or revised in any way. The Company providing this insurance does not approve or authorize any certificates that are prohibited by law or otherwise prepared in violation of an applicable insurance code or statute.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – AUTOMOBILE

This endorsement modifies insurance provided under the following:

### EXCESS LIABILITY COVERAGE FORM

**SECTION I – COVERAGES, 2. Exclusions, b. Auto** is deleted and replaced with the following:

**b. Auto**

"Injury or damage" cost or expense payable arising out of or in any way related to the ownership, maintenance, operation, use, "loading or unloading" of any "auto."

This exclusion includes but is not limited to the following "auto" coverages:

- (1) First-party physical damage coverage;
- (2) Auto Liability coverage;
- (3) "Hired auto" and "non-owned auto" coverage;
- (4) No-fault coverage;
- (5) Personal injury protection or auto medical payments coverage; or
- (6) Uninsured or underinsured motorist's coverage.

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 "event" which caused the "injury or damage" involved any one of the above referenced "auto" coverages.

**SECTION IV – DEFINITIONS** is amended and the following added:

"**Auto**" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or 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 as defined in any "controlling underlying insurance."

"**Loading or unloading**" means the handling of property, after it is moved from the place where it is accepted for movement into or onto an "auto"; while it is in or on an "auto"; or while it is being moved from an "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 "auto."

"**Hired auto**" means any "auto" you lease, hire, rent or borrow from any person that is used in connection with your business or your personal affairs.

"**Non-owned auto**" means any "auto" you do not own, lease, hire, rent or borrow that is used in connection with your business or your personal affairs.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **AMENDMENT TO POLLUTION EXCLUSION**

This endorsement modifies insurance provided under the following:

### **EXCESS LIABILITY COVERAGE FORM**

**SECTION I – COVERAGES, 2. Exclusions, c. Pollution** is deleted in its entirety and our policy is follow form “controlling underlying insurance” with respect to pollution coverages, limitations and exclusions.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

### **EXCESS LIABILITY COVERAGE FORM**

With respect to any one or more "certified act of terrorism," we will not pay any amounts for which we are not responsible under the terms of the Terrorism Risk Insurance Program Act, as amended in 2015, or any subsequent acts of Congress pursuant to these acts, due to the application of any clause which results in a cap on our liability for payments for "certified act of terrorism" losses.

Any endorsement addressing acts of terrorism (however defined) in any "controlling underlying insurance" does not apply to this excess insurance. The following provisions addressing acts of terrorism apply with respect to this excess insurance:

Coverage provided by this Policy for "Ultimate Net Loss" arising out of a "certified act of terrorism" applies in excess of the Certified Acts of Terrorism Retained Amount described below.

### **SCHEDULE**

<b>Certified Acts of Terrorism Retained Amount</b>	<b>\$</b>
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**SECTION II – LIMITS OF INSURANCE** is amended to include the following:

The Certified Acts of Terrorism Retained Amount refers to the amount stated in the Schedule of this endorsement. This amount may consist of a self-insured retention, "Underlying Insurance" or a combination thereof.

The Certified Acts of Terrorism Retained Amount applies:

1. Only to "Ultimate Net Loss" arising out of a "certified act of terrorism" covered under this Policy; and
2. Separately to each "certified act of terrorism."

We will pay those sums covered under this Policy only after your Certified Acts of Terrorism Retained Amount has been exhausted by means of payments for judgments or settlements. Defense expenses shall not erode the Certified Acts of Terrorism Retained Amount.

**SECTION I – COVERAGES 2. Exclusions** is amended and the following added:

This insurance does not apply to:

### **TERRORISM**

"Injury or damage" arising, directly or indirectly, out of an "other act of terrorism" that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the coverage territory. However, this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000 (valued in US dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - a. Physical injury that involves a substantial risk of death; or
  - b. Protracted and obvious physical disfigurement; or
  - c. Protracted loss of or impairment of the function of a bodily member or organ; or

3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

**SECTION IV – DEFINITIONS** is amended and the following added:

**"Certified act of terrorism"** means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
- b. The act resulted in damage:
  - (1) Within the United States (including its territories and possessions and Puerto Rico); or
  - (2) Outside of the United States in the case of:
    - (a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
    - (b) The premises of any United States mission; and
- c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the Policy or affect the conduct of the United States Government by coercion.

**"Other act of terrorism"** means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the Policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism."

Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for "injury or damage" that is otherwise excluded under this Coverage Part.

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **AMENDMENT – FOLLOW FORM COVERAGE EXTENSION PERIOD AND FOLLOW FORM AGGREGATE LIMITS OF INSURANCE**

This endorsement modifies insurance provided under the following:

### **EXCESS LIABILITY COVERAGE FORM**

- A.** To the extent that all “underlying insurance” does likewise, this insurance is extended for an additional period of time with respect to liability for “bodily injury” or “property damage”:

1. included in the products-completed operations hazard; or
2. arising out of repair work.

This extended additional period of time shall be referred to as the Coverage Extension Period and will follow the terms, limitations, exclusions and conditions set forth under the applicable coverage extension period provisions of the “controlling underlying insurance”, whether identified as such or by some other title, unless otherwise directed by this Policy.

- B.** If this Policy is cancelled for any reason prior to the end of the “policy period”, then the Coverage Extension Period provided herein will not apply. We may cancel the insurance provided by the Coverage Extension Period for:

1. Nonpayment of premium, including failure to pay additional premium due to us as determined by a premium audit, or failure to comply with policy conditions, including examination of your books and records;
2. Material misrepresentation by you;
3. Failure to comply with loss control recommendations; or
4. Any other reason stated in the “controlling underlying insurance” with respect to cancellation of its applicable coverage extension period, whether identified as such or by some other title.

- C.** The definitions of “bodily injury” and “property damage” used in this endorsement shall have the same meaning as the definitions of “bodily injury” and “property damage” of the “controlling underlying insurance”.

- D.** The insurance provided under the Coverage Extension Period shall be no broader than the insurance provided under the “controlling underlying insurance” or any other “underlying insurance”.

- E. SECTION II – LIMITS OF INSURANCE** paragraph 2.c. is deleted in its entirety and replaced with the following:

- c. Subject to paragraph 2.b. above, the General Aggregate Limit of Insurance of this Policy follows the terms and conditions of the general aggregate limit provided by the “controlling underlying insurance”. Subject to paragraph 2.b. above, the Products-Completed Operations Aggregate Limit of Insurance of this Policy follows the terms and conditions of the products-completed operations aggregate limit provided by the “controlling underlying insurance” including with respect to any coverage extension period of the “controlling underlying insurance”, whether identified as such or by some other title.

- F. SECTION II – LIMITS OF INSURANCE**, the last paragraph immediately following subparagraph 4. is deleted in its entirety.

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **PREMIUM COMPUTATION AND MINIMUM PREMIUM ENDORSEMENT (EXCESS FOLLOW FORM EXPOSURE BASE)**

**THE FOLLOWING ADDITIONAL CONDITIONS SUPERSEDE ANY OTHER POLICY CONDITIONS TO THE CONTRARY.**

- A.** The Deposit Premium shown on the Declarations is subject to premium audit and adjustment. Any premium adjustments made during the "policy period" will be included in the Deposit Premium. This policy is subject to minimum premiums in accordance with paragraphs C.1. and D.1.ii. of this endorsement.

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 years afterward.

- B.** The rate that will be applied at audit is \$\_\_\_\_\_ per \_\_\_\_\_.

The estimated Exposure Amount is \$\_\_\_\_\_.

- C.** If the Policy is not cancelled we will audit the Policy and compute the total premium due to us at the close of the "policy period". Flat charges are not refundable and will not be included in Deposit Premium or the computed premium at audit. Notice of the computed premium will be sent to the first Named Insured.

1. The minimum premium due to us at audit is \_\_\_\_\_ % of the Deposit Premium. Flat charges are not refundable and apply in addition to the minimum premium due at audit.
2. If the Deposit Premium is greater than the computed premium at audit we will return the excess to the first Named Insured subject to the minimum premium in C.1. of this endorsement.
3. If the Deposit Premium is less than the computed premium at audit the first Named Insured will be billed for additional premium due.

- D.** If the Policy is cancelled we will audit the Policy and compute the total premium due to us upon cancellation. Flat charges are not refundable and will not be included in Deposit Premium when calculating return premium. If the Deposit Premium is less than the computed premium at audit the first Named Insured will be billed for additional premium due. If the Deposit Premium is greater than the computed premium at audit, the return premium will be sent to the first Named Insured. Return premium will be computed as follows:

1. The Deposit Premium is fully earned by \_\_\_\_\_. There will be no return of premium if you cancel this Policy after that date. If you cancel the Policy prior to that date the return premium will be the lesser of:
  - i. Deposit Premium minus the computed total premium at audit.
  - ii. \_\_\_\_\_ % of the Deposit Premium.
  - iii. 90 % of Deposit Premium pro rated commensurate with the number of days in the "policy period".
2. If we cancel the Policy the return premium will be the lesser of:
  - i. Deposit Premium minus the computed total premium at audit.
  - ii. Deposit Premium pro rated commensurate with the number of days in the "policy period".
3. If the first Named Insured fails to remit premium payment when due, such failure shall be considered a request by the first Named Insured to cancel this Policy and the return premium will be determined in accordance with D.1. of this endorsement.

- E.** If, after three documented attempts, we are unable to examine your books and records to obtain the information required to complete the audit, the audit will be deemed unproductive and not in compliance with the Policy terms and conditions.

An Audit Premium endorsement will be issued as follows:

1. We will estimate your Exposure Amount for audit, compute the total premium due to us in accordance with paragraph C. of this endorsement, issue an Audit Premium endorsement and bill the first Named insured for premium due.
2. You must remit payment for the full amount of any additional premium upon receipt.

3. If you dispute the estimated Exposure Amount for audit you must provide the information required to complete the audit to us within 30 days of receipt. Failure to do so shall be deemed as your agreement with the estimated Exposure Amount for audit.

If the first Named Insured requests documentation of the unproductive attempts to collect, the required audit information will be provided.

- F. For the purposes of this endorsement "policy period" means the period of time shown in Item 2. of the Declarations.
- G. Our Policy is follow form "controlling underlying insurance" with respect to the definition(s) that applies for the Exposure Base designated in paragraph B. above.

## **IMPORTANT NOTICE:**

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

**the NAIC's International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or "surplus line" broker to obtain more information about that insurer.**

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

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

**THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.**

## **DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT**

### **SCHEDULE**

<b>SCHEDULE – PART I</b>
<p>Terrorism Premium (Certified Acts)                      \$</p> <p>This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):</p>   <p>Additional information, if any, concerning the terrorism premium:</p>   
<b>SCHEDULE – PART II</b>
<p>Federal share of terrorism losses 80% Year: 2020-2027 (Refer to Paragraph B. in this endorsement.)</p>   
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

#### **A. Disclosure Of Premium**

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

#### **B. Disclosure Of Federal Participation In Payment Of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

#### **C. Cap On Insurer Participation In Payment Of Terrorism Losses**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

## Report a Claim

Delivering superior claims service means more than carrying out contractual responsibilities. It means providing the highest level of professionalism and fairness.

Crum & Forster offers four ways for you to report new losses:



**Phone:**                    **1-800-690-5520 (24/7)**

A Crum & Forster representative is ready to make immediate contact with you when a loss is an emergency.



**Fax:**                        **1-877-622-6218**



**Email:**                    **[crumandforsternol@cfins.com](mailto:crumandforsternol@cfins.com)**



Online: using our secure site [CFConnect.cfins.com](https://CFConnect.cfins.com) for policyholders and producers, if you already have an ID and Password issued by the Company. If you do not have an ID and Password, please contact us to request a password via email [CF.Webaccess@cfins.com](mailto:CF.Webaccess@cfins.com). To access online claim reports and loss runs, visit our secure site for registered policyholders and producers.



## QUOTATION

**Date:** January 30, 2025

**Submission Number:** ver-oi-2\_3qsc7FeTM  
**Quote Version:** v1

**Producer Information:**

RT Specialty  
3000 Bayport Drive,  
Tampa, FL 33607

**Attn:** Alex Barnhart

**Email:** alexander.barnhart@rtspecialty.com

**Submitted Risk Information:**

RE SOLUTIONS, LLC  
1525 North Raleigh Street, Suite 240  
Denver, CO 80204

We are pleased to offer this quote based on the information submitted. This quote does not necessarily provide the terms and conditions requested in your submission application. This quote is offered in reliance on the information submitted to us by the applicant. All forms are available for your review.

**COMPANY:** Berkley Assurance Company A+ XV (Non-Admitted)

**Commission:** 20%

**Policy Term:** February 01, 2025 to February 01, 2027

**Total Premium:** \$63,430

**Terrorism Additional Premium:** \$3,172

**Deposit Premium:** \$66,602

**Minimum Earned Premium:** 25% of Total Premium (Subject to VUM 99 48)

**Total:** \$66,602

*\* Terrorism Coverage has been accepted by the Insured*

Commercial General Liability Occurrence

DESCRIPTION OF PROJECT:

Project Inception Date:	February 01, 2025	Project Completion Date:	February 01, 2027
Project Description:	A \$43,634,860 Commercial General Space, Site Work Construction Project at 20400 Main Street, Carson, CA 90745 involving Public Roads / Streets Work.		
Designated Contractor:	Snyder Langston.		
Designated Contractor GL & Excess Limits:	\$11,000,000 Each Occurrence		

Limits of Insurance:

General Aggregate Limit (Other than Products & Completed Operations)	\$11,000,000
Products & Completed Operations Aggregate Limit	\$11,000,000
Each Occurrence Limit	\$10,000,000
Personal & Advertising Limit	\$10,000,000
Damage to Premises Rented to You Limit	\$100,000
Medical Expense Limit	Excluded

Deductible:

\$2,500	BI and/or PD Combined Per Occurrence Includes ALAE & Defense Costs
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Exposure	Rate	Premium Basis	Premium
\$43,634,860	1.45	Cost per 1,000	\$63,430
<b>Comment:</b> Rate and premium shown is inclusive of Optional Coverages noted in the separate table below.			

Selected Ancillary Coverages	Premium (Included In Rate & Premium Above)
Extended Products and Completed Operations	\$8,063
Subsidence	\$1,075
Pollution	\$538

It is hereby understood that coverage is subject to all direct hired contractors meeting the conditions of coverage outlined in form VCAS 20 14 OI. Removal of these conditions is available with additional pricing, terms and conditions and designated contractor review. Minimum Limits Required By Directly Hired Contractors Include:

- Each Occurrence – \$11,000,000
- General Aggregate – \$11,000,000
- Products/Completed Operations Aggregate – \$11,000,000

## FORMS AND ENDORSEMENTS:

**NOTE: Please read the policy forms and coverage terms carefully. The coverage parts bound may not be on Insurance Services Offices (ISO) forms. In addition, the forms may contain claims-made sections.**

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VUM 10 03 07 23	Privacy Notice
VUM 99 22 11 10	Policyholder Notice - Colorado
VUM 99 29 11 16	Policyholder Notice - Claims Reporting Instructions
IL P 001 01 04	US Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders
SC-CGL (10-17)	Policy Declarations Page
SC-FORMS (10-17)	Schedule of Forms and Endorsements
IL 00 17 11 98	Common Policy Conditions
CG 00 01 04 13	Commercial General Liability Coverage Form
CG 20 10 12 19	Additional Insured - Owners, Lessees Or Contractors – Scheduled Person or Organization
CG 20 18 12 19	Additional Insured - Mortgagee, Assignee or Receiver
CG 20 37 12 19	Additional Insured - Owners, Lessees Or Contractors – Completed Operations
CG 21 09 06 15	Exclusion - Unmanned Aircraft
CG 21 35 10 01	Exclusion - Coverage C - Medical Payments
CG 21 44 04 17	Limitation Of Coverage To Designated Premises, Project Or Operation
CG 21 47 12 07	Employment-Related Practices Exclusion
CG 21 53 01 96	Exclusion - Designated Ongoing Operations
CG 21 55 09 99	Total Pollution Exclusion With A Hostile Fire Exception
CG 21 71 01 15	Cap on Losses From Certified Acts of Terrorism
CG 21 96 03 05	Silica or Silica-Related Dust Exclusion
CG 24 01 12 04	Non-Binding Arbitration
CG 24 26 04 13	Amendment of Insured Contract Definition
IL 00 21 10 15	Nuclear Energy Liability Exclusion Endorsement
VCAS 10 34 06 24	Exclusion - USL&H, Jones Act or Other Maritime Laws
VCAS 10 39 06 24	Exclusion - Professional Services
VCAS 10 57 02 21	Exclusion - Cyber Injury
VCAS 10 79 07 20	Exclusion - Exterior Insulation and Finish Systems & Stucco Systems

VCAS 11 04 06 24	Exclusion - Bacteria, Mold, Mildew, Mycotoxins, Fungi or Pathogens
VCAS 20 14 01 09 22	Designated Contractor Warranty
VCAS 20 20 06 21	Deductible Liability Insurance
VCAS 20 34 05 21	Exclusion - Work Prior To A Specified Date
VCAS 20 37 11 17	Exclusion - Imported Building Materials
VCAS 20 39 08 22	Open Roof Limitation
VCAS 20 48 CO 06 24	Exclusion - Continuing Damages - Colorado
VCAS 20 64 01 21	Exclusion - Injury To Temporary, Casual Or Volunteer Workers
VCAS 20 94 07 24	Exclusion - Snow Removal and Ice Removal
VCAS 20 99 08 20	Exclusion - Wildfire
VCAS 21 08 02 21	Aggregate Limit Endorsement - Per Policy Period
VCAS 21 11 04 21	Exclusion - Designated Ongoing Operations And Products-Completed Operations Hazard
VCAS 21 19 02 23	Exclusion - Limited Demolition
VCAS 21 25 02 23	Exclusion - Height Restriction
VCAS 21 26 03 23	Exclusion - Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS)
VCAS 21 29 09 23	Exclusion - Biometric Information
VCAS 99 56 05 23	Extended Products-Completed Operations Hazard
VCAS 99 64 04 21	Composite Rate Endorsement
VCAS 99 88 09 20	Exclusion - Cross Suits
VCAS 99 89 05 21	Premium Audit Condition
VUM 99 44 04 21	Cancellation
VUM 99 48 04 21	Minimum Earned Premium
VUM 99 49 05 21	Anti-Stacking Endorsement
VUM 99 50 04 22	Exclusion - Asbestos
VUM 99 60 04 22	Exclusion - Lead
VUM SOS CO 08 22	Service of Suit - Colorado

**SUBJECTIVITIES:** This quotation is subject to the following conditions. If any conditions are not met, this quote and any binder or policy issued pursuant to it are invalid, and we reserve the right to withdraw, rescind or to revise our price and terms for this insurance. Failure to comply with these conditions may result in any policy bound or issued being canceled. Receipt, review and acceptance of the following must be received within 30 days of binding unless otherwise specified:

- Completed Surplus Lines Tax Filing Form - Required Within 30 Days of Binding
- Policyholder Disclosure Notice of Terrorism Insurance Coverage that has been Signed and Dated with Election Box Marked - Required Upon Binding
- Receipt, Review and Acceptance of a Fully Executed Agreement between the Insured/Owner and the General Contractor that Confirms the GC is Required to Hold Harmless and Indemnify the Insured and Name Them as Additional Insured - Required Within 60 Days of Binding
- Receipt, Review and Acceptance of a Copy of General Contractor's Primary CGL & Excess Declarations Pages and Schedule of Forms - Required Within 60 Days of Binding
- Project Specification Sheet Detailing Job Elements At Corresponding Construction Costs - Required Within 30 Days of Binding

**STANDARD TERMS AND CONDITIONS:**

1. Flat Cancellations are not Permitted
2. Premium is Due Within 20 days from the Effective Date of Coverage
3. Terrorism Coverage is 5% Additional Premium if Coverage is Accepted. Terrorism Coverage will be Considered Rejected by the Insured and Such Coverage will be Excluded Unless We Receive the Signed and Dated Policyholder Disclosure Notice of Terrorism Insurance Coverage Indicating Coverage has been Requested Prior to Binding. The Appropriate Terrorism Exclusion/Coverage Grant Form will be Determined and Applied Upon Binding Based on the Insured's Acceptance or Rejection.
4. This Quote is Valid for 90 Days
5. You are Responsible for Compliance with the Appropriate State Surplus Lines Laws
6. Premium is 100.00% Minimum and Deposit.
7. Premium, terms and conditions are subject to change upon receipt of subjectivities or based on subsequent information received prior to binding.
8. The coverages, terms and conditions may be different from those requested on your application.

Thank you for the opportunity to quote this business.

# PRIVACY NOTICE

We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications or other forms; and/or
- Information about your transactions with us, our affiliates, or others; and/or
- Information we receive from a consumer reporting agency; and/or
- Information we receive from inspection reports.

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

We may disclose nonpublic personal information about you to the following types of third parties:

- Financial service providers, such as insurance agents and/or brokers

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

**Attention California Residents** - Please see our CCPA Notice At Collection of Personal Information available at:

<https://www.berkley.com/privacy#californiaConsumerPrivacyPolicy>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## POLICYHOLDER NOTICE – COLORADO

This endorsement modifies insurance provided under the following:

ALL COVERAGES

**This contract is delivered as surplus lines insurance under the Nonadmitted Insurance Act. The insurer issuing this contract is not admitted in Colorado but is an approved nonadmitted insurer. There is not protection under the provisions of the Colorado Insurance Guaranty Association Act.**

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED**

SPECIMEN

# Policyholder Notice

## Claims Reporting Instructions

In the event of any "occurrence" that may result in a claim against this policy you should immediately report the incident to your agent or to Verus Specialty Insurance. For more specific detail as to your reporting requirements please review the Conditions requirement contained in your policy that defines your "Duties in the Event of an Occurrence, Offense, Act, Error or Omission, Claim or Suit".

New claims can be reported by email, fax, mail or phone 24 hours a day, 7 days a week.

Email: [NewClaims@verusins.com](mailto:NewClaims@verusins.com) or [VUMClaims@verusins.com](mailto:VUMClaims@verusins.com)

Fax: 804-525-1362

Mail: Verus Specialty Insurance

Attention: Claims Department

4820 Lake Brook Drive, Suite 200

Glen Allen, Virginia 23060

Phone: 804-525-1360

877-598-3787

## U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- ✦ Foreign agents;
- ✦ Front organizations;
- ✦ Terrorists;
- ✦ Terrorist organizations; and
- ✦ Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



# Berkley Assurance Company

A Stock Corporation

Domicile Office: 11201 Douglas Avenue, Urbandale, IA 50322

Administrative Office: 7233 E. Butherus Drive, Scottsdale, AZ 85260

## COMMERCIAL GENERAL LIABILITY DECLARATIONS

**POLICY NUMBER:**

**TYPE:** NEW

**NAMED INSURED AND ADDRESS:**

RE SOLUTIONS, LLC  
1525 North Raleigh Street, Suite 240  
Denver, CO 80204

**PRODUCER'S NAME AND ADDRESS:**

RT Specialty  
3000 Bayport Drive  
Tampa, FL 33607

**POLICY PERIOD:** February 01, 2025 to February 01, 2027 at 12:01 a.m. Standard Time at your mailing address shown above.

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

### LIMITS OF INSURANCE:

Each Occurrence Limit	\$10,000,000
General Aggregate Limit (Other than Products & Completed Operations)	\$11,000,000
Products & Completed Operations Aggregate Limit	\$11,000,000
Personal & Advertising Limit	\$10,000,000
Damage to Premises Rented to You Limit	\$100,000
Medical Expense Limit	Excluded

POLICY NO:

NAMED INSURED: RE SOLUTIONS, LLC

**DESCRIPTION OF BUSINESS:****FORM OF BUSINESS:** Limited Liability Company (LLC)**BUSINESS DESCRIPTION:** A \$43,634,860 Commercial General Space, Site Work Construction Project at 20400 Main Street, Carson, CA 90745 involving Public Roads / Streets Work.**LOCATION DESCRIPTION:** 20400 Main Street, Carson, CA 90745**DEDUCTIBLES:****Deductible:** \$2,500 BI and/or PD Combined Per Occurrence Includes ALAE & Defense Costs

Exposure	Rate	Premium Basis	Premium
\$43,634,860	1.45	Cost per 1,000	\$63,430
<b>Comment:</b> Rate and premium shown is inclusive of Optional Coverages noted in the separate table below.			

Optional Coverages	Premium
Extended Products and Completed Operations	\$8,063
Subsidence	\$1,075
Pollution	\$538

<b>TOTAL PREMIUM</b>	\$63,430
<b>TERRORISM ADDITIONAL PREMIUM</b>	\$3,172
<b>ADVANCE PREMIUM</b>	\$66,602
<b>MINIMUM EARNED PREMIUM</b>	25% of Total Premium
<b>INSPECTION FEE</b>	\$0
<b>TOTAL</b>	\$66,602

POLICY NO:

NAMED INSURED: RE SOLUTIONS, LLC

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


Forms and Endorsements applying to this Coverage Part and made a part of the policy at time of issue:  
SEE SC-FORMS (10-17) — SCHEDULE OF FORMS AND ENDORSEMENTS

**NAME AND ADDRESS OF UNDERWRITING OFFICE:**

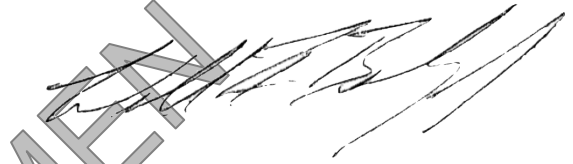
Verus Specialty Insurance  
4820 Lake Brook Drive, Suite 200  
Glen Allen, VA 23060  
Phone: (804) 525-1360. See Claims Notice for Claims contact information.

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

IN WITNESS WHEREOF, Berkley Assurance Company have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



Philip S. Welt  
Secretary



W. Robert Berkley, Jr.  
President

SPECIMEN

## SCHEDULE OF FORMS AND ENDORSEMENTS

**Policy Number:**

**Named Insured:** RE SOLUTIONS, LLC

**FORMS ATTACHED TO AND MADE A PART OF THIS POLICY AT INCEPTION:**

FORM NUMBER	FORM TITLE
VUM 10 03 07 23	Privacy Notice
VUM 99 22 11 10	Policyholder Notice - Colorado
VUM 99 29 11 16	Policyholder Notice - Claims Reporting Instructions
IL P 001 01 04	US Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders
SC-CGL (10-17)	Policy Declarations Page
SC-FORMS (10-17)	Schedule of Forms and Endorsements
IL 00 17 11 98	Common Policy Conditions
CG 00 01 04 13	Commercial General Liability Coverage Form
CG 20 10 12 19	Additional Insured - Owners, Lessees Or Contractors – Scheduled Person or Organization
CG 20 18 12 19	Additional Insured - Mortgagee, Assignee or Receiver
CG 20 37 12 19	Additional Insured - Owners, Lessees Or Contractors – Completed Operations
CG 21 09 06 15	Exclusion - Unmanned Aircraft
CG 21 35 10 01	Exclusion - Coverage C - Medical Payments
CG 21 44 04 17	Limitation Of Coverage To Designated Premises, Project Or Operation
CG 21 47 12 07	Employment-Related Practices Exclusion
CG 21 53 01 96	Exclusion - Designated Ongoing Operations
CG 21 55 09 99	Total Pollution Exclusion With A Hostile Fire Exception
CG 21 71 01 15	Cap on Losses From Certified Acts of Terrorism
CG 21 96 03 05	Silica or Silica-Related Dust Exclusion
CG 24 01 12 04	Non-Binding Arbitration
CG 24 26 04 13	Amendment of Insured Contract Definition
IL 00 21 10 15	Nuclear Energy Liability Exclusion Endorsement
VCAS 10 34 06 24	Exclusion - USL&H, Jones Act or Other Maritime Laws
VCAS 10 39 06 24	Exclusion - Professional Services
VCAS 10 57 02 21	Exclusion - Cyber Injury
VCAS 10 79 07 20	Exclusion - Exterior Insulation and Finish Systems & Stucco Systems
VCAS 11 04 06 24	Exclusion - Bacteria, Mold, Mildew, Mycotoxins, Fungi or Pathogens
VCAS 20 14 01 09 22	Designated Contractor Warranty
VCAS 20 20 06 21	Deductible Liability Insurance

VCAS 20 34 05 21	Exclusion - Work Prior To A Specified Date
VCAS 20 37 11 17	Exclusion - Imported Building Materials
VCAS 20 39 08 22	Open Roof Limitation
VCAS 20 48 CO 06 24	Exclusion - Continuing Damages - Colorado
VCAS 20 64 01 21	Exclusion - Injury To Temporary, Casual Or Volunteer Workers
VCAS 20 94 07 24	Exclusion - Snow Removal and Ice Removal
VCAS 20 99 08 20	Exclusion - Wildfire
VCAS 21 08 02 21	Aggregate Limit Endorsement - Per Policy Period
VCAS 21 11 04 21	Exclusion - Designated Ongoing Operations And Products-Completed Operations Hazard
VCAS 21 19 02 23	Exclusion - Limited Demolition
VCAS 21 25 02 23	Exclusion - Height Restriction
VCAS 21 26 03 23	Exclusion - Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS)
VCAS 21 29 09 23	Exclusion - Biometric Information
VCAS 99 56 05 23	Extended Products-Completed Operations Hazard
VCAS 99 64 04 21	Composite Rate Endorsement
VCAS 99 88 09 20	Exclusion - Cross Suits
VCAS 99 89 05 21	Premium Audit Condition
VUM 99 44 04 21	Cancellation
VUM 99 48 04 21	Minimum Earned Premium
VUM 99 49 05 21	Anti-Stacking Endorsement
VUM 99 50 04 22	Exclusion - Asbestos
VUM 99 60 04 22	Exclusion - Lead
VUM SOS CO 08 22	Service of Suit - Colorado

# COMMON POLICY CONDITIONS

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

## A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

## B. Changes

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

## 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 years afterward.

## D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or

- b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

## E. 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.

## F. 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.

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

### c. Liquor Liability

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

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

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

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

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

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

### d. Workers' Compensation And Similar Laws

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

### e. Employer's Liability

"Bodily injury" to:

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

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

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



**f. Pollution**

- (1) "Bodily injury" or "property damage" 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 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 seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

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

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

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

**k. Damage To Your Product**

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

**l. Damage To Your Work**

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

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

**m. Damage To Impaired Property Or Property Not Physically Injured**

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

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

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

**n. Recall Of Products, Work Or Impaired Property**

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

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

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

**o. Personal And Advertising Injury**

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

**p. Electronic Data**

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

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

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

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

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

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, 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.

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, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

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

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

#### **d. Criminal Acts**

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

#### **e. Contractual Liability**

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

#### **f. Breach Of Contract**

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

#### **g. Quality Or Performance Of Goods – Failure To Conform To Statements**

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

#### **h. Wrong Description Of Prices**

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

**i. Infringement Of Copyright, Patent, Trademark Or Trade Secret**

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

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

**j. Insureds In Media And Internet Type Businesses**

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

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites 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. Recording And Distribution Of Material Or Information In Violation Of Law**

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

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, 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.

## 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 Paragraph (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.

(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 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, bylaws 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 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.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Carson Reclamation Authority and its officers, directors, employees, and agents	20400 Main Street Carson, CA 90745
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.

However:

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

**B.** 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.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;  
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

SPECIMEN



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

## **ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name(s) Of Person(s) Or Organization(s)</b>	<b>Designation Of Premises</b>
As required by written contract with the Named Insured that is executed by the parties to the contract prior to the commencement of work that is called for in the contract.	20400 Main Street Carson, CA 90745
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 their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you and shown in the Schedule.

However:

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

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

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

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

1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**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  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
Carson Reclamation Authority and its officers, directors, employees, and agents	20400 Main Street Carson, CA 90745
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" 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".

However:

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

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

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

1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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

## **EXCLUSION – UNMANNED AIRCRAFT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**A. SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. Aircraft, Auto or Watercraft** is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

**g. Aircraft, Auto or Watercraft**

**1) Unmanned Aircraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Paragraph **g. 1)** 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 that is an "unmanned aircraft".

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

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

This Paragraph **g. 2)** 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 (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

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

- a) A watercraft while ashore on premises you own or rent;
- b) A watercraft you do not own that is:
  - i. Less than 26 feet long; and
  - ii. Not being used to carry persons or property for a charge;
- c) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- d) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- e) "Bodily injury" or "property damage" arising out of:

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

**B. The following exclusion is added to **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph 2. Exclusions:**

**1. Exclusions**

This insurance does not apply to:

**Unmanned Aircraft**

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

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

This exclusion does not apply to:

- a. The use of another's advertising idea in your "advertisement"; or
- b. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

**C. The following definition is added to **SECTION V - DEFINITIONS**:**

"Unmanned aircraft" means an aircraft that is not:

1. Designed;
2. Manufactured; or
3. Modified after manufacture;

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

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

## **EXCLUSION – COVERAGE C – MEDICAL PAYMENTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Description And Location Of Premises Or Classification:**

All Locations Owned, Operated and Used by the Insured.

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

With respect to any premises or classification shown in the Schedule:

1. Section I – Coverage C – Medical Payments does not apply and none of the references to it in the Coverage Part apply: and

2. The following is added to Section I – Supplementary Payments:

- h. Expenses incurred by the insured for first aid administered to others at the time of an accident for "bodily injury" to which this insurance applies.

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

## LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT OR OPERATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

<b>Premises:</b>
<b>Project Or Operation:</b> A \$43,634,860 Commercial General Space, Site Work Construction Project at 20400 Main Street, Carson, CA 90745 involving Public Roads / Streets Work.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** If this endorsement is attached to Commercial General Liability Coverage Form **CG 00 01**, the provisions under this Paragraph **A.** apply:
- 1.** Paragraph **1.b.** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:
    - b.** This insurance applies to "bodily injury" and "property damage" caused by an "occurrence" that takes place in the "coverage territory" only if:
      - (1)** The "bodily injury" or "property damage":
        - (a)** Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or
        - (b)** Arises out of the project or operation shown in the Schedule;
      - (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.
  - 2.** Paragraph **1.b.** under **Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:
    - b.** This insurance applies to "personal and advertising injury" caused by an offense committed in the "coverage territory" but only if:
      - (1)** The offense arises out of your business:

- (a) Performed on the premises shown in the Schedule; or
- (b) In connection with the project or operation shown in the Schedule; and
- (2) The offense was committed during the policy period.

However, with respect to Paragraph **1.b.(1)(a)** of this Insuring Agreement, if the "personal and advertising injury" is caused by:

- (1) False arrest, detention or imprisonment; or
- (2) 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;

then such offense must arise out of your business performed on the premises shown in the Schedule and the offense must have been committed on the premises shown in the Schedule or the grounds and structures appurtenant to those premises.

**3. Paragraph 1.a. under Section I – Coverage C – Medical Payments** is replaced by the following:

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident that takes place in the "coverage territory" if the "bodily injury":
  - (1) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or
  - (2) Arises out of the project or operation shown in the Schedule;

provided that:

- (a) The accident takes place 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. If this endorsement is attached to Commercial General Liability Coverage Form CG 00 02, the provisions under this Paragraph B. apply:**

**1. Paragraph 1.b. under Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

- b. This insurance applies to "bodily injury" and "property damage" caused by an "occurrence" that takes place in the "coverage territory" only if:

- (1) The "bodily injury" or "property damage":
  - (a) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or
  - (b) Arises out of the project or operation shown in the Schedule;
- (2) The "bodily injury" or "property damage" did not occur before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and
- (3) A claim for damages because of the "bodily injury" or "property damage" is first made against any insured, in accordance with Paragraph **1.c.** of this Insuring Agreement, during the policy period or any Extended Reporting Period we provide under Section **V** – Extended Reporting Periods.

**2. Paragraph 1.b. under Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

- b. This insurance applies to "personal and advertising injury" caused by an offense committed in the "coverage territory" but only if:

- (1) The offense arises out of your business:
  - (a) Performed on the premises shown in the Schedule; or
  - (b) In connection with the project or operation shown in the Schedule;
- (2) The offense was not committed before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and
- (3) A claim for damages because of the "personal and advertising injury" is first made against any insured, in accordance with Paragraph **1.c.** of this Insuring Agreement, during the policy period or any Extended Reporting Period we provide under Section **V** – Extended Reporting Periods.

However, with respect to Paragraph **1.b.(1)(a)** of this Insuring Agreement, if the "personal and advertising injury" is caused by:

- (1) False arrest, detention or imprisonment; or
- (2) 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;

then such offense must arise out of your business performed on the premises shown in the Schedule and the offense must have been committed on the premises shown in the Schedule or the grounds and structures appurtenant to those premises.

3. Paragraph 1.a. under **Section I – Coverage C – Medical Payments** is replaced by the following:

a. We will pay medical expenses as described below for "bodily injury" caused by an accident that takes place in the "coverage territory" if the "bodily injury":

- (1) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or
- (2) Arises out of the project or operation shown in the Schedule;

provided that:

- (a) The accident takes place 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.

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

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

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

## **EXCLUSION – DESIGNATED ONGOING OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Description of Designated Ongoing Operation(s):** Any part of the designated project that has become occupied or that part of the project or location that has been put to use for its intended purpose.

**Specified Location (If Applicable):** 20400 Main Street, Carson, CA 90745

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

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of the ongoing operations described in the Schedule of this endorsement, regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for yourself or for others.

Unless a "location" is specified in the Schedule, this exclusion applies regardless of where such operations are conducted by you or on your behalf. If a specific "location" is designated in the Schedule of this endorsement, this exclusion applies only to the described ongoing operations conducted at that "location".

For the purpose of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

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

## **TOTAL POLLUTION EXCLUSION WITH A HOSTILE FIRE EXCEPTION**

This endorsement modifies insurance provided under the following:

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

Exclusion **f.** under Paragraph **2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

#### **f. Pollution**

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

This exclusion does not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:

- (a) At 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; or

- (b) At 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 to test for, monitor, clean up, remove, contain, treat, detoxify, 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".

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

## **EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

**A. The following exclusion is added:**

This insurance does not apply to:

**TERRORISM**

"Any injury or damage" arising, directly or indirectly, out of an "other act of terrorism" that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the "coverage territory". However, this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000 (valued in U.S. dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - a. Physical injury that involves a substantial risk of death; or
  - b. Protracted and obvious physical disfigurement; or

c. Protracted loss of or impairment of the function of a bodily member or organ; or

3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

**B. The following definitions are added:**

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
- b. The act resulted in damage:
  - (1) Within the United States (including its territories and possessions and Puerto Rico); or
  - (2) Outside of the United States in the case of:
    - (a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
    - (b) The premises of any United States mission; and
- c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism".

Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

- C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.
- D. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

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

## **SILICA OR SILICA-RELATED DUST 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:**

**2. Exclusions**

This insurance does not apply to:

**Silica Or Silica-Related Dust**

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

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

**2. Exclusions**

This insurance does not apply to:

**Silica Or Silica-Related Dust**

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
  - b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.
- C. The following definitions are added to the Definitions Section:**
1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
  2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

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

## **NON-BINDING ARBITRATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
PRODUCT WITHDRAWAL COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

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

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

1. Pay the expenses it incurs; and

2. Bear the expenses of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in the county or parish in which the address shown in the Declarations is located. Local rules of law as to procedure and evidence will apply. Any decision agreed to by the arbitrators may be appealed to a court of competent jurisdictions.

SPECIMEN

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

## **AMENDMENT OF INSURED CONTRACT DEFINITION**

This endorsement modifies insurance provided under the following:

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

The definition of "insured contract" in the **Definitions** section is replaced by the following:

"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, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. 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.



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

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

**(Broad Form)**

This endorsement modifies insurance provided under the following:

ALLIED HEALTHCARE PROFESSIONAL COVERAGE FORM CLAIMS-MADE  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
ERRORS AND OMISSIONS COVERAGE FORM CLAIMS-MADE  
EXCESS PROFESSIONAL LIABILITY POLICY  
GARAGE COVERAGE PART  
LAWYERS PROFESSIONAL LIABILITY COVERAGE FORM CLAIMS-MADE  
LAWYERS PROFESSIONAL LIABILITY COVERAGE FORM CLAIMS-MADE AND REPORTED  
LIQUOR LIABILITY COVERAGE PART  
LONG TERM CARE FACILITIES - PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
REAL ESTATE SERVICES ERRORS AND OMISSIONS COVERAGE FORM CLAIMS-MADE  
UNDERGROUND STORAGE TANK POLICY

**1. The insurance does not apply:**

**A. Under any Liability Coverage, to "bodily injury" or "property damage":**

- (1)** 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, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** 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.

**B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.**

**C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:**

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

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

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

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

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

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

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

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

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

## **EXCLUSION – USL&H, JONES ACT OR OTHER MARITIME LAWS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** and **SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions** are amended by the addition of the following:

This insurance does not apply to:

### **USL&H, Jones Act or Other Maritime Laws**

“bodily injury”, “property damage” or “personal and advertising injury” arising directly or indirectly out of:

- (1) operations over navigable waters or offshore including but not limited to drilling and production platforms, pipelines and vessels where coverage is provided by the U.S. Longshore & Harbor Workers Compensation Act (USL&H), Merchant Marine Act (“Jones Act”) or other maritime laws and any amendments to those laws; or
- (2) actions, including but not limited to, subrogation involving U.S. Longshore & Harbor Workers Compensation Act (USL&H), Merchant Marine Act (“Jones Act”) or other maritime laws and any amendments to those laws; or
- (3) any obligation of the insured resulting from actions under U.S. Longshore & Harbor Workers Compensation Act (USL&H), Merchant Marine Act (“Jones Act”) or other maritime laws and any amendments to those laws.

All other terms and conditions of the policy remain unchanged.

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

## **EXCLUSION – PROFESSIONAL SERVICES**

This endorsement modifies insurance provided under the following:

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

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** and **SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions** in the Commercial General Liability Coverage Part; and

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** in the Products/Completed Operations Liability Coverage Part are amended and the following added:

This insurance does not apply to:

### **Professional Services**

“bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering or failure to render professional services of any kind. This includes but is not limited to:

- (1) legal, accounting or advertising services;
- (2) preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
- (3) inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as a construction manager;
- (4) engineering services, including related supervisory or inspection services;
- (5) medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction;
- (6) any health or therapeutic service, treatment advice or instruction;
- (7) any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
- (8) any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;

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

- (9) optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (10) body piercing or tattooing services, including but not limited to, the insertion of pigment, collagen or any other foreign substance into or under the skin;
- (11) services in the practice of pharmacy;
- (12) law enforcement or firefighting services; or
- (13) handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

All other terms and conditions of the policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – CYBER INJURY

This endorsement modifies and restricts insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**A. SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY are amended and the following added:**

This insurance does not apply to:

**Cyber Injury**

any injury, damages, loss, cost or expense, including fines and penalties, arising out:

1. "Cyber injury";
2. The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data";
3. Any access to, or loss, destruction, disclosure, disruption, inspection, modification, recording, release, review, use, collection, processing, or storage of, any person's or organization's confidential or "personal information", including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, biometric or health information or any other type of nonpublic information; or
4. Any claim, "suit", or other legal proceeding, administrative action or hearing arising out of Paragraphs 1. through 3. above, including but not limited to those initiated prior to, or pending as of, the inception date of this policy.

**B. SECTION IV – DEFINITIONS has been amended and the following added:**

1. "Cyber Injury" means any actual, alleged or suspected, intentional or unintentional, breach of or unauthorized access to any data, software, hardware or computer system, wherever located, that results in:
  - a. loss, destruction, disclosure, disruption, inspection, modification, recording, release, review or use of "personal information";
  - b. oral or written publication, in any manner, of material that violates a person's right of privacy;
  - c. inability to access any website or any electronic system;
  - d. release, introduction, transmission or facilitation of any "malicious code";
  - e. forensic or investigative expenses;
  - f. extortion or terrorism acts or threats;
  - g. monitoring or notification costs or expenses;
  - h. crisis management or public relations expenses;
  - i. data or system recovery, repair, replacement or restoration expenses;
  - j. business interruption expenses; or
  - k. losses arising out of fraudulent instructions transmitted by electronic means, including through social engineering.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

2. "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.
3. "Malicious code" includes, but is not limited to, any virus, Trojan horse, worm, spyware, logic bomb, adware, malware or other similar software program.
4. "Personal information" means any personally identifying information or data about an individual, as defined by foreign, federal, state or local laws, statutes or regulations.

All others terms and conditions of this policy remain unchanged.

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## EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEMS & STUCCO SYSTEMS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE

**A. SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is amended and the following added:

This insurance does not apply to:

**Exterior Insulation And Finish Systems and Stucco System**

“Bodily injury” or “property damage” arising out of, caused by, or attributed to, whether in whole or in part of, the following:

1. The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction, or replacement, of a “stucco 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 a “stucco system,” or any substantially similar system, is used on the part of that structure containing that component, fixture or feature.

**B.** The following definitions are added to the **DEFINITIONS** Section:

1. “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:
  - a. A rigid or semi-rigid insulation board made of expanded polystyrene or other materials;
  - b. The adhesive or mechanical fasteners used to attach the insulation board to the substrate;
  - c. A reinforced or unreinforced base coat;
  - d. A finish coat providing surface texture to which color may be added; and
  - e. Any flashing, caulking, or sealant used with the system for any purpose.
2. “Stucco system” includes cement based stucco system or synthetic stucco system, including any hard coat system, three-coat system, one-coat system or “exterior insulation and finish system”.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED



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

## **EXCLUSION - BACTERIA, MOLD, MILDEW, MYCOTOXINS, FUNGI OR PATHOGENS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**A. SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions** are amended by the addition of the following:

The insurance does not apply to:

**Bacteria, Mold, Mildew, Mycotoxins, Fungi or Pathogens**

1. “bodily injury”, “property damage”, or “personal and advertising injury” arising out of the actual, alleged or threatened exposure to, inhalation of, ingestion of, contact with, existence of, or presence or growth of bacteria, mold, mildew, mycotoxins, fungi or “pathogens” regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage; or
2. any loss, cost or expense to test, abate, monitor, clean-up, remediate, remove, contain, treat, detoxify, neutralize, rehabilitate, dispose of or in any way respond to or assess the effects of bacteria, mold, mildew, mycotoxins, fungi or “pathogens” by any insured or any other person or entity.

This exclusion applies even if the claims against any insured alleges negligence or other wrongdoing by or on behalf of any insured in the:

- a. supervising, hiring, employing, training or monitoring of bacteria, mold, mildew, mycotoxins, fungi or “pathogens”;
- b. testing for bacteria, mold, mildew, mycotoxins, fungi or “pathogens”;
- c. failure to perform services which were either intended to assumed to prevent the spread or transmission of bacteria, mold, mildew, mycotoxins, fungi or “pathogens”;
- d. failure to prevent or suppress the spread or transmission of bacteria, mold, mildew, mycotoxins, fungi or “pathogens”; or
- e. failure to test for or report the bacteria, mold, mildew, mycotoxins, fungi or “pathogens” to authorities.

We will have no duty to defend any insured, entity or person with respect to any claim, suit, action or loss excluded by this endorsement regardless of whether the allegations forming the basis of the claim or loss are groundless, false, or fraudulent. We have no obligation to share damages with or repay someone who must pay damage due to any of the above.

**B. SECTION V – DEFINITIONS** is amended by the addition of the following:

“Pathogens” mean any infectious or biological agent such as a virus, agent, markers, microbial agents, microorganisms, organisms, bacterium, prion, fungus, viroid, or parasite, or any variant or

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mutation thereof, which, individually or in combination, is transmitted or spread, directly or indirectly, by any method and can produce disease, sickness or illness in its host. The host may be a human, an animal, a plant, a fungus, or another microorganism.

All other terms and conditions of the policy remain unchanged.

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED CONTRACTOR WARRANTY

This endorsement modifies and restricts insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

### SCHEDULE

**Designated Contractor (If Applicable):** Snyder Langston.

**A. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended and the following added:

#### **Designated Contractor**

For any “contractor(s)” not specified in the **SCHEDULE** above, the insured must comply with all of the conditions enumerated below.

We will have no duty to defend or indemnify any insured if prior to the commencement of any work by any “contractor” not specified in the **SCHEDULE** above the insured fails to satisfy all conditions precedent to coverage set forth below. The insured agrees that we need not demonstrate any prejudice to us as a result of the insured’s failure to comply with any of the below conditions in order to enforce those conditions precedent to coverage.

The insured hereby warrants and agrees that any “contractor” not specified in the **SCHEDULE** above has complied with all of the following conditions prior to the commencement of any work performed:

- a. The “contractor” has signed and executed an agreement with the insured which remains in force and effective until the date on which the work is completed and contains the following provisions:
  - (1) An agreement to defend, indemnify, and hold the insured harmless, to the fullest extent permitted by law, against all losses arising out of the work performed by or on behalf of any such “contractor”, including all expenses and legal fees incurred to defend claims alleging such losses; and
  - (2) A requirement for the “contractor” to name the insured as an Additional Insured under their Commercial General Liability policy on a primary and non-contributory basis in favor of the insured;
- b. The “contractor” has maintained “adequate insurance”;
- c. The “contractor” has provided the insured with current Certificates of Insurance evidencing Commercial General Liability and Workers’ Compensation and Employer’s Liability coverage; and

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

d. All documents required must be kept on file and made available at our request.

**B. SECTION V – DEFINITIONS** is amended by the addition of the following:

1. “Adequate insurance” means Commercial General Liability Insurance, and Workers’ Compensation and Employer’s Liability Insurance written by an insurer with an A.M. Best rating of not less than A- VII and which:
  - a. remains in force and effect without lapse in coverage from the date on which the agreement for work being performed for the insured or on the insured’s behalf is executed until the date in which the work is completed;
  - b. provides Commercial General Liability Limits of Insurance for such operations that are equal to or greater than the following Limits of Insurance including Additional Insured status on a primary and non-contributory basis in favor of the insured:
    - i. Each Occurrence Limit: \$11,000,000
    - ii. General Aggregate Limit: \$11,000,000
    - iii. Products/Completed Operations Aggregate Limit: \$11,000,000
  - c. provides Workers’ Compensation and Employer’s Liability Insurance in compliance with the statutes of the applicable state;
  - d. includes coverage for “bodily injury” and “property damage” arising out of work performed by the “contractor” or on behalf of the “contractor” per the agreement with the insured;
  - e. does not exclude any claim, “suit”, loss, cost or expense arising out of any “bodily injury” to any “worker” of the “contractor”; and
  - f. does not contain any conditions or provisions that preclude coverage based on requirements for hiring or contracting with subcontractors or independent contractors.
2. “Contractor” means any subcontractor or independent contractor who is directly hired, directly paid, or directly contracted with by the insured.
3. “Worker” means any “employee”, “temporary worker”, “leased worker”, “volunteer worker”, apprentice, intern, casual laborer, borrowed employee, borrowed servant, independent contractor or subcontractor, or any person hired or retained by the “contractor”, that performs work, whether directly or indirectly, for any “contractor”.

All others terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE  
PRODUCTS AND COMPLETED OPERATIONS COVERAGE PART

### SCHEDULE

Coverage	Amount and Basis of Deductible
Bodily Injury Liability OR Property Damage Liability OR Bodily Injury Liability and/or Property Damage Liability Combined	\$2,500 Per Occurrence

- A.** Our obligation to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the **SCHEDULE** above.
- B.** For the purposes of this endorsement, all deductible coverage options, amounts and basis of the deductible shall include all amounts we pay in the defense and investigation of any “claim” or “suits” to which this insurance applies as stated under the SUPPLEMENTARY PAYMENTS – COVERAGE A AND B section of policy.
- C.** The deductible may be applicable on either a per claim or a per “occurrence” basis. The indicated deductible applies to the coverage option and to the basis of deductible indicated by the placement of the deductible amount in the **SCHEDULE** above. The deductible amount stated in the **SCHEDULE** above applies as follows:
- 1. PER CLAIM** basis – If the deductible amount indicated in the **SCHEDULE** above is on a per claim basis, that deductible applies as follows:
    - a.** Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of “bodily injury”;
    - b.** Under Property Damage Liability Coverage, to all damages sustained by any one person because of “property damage”; or
    - c.** Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
      - 1)** “bodily injury”;
      - 2)** “property damage”; or
      - 3)** “bodily injury” and “property damage” combined;as the result of any one “occurrence”.

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

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.

With respect to "property damage", person includes an organization.

**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".

**D.** The terms and conditions 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 without regard to the application of the deductible amount.

**E.** We, at our sole election and option, may either:

1. 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; or
2. simultaneously upon receipt of notice of any "claim" or at any time thereafter, request you pay or deposit with us all or any part of the deductible amount, to be held and applied by us as herein provided.

**F.** For the purposes of this endorsement, "claim" means a demand, received by the Insured, for money or services, including the service of "suit" against the Insured.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – WORK PRIOR TO A SPECIFIED DATE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

**SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is amended to include the following:

This insurance does not apply to:

### **Prior Completed Work**

any “bodily injury” or “property damage” arising out of “your work” completed prior to February 01, 2025.

“Your work” will be deemed to be completed at the earliest of the following times:

1. When all of the work called for in the contract has been completed;
2. When all of the work to be done at individual job sites, which are part of a multi-site project as required by your contract, has been completed, then those individual job sites shall be deemed completed; or
3. When that part of the work done at a job site has been put to its intended use by any person or organization.

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

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **EXCLUSION – IMPORTED BUILDING MATERIALS**

### **Imported Drywall and Imported Laminate Flooring**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following exclusions are added to Paragraph 2. **Exclusions** of **SECTION 1 – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and Paragraph 2. **Exclusions** of **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

This insurance does not apply to:

1. "Property damage" arising out of the release of gases, fumes, vapors or particulates from "imported drywall" or "imported laminate flooring" used in connection with "your work" or "your product", including operations performed by you or on your behalf by a contractor or subcontractor; or
2. "Property damage" arising out of the design, manufacture, construction, fabrication, preparation, distribution, sale, installation, application, maintenance, repair, remodeling, servicing, correction or replacement of any "imported drywall" or "imported laminate flooring". This applies whether or not the "property damage" is included within the "products-completed operations hazard"; or
3. "Property damage" included in the "products-completed operations hazard" and arising out of "your work" on any "residential construction" involving all operations conducted using "imported drywall" or "imported laminate flooring", whether performed by you or on your behalf; or
4. "Property damage" arising out of "your product" used in or "your work" with respect to any electrical, mechanical, plumbing or structural system or equipment, or any other component, fixture or feature of any structure, if any "imported drywall" or "imported laminate flooring" is used in the structure containing that electrical, mechanical, plumbing or structural system or equipment, component, fixture or feature; or
5. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of, or in any way responding to or assessing the effects of "imported drywall" or "imported laminate flooring" or any gases, fumes, vapors or particulates emitted or released from such "imported drywall" or "imported laminate flooring"; or
6. Any obligations to share damages, losses, costs or expenses with or indemnify another party who must pay damages, losses, costs or expenses arising out of or relating to "imported drywall" or "imported laminate flooring" or any gases, fumes, vapors or particulates emitted or released from such "imported drywall" or "imported laminate flooring"; or
7. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with paragraphs 1. through 6. above.

This exclusion applies whether or not such "imported drywall" or "imported laminate flooring" has any use or function in your business, operations, premises, site or location.

The following definitions are added to **SECTION V - DEFINITIONS**:

"Imported drywall" means any drywall, plasterboard, sheetrock, or gypsum board manufactured outside of the United States or Canada, or any pre-manufactured interior wall that is made with drywall, plasterboard, sheetrock, or gypsum board manufactured outside of the United States or Canada.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

"Imported laminate flooring" means any multi-layer synthetic flooring product that is fused together with a lamination process that is manufactured outside of the United States or Canada, or any pre-manufactured interior floor that is made with multi-layer synthetic flooring product that is fused together with a lamination process that is manufactured outside of the United States or Canada.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED**

SPECIMEN

## OPEN ROOF LIMITATION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **SECTION 1— COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is amended and the following added:

This insurance does not apply to:

any "bodily injury" or "property damage" arising out of or resulting from:

1. an "open roof". This exclusion does not apply if the insured takes "adequately effective" action to determine adverse weather and provide "adequately effective" temporary waterproof coverage that protects the building or structure from damage by rain, hail, wind, snow or any form of precipitation;
2. heat process equipment. This exclusion does not apply if the insured:
  - a. ensures all kettles or heat process equipment are placed at ground level, away from the building, during use;
  - b. maintains a 15 lb. or larger charged ABC extinguisher at the site;
  - c. maintains personnel at the site for at least one hour after the equipment has been shut off or removed; and
  - d. the insured inspects the area the heat work has been performed prior to leaving the site.

B. For the purposes of this endorsement, **SECTION V — DEFINITIONS** is amended and the following added:

"Adequately effective" means the conduct or action customarily taken or used by similar contractors or subcontractors, in the jurisdiction "your work" is performed, to protect the property or prevent damage from rain, hail, wind, snow or any other form of precipitation, which is customarily performed by contractors in the same field under similar circumstances given known or what could have been reasonably known weather conditions.

"Open roof" means any roof or section thereof where the protective covering (shingles, tar, felt paper, etc.) has been removed leaving exposed the roof shell or any supporting structure, decking, building interior or contents of any building or structure.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – CONTINUING DAMAGES – COLORADO

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

This endorsement applies to all work or that part of any work performed by the Named Insured, or on their behalf, within the state of Colorado.

**A. SECTION I – COVERAGES, BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2.**  
**Exclusions** has been amended to include the following:

This insurance does not apply to:

**Continuing Damages**

any “bodily injury” or “property damage”, including any continuous or progressively deteriorating or repeated “bodily injury” or “property damage”, that first occurs:

1. Prior to the effective date of this policy;
2. Prior to the effective date of this policy and continues during the policy term; or
3. Prior to the effective date of this policy, continues during the policy term, and ends after the expiration date of this policy.

This exclusion applies to “bodily injury” or “property damage” known to any “Insured” before the effective date of this policy.

However, this exclusion does not apply to “bodily injury” or “property damage”, including continuous and progressively deteriorating or repeated “bodily injury” or “property damage”, that first occurs during the policy period and ends after the expiration date of this policy.

**B. As used in this endorsement, SECTION V - DEFINITIONS** is amended by the addition of the following:

“Insured” means any person or organization qualifying as an insured under **SECTION II – WHO IS AN INSURED** along with either any additional named insured or additional insured, whether added to the policy at inception or by endorsement or otherwise.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **EXCLUSION – INJURY TO TEMPORARY, CASUAL OR VOLUNTEER WORKERS**

This endorsement modifies and restricts insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A. SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is amended and the following added:

This insurance does not apply to:

### **Injury To Temporary, Casual or Volunteer Workers**

any “bodily injury” or “personal and advertising injury” to any “temporary worker”, “casual worker” or “volunteer worker” or any of their spouses, children, parents, brothers, sisters or registered domestic partners.

This exclusion also applies to any damages assumed under an “insured contract”. Where there is no coverage for the insured, there is also no coverage for any additional insureds which have been endorsed onto this policy.

- B.** For the purpose of this endorsement only, **SECTION V – DEFINITIONS** is amended the following added:

“Casual worker” means:

- a.** a person, other than a person furnished to you by a labor union, who acts at the direction of and within the scope of duties determined by any insured, and is employed by any insured for a short time and for a limited and temporary purpose; or
- b.** a person for whom any insured, or labor leasing firm acting on behalf of any insured, does not withhold federal or state income taxes or pay federal unemployment tax.

All others terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – SNOW REMOVAL AND ICE REMOVAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM

**SECTION 1 – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is amended by the addition of the following:

This insurance does not apply to:

### **Snow Removal and Ice Removal**

any “bodily injury” or “property damage” arising, directly or indirectly, out of:

1. “your work” involving:
  - a. the removal or treatment of snow, ice or other mixed precipitation; or
  - b. snow plow operations; and
2. breaches of contract or warranty arising out of the above.

This insurance does not apply to “bodily injury” or “property damage” for any additional insured when there is no coverage afforded any insured.

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 that which is described in Paragraph 1. or 2. above.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – WILDFIRE

This endorsement modifies and restricts insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** and **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions** are amended and the following added:

This insurance does not apply to:

### **Wildfire**

“bodily injury”, “property damage” or “personal and advertising injury” arising out of, resulting from or in connection with “wildfire”, including any cost the insured becomes legally obligated to pay as reimbursement for firefighting, fighting, suppressing or bringing under control any “wildfire”.

- B. **SECTION V – DEFINITIONS** is amended and the following added:

“Wildfire” means any wild fire, wildland fire, forest fire, brush fire, vegetation fire, grass fire, peat fire, brushfire, hill fire, desert fire, veld fire, escaped prescribed fires, escaped wildland fire or any other uncontrolled or unplanned fire, which may, but not required to, consume houses, buildings or other structures and agricultural resources.

“Wildfire” includes all risk associated with or resulting from such fire(s), such as smoke, heat, soot or fumes.

It is understood and agreed that to the extent any coverage may otherwise be provided under this policy or any of its endorsements, the provisions of this exclusion will supersede.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **AGGREGATE LIMIT ENDORSEMENT – PER POLICY PERIOD**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SECTION III – LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

### **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 to the entire policy period, starting with the beginning of the policy period shown in the Declarations. In the event the policy is extended after issuance, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – DESIGNATED ONGOING OPERATIONS AND PRODUCTS-COMPLETED OPERATIONS HAZARD

This endorsement modifies and restricts insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

### SCHEDULE

<p><b>Description of Designated Operation(s):</b></p> <ol style="list-style-type: none"><li>1. All work or activities performed by the Named Insured's "employee" or laborer, whether day laborer or temporary worker or part-time or full-time worker.</li><li>2. All work or activities involving use of a tower crane.</li></ol>
<p><b>Specified Location (If Applicable):</b></p>

**SECTION 1 – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions** are amended and the following is added:

This insurance does not apply to:

#### **Designated Ongoing Operations and Products-Completed Operations Hazard**

any "bodily injury", "property damage" or "personal and advertising injury" arising out of the ongoing operations or operations included in the "products-completed operations hazard" and arising out of "your work" described in the **SCHEDULE** above, regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for yourself or for others.

Unless a "location" is specified in the **SCHEDULE** above, this exclusion applies to all "locations". If a specific "location" is designated in the **SCHEDULE** above, this exclusion applies only to the described operations conducted at that "location". For the purpose of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

All others terms and conditions of the policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – LIMITED DEMOLITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE

**SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. EXCLUSIONS** is amended and the following added:

This insurance does not apply to:

### **Demolition**

any “bodily injury” or “property damage” arising out of:

1. the use, handling or storage of explosives in any nature whatsoever;
2. any operation in which a wrecking ball, ball and chain, or similar apparatus is used; or
3. the demolition or wrecking, in whole or part of, of any building or structure which has an original ground level height of 5 stories or 50 feet, whichever is greater.

The above applies without regard to whether the work is for total or partial removal, renovation, remodeling or reconstruction of any building or structure.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – HEIGHT RESTRICTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SECTION 1 - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** and **SECTION 1 – COVERAGES, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions** is amended by the addition of the following:

This insurance does not apply:

### **Height Restriction**

to any “bodily injury”, “property damage” or “personal and advertising injury” arising out of:

1. ongoing operations performed by or on behalf of any insured; or
2. “your work” or work performed by or on behalf any insured;  
above a ground level height of 5 stories or 50 feet, whichever is greater.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **EXCLUSION – PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**A. SECTION I COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions** are amended by the addition of the following:

This insurance does not apply to:

### **Perfluoroalkyl And Polyfluoroalkyl Substances**

1. "bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, handling, manufacture, distribution, transport, replacement, sale, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".
2. any loss, cost or expense arising, in whole or in part, out of:
  - a. the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing any effects;
  - b. compliance with any law or regulation, or in any way responding to any request, demand or order from any governmental authority, or any other persons or organizations;
  - c. the existence, storage, handling or transportation;
  - d. any supervision, instructions, recommendations, warranties (express or implied), warnings or advice given or which should have been given; or
  - e. any claim, demand, "suit" or other legal proceeding, administrative action or hearing arising out of paragraphs a. through d. above, including but not limited to those initiated prior to or pending as of the inception date of this policy, nor will we have any obligation to defend, adjust, investigate, or pay any cost for investigation, defense, attorney fees or adjustment costs arising out of any claims, "suits" or other legal proceedings, administrative actions or hearings;

concerning "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

It is understood that to the extent any coverage may otherwise be provided under this policy or any of its endorsements, the provisions of this exclusion will supersede.

**B. SECTION V - DEFINITIONS** is amended by the addition of the following:

"Perfluoroalkyl or polyfluoroalkyl substances" means:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

1. any perfluorinated compounds ("PFC") and perfluoroalkyl and polyfluoroalkyl substances (collectively, "PFAS"), including, but not limited to: Perfluorooctanoic Acid (PFOA) and its salts, Perfluorooctane Sulfonic Acid (PFOS) and its salts, Perfluoroalkyl Carboxylates, Perfluoroalkane Sulfonates, Perfluoroalkane Sulfonamides, N-alkyl Perfluoroalkyl Sulfonamido Carboxylates, Fluorotelomer Alcohols, Perfluoroalkyl Ether Carboxylates, Fluorotelomer Phosphate Esters, Fluorotelomer Carboxylates, N-alkyl Perfluoroalkyl Sulfonamido Carboxylates, Perfluoroalkyl Polyether Carboxylates, and other replacement "PFAS" or any chemical included on the U.S. Environmental Protection Agency's (EPA) Working List Of PFAS Chemicals With Research Interest, including additions and amendments made to that list; and
2. anything that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:
  - a. polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;
  - b. perfluoropolyethers (PFPE);
  - c. fluorotelomer-based substances; or
  - d. side-chain fluorinated polymers; and
3. any good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains anything described in paragraphs B.1. or B.2. above, by whatever name or trade style manufactured, prepared, promoted, marketed, sold, handled, formulated, structured, distributed or prescribed.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – BIOMETRIC INFORMATION

This endorsement modifies and restricts insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**A. SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** are amended by the addition of the following:

This insurance does not apply to:

#### **Biometric Information**

“bodily injury”, “property damage”, or “personal and advertising injury” arising out of:

- 1) the actual or alleged collection, use, access, safeguarding, sharing, storage, retention, conversion, disclosure, sale, disposal, transmitting, distributing, or destruction of any “biometric identifiers” or “biometric information”, or any consent related actions for any of the foregoing regarding “biometric identifiers” or “biometric information”; or
- 2) a claim, investigation, demand, “suit” or proceeding involving an actual or alleged invasion of privacy or violation of a right to privacy in any way concerning a “biometric identifiers” or “biometric information”; or
- 3) an actual or alleged violation of any privacy law, including the Illinois Biometric Information Privacy Act (BIPA), the California Consumer Privacy Act (CCPA), the California Privacy Rights Act (CPRA), European Union General Data Protection Regulation (GDPR) or any other similar law, ordinance, regulation, or statute anywhere in the world that governs or relates to the collection, use, access, safeguarding, sharing, storage, retention, conversion, disclosure, sale, disposal, transmitting, distributing, or destruction of any “biometric identifiers” or “biometric information”, or any consent related actions for any of the foregoing regarding “biometric identifiers” or “biometric information”.

The exclusions above apply regardless of any insured’s culpability or intent and regardless of whether the claim, investigation, demand, “suit”, proceeding or allegation against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by any insured.

It is understood that to the extent any coverage may otherwise be provided under this policy or any of its endorsements, the provisions of this exclusion will supersede.

**B. SECTION IV – DEFINITIONS** is amended by the addition of the following:

1. “Biometric identifiers” means any physical, genetic, physiological, biological, or behavioral characteristic or attribute that allows an individual to be identified. Without limiting the foregoing, “biometric identifiers” includes but is not limited to the following: (a) retina or iris scan; (b) fingerprint; (c) voiceprint; (d) DNA; (e) finger, hand, or palm scan; (f) scan of hand or face

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

geometry; (g) vein patterns; (h) voice recordings; (i) keystroke patterns or rhythms; (j) gait patterns or rhythms; (k) sleep, health, or exercise data that contain identifying information; or (l) any other biometric algorithm or measurement of (a) through (k) or any other physical, genetic, physiological, biological or behavioral characteristic or attribute which allows an individual to be identified.

2. "Biometric information" means any information, regardless of how it is captured, converted, stored, or shared, that is based on, or includes, any "biometric identifiers".

All others terms and conditions of this policy remain unchanged.

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **EXTENDED PRODUCTS-COMPLETED OPERATIONS HAZARD**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**A. SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 1. Insuring Agreement, subparagraph b. (2) is deleted and replaced by the following:**

- (2) The “bodily injury” or “property damage” occurs during the “policy period”. However, solely with respect to liability for “bodily injury” or “property damage” included in the “products-completed operations hazard”, the time during which such “bodily injury” or “property damage” may occur for the purposes of the insurance provided by this policy is extended for an additional period of time.

This coverage extension will commence at the time of “substantial completion” of the construction project out of which the “bodily injury” or “property damage” arose and will be equal to the lesser of 10 years or the applicable current “statute of limitations or statute of repose” for any claim or “suit” for such “bodily injury” or “property damage”. “Substantial completion” must be during the “policy period” of this policy for the coverage extension to apply. Any “bodily injury” or “property damage” subject to this coverage extension will be deemed to have occurred on the date of “substantial completion”.

**B. For the purpose of this endorsement SECTION III – LIMITS OF INSURANCE is amended by the addition of the following:**

The **LIMITS OF INSURANCE** for the policy apply to and are not separate or different from, increased with respect to, or reinstated for the coverage extension referred to in paragraph **A.** above. The Products-Completed Operations Aggregate is for the entire term of coverage including the extension.

**C. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended by the addition of the following:**

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited and this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis that is available to an “insured” as a named insured, additional insured or contractual indemnitee. All insureds are required to give notice of claim to all “potential insurers” within 30 days of giving notice of claim to us.

“Potential insurers” means all insurance companies that may be obligated to provide coverage to an “insured” on any basis. “Potential insurers” include the insurers of all subcontractors who were contractually obligated to name the insured as an additional insured on their own insurance policy(ies).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

D. For the purpose of this endorsement, **SECTION V – DEFINITIONS** is amended by the addition of the following:

1. "Policy period" means the period of time from the Effective Date shown in the Declarations to the earlier of the Expiration Date shown in the Declarations, or if cancelled, the effective date of the cancellation.
2. "Statute of limitations or statute of repose" means the time period under the applicable state-specific statute of limitations, or the time period under any applicable statute of repose, as provided by the controlling law of the jurisdiction where the claim or "suit" is brought or filed. In the event of conflict between time periods, the period with the earliest expiration date will control.
3. "Substantial completion" means the earliest of the following:
  - a. the date of the final inspection of the construction project by the applicable public agency;
  - b. the date of recordation of a valid notice of completion;
  - c. the date of use or occupancy of the construction project or improvement; or
  - d. one year after termination or cessation of work on the construction project.

Work that may need service, maintenance, correction, repair or replacement of "your work" that is performed after the time that "your work" is deemed to be "substantially completed" will be treated as completed at the date of "substantial completion" for the purposes of this endorsement.

All other terms and conditions of this policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMPOSITE RATE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

The premium stated in our policy is an estimated premium only. Upon expiration of the policy, the earned premium shall be computed upon a composite rate in accordance with the Company's rules, rates, rating plans, premium and minimum premium as well as other applicable terms and conditions of the policy.

Premium Basis:

Cost

"Cost" means the total cost of all work let or sublet including: a) the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of the work and b) all fees, bonuses or commissions made, paid or due.

All other terms and conditions of the Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – CROSS SUITS

This endorsement modifies insurance provided under the following:

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

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** and **SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions** in the Commercial General Liability Coverage Part; and

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** in the Products/Completed Operations Liability Coverage Part are amended and the following added:

This insurance does not apply to:

**Cross Suits**

any claim or “suit” for damages because of “bodily injury”, “property damage” or “personal and advertising injury” brought by any Named Insured against any other Named Insured.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PREMIUM AUDIT CONDITION

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM  
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

With respect to all coverage(s) under this contract, any **Premium Audit** or **Premium and Premium Audit** condition in the **CONDITIONS** section is deleted and replaced with the following:

### Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules, rates, rating plans, premiums and minimum premiums.
- b. This policy is subject to audit.
- c. The premium shown in the Declarations as the Total Premium for this Coverage Part is an estimated advance premium only. The estimated advance premium is determined based on an estimate of your exposures for the policy period.
- d. At the close of each audit period (or part thereof terminating with the end of the policy period) as shown in the Declarations, we may conduct an audit of your books and records to determine the actual earned premium developed during the audit period. We may either ask to audit your records at the location of your premises or those of your accountant, or we may ask you to send us copies of your records.
- e. The calculation of this earned premium will be based on the elements (e.g. premium basis, rates, class codes) as shown in the Declarations. We will compute the earned premium for that policy period based on the exposures determined by audit.
- f. If the calculated earned premium is greater than the estimated advance premium previously paid, you will be billed an additional earned premium for the difference. If the calculated earned premium is less than the estimated advance premium previously paid, then we shall receive and retain no less than 100% of the policy earned premium.
- g. Audit premiums are due and payable on notice to the first Named Insured. The due date for the additional earned premium developed by audit is the date shown as the due date on the bill. Failure to pay the additional earned premium due will be deemed a breach of contract and, at our sole discretion, may subject this policy, as well as any other policy of your in force, to cancellation for non-payment of premium.
- h. Should it become necessary to institute collection activities, including litigation, in order to collect any earned premium, then you shall be responsible for 100% of the expenses, fees and costs incurred by us in that regard plus any collectible interest.
- i. The first Named Insured must keep records of the information we need for premium computation and permit us to audit these records or, at our option, send us copies at such times as we may request. These records include but are not limited to ledgers, journals, registers, vouchers, contracts, tax reports, and payroll and disbursement records. Failure to supply such records upon request will be deemed a breach of policy conditions and, at our discretion, may subject this policy, as well as any other policy of yours in force, to cancellation for breach of policy conditions. We may examine your books and records at any time during the policy period or within three (3) years of the expiration of this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- j. If, after three (3) documented attempts, we are unable to examine your books and records to obtain the information required to complete the audit, the audit will be deemed unproductive and we will complete an estimated audit using an increase of 50% in your estimated exposure. Documentation on our attempts to collect the required audit information will be made available to you and provided upon request.
- k. You may dispute the audit within fourteen (14) days of receiving the audit endorsement or other notice regarding the premium adjustment amount by providing us with copies of the information we need for premium computation. Failure to dispute the audit endorsement or other notice regarding the premium adjustment amount within fourteen (14) days shall be deemed as your agreement with the audit endorsement or other notice regarding the premium adjustment amount.

All other terms and conditions of the policy remain unchanged.

SPECIMEN

## CANCELLATION

This endorsement modifies insurance provided under the following:

ALLIED HEALTHCARE PROFESSIONAL COVERAGE FORM CLAIMS-MADE  
COMMERCIAL EXCESS LIABILITY COVERAGE FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
EMPLOYMENT RELATED LIABILITY INSURANCE COVERAGE FORM  
ERRORS AND OMISSIONS COVERAGE FORM CLAIMS-MADE  
INSURANCE AGENTS AND BROKERS PROFESSIONAL LIABILITY FORM CLAIMS-MADE  
AND REPORTED  
LAWYERS PROFESSIONAL LIABILITY COVERAGE FORM CLAIMS-MADE  
LAWYERS PROFESSIONAL LIABILITY COVERAGE FORM CLAIMS-MADE AND REPORTED  
LIQUOR LIABILITY COVERAGE FORM  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM  
POLICE PROFESSIONAL LIABILITY COVERAGE FORM CLAIMS-MADE  
POLICE PROFESSIONAL LIABILITY COVERAGE FORM OCCURRENCE  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM  
PUBLIC OFFICIAL AND EMPLOYMENT RELATED PRACTICES LIABILITY COVERAGE FORM  
REAL ESTATE SERVICES ERRORS AND OMISSIONS COVERAGE FORM CLAIMS-MADE  
SCHOOL BOARD LEGAL LIABILITY & EMPLOYMENT RELATED PRACTICES LIABILITY  
COVERAGE FORM

Paragraph **A. Cancellation**, subparagraph **2.** of the COMMON POLICY CONDITIONS is deleted and is replaced by the following:

- 2.** We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a.** 10 days before the effective date of cancellation if we cancel for one or more of the following reasons:
    - (1)** nonpayment of premium or failure to pay a premium when due;
    - (2)** conviction of an insured of a crime arising out of acts increasing the hazard insured against;
    - (3)** violation of any local fire, health, safety, building or construction regulation or ordinance which increases the hazard insured against under the policy;
    - (4)** any willful or reckless act or omission by an insured increasing the hazard insured against;
    - (5)** omission or concealment of fact relating to an insurance application, rating, claim or coverage under this policy;
    - (6)** failure or refusal of an insured to:
      - (a)** provide information necessary to confirm exposure or determine the policy premium; or
      - (b)** comply with underwriting requirements;
    - (7)** a substantial change in the risk covered by this policy;
    - (8)** loss of reinsurance or substantial decrease in reinsurance;

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

- (9)** the cancellation is for all insureds under such policies for a given class of insureds; or
- (10)** any reason determined by the insurance commissioner.

b. 30 days before the effective date of cancellation if we cancel for any other reason.

All other terms and conditions of the policy remain unchanged.

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

## **MINIMUM EARNED PREMIUM**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
OWNERS CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM  
PRODUCTS COMPLETED OPERATIONS LIABILITY COVERAGE FORM  
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

The following additional policy Condition supersedes any other policy Condition regarding a minimum earned premium for this policy:

### **Policy Premium and Minimum Earned Premium**

1. The Total Policy Premium is the sum of the following:
  - a. the Total Premium as shown on the Common Policy Declarations; plus
  - b. Terrorism Additional Premium; plus
  - c. any premium adjustment by endorsements; plus
  - d. any premium adjustment developed by audit, if applicable.
2. The policy earned premium is the sum of the following:
  - a. the amount of Total Policy Premium as stated in Paragraph 1. above, not designated as fully earned premium at inception or by endorsement, calculated for the policy period that has been earned based on the ratio of the time passed on the policy to the effective date of the policy; plus
  - b. any policy premium that is designated as fully earned premium at inception or by endorsement.
3. Audits that result in a return premium will not reduce the Total Policy Premium as stated in Paragraph 1. above.
4. If the insured cancels this policy and the policy is not subject to premium audit, the return premium will be 90% of the unearned policy premium. In no event, however, as a minimum earned premium, will the Company retain less than 25% of the Total Policy Premium as stated in Paragraph 1. above.
5. If the insured cancels this policy and the policy is subject to premium audit, the earned premium will be determined by the final audit. In no event, however, as a minimum earned premium, will the company retain less than 25% of the Total Policy Premium as stated in Paragraph 1. above.
6. If the company cancels the policy for:
  - a. non-payment of premium;
  - b. any of the reasons stated in a Cancellation endorsement that provide a 10-day notice; or
  - c. any of the reasons stated in an amendatory state specific cancellation endorsement (up to and including a 30-day notice);

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

the earned premium will be computed pro rata based on the length of the cancelled policy term. In no event, however, as a minimum earned premium, will the company retain less than 25% of the Total Policy Premium as stated in Paragraph 1. above.

7. If the company cancels the policy for any reason other than those identified in Paragraph 6. above, the insured will be returned the full amount of the unearned premium computed pro rata based on the length of the cancelled policy term and the minimum earned premium as stated in Paragraphs 3., 4. or 5. above shall not apply.
8. Any unearned premium will be returned as soon as practicable.
9. However, if a policy is a project specific policy where specified locations are designated for coverage and the policy period is in excess of one year, regardless of who initiates cancellation of the policy, the policy premium will have deemed to be fully earned after 12 months of the policy period has passed. For a project specific policy, the policy premium will be deemed fully earned with no return premium to be provided upon cancellation once the project has reached a level of substantial completion following construction or renovation. Substantial completion means the earliest of the following:
  - a. the date of use or occupancy of one or more of the locations of the specified project occurs;
  - b. a temporary or permanent certificate of occupancy has been issued;
  - c. the date of the final inspection of the construction project by the applicable public agency occurs; or
  - d. the final cost of construction is at least 90% of the initial estimated construction cost upon which the estimated advance premium, shown in the Declarations, was based.

All other terms and conditions remain unchanged.



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

## **ANTI-STACKING ENDORSEMENT**

This endorsement modifies insurance provided under all coverage parts attached to this Policy.

Under Limits of Insurance, the following is added:

In the event that coverage is triggered under more than one insurance policy(ies) or coverage part(s) issued to you by us or any company affiliated with us, the maximum Limit of Insurance available under all such policies or coverage parts shall not exceed the highest applicable Per Occurrence or Per Claim Limit of Insurance available under any one such insurance policy or coverage part.

If, however, a claim triggers coverage under only one insurance policy or coverage part issued to you by us or any company affiliated with us, and that Limit of Insurance has been reduced or completely exhausted by the payment of claims, then you shall have no recourse to access the availability Limits of Insurance under any other insurance policy or coverage part issued to you by us or any company affiliated with us.

This condition does not apply to any insurance policy or coverage part issued by us or an affiliated company specifically to apply as excess insurance over this coverage part.

Nothing contained in this endorsement shall be construed to increase the Limits of Insurance of this Policy, which shall in all events be the maximum liability of the Insurer under this Policy.

All other terms and conditions of this Policy remain unchanged.

## EXCLUSION - ASBESTOS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
COMMERCIAL EXCESS LIABILITY COVERAGE FORM  
GARAGE COVERAGE FORM  
INDIVIDUAL POLICE OFFICER PROFESSIONAL LIABILITY COVERAGE PART  
INSURANCE AGENTS AND BROKERS PROFESSIONAL LIABILITY COVERAGE FORM CLAIMS-MADE AND REPORTED  
MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE FORM  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM  
POLICE PROFESSIONAL LIABILITY COVERAGE FORM CLAIMS-MADE  
POLICE PROFESSIONAL LIABILITY COVERAGE FORM OCCURRENCE  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM  
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM  
REAL ESTATE SERVICES PROFESSIONAL LIABILITY COVERAGE FORM

A. With respect to all coverage(s) under this contract, this insurance does not apply to:

### Asbestos

1. any damages, loss, cost or expenses, including any "reduction in value", arising, in whole or in part, out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous property, including the presence of, ingestion of, inhalation of, contact with, existence of or exposure to "asbestos" in any form, or to harmful substances emanating from "asbestos".

Such injury from or exposure to "asbestos" also includes, but is not limited to:

- a. the existence, installation, storage, handling or transportation of "asbestos";
  - b. the removal, abatement or containment of "asbestos" from any structures, materials, goods, products, or manufacturing process;
  - c. the disposal of "asbestos";
  - d. any structures, manufacturing processes, or products containing "asbestos";
  - e. any obligation to share damages with or repay someone else who must pay damages because of such injury or damage; or
  - f. any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above.
2. any damages, loss, cost or expense, including but not limited to, payment for investigation or defense fines, penalties and other costs or expenses, arising out of any:
    - a. claim, "suit", demand, judgment, obligation, order, request or settlement, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, mitigate, treat, detoxify or neutralize, remediate, or dispose of, or in any way respond to, or assess the actual or alleged effects of "asbestos"; or
    - b. claim, or proceeding by or on behalf of a governmental authority or others for any damages, loss, cost or expense because of the testing for, monitoring, cleaning up, removing, containing, mitigating, treating, detoxifying or neutralizing, remediating or

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

disposing of, or in any way responding to or assessing the actual or alleged effects of “asbestos”.

This exclusion shall apply without regard to the source or sources of “asbestos”, or the basis of the insured’s liability. This exclusion applies regardless of who manufactured, produced, installed, used, owned, sold, distributed, handled, stored or controlled the “asbestos”.

**B.** The following definitions have been added to the **DEFINITIONS** section:

1. “Asbestos” means any type or form of asbestos, asbestos fibers, asbestos products or asbestos materials, including its presence or use in any alloy, product, by-product, compound, goods or other material or “waste”.
2. “Reduction in value” means any claim, demand, or “suit” that alleges diminution, impairment, or devaluation of property.

All other terms and conditions of this policy remain unchanged.

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

## **EXCLUSION - LEAD**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
GARAGE COVERAGE FORM  
INDIVIDUAL POLICE OFFICER PROFESSIONAL LIABILITY COVERAGE PART  
INSURANCE AGENTS AND BROKERS PROFESSIONAL LIABILITY COVERAGE FORM  
CLAIMS-MADE AND REPORTED  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM  
POLICE PROFESSIONAL LIABILITY COVERAGE FORM CLAIMS-MADE  
POLICE PROFESSIONAL LIABILITY COVERAGE FROM OCCURRENCE  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM  
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

**A.** With respect to all coverage(s) under this contract, this insurance does not apply to:

### **Lead**

- 1.** any damages, loss, cost or expenses, including any "reduction in value", arising, in whole or in part, out of the actual, alleged, threatened contaminative, pathogenic, toxic or other hazardous property, including the presence of, ingestion of, inhalation of, contact with, existence of or exposure to "lead" in any form, or to harmful substances emanating from "lead".

Such injury from or exposure to "lead" also includes, but is not limited to:

- a.** the existence, installation, storage, handling or transportation of "lead";
  - b.** the removal, abatement or containment of "lead" from any structures, materials, goods, products, or manufacturing process;
  - c.** the disposal of "lead";
  - d.** any structures, manufacturing processes, or products containing "lead";
  - e.** any obligation to share damages with or repay someone else who must pay damages because of such injury or damage; or
  - f.** any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with any of the above.
- 2.** any damages, loss, cost or expense, including but not limited to, payment for investigation or defense, fines, penalties and other costs or expenses, arising out of any:
  - a.** claim, "suit", demand, judgment, obligation, order, request, settlement or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, mitigate, treat, detoxify or neutralize, remediate, or dispose of, or in any way respond to, or assess the actual or alleged effects of "lead"; or
  - b.** claim or proceeding by or on behalf of a governmental authority or others for any damages, loss, cost or expense because of the testing for, monitoring, cleaning up, removing, containing, mitigating, treating, detoxifying or neutralizing, remediating or disposing of, or in any way responding to or assessing the actual or alleged effects of, "lead".

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

This exclusion shall apply regardless to the source of sources of "lead" or the basis of the insured's liability. This exclusion applies regardless of who manufactured, produced, installed, used, owned, sold, distributed, handled, stored or controlled the "lead".

**B.** The following definitions are added to **DEFINITIONS** section:

1. "Lead" means lead, paint containing lead, or any other material or substance containing lead.
2. "Reduction in value" means any claim, demand, or "suit" that alleges diminution, impairment or devaluation of property.

All other terms and conditions of this policy remain unchanged.

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## **SERVICE OF SUIT - COLORADO**

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

It is further agreed that service of process in such suit may be made upon CT Corporation System at 7700 E Arapahoe Road, Suite 220, Centennial, CO 80112 and that in any suit instituted against the Company upon this policy, it will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. Nothing herein shall constitute a selection or designation of forum, or a waiver of any of the Company's rights to select a forum or court, including any of the federal courts of the United States. This includes any right to commence an action in or remove or transfer an action to the United States District Court or any other court of competent jurisdiction, as permitted by law.

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**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM  
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, (the “Act”), you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act*. The term “act of terrorism” means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Coverage under your policy may be affected as follows:

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE ACT, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS’ LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

**Acceptance or Rejection of Terrorism Insurance Coverage**

<input type="checkbox"/>	I hereby elect to purchase terrorism coverage, subject to the limitations of the Act, for acts of terrorism as defined in the Act, for a prospective premium of \$3,172.
<input type="checkbox"/>	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

\_\_\_\_\_  
Policyholder/Applicant’s Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Berkley Assurance Company  
Insurance Company

\_\_\_\_\_  
ver-oi-2\_3qsc7FeTM

\_\_\_\_\_  
Policy Number



## Surplus Lines Tax Filing Information

Named Insured: RE SOLUTIONS, LLC

Policy Number:

It is the broker's responsibility to ensure that Surplus Lines tax is paid to the appropriate jurisdiction.

Please provide the following information regarding the home state and the individual responsible for the collection and remittance of the applicable Surplus Lines taxes and fees.

Home State of the Insured (state where taxes remitted):

Entity or Agent Name under which the taxes were remitted:

Agent or Entity License # under which the taxes were remitted:

Address of Licensee: Street:

City:

State:

Zip:

If **NEW JERSEY** is the **Home State** of the insured, please provide the NJ Surplus Lines Transaction Number below:

**PLEASE MAKE SURE THE SLA NUMBER (FIRST FIVE DIGITS) CORRESPONDS TO THE NJ SURPLUS LINES LICENSE NUMBER AS ISSUED BY THE NEW JERSEY DEPARTMENT OF INSURANCE.**

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Please return completed form to your Underwriter or Underwriting Assistant.

Thank you.