

September 26, 2024

Jessica Staggs
Swingle Collins & Associates
13760 Noel Rd. Ste. 600
Dallas, TX 75240

Re: Insured: Stonefield Homes, LLC
Policy No.: ATN2439280
9/1/2024 to 9/1/2025

Dear Jessica,

Attached are the agency's and insured's copies of the above referenced policy.

This coverage is based upon the information provided. Any changes in the information may affect the premium calculations or the insurer's willingness to provide coverage.

Southwest Risk, LP is not responsible for any liability resulting from the issuance of any unauthorized endorsement or the issuance of an endorsement which has been authorized by the insurer but where the authorized wording has been amended or revised in any way, without the prior written approval of the insurer.

Please be advised that the terms and conditions offered by the insurer may differ significantly from those requested in your submission. We recommend that you read the policy very carefully, particularly sections that make reference to exclusions, special or unusual conditions, warranties and claims notification. If you have any questions, or you determine that the policy does not reflect your requirements, or you identify an error, please notify us in writing immediately.

Thank you for placing your business with Southwest Risk. We appreciate your business and look forward to working with you on future successful endeavors. Please feel free to contact us anytime to discuss an account.

Sincerely,

Shelly McCabe
smccabe@swrisk.com

REFERENCE #:0305412

Attachment A

Named Insured:	Stonefield Homes, LLC
Carrier:	United Specialty Insurance Company
Policy Number:	ATN2439280
Effective Date:	9/1/2024-9/1/2025
Premium:	\$59,000.00
Total Fees:	\$1,825.00
Surplus Lines Tax:	\$2,950.01
Stamping Office Fee	\$24.33
Total:	\$63,799.34

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium.

Southwest Risk LP
8144 Walnut Hill Lane, Suite 1400
Dallas, TX 75231



CLAIMS NOTICE

Dear Policyholder:

We are pleased to enclose your policy as quoted and bound with United Specialty Insurance Company through our underwriting agency, Venture Underwriters, LLC. Please review it carefully.

In the event of a claim that may be covered under this policy, please forward all information to:

National Claims Services, LLC
Northridge Center 1
Attention: Venture Claims Manager
365 Northridge Road, Suite 250
Atlanta, GA 30350

Phone: (800) 424-0132
Fax: (770) 670-4070
Email: ereport@natlclaim.com

Please contact your broker with any questions, comments or concerns.

Venture Underwriters, LLC

Northridge Center 1 ♦ 365 Northridge Rd., Suite 250 ♦ Atlanta, GA 30350

COMMON POLICY DECLARATIONS

POLICY NO.: ATN2439280

Renewal of: ATN2326840

United Specialty Insurance Company
Fort Worth, Texas

VENTURE UNDERWRITERS, LLC
Northridge Center 1
365 Northridge Road- Ste 250
Atlanta, GA 30350

NAMED INSURED: Stonefield Homes, LLC

MAILING ADDRESS: 5001 LBJ Freeway, Suite 850
Dallas, TX 75224

POLICY PERIOD: **FROM:** 9/1/2024 **TO** 9/1/2025
AT 12:01 A.M. Standard Time at your mailing address shown above.

BUSINESS DESCRIPTION: HOME BUILDER

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

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. WHERE NO PREMIUM IS SHOWN, THERE IS NO COVERAGE. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Coverage Part (s)	Form No. and Edition Date	Premium
Commercial General Liability Coverage Part	CG 00 01 12 07	\$59,000
Terrorism Coverage (TRIA)		Rejected
Policy Fee		\$1,000
Inspection Fee		\$300
M&D Premium		Total
Minimum Earned Premium 25% of the original premium		\$60,300

Forms and endorsements applicable to all Coverage Parts:

*****SEE SCHEDULE OF FORMS AND ATTACHED ENDORSEMENTS*****

COUNTERSIGNED: 9/26/2024

DATE

By

AUTHORIZED REPRESENTATIVE

United Specialty Insurance Company
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
DECLARATIONS

POLICY NO.: ATN2439280

NAMED INSURED: Stonefield Homes, LLC

LIMITS OF INSURANCE

General Aggregate Limit (other than Products/Completed Operations)	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Damage to Premises Rented to You	\$100,000
Medical Expense Limit	\$5,000

LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:

As on file with the company

FORM OF BUSINESS

☐ Individual ☐ Partnership ☐ Corporation
☐ Joint Venture ☒ LLC ☐ Non-Profit ☐ Other

THIS IS AN OCCURRENCE ☒ / CLAIMS MADE ☐ POLICY.

If this is a claims made policy, Coverage A of this insurance does not apply to “Bodily Injury” or “Property Damage” which occurs before the retroactive date shown here:

PREMIUM					
CLASSIFICATION		*Premium Basis	Rate	Description	Premium
91583 - Contrctrs-sub work connctn w/bldg constrtn,recons,repr,erctn-1,2 family dwelling	(r)	\$13,000,000.00	\$4.54	Per \$1,000 Gross Receipts - Primary	\$59,000.00
91583 - Contrctrs-sub work connctn w/bldg constrtn,recons,repr,erctn-1,2 family dwelling	(r)	If Any	\$4.08	Per \$1,000 Gross Receipts in Excess of \$13,000,000	If Any
<p>*(a) Area, (c) Total cost, (m) Admission, (s) Gross sales, (u) Units, (r) Receipts, (p) Payroll, (o) Other</p> <p>FORMS AND ENDORSEMENTS (other than applicable forms and endorsements shown elsewhere in the policy)</p> <p>Forms and endorsements applying to this Coverage Part and made part of this policy at time of issue:</p> <p>SEE SCHEDULE OF FORMS AND ENDORSEMENTS</p>					

United Specialty Insurance Company

SCHEDULE OF FORMS AND ENDORSEMENTS

Forms and endorsements applying to the Coverage Parts listed below and made a part of this policy at the time of issue:

POLICY NO.: ATN2439280

EFFECTIVE DATE 9/1/2024 - 9/1/2025

At 12.01 A. M. Standard Time

NAMED INSURED: Stonefield Homes, LLC

Forms Applicable:

CLAIMS NOTICE

VEN D1 (04/07) - COMMON POLICY DECLARATIONS

VEN D2 (04/07) - Commercial General Liability Coverage Form DECLARATIONS

VEN D3 (04/07) - SCHEDULE OF FORMS AND ENDORSEMENTS

CG 00 01 (12/07) - COMMERCIAL GENERAL LIABILITY COVERAGE FORM

CG 00 67 (03/05) - EXCLUSION - VIOLATION OF STATUTES THAT GOVERN EMAILS, FAX, PHONE CALLS OR OTHER METHODS OF SENDING MATERIAL OR INFORMATION

CG 20 10 (07/04) - ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

CG 20 11 (04/13) - ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

CG 20 12 (04/13) - ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS

CG 20 34 (07/04) - ADDITIONAL INSURED - LEASOR OF LEASED EQUIPMENT - AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU

CG 20 37 (07/04) - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

CG 21 07 (05/14) - EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - LIMITED LIABILITY EXCEPTION NOT INCLUDED

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

CG 21 86 (12/04) - EXCLUSION - EXTERIOR INSULATION and FINISH SYSTEMS

CG 21 90 (01/06) - EXCLUSION of TERRORISM

CG 24 04 (05/09) - WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

CG 24 26 (07/04) - AMENDMENT of INSURED CONTRACT DEFINITION

IL 00 17 (11/98) - COMMON POLICY CONDITIONS

IL 00 21 (09/08) - NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

IL P 001 (01/04) - U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

VEN 001 00 (05/18) - ABSOLUTE ASBESTOS AND LEAD EXCLUSION

VEN 008 00 (02/20) - COMMERCIAL GENERAL LIABILITY AMENDMENT TO INSURING AGREEMENT and ADDITIONAL EXCLUSIONS AND DEFINITIONS ENDORSEMENT

VEN 013 00 (05/18) - COMPOSITE RATE ENDORSEMENT

VEN 014 01 (02/20) - CONDOMINIUM AND TOWNHOME EXCLUSION

VEN 024 03 (06/23) - DEDUCTIBLE ENDORSEMENT (MEDICAL PAYMENTS INCLUDED)

VEN 026 00 (02/20) - EXCLUSION for COMMUNICABLE DISEASE, SEXUAL ACTION, and SEXUAL HARASSMENT

United Specialty Insurance Company

SCHEDULE OF FORMS AND ENDORSEMENTS

Forms and endorsements applying to the Coverage Parts listed below and made a part of this policy at the time of issue:

POLICY NO.: ATN2439280

EFFECTIVE DATE 9/1/2024 - 9/1/2025

At 12.01 A. M. Standard Time

NAMED INSURED: Stonefield Homes, LLC

Forms Applicable:

VEN 044 00 (01/15) - MINIMUM AND DEPOSIT PREMIUM ENDORSEMENT
VEN 047 00 (01/15) - NEW YORK OPERATIONS EXCLUSION
VEN 049 00 (02/20) - OTHER INSURANCE AMENDATORY ENDORSEMENT
VEN 051 00 (02/20) - PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT
VEN 053 00 (02/20) - PROFESSIONAL LIABILITY EXCLUSION
VEN 059 01 (02/20) - SERVICE OF SUIT ENDORSEMENT
VEN 062 06 (02/20) - CONTRACTORS WARRANTY AND CONDITIONS ENDORSEMENT
VEN 064 00 (04/22) - THIRD PARTY CANCELLATION NOTICE ENDORSEMENT
VEN 069 02 (04/22) - WRAP UP and PROJECT POLICY EXCLUSION (Limited Off-Site Exception)
VEN 079 01 (03/18) - POLICY LIMITATION - TOTAL AGGREGATE LIMIT FOR ALL CONSTRUCTION PROJECTS
VEN 087 00 (05/19) - USE OF EXTRINSIC EVIDENCE FOR DUTY TO DEFEND
VEN 089 01 (02/20) - FUNGI OR BACTERIA EXCLUSION
VEN 100 00 (04/22) - EXCLUSION FOR WORK PERFORMED FOR AND PRODUCTS OR EQUIPMENT PROVIDED TO ELECTRICAL-RELATED PUBLIC UTILITIES
VEN 105 00 (02/20) - PREMIUM BASIS
VEN 107 00 (02/20) - PREMIUM AUDIT ENDORSEMENT
VEN 108 00 (07/20) - EXCLUSION FOR RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL, and/or ELECTROMAGNETIC LIABILITY
VEN 109 00 (04/22) - TRADE OR ECONOMIC SANCTIONS EXCLUSION (USIC)
VEN TX 02 (07/23) - TEXAS MANDATORY NOTICE
VEN TX 01 (07/23) - Texas Mandatory Notice
VEN TX 01 (01/15) - Texas Mandatory Notice

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

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

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

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

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

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

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

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

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

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

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

c. Liquor Liability

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

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

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

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

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

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

f. Pollution

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

- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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

g. Aircraft, Auto Or Watercraft

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

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

This exclusion does not apply to:

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

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

h. Mobile Equipment

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

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

i. War

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

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

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

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

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

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

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

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

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

k. Damage To Your Product

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

l. Damage To Your Work

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

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

m. Damage To Impaired Property Or Property Not Physically Injured

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

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

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

n. Recall Of Products, Work Or Impaired Property

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

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

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

o. Personal And Advertising Injury

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

p. Electronic Data

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

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

q. Distribution Of Material In Violation Of Statutes

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

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

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

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

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

- (1)** The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and
- (2)** Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

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

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

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

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

b. Material Published With Knowledge Of Falsity

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

c. Material Published Prior To Policy Period

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

d. Criminal Acts

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

e. Contractual Liability

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

f. Breach Of Contract

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

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

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

h. Wrong Description Of Prices

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

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

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

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

j. Insureds In Media And Internet Type Businesses

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

- (1)** Advertising, broadcasting, publishing or telecasting;
- (2)** Designing or determining content of 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. Distribution Of Material In Violation Of Statutes

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

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

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

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

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

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

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

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

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

c. Injury On Normally Occupied Premises

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

d. Workers Compensation And Similar Laws

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

e. Athletics Activities

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

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

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

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

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

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

These payments will not reduce the limits of insurance.

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

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and

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

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

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

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by
you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

SECTION III – LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
- 2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage **B**.

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

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

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

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

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

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

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

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

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

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

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

3. Legal Action Against Us

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

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

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

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

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

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

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

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

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

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

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

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

c. Method Of Sharing

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

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

5. Premium Audit

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

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

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

6. Representations

By accepting this policy, you agree:

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

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

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

7. Separation Of Insureds

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

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

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

9. When We Do Not Renew

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

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

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

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

2. "Auto" means:

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

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

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

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

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

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

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

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

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

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

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

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, 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 in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- 13.** "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 14.** "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a.** False arrest, detention or imprisonment;
 - b.** Malicious prosecution;
 - c.** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d.** Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e.** Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f.** The use of another's advertising idea in your "advertisement"; or
 - g.** Infringing upon another's copyright, trade dress or slogan in your "advertisement".

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

16. "Products-completed operations hazard":

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

- (1)** Products that are still in your physical possession; or
- (2)** Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a)** When all of the work called for in your contract has been completed.
 - (b)** When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c)** When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

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

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

17. "Property damage" means:

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

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

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

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

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

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

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

21. "Your product":

a. Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

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

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

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

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

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

b. Includes:

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – VIOLATION OF STATUTES THAT GOVERN
E-MAILS, FAX, PHONE CALLS OR OTHER METHODS OF
SENDING MATERIAL OR INFORMATION**

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:

**DISTRIBUTION OF MATERIAL IN
VIOLATION OF STATUTES**

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

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

- 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:

**DISTRIBUTION OF MATERIAL IN
VIOLATION OF STATUTES**

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

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

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
As Required By Written Contract With The Named Insured, Fully Executed Prior To The Named Insured's Work	As Required By Written Contract With The Named Insured, Fully Executed Prior To The Named Insured's Work
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You): As Required By Written Contract With The Named Insured, Fully Executed Prior To The Named Insured's Work
Name Of Person(s) Or Organization(s) (Additional Insured): As Required By Written Contract With The Named Insured, Fully Executed Prior To The Named Insured's Work
Additional Premium: \$ Included
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 arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) 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. 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 shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

As Required By Written Contract With The Named Insured, Fully Executed Prior To The Named Insured's Work

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 any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. 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.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

- 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 shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – LESSOR OF LEASED
EQUIPMENT – AUTOMATIC STATUS WHEN
REQUIRED IN LEASE AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Who Is An Insured (Section II) is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
As Required By Written Contract With The Named Insured, Fully Executed Prior To The Named Insured's Work	As Required By Written Contract With The Named Insured, Fully Executed Prior To The Named Insured's Work
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ACCESS OR DISCLOSURE OF
CONFIDENTIAL OR PERSONAL INFORMATION AND
DATA-RELATED LIABILITY – LIMITED BODILY INJURY
EXCEPTION NOT INCLUDED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.p. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:**

2. Exclusions

This insurance does not apply to:

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

Damages arising out of:

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

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

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

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

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

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

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

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.

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 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 definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:
 - a. That involve the following or preparation for the following:
 - (1) Use or threat of force or violence; or
 - (2) Commission or threat of a dangerous act; or
 - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - b. When one or both of the following applies:
 - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
2. "Any injury or damage" means any injury or damage covered under any Coverage Part or Policy 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 or Policy.

B. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or

5. The total of insured damage to all types of property exceeds \$25,000,000. 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
6. 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.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs **B.5.** or **B.6.** are exceeded.

With respect to this Exclusion, Paragraphs **B.5.** and **B.6.** describe the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Part or Policy.

In the event of any incident of "terrorism" that is not subject to this Exclusion, coverage does not apply to "any injury or damage" that is otherwise excluded under this Coverage Part or Policy.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

As Required By Written Contract With The Named Insured, Fully Executed Prior To The Named Insured's Work

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph **9.** of the **Definitions** Section is replaced by the following:

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, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. 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.

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.

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.

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 001 00 (05/18)

ABSOLUTE ASBESTOS AND LEAD EXCLUSION

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to **SECTION 1 - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**, Paragraph 2. Exclusions and **SECTION 1 – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, Paragraph 2. Exclusions of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**;

“Bodily injury”, “property damage”, or “personal and advertising injury” arising out of the mining, manufacture, handling, use, ingestion, inhalation, absorption, distribution, sale, existence, abatement, “enclosure”, “encapsulation” or removal of “asbestos” or “lead” in any form.

We have no duty to defend you or to investigate any “occurrence”, “offense” or “suit” against you, which arises out of “asbestos”, or “lead” in any form. If you investigate or defend any such “occurrence”, “offense” or “suit”, we have no duty to pay the expenses of the investigation or defense, nor do we have any duty to reimburse you.

Any loss, cost or expense arising out of any request, demand or order 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 asbestos or lead; or

Any loss, cost or expense arising out of any claim or suit 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 asbestos or lead.

A. SECTION V. – DEFINITIONS is amended to add the following additional definitions:

1. “Asbestos” means naturally occurring hydrated fibrous mineral silicates that possess a unique crystalline structure and are incombustible in air, including chrysotile, amosite, crocidolite, tremolite, anthophyllite, actinolite, and any material which contains “asbestos”.
2. “Encapsulant” means a substance applied directly to the surface of a material or substance to prevent the discharge, dispersal, release or escape of any part of that material or substance, either by creating a membrane over the surface or by penetrating the material or substance and binding its components together.
3. “Encapsulation” means the coating of the surface of a material or substance with an “encapsulant” to prevent the discharge, dispersal, release or escape of any part of that material or substance.
4. “Enclosure” means those procedures and operations (excluding “encapsulation”) required to construct an airtight, impermeable wall, ceiling or other permanent barrier around the surface of a material or substance to prevent the discharge, dispersal, release or escape of any part of that material or substance.
5. “Lead” means the heavy, soft, solid and naturally occurring metallic element used in paints, pipes, solder, pottery, and batteries, as well as in any other substance containing “lead”.

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

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 008 00 (02/20)

COMMERCIAL GENERAL LIABILITY
AMENDMENT TO INSURING AGREEMENT and
ADDITIONAL EXCLUSIONS AND DEFINITIONS
ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. **SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** is amended to add the following exclusion to paragraph 2.

"Personal and advertising injury" to an "employee" of the insured which arises out of or is in the course of their employment by the insured.

- B. **SECTION III - LIMITS OF INSURANCE** is amended to add the following to paragraph 5.:

The Each Occurrence Limit is the most we will pay regardless of the number of primary liability policies issued to any insured by us which may apply to the same "occurrence", claim, or suit.

- C. The following exclusions are added as **Additional Exclusions** applicable to **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY AND COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY**:

This insurance does not apply to, and we shall have no duty to investigate or defend any insured in connection with any liability, claim, or "suit" for:

1. **Punitive or Exemplary Damage, Fines, and Penalties:**

Exemplary or punitive damages, fines or penalties, based upon, arising out of, or imposed by or under any law, statute, or ordinance of any federal, state or municipal government agency, or any other types of

fines, penalties, punitive damages, exemplary damages, treble damages, or the multiplication of compensatory damages, of any nature. We will not have an obligation to pay for any costs, interests or damages attributable to punitive or exemplary damages, or any fines or penalties of any nature under any statute, rule, or order of a court.

This exclusion does not apply to the extent that the foregoing is expressly prohibited by state law or insurance department regulation.

2. **Abuse or Molestation**

"Bodily injury", "property damage" or "personal and advertising injury" arising out of:

- a. The actual, alleged or threatened abuse, harassment or molestation, whether physical, sexual or emotional, by anyone of any person while in the care, custody or control of any insured, or
- b. The negligent:
- (1) Employment;
 - (2) Investigation;
 - (3) Supervision;
 - (4) Reporting to the proper authorities, or failure to so report; or
 - (5) Retention;
- of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph 3.a. above.

3. Pre-Existing Injury or Damage

a. "Bodily injury", "property damage" or "personal and advertising injury", whether known or unknown to any insured:

(1) which first occurred prior to the inception date of this policy or the retroactive date of this policy, if any; or

(2) which is, or is alleged to be, in the process of occurring as of the inception of this policy or the retroactive date of this policy, if any; even if the "occurrence" continues during this policy period.

b. This exclusion shall apply whether or not any insured's legal obligation to pay damages in respect of such damage, defect, deficiency, inadequacy or dangerous condition was established before the inception date of this policy.

c. Any incidents or occurrences arising out of actual or alleged "bodily injury", "property damage" or "personal and advertising injury" which are in the process of settlement, adjustment or "suit" as of the inception of this policy or the retroactive date of this policy, if any.

4. Operations Covered by a Project Policy

"Bodily Injury", "property damage", or "personal and advertising injury" arising out of "your work" when other liability insurance covers you for "your work" arising out of a specific project or operations at a location designated in the other liability insurance policy. This exclusion applies whether or not the other insurance has limits adequate to cover all claims or remains in effect, and whether or not all of "your work" in connection with the project or development is covered under the project-specific policy.

5. Athletic Activities

"Bodily injury", "property damage", or "personal and advertising injury" to any person or organization while practicing for or participating in

any contest or exhibition of an athletic or sports nature. This exclusion includes but is not limited to injury or damage to any person or organization while rehearsing, practicing, instructing, or in any way participating in physical exercises or games, sports, or athletic contests or exhibitions.

6. Cross Suits

"Bodily injury", "property damage", or "personal and advertising injury" arising from claims or "suits" brought by:

a. One Named Insured against another Named Insured;

b. Any parent company, parent corporation, or holding company that owns any interest in any Named Insured, or any subsidiary company or subsidiary corporation which owns any interest in any Named Insured;

c. Any other company or corporation of which any interest is owned by any of the entities described in a. or b. above;

d. Any division or department of any of the entities described in a., b., or c. above;

e. Any officer, director, or employee of any of the entities described in a., b., c., or d. above.

7. Silica, Silica Dust Or Mixed Dust

a. (1) "bodily injury", "property damage" or "personal and advertising injury" arising out of the inhalation, ingestion, physical exposure to, absorption of dust, silica, silica dust, concrete dust, plaster dust, or "mixed dust" in any form, or from any goods, products or structures containing silica, silica dust, concrete, plaster, or "mixed dust" in any form; or

(2) "property damage", loss or use, or devaluation of property arising from any form of silica, silica dust, concrete dust, plaster dust, or "mixed dust", in any form, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to any such "bodily injury", "property damage" or "personal and advertising injury".

b. any loss, cost or expenses arising out of

(1) the existence of silica, silica dust, concrete dust, plaster dust or "mixed dust", in any form, in any occupancy, structure or construction; or

- (2) goods, products or structures containing silica, silica dust, concrete dust, plaster dust or "mixed dust", in any form;

c. any loss, cost or expenses arising out of:

- (1) the manufacture, sale, transportation, distribution, use, installation handling or storage of silica, silica dust, concrete dust, plaster dust or "mixed dust", in any form; or
- (2) 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, silica dust, concrete dust, plaster dust or "mixed dust", in any form; or
- (3) any supervision, instructions, recommendations, requests, warnings or advice given or which should have been given in relation to silica, silica dust, concrete dust, plaster dust or "mixed dust", in any form, by any insured or by any other person or entity.

"Mixed dust" includes any dust particles from quartz, granite or other rock, metallic or fibrous minerals, metals, wood, concrete and/or plaster.

8. Imported Drywall Materials

"Bodily Injury", "property damage" or "personal and advertising injury" arising out of, caused by, related or attributable to, in whole or in part, drywall, plasterboard, sheetrock, gypsum board, or any materials used in the manufacture of drywall, plasterboard, sheetrock, gypsum board or any other materials used in the construction of interior walls, that were manufactured in, originated or exported from, or incorporate any component parts or materials made in, originated or exported from, any country other than the United States, Canada, or the countries of Europe.

9. Misrepresentation or Omission in Application.

This policy does not apply to, any claim, "occurrence", "suit", or offense that would otherwise be covered but for a misrepresentation or omission in an application for insurance by the insured.

By accepting this policy, you agree:

- a. The statements in the application are your representations, that they shall be deemed material and that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between you and the Company. Any concealed, undisclosed, or misrepresented information would have had an effect on the terms, conditions, exclusions, endorsements, premium, overall risk eligibility, or issuance of the policy, had such information been known to us or any of our agents or representatives at the time the insured initially applied for or renewed this policy.
- b. The application submitted to us or any of our agents for insurance, including all statements and representations contained therein, is incorporated herein and made part of the policy.
- c. If, prior to the inception date, any insured has knowledge of any fact, circumstance, or situation reasonably indicating the probability of a claim, "suit," "occurrence," offense, or other action for which coverage may be afforded by this insurance, any coverage for any liability related to any damage or injury arising or alleged to arise therefrom shall be excluded from coverage under this policy

10. Repair of Non-Defective Work

"Property damage" included within the "repair of defective work hazard."

11. Site Containment

"Bodily Injury", "property damage" or "personal and advertising injury" arising out of, related to, or attributable to, in whole or in part, runoff or escape of water, silt, soil, or other debris or materials from any job site or property of any insured onto or into property that is not part of job site or property that is the subject of the insured's work, caused by any precipitation or other weather event, including but not limited to any actual or alleged failure to adequately maintain site containment or to otherwise protect against or prevent the runoff or escape of water, silt, soil, or other debris/materials from any worksite of any insured.

D. SECTION V - DEFINITIONS is amended as follows:

- 1. Paragraph 5. Is deleted in its entirety and replaced by the following:

"Employee" includes a "leased worker" and a "temporary worker".

2. Paragraph 19. is deleted in its entirety and replaced by the following:

"Temporary worker" means a person who is furnished to or employed by you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions. "Temporary worker" includes casual labor.

3. "Repair of defective work hazard" includes any and all costs or expenses incurred by you, at your direction, or by any other person or organization, to remove or replace "your work" that is not defective, deficient, inadequate, or dangerous, in order to repair damage or replace "your work" that is defective, deficient, inadequate, or dangerous.

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

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 013 00 (05/18)

COMPOSITE RATE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This policy is adjustable at a rate of **\$4.54** **Per \$1,000 Gross Receipts**
of exposure based on:

☐ Acreage ☐ Area ☐ Construction costs ☒ Gross receipts
☐ Payroll ☐ Subcosts ☐ Units ☐ Other: _____

Estimated exposure for the policy period at policy inception: **\$13,000,000.00**

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

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 014 01 (02/20)

CONDOMINIUM AND TOWNHOME EXCLUSION

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following exclusion is added to **SECTION 1 - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**, Paragraph **2. Exclusions** and **SECTION 1 – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, Paragraph **2. Exclusions** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**;

Condominiums and Townhomes

This insurance does not apply to, and the Company shall have no obligation to provide indemnity or defense to any insured for, any claim or "suit" for any "bodily injury, "property damage," or "personal and advertising injury," arising from any work or operations performed by you, or any contractors or subcontractors working directly or indirectly on your behalf, involving, related to, or performed on or about the premises of:

- a.** Any "Condominiums or Townhomes" project, including any structure or area contained therein; and
- b.** Any location which has been or becomes converted, at any time, into "Condominiums or Townhomes," regardless of whether:
 - (1) Any insured had involvement in the conversion;
 - (2) Any insured had knowledge of the conversion; or
 - (3) The conversion is prior to or subsequent to any insured's work at the location.

This exclusion does not apply if:

- a.** Your work or operations, or others working on your behalf in connection with the project:
 - (1) consists only of non-structural interior remodeling or repair of existing individual condominium or townhouse units; and
 - (2) was performed for the individual unit owner;

or

- b. Your work or operations, or others working on your behalf in connection with the project, is or was limited to only to maintenance, service, or non-structural remodeling or repair of common areas of a completed and occupied "Condominiums or Townhomes" project.

B. The following is added to Section V – DEFINITIONS, of the COMMERCIAL GENERAL LIABILITY COVERAGE FORM:

“Condominiums or Townhomes” as used herein means any residential or commercial project, or real estate, of which any portion is designated, designed, or intended for occupancy in whole or in part by any person, persons, or organizations with separate ownership and the remainder of which is designated for common ownership by the owners of those portions, and where the undivided interests in the common elements are vested in the unit owners.

All other terms, conditions, and exclusions under the policy remain unchanged.

UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 024 03 (06/23)

**DEDUCTIBLE ENDORSEMENT
(MEDICAL PAYMENTS INCLUDED)**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**, is amended to include the following:

**DEDUCTIBLE SCHEDULE A
(CGL Coverages A and B)**

\$ \$5,000 Per Occurrence

**DEDUCTIBLE SCHEDULE B
(CGL Coverage C- Medical Payments)**

\$ 5,000 Per Claimant

Deductible(s):

- A. DEDUCTIBLE SCHEDULE A** - Our obligation under this policy to pay damages on your behalf under Coverage A and B combined of the Commercial General Liability Coverage Form, applies only to amounts in excess of the Deductible shown in Deductible Schedule A above.
- B. DEDUCTIBLE SCHEDULE B** - Our obligation under this policy to pay damages on your behalf under Coverage C of the Commercial General Liability Coverage Form, applies only to amounts in excess of the Deductible shown in Deductible Schedule B above.
- C.** For deductibles in Deductible Schedule A, we shall select a Deductible amount on either a "Per Claim or Suit" or a "Per Occurrence" basis. Your Deductible applies to the coverage option and to the basis of the Deductible indicated by the placement of the Deductible amount in Deductible Schedule A above. The Deductible amount stated in the Schedule above applies as follows:
1. **PER CLAIM BASIS.** If the Deductible amount indicated in Deductible Schedule A above is on a "Per Claim" basis, the Deductible applies to "bodily injury", "property damage", and/or "personal and advertising injury" under Coverage A and B combined, to all damages sustained by any one person or organization in any one "suit" (as defined in the policy) because of:
 - (a) "Bodily injury";
 - (b) "Property damage";
 - (c) "Personal or Advertising Injury"; or
 - (d) "Bodily Injury," "Property Damage" and "Personal and Advertising Injury" combined as a result of any one "occurrence."

If damages are claimed for care, loss of services, or death, arising from or 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 damages" and "personal and advertising injury", a person includes an organization.

2. **PER OCCURRENCE BASIS.** If the Deductible amount indicated in Schedule A above is on a "Per Occurrence" basis, the Deductible amount applies to "bodily injury", "property damage", and/or "personal and advertising injury", combined, to all damages because of:

- (a) "Bodily injury";
- (b) "Property damage";
- (c) "Personal and Advertising Injury"; or
- (d) "Bodily Injury," "Property Damage" and "Personal and Advertising Injury" combined

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

3. If the Deductible applies in the aggregate, the Insured shall be responsible for and pay all damages, either on a "Per Claim" or a "Per Occurrence" basis as applicable, up to the aggregate Deductible.
4. Multiple Deductibles may apply. A separate deductible applies for each "suit," brought against any insured, regardless of the number of "suits" brought against an insured that may arise from the same "occurrence," and a separate deductible applies to each "claim" asserted against any insured regardless of the number of claims that may be asserted in any single "suit."

D. Supplementary Payments are included within the Deductible(s) described in Deductible Schedule A.

E. Payment of Deductible(s):

Deductible payments shall be paid by the Named Insured and received by us within thirty (30) calendar days from the date we request, in writing, such payment from the Insured. Amounts paid by others, such as other insurance carriers and/or other insureds pursuant to other policies, do not apply to satisfy the Deductible(s) under this policy. Moreover, the Named Insured's payment of the applicable Deductible(s) under any other potentially implicated policy does not satisfy the Deductible(s) under this policy. If the Named Insured does not make such payment and we do not receive such amount in that period of time, we have the right to cancel this policy.

F. All amounts paid within the Deductible(s) under Coverage A or Coverage B are inclusive of, and shall act to reduce the LIMITS OF INSURANCE as stated in the Declarations.

G. 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.

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

Applies to Pulte Only

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

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 026 00 (02/20)

EXCLUSION for COMMUNICABLE DISEASE, SEXUAL ACTION, and SEXUAL HARASSMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to **SECTION 1 - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**, Paragraph 2. Exclusions, and **SECTION 1 – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, Paragraph 2. Exclusions:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the:

- a. Transmission, actual or alleged, of any "communicable disease"; or
- b. Any actual or alleged "sexual action," or any actual or alleged sexual harassment of any nature.
- c. This exclusion applies:
 - (1) whether or not the actual or alleged damages or injury are caused by any insured or any other person;
 - (2) whether or not the actual or alleged damages or injury took place at any premises owned or occupied by any insured; and
 - (3) regardless of the alleged theory of liability or the intent of any party, including but not limited to:
 - (i) Negligent hiring, placement, training, or supervision; or
 - (ii) Any act, error or omission relating to negligent maintenance of premises where the insured allegedly knew or should have known that exposure to any "communicable disease" or "sexual action" could occur including, but not limited to, the alleged failure to provide adequate protection or security, of any nature against the same; and
 - (iii) Any actual or alleged failure to perform services which were either intended to, or assumed to, prevent any "communicable disease," their transmission to others, or any unwanted sexual action.
- d. This exclusion also applies to any:
 - (1) "Claim" or "suit" brought by any other person, firm or organization asserting rights derived from, contingent upon, or arising out of a "communicable disease" or "sexual action" and specifically excludes from coverage, "claims" or "suits" for:

- (i) Emotional distress;
 - (ii) Loss of society, service, consortium or income;
 - (iii) Reimbursement for expenses including, but not limited to, medical expenses, hospital expenses, or wages, paid or incurred, by such other person, firm or organization; or
 - (iv) Legal expenses, costs or fees associated with any claim or "suit".
- (2) Any obligation to share damages with or repay someone who must pay damages because of the injury or damage; and
- (3) Any loss, cost or expense arising out of any:
 - (i) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, treat, or in any way respond to, or assess the effects of any "communicable disease"; or
 - (ii) "Claim" or "suit" by or on behalf of any authority, governmental or otherwise, for damages because of testing for, monitoring, treating, or in any way responding to, or assessing the effects of any "communicable disease."

2. SECTION V – DEFINITIONS is amended as follows.

"Communicable disease" includes any infectious or contagious disease transmissible by direct contact with an affected individual or the individual's discharges, or by indirect means, including but not limited to breathing in an airborne virus, contamination of food or water, or by being bitten or stung by an insect.

"Sexual action" includes but is not limited to any verbal or nonverbal communication or behavior, physical contact of any nature, and/or any conduct with sexual connotations or purposes, whether for sexual gratification, discrimination, intimidation, coercion or other purpose, regardless of whether such action is alleged to be intentional or negligent.

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 044 00 (01/15)

MINIMUM AND DEPOSIT PREMIUM ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Item b. of the Premium Audit Condition under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced as follows:

The minimum and deposit premium shown on the declarations page of this policy is the advance premium for the full policy term applicable to this policy.

At the close of each audit period, we will compute the earned premium for that period. Audit premiums are due and payable to us on notice to the first Named Insured. If the audit premium is less than the minimum and deposit premium, the minimum and deposit premium will apply, with no return to you.

For purposes of this policy, the terms advance premium, audit premium, earned premium, and minimum premium are defined as follows:

Advance Premium – The premium that is stated in the policy declarations and payable in full by the first Named Insured at the inception of the policy.

Audit Premium – The premium that is developed by calculating the difference between the advance premium and the earned premium.

Earned Premium – The premium that is developed by applying the rate(s) scheduled in the policy to the actual premium basis for the policy period.

Minimum Premium – The lowest premium for which this insurance will be written for the policy period.

MINIMUM EARNED PREMIUM

Paragraph 5. Of the CANCELLATION Condition contained in the COMMON POLICY CONDITIONS is deleted in its entirety and replaced with the following:

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 will reflect either a 25% Minimum Earned Premium or a Short Rate charge, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

Minimum and Advance Premium: \$59,000

Minimum Earned Premium: **25%** of the Minimum and Advanced Premium or \$14,750

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 047 00 (01/15)

NEW YORK OPERATIONS EXCLUSION

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:

Schedule

ANY CONSTRUCTION WORK PERFORMED IN THE STATE OF NEW YORK

This insurance does not apply to “bodily injury” or “property damage” arising out of the 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 others.

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

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 049 00 (02/20)

OTHER INSURANCE AMENDATORY ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other Insurance, is amended as follows:

Paragraph **a. Primary Insurance**, Paragraph **b. Excess Insurance**, and Paragraph **c. Method of Sharing**, are **deleted** in their entirety and **replaced** by the following:

- a.** This insurance is primary, except when **b.** below applies.
- b.** This insurance is excess over any other insurance that is valid and collectible insurance available to any Named Insured or any Additional Insured whether such insurance is primary, excess, contingent or on any other basis and regardless of the nature, type, date of issuance or limits of such other insurance available to any Named Insured or any Additional Insured. Our obligation to defend and indemnify any Named Insured or any Additional Insured under this policy shall not arise until the limits of such other insurance are exhausted.
- c.** As a condition precedent to our obligations to provide or to continue to provide indemnity, coverage, or defense hereunder, each insured, upon receipt of notice of any "suit", incident, or "occurrence" that may give rise to a "suit," must first request indemnity, coverage, or defense, in writing, from all other potentially implicated carriers. The insured waives any right it may have to demand that we provide indemnity, coverage, or defense to the insured without providing proof of such written tender or tenders. The insured waives any rights it may have to a targeted tender or any other right to select us as the insurer to provide indemnity, coverage or defense.

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

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 051 00 (02/20)

PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** of the **COMMERCIAL GENERAL LIABILITY COVERAGE PART**, and supersedes any provision to the contrary:

Primary and Non-Contributory Insurance

Any coverage provided to an Additional Insured under this policy shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless:

- a. (1)** The Additional Insured is a Named Insured under such other insurance;
- and
- (2)** A fully written contract fully executed prior to the Named Insured's commencement of work for such Additional Insured for the specific project that is the subject of the claim, "suit," or "occurrence" expressly requires that this insurance:
- (i)** apply on a primary and non-contributory basis;
 - and
 - (ii)** would not seek contribution from any other insurance available to the additional insured.
- or
- b.** Prior to a loss, you request in writing and we agree in writing that this insurance shall apply on a primary and non-contributory basis.

Name Of Person(s) Or Organization(s)
As Required By Written Contract With The Named Insured, Fully Executed Prior To The Named Insured's Work

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

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 053 00 (02/20)

PROFESSIONAL LIABILITY EXCLUSION

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, and COVERAGE B PERSONAL AND ADVERTISING INJURY, 2. Exclusions, are amended to include the following exclusion:

A. 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, for or on behalf of any insured.

B. **SECTION V - DEFINITIONS**, is amended to add the following:

1. “Professional services” means:

- a. The preparing, approving, recommending or failing to prepare, approve or recommend maps, drawings, opinions, reports, surveys, change orders, designs, specifications, hazard assessment plans, response actions, abatement methods or products, air monitoring plans, or insurance requirements.
- b. Supervisory, inspection, training or engineering services; or,
- c. Commercial or industrial hygiene, air monitoring, testing, laboratory analysis, public health, legal, accounting, architectural, medical, nursing, data processing, consulting or investment advisory services.

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

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 059 01 (02/20)

SERVICE OF SUIT ENDORSEMENT

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the insured, will submit to the jurisdiction of any court of competent jurisdiction located in the county where the Named Insured is located as set forth in the Declarations of this policy, and all matters arising hereunder shall be determined in accordance with the law and the practice of such Court.

It is further agreed that service of process in such suit may be made upon the Claims Manager of National Claim Services, LLC, c/o Venture Underwriters Claims Department, Northridge Center 1, 365 Northridge Road, Suite 250, Atlanta, GA 30350, 800-424-0132 (phone), 800-606-8509 (fax), ereport@natlclaim.com and that in any suit instituted against the Company upon this policy, the Company will abide by the final decision of such Court or by the final decision of the Appellate Court in the event of any appeal.

The Claims Manager of National Claim Services, LLC is authorized and directed to accept service of process on behalf of the Company in any such suit and/or upon the request of the insured to give a written undertaking to the Insured that it or they will enter a general appearance upon the Company's behalf in the event such a suit shall be instituted.

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

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 062 06 (02/20)

**CONTRACTORS WARRANTY AND CONDITIONS ENDORSEMENT
(ADDITIONAL PER-CLAIM DEDUCTIBLE(s) OF \$15,000)**

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**, is amended to include the following:

Additional Deductibles (Contractors Warranty):

Unless you satisfy all of the conditions set forth herein below, any coverage obligation under this policy is subject to additional deductibles as set forth below:

- a.** In connection with any claim or "suit" for any liability arising in whole or in part from any work performed by, or products provided by, any of your independent contractors or suppliers that are otherwise covered under this policy, all of the following conditions must be satisfied by you and any subcontractor that may utilize or contract with other subcontractors or suppliers (referred to herein as "contractor" or "contractors"):
 - (1) Prior to the commencement of the provision of any work, products, or services in connection with any project, you and all contractors must enter into and fully execute legally enforceable written contracts applicable to the specific property or project that include the following provisions:
 - (a) hold harmless agreements requiring the contractor to defend and indemnify you against all losses and liability arising in whole or in part from the acts or omissions of the contractor, and all work, product and services performed or provided by or on behalf of any contractor;
 - (b) the contractor will obtain general liability insurance with limits that are equal to or greater than the limits provided by this Policy and the contractor will maintain such general liability insurance for the duration of the contractor's work and for a period of no less than five (5) years following completion of the contractor's work in connection with the project or property;
 - (c) the contractor shall name you as an additional insured in connection with all of the general liability policies set forth in (1)(b), above;
 - (d) the contractor's general liability policies set forth in (1)(b) and (1)(c) above (i) shall not be subject to the satisfaction of any Self-Insured Retention, (ii) shall be expressly primary to any other insurance available to you, (iii) shall expressly provide that their insurance shall not seek contribution from insurance, (iv) shall provide "completed operations" and "ongoing operations" direct and additional insured coverage to you, and (v) shall include a waiver of subrogation; and

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- (e) all contractors shall have and maintain all required worker's compensation insurance for the duration of the contractor's work in connection with the project or property.
 - (2) Each contractor must, prior to the commencement of any work and/or provision of materials or products in connection with any project, name you as an Additional Insured on their Commercial General Liability policies, and provide to you Certificates of Insurance and authorized Additional Insured Endorsements reflecting such coverage as required by the written contracts described in paragraph (1) above.
 - (3) Prior to any contractor performing work, you must confirm that the contractor is in good standing and has any license that may be required from any state, local, federal, or other administrative or governmental licensing authority. If, during the time that the contractor is performing operations the contractor's license is not in good standing, or has been suspended or revoked, you will not allow the subcontractor to perform any additional work on the project. Only properly licensed contractors shall be allowed to perform, or to continue to perform, work in connection with any project or contract.
 - (4) You must maintain copies of all of the above documents for a period of no less than ten (10) years following the completion of all work performed by you or on your behalf by any contractor, and you must provide these documents to us in connection with any "occurrence," "claim," or "suit" that arises in whole or in part from the work of any contractor.
- b.** Additional Deductibles: If you or any contractor has not complied with all of the foregoing conditions, then coverage under this policy will be subject to, and you will be charged, an additional deductible of \$15,000 per claim for coverage for liability arising in whole or in part from any contractor's work. An additional, separate, deductible will apply with regard to each contractor respecting which all of the conditions and requirements set forth herein are not satisfied.
- c.** Payment of Deductible(s):
- (1) Deductible payments shall be paid by the Insured and received by us within thirty (30) calendar days from the date we request, in writing, such payment from the Insured. If the Insured does not make such payment and we do not receive such amount in that period of time, we have the right to cancel the policy.
 - (2) "Claim(s)" whenever used in this policy means, a demand, received by the Insured, for money or services, including the service of suit or institution or arbitration proceedings against the Insured.
- d.** Supplementary Payments are included within the Deductible(s) described in Schedule A.
- e.** All amounts paid within the deductible(s) under Coverage A or Coverage B are inclusive of, and shall act to reduce the LIMITS OF INSURANCE as stated in the Declarations.

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- f.** 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.
- g.** We may pay any part or all of the Deductible amount to effect settlement of any “claim” or “suit” and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible amount as has been paid by us.

This endorsement shall not serve to increase our limits of insurance, as described in SECTION III – LIMITS OF INSURANCE.

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

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 064 00 (04/22)

THIRD PARTY CANCELLATION NOTICE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

If we cancel this policy for any reason other than nonpayment of premium, we will mail notification to the persons or organizations shown in the schedule below (according to the number of days listed below) once the Named Insured has been notified.

If we cancel this coverage for nonpayment of premium, we will mail a copy of such written notice of cancellation to the name and address below at least 10 days prior to the effective date of such cancellation.

Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

<u>Name and Address of Other Person/Organization</u>	<u>Number of Calendar Days Notice</u>
Per schedule on file with the Company	30

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

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 069 02 (04/22)

**WRAP- UP and PROJECT POLICY EXCLUSION
(Limited off-site exception)**

This Exclusion modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to **SECTION 1 - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**, Paragraph **2. Exclusions** and **SECTION 1 – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, Paragraph **2. Exclusions** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**;

This insurance does not apply to “bodily Injury”, “property damage”, or “personal and advertising injury”:

- (1)** arising out of any project which is insured, in whole or in part, under any Consolidated Insurance Program commonly known as an Owner Controlled Insurance Program, any Contractor Controlled Insurance Program, any Wrap-Up Insurance Program, or any other type of insurance program designed to provide liability coverage for parties involved in the development, design, construction, erection, supervision or management of a specific project or projects (a “Consolidated Insurance Program” policy); or
- (2)** arising out of “your work” or “your product” when any other liability insurance covers you for liability arising from “your work” or “your product” in connection with a specific project or operations at a location designated in such other liability insurance policy (a “Project Policy”).

This exclusion applies whether or not the Consolidated Insurance Program or Project Policy:

- (a)** Provides coverage identical to that provided by this policy;
- (b)** Has limits adequate to cover all claims;
- (c)** Remains in effect; and
- (d)** all of “your work” in connection with the project or development is covered under the project-specific policy or Consolidated Insurance Program.

This exclusion does not apply to liability arising from work performed by you or on your behalf for a project that insured under a Consolidated Insurance Program if: **(a)** such work is performed solely off of and away from the premises insured under such Consolidated Insurance Program, and **(b)** no coverage for such liability work is provided under the Consolidated Insurance Program. This exception to this exclusion does not apply to “bodily injury” or “property damage” which is included in the “products-completed operations hazard.” Nothing in this endorsement shall be construed as to grant any products-completed operations coverage.

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

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 079 01 (03/18)

**POLICY LIMITATION - TOTAL AGGREGATE LIMIT FOR
ALL CONSTRUCTION PROJECTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

SECTION III – LIMITS OF INSURANCE – 2, is amended by the addition of the following:

- d. The General Aggregate Limit, shown in the Policy Declarations, applies separately to each "construction project".
- e. Notwithstanding the application of the General Aggregate Limit to each "Project" of the Named Insured, under no circumstances shall we pay more than **\$5,000,000** for all claims under this policy that are subject to the General Aggregate Limit.

The following are added to the DEFINITIONS section of this policy:

"Construction project" means any construction project, development, property, or group of properties, including all premises, phases, lots, and areas of such project, development, or property, and any building or group of buildings or other structures contained in any business or housing project, development, subdivision, or business park.

If a construction project, or construction activity related thereto, has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same location or construction project under this endorsement.

Multiple jobs, work orders, purchase orders, change orders or work done at multiple locations under one contract or master contract are not considered separate "construction projects" within the meaning of this policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 087 00 (05/19)

USE OF EXTRINSIC EVIDENCE FOR DUTY TO DEFEND

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I - COVERAGES, COVERAGE A ("PROPERTY DAMAGE" AND "BODILY INJURY") and COVERAGE B "PERSONAL AND ADVERTISING INJURY") are each amended to add the following provision:

We may look to and consider extrinsic evidence outside of the allegations and/or facts pleaded by any claimant to determine whether we owe a duty to defend or indemnify against any "claim" or "suit." We may, at our discretion, investigate any "occurrence" and settle any "claim" or "suit" that may result.

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

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 089 01 (02/20)

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**:

This insurance does not apply to:

Fungi or Bacteria

“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.

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 shall apply even if coverage is excluded for such “bodily injury” or “property damage” by any other provision, exclusion, or endorsement in this policy.

- 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:

Fungi or Bacteria

“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.

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 **SECTION V - Definitions**, of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**:

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

All other terms, conditions and exclusions under this policy remain unchanged.

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 100 00 (04/22)

EXCLUSION FOR WORK PERFORMED FOR AND PRODUCTS OR EQUIPMENT PROVIDED TO ELECTRICAL-RELATED PUBLIC UTILITIES IN CALIFORNIA

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to **SECTION 1 - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**, Paragraph 2. **Exclusions** and **SECTION 1 – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, Paragraph 2. **Exclusions** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**:

This policy does not cover, and the company will not have any duty to defend or indemnify any insured with respect to any claim, suit, loss, or other expense, arising from work performed for, or products or equipment provided to, any **electrical-related public utility**, in conjunction with any electrical-related public utility, or any related services, products, or equipment, in the State of California.

This exclusion applies to any work performed or products provided by any insured, and any person or entity working for or on behalf of any insured or contracted by any insured. This exclusion applies to any damage or injury that arises from any work performed, products or equipment provided in connection with, projects located in whole or in part in California, even if such damage or injury takes place in or extends to another state.

B. **SECTION V – DEFINITIONS** is amended to include the following:

"Electrical-related public utility" means any governmental agency or private business organization subject to governmental regulation, that provides or produces electricity and/or related products, services, or equipment, including but not limited to solar, wind, or other power generation or transmission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMIUM BASIS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following definitions apply to the Premium Basis shown in the Declarations.

A. ADMISSIONS

1. Definition:

The total number of persons, other than employees of the Named Insured, admitted to the event insured or to events conducted on the premises whether on paid admissions, tickets, complimentary tickets or passes.

2. Application:

The rates apply per 1,000 Admissions.

B. SQUARE FEET

1. Definition:

The total number of Square Feet of floor space at the insured premises, computed as follows:

- a.** For entire buildings, by multiplying the product of the horizontal dimensions of the outside of the outer building walls by the number of floors, including basements but do not use the area of the following:

(1) Courts and mezzanine types of floor openings.

(2) Portions of basements or floors where 50% or more of the area is used for shop or storage for building maintenance, dwelling by building maintenance employees, heating units, power plants or air-conditioning equipment.

- b.** For tenants, determine the area they occupy in the same manner as for entire buildings.

2. Application:

The rates apply per 1,000 Square Feet of area.

C. EACH

This basis or premium involves units of exposure, and the quantity comprising each unit of exposure is indicated in the classification footnotes, such as "per person".

D. GALLONS

1. Definition

The basis of premium is the total number of gallons sold or distributed.

Specifically for Gas Dealers and Distributors – where a record of the number of gallons sold is not available, the number of gallons to be used for premium computation purposes shall be determined by dividing the number of pounds sold by 4.6.

2. Exclusions

Specifically for Gas Dealers and Distributors - distribution of gas transferred to gas dealers by pipeline, gas mains or piping.

3. Application:

The rates apply per 1,000 Gallons.

E. GROSS RECEIPTS

1. Definition:

The gross amount charged by the Named Insured, concessionaires of the Named Insured or by others trading under the insured's name for:

- a. All goods or products, sold or distributed;
- b. Operations performed during the policy period;
- c. Rentals; and
- d. Dues or fees.

2. Inclusions:

The following items shall not be deducted from “gross sales” as determined above:

- a. Foreign exchange discounts;
- b. Freight allowance to customers;
- c. Total sales of consigned goods and warehouse receipts;
- d. Trade or cash discounts;
- e. Bad debts; and
- f. Repossession of items sold on installments (amount actually collected).

3. Application:

The rates apply per \$1,000 of Gross Receipts.

F. PAYROLL

1. Definition:

- a. Payroll means remuneration.
- b. Remuneration means money or substitutes for money.

2. Inclusions

Payroll includes the following items:

- a. Commissions;
- b. Bonuses;
- c. Extra pay for overtime work, except as provided in paragraph 4. below;
- d. Pay for holidays, vacations or periods of sickness;
- e. Payment by an employer of amounts otherwise required by law to be paid by employees to statutory insurance or pension plans, such as the Federal Social Security Act;
- f. Payment to employees on any basis other than time worked, such as piece work, profit sharing or incentive plans;
- g. Payment or allowance for hand tools or power tools used by hand provided by employees and used in their work or operations for the insured;
- h. The rental value of an apartment or a house provided for an employee based on comparable accommodations;
- i. The value of lodging, other than an apartment or house, received by employees as part of their pay, to the extent shown in the insured's records;
- j. The value of meals received by employees as part of their pay to the extent shown in the insured's records;
- k. The value of store certificates, merchandise, credits or any other substitute for money received by employees as part of their pay;
- l. The Payroll of "mobile equipment" operators and their helpers, whether or not the operators are designated or licensed to operate "autos" or "mobile equipment". If the operators and their helpers are provided to the insured along with equipment hired under contract and their actual Payroll is not known, use 1/3 of the total amount paid out by the insured for the hire of the equipment;
- m. The Payroll of executive officers of a corporation and individual insureds and co-partners. For the purposes of Payroll determination, managers of limited liability companies shall be considered executive officers and members of limited liability companies shall be considered co-partners.

The executive officers of a corporation are those persons holding any of the officer positions created by the Named Insured's charter, constitution or by-laws or any other similar governing document.

The Payroll of all executive officers of an corporation and individual insureds or co-partners engaged principally in clerical operations or as salespersons, and officers and co-partners who are inactive for the entire policy period shall not be included for premium purposes.

For part-time or seasonal businesses the Payroll amounts may be reduced by 2 percent for each full calendar week in excess of twelve during which the risk performs not operations.

- n. The Payroll of leased workers furnished to the Named Insured by a labor leasing firm. Premium on such Payroll shall be based on the classifications and rates which would have applied if the leased workers had been the direct employees of the Named Insured. If Payroll is unavailable, use 100% of the total cost of the contract for leased workers as the Payroll of leased workers. The premium shall be charged on that amount as Payroll.

If investigation of a specific employee leasing contract discloses that a definite amount of the contract price represents Payroll, such amount shall be considered Payroll for the premium computation purposes.

- o. Fees paid to employment agencies for temporary personnel provided to the insured.

3. Exclusions

Payroll does not include:

- a. Payments by an employer to group insurance or group pension plans for employees, other than payments covered by paragraph 2.e. above;
- b. The Payroll of clerical office employees;

Clerical office employees are those employees who work in an area which is physically separated by walls, floors or partitions from all other work areas of the insured and whose duties are strictly limited to keeping the insured's books or records or conducting correspondence, including any other employees engaged in clerical work in the same area.
- c. The Payroll of salespersons, collectors or messengers who work principally away from the insured's premises. Salespersons, collectors or messengers are those employees engaged principally in any such duties away from the premises of the employer;

4. Application

The rates apply per \$1,000 of Payroll.

G. TOTAL COST

1. Definition

All Construction Costs related to the physical construction of the project are considered

Hard Construction costs; including:

- a. Infrastructure including on and offsite utilities, streets & driveways, demolition, and rough & fine grading and landscaping
- b. Direct construction costs including labor and materials
- c. General requirements including temporary power, security, fencing, sanitation, site maintenance and onsite offices.
- d. Hard cost contingency
- e. Construction related professional fees – architects, engineers, surveyors, etc.

2. Soft Costs to be Excluded Are:

- a. Permit & Zoning Fees, and Inspection Costs and Fees
- b. Insurance Costs
- c. Land Acquisition Cost
- d. Loan Fees & Interest
- e. Closing Costs & Real Estate Commissions paid
- f. Legal & Accounting Fees
- g. Warranty Expenses
- h. Marketing & Advertising Costs
- i. HOA Reserve Study Costs
- j. Sales Tax

3. Application

The rates apply per \$1,000 of Total Cost.

H. TOTAL OPERATING EXPENDITURES

1. Definition

Total expenditures (including grants, entitlements and shared revenue) without regard to source of revenue during the policy period, including accounts payable.

2. Inclusions

The following items are included in Total Operating Expenditures:

- a. Capital improvements - Work performed by the named insured in connection with any purchase or improvement of any individual item of personal or real property which is bonded or financed, including interest thereon, or exceeds 5% of Total Operating Expenditures;
- b. Expenditures for independent contractors operations when the contractor does not carry adequate insurance;
- c. Any federal or state funds for the sole purpose of training employees unless a separate policy with adequate coverage and limits has been issued in the name of the governing body of such funds with the governmental entity named as an additional insured or a hold harmless agreement in favor of the governmental subdivision exists.

3. Accounting Terminology

The following are explanations of accounting terminology used in the definition of Total Operating Expenditures or addressed in the inclusions or exclusions.

- a. Grant - A contribution or gift by one governmental unit to another unit. It can be cash or other assets. The contribution is usually made to aid in the support of a specific function, for example, education, but it is sometimes for general purposes.

Capital grants are restricted for the acquisition and/or construction of fixed (capital) assets. All other grants are operating grants.

- b. Entitlement - The amount of payment to which a political subdivision is entitled as determined by the Federal Government, for example, revenue sharing.
- c. Shared Revenue - A revenue levied by one government but shared on a predetermined basis with another government or class of government, often in proportion to the amount collected at the local level.
- d. Budget - The budget for a government subdivision consists of a series of Funds (basically, a minibudget) where a Fund is defined as an independent fiscal and accounting entity with a self-balancing set of accounts recording cash and/or other resources together with all related liabilities, reserves and equities. Transfer of funds should be excluded from the expenditures of the transferor (for example, included in the expenditures of the recipient).

Most of the expenditures for items to be excluded from or included in Total Operating Expenditures can be found as entries in the following Funds:

- (1) General Fund - Used to account for all financial resources except those required to be accounted for in another fund. It would be used for all general governmental operations such as administration, public works, parks, recreation and education. If there are education expenditures, a separate education fund is established which falls under the general fund heading.

The General Fund is used to account for the ordinary operations of a governmental unit which is financed from taxes and other general revenues.

- (2) Special Revenue Funds - To account for the proceeds of specific revenue sources (other than special assessment, expendable trusts, or for major capital projects) that are legally restricted to expenditure for specified purposes. An example is a motor fuel tax fund used to finance highway and road construction.
- (3) Capital Projects Funds (Bond Funds) - To account for financial resources to be used for the acquisition or construction of major capital facilities (other than those financed by Proprietary Funds, Special Assessment Funds and Trust Funds).
- (4) Debit Service Fund (formerly called a Sinking Fund) - To account for the accumulation of resources for, and the payment of, general long-term debt principal and interest.
- (5) Special Assessment Fund - To finance and account for the construction of improvements or provision of services which are to be paid for, wholly or in part, from special assessments levied against the benefited property. An example is the construction of sewer lines.

- (6) Enterprise Fund - To finance and account for the acquisition, operation and maintenance of governmental facilities and services which are entirely or predominantly self-supporting by user charges. Examples of facilities and services are water, gas and electric utilities, swimming pools, airports, parking garages and transit systems.
- (7) Intra-governmental Services Fund (formerly called a Working Capital Fund) - To finance and account for services and commodities furnished by a designated department or agency to other departments and agencies within a single governmental unit. Amounts expended by the fund are restored either from operating earnings or by transfers from other funds, so that the original fund capital is kept intact.

5. Application

The rates apply per \$1,000 of Total Operating Expenditures.

I. UNITS

A single room or group of rooms intended for occupancy as separate living quarters by a family, by a group of unrelated persons living together, or by a person living alone.

J. CONSTRUCTION COSTS

1. Definition:

"Construction Costs" means 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.

2. Inclusions:

The following items are included in Construction Costs

- a. 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.
- b. General conditions, contingency fees, overhead and profit.

3. Exclusions:

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 shall be deducted from Construction Costs.

4. Application:

The rates apply per \$1,000 of Construction Costs.

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 107 00 (02/20)

PREMIUM AUDIT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph **5. Premium Audit** of **SECTION IV- CONDITIONS** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**, is hereby deleted and replaced by the following:

5. Premium Audit

- a. All premiums for this policy shall be computed in accordance with our rules, rates, rating plans, premiums and minimum premiums applicable.
- b. Premium shown in this policy as advance premium is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. Advance premium shall be determined based on an estimate of your exposures for the policy period.
- c. At the close of each period (or part thereof terminating with the end of the policy period) designated in the Declarations as the audit period, we may conduct an audit of your books and records to determine the actual premium bases developed during the policy period and to compute the earned premium. If the total computed earned premium is greater than the premium previously paid, the additional premium is due upon notice to the first Named Insured. If the total computed earned premium is less than the premium previously paid, then we shall receive and retain no less than the minimum premium(s) listed in the coverage part(s) attached hereto.
- d. 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 yours in force, to cancellation for non-payment of premium.
- e. 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.
- f. You must maintain records of such information as is necessary for premium computation, and shall send copies of such records to us at the end of the policy period and at such times as we may direct. Failure to supply such records upon request will be deemed a breach of policy conditions and may subject this policy, as well as any other policy of yours in force, to cancellation for breach of policy conditions.
- g. 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 an Estimated Audit Endorsement will be issued as follows:

- (1) A 50% increase in your reported premium basis will be shown. This increase is an estimate.
 - (2) Documentation on the attempts to collect the required audit information will be included with the endorsement.
 - (3) You must remit payment for the full amount of the additional premium upon receipt of notice to the first Named Insured.
 - (4) If you dispute the Estimated Audit Endorsement, within ten (10) days of receipt of the Estimated Audit Endorsement or other notice regarding the additional premium amount, you must provide the requested audit information to us. Failure to do so shall be deemed as your agreement with the Estimated Audit Endorsement.
- h. In the event that you fail to timely pay any premium (including but not limited to any additional premium), we shall be entitled to recover from you all third-party fees and costs, including attorneys' fees, that we reasonably incur in connection with any related collection efforts or proceedings.

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 108 00 (07/20)

EXCLUSION FOR RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL, and/or ELECTROMAGNETIC LIABILITY

Notwithstanding any other provision of this policy, this insurance shall not apply, and we shall have no duty to defend or indemnify any insured in connection with any "occurrence," claim, or suit for any liability, arising in whole or in part directly or indirectly from any of the following, regardless of cause, and whether actual, alleged or threatened:

1. Loss, damage, injury, liability, cost or expense, directly or indirectly caused by, contributed to by, or arising in whole or in part from ionizing radiations from, or contamination by, radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
2. The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
3. Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
4. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
5. Any chemical, biological, bio-chemical, or electromagnetic contamination, radiation, dissemination, ingestion, or release, or exposure to any of the foregoing in any form, at any time, or at or from any location.

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

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 109 00 (04/22)

TRADE OR ECONOMIC SANCTIONS - EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to **SECTION 1 - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**, Paragraph **2. Exclusions**, and **SECTION 1 – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, Paragraph **2. Exclusions**:

Trade Or Economic Sanctions

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

Whenever coverage provided by this policy would be in violation of any U.S. economic or trade sanctions such as, but not limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC), such coverage or payment requirement shall be null and void. Similarly, any coverage relating to or referred to in any certificates or other evidence of insurance or any claim that would be in violation of U.S. economic or trade sanctions as described above shall also be null and void.

All other terms and conditions remain unchanged.

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

United Specialty Insurance Company

To get information or file a complaint with your insurance company or HMO:

Call: Venture Underwriters, LLC at
678-832-2144 Toll-free: 1-800-424-0132

Email: legalcompliance@statenational.com

Mail: State National Companies
1900 L. Don Dodson Drive
Bedford, TX 76021

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance,
P.O. Box 12030, Austin, TX 78711-2030

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

United Specialty Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

llame a: Venture Underwriters, LLC 678-832-2144

En línea: legalcompliance@statenational.com

Teléfono gratuito: 1-800-424-0132

postal: **State National Companies**

1900 L. Don Dodson Drive

Bedford, TX 76021

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance,
P.O. Box 12030, Austin, TX 78711-2030

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact the Texas Department of Insurance to obtain information on companies, coverage, right or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

**P.O. Box 12030
Austin, TX 78711-2030
Fax # (512) 490-1007**

Web: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM

DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO

YOUR POLICY: This notice is for information only and does not become part or condition of the attached documents.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de seguros de Texas al:

**P.O. Box 12030
Austin, TX 78711-2030
Fax # (512) 490-1007**

Web: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O

RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el Departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto

NOTICE TO TEXAS INSUREDS

THIS INSURANCE CONTRACT IS WITH AN INSURER NOT LICENSED TO TRANSACT INSURANCE IN THIS STATE AND IS ISSUED AND DELIVERED AS A SURPLUS LINES COVERAGE PURSUANT TO THE TEXAS INSURANCE STATUTES. “THE STATE BOARD OF INSURANCE DOES NOT AUDIT THE FINANCES OR REVIEW THE SOLVENCY OF THIS SURPLUS LINES INSURER PROVIDING THIS COVERAGE, AND THIS INSURED IS NOT A MEMBER OF THE PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION CREATED UNDER ARTICLES 21.28-C, INSURANCE CODE.” “ARTICLES 1.14-2. TEXAS INSURANCE CODE REQUIRES PAYMENT OF 4.85% TAX ON GROSS PREMIUM.”