



A Company of The Hartford

**Insurance Policy for:
244 Taxi Inc**

Maxum Indemnity Company
3655 North Point Parkway,
Suite 500
Alpharetta, Georgia 30005
Telephone: 678 597 4500
Fax: 678 597 4501

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

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.

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.

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.

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

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

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.

PJ (01/2003)

FREQUENTLY ASKED QUESTIONS

ABOUT YOUR SURPLUS LINES POLICY

Your broker has placed the insurance you requested in the “surplus lines market” with one or more surplus lines insurers. By definition, such surplus lines insurers are not licensed in the state, but this does not mean that the transaction is not regulated. The surplus lines market is an insurance marketplace that is established for the purpose of insuring unique or hard to place risks. Some of the rules that apply to surplus lines insurance policies and surplus lines insurance companies differ from those that govern coverage obtained from insurance companies licensed in your state. In order for you to better understand the surplus lines market and the rights you have in a surplus lines transaction, the following material is provided.

Please read this brochure carefully, and should you have any questions after reading the material, do not hesitate to ask your broker. If you wish further information, please contact the Regulatory Services Division, Room 604 West Tower, 2 Martin Luther King, Jr. Drive, Atlanta, Georgia 30334 or (404) 656-2074 or toll free at (800) 656-2298 (request Regulatory Services Division).

WHAT IS A SURPLUS LINES POLICY?

A surplus lines policy is a policy placed with an insurer that is not licensed (or ‘admitted’) in this state, but is nonetheless eligible to provide insurance on property or liability insurance protection to citizens of this state through specially licensed agents or brokers known as surplus lines brokers.

WHY AM I GETTING COVERAGE FROM A SURPLUS LINES INSURER?

Your agent or broker may have been unable to obtain the coverage you requested from insurance companies licensed in this state, but was able to obtain coverage from an eligible surplus lines insurance company. The reason for your agent or broker’s action is that the risk or property for which you sought coverage may be unique or have certain risk characteristics that caused licensed insurers to decline to write the policy. In circumstances where licensed insurers will not write the risk, your broker is authorized by state law or regulation to obtain the coverage from a “surplus lines” insurer.

SINCE THE SURPLUS LINES INSURER IS UNLICENSED, IS THE TRANSACTION UNREGULATED?

Surplus lines transactions are regulated by state law that require that surplus lines policies be procured only by specially licensed brokers. These are called surplus lines brokers and they are authorized to transact business with certain unlicensed insurers that meet financial and other eligibility standards set by the state. These insurers are known as surplus lines insurers. Your agent may have worked with a licensed surplus lines broker

in securing your policy. Alternatively, your agent may hold a surplus lines broker's license.

IS MY SURPLUS LINES POLICY COVERED BY THE STATE GUARANTY OR INSOLVENCY FUND?

No. There is no guaranty fund for coverage for surplus lines policies. The guaranty fund, which provides payments in the event that your insurance company becomes insolvent, only covers policies of licensed insurers.

HOW IS THE RATE OR PRICE OF A SURPLUS LINES POLICY DETERMINED?

The rate or premium charged for a surplus lines policy is determined by the surplus lines insurer. As unlicensed insurers, surplus lines insurers do not file their rates or premiums with the state for review or approval.

DOES THE GEORGIA DEPARTMENT OF INSURANCE REVIEW OR APPROVE THE TERMS AND CONDITIONS OF THIS POLICY?

Pursuant to O.C.G.A. § 33-5-21.1, policies of surplus lines insurers are not reviewed or approved by the Georgia Department of Insurance.

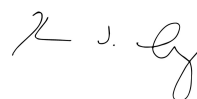
CAN MY POLICY BE RENEWED OR EXTENDED?

Your surplus lines policy may or may not be renewed or extended when the policy expires. An extension of the policy coverage will be dependent upon the continued unavailability of the policy coverage from insurers licensed in this state and the willingness of the surplus lines insurer to continue to accept the risk. Since a surplus lines policy is generally not subject to the same notice requirements as a policy issued by a licensed insurer, notice of a premium increase for a new policy term or the company's intent not to extend the policy at the same terms and conditions might not be provided until close to the date the policy expires. Therefore, you should keep in contact with your agent or broker, particularly as the expiration of the policy term nears, to ascertain the status of the policy and to assure continuity of coverage.

COMMON POLICY DECLARATIONS

Policy No.: BDG-3060698-01

MAXUM INDEMNITY COMPANY 3655 North Point Parkway, Suite 500 Alpharetta, Georgia 30005	RSG Specialty LLC (Atlanta, GA) 5565 Glenridge Connector Suite 550 Atlanta, GA 30342																						
<p>NAMED INSURED: 244 Taxi Inc</p> <p>MAILING ADDRESS: 607 North Ashley Street Valdosta, GA 31601</p> <p>POLICY PERIOD: From 12/6/2022 TO 12/6/2023 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.</p>																							
BUSINESS DESCRIPTION: Non-emergency medical transport																							
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 STATED IN THIS POLICY.																							
THIS POLICY CONSISTS OF THE FOLLOWING COVERGE FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.																							
<table> <thead> <tr> <th></th> <th>PREMIUM</th> </tr> </thead> <tbody> <tr> <td>COMMERCIAL GENERAL LIABILITY COVERAGE PART</td> <td>\$978.00</td> </tr> <tr> <td>COMMERCIAL INLAND MARINE COVERAGE PART</td> <td>Not covered</td> </tr> <tr> <td>COMMERCIAL PROPERTY COVERAGE PART</td> <td>Not covered</td> </tr> <tr> <td>COMMERCIAL PROFESSIONAL LIABILITY COVERAGE PART</td> <td>\$300.00</td> </tr> <tr> <td>Federal Terrorism Risk Insurance Act</td> <td>Rejected/No Coverage</td> </tr> <tr> <td>Premium Total:</td> <td>\$1,278.00</td> </tr> <tr> <td>Other Charges:</td> <td>\$207.12</td> </tr> <tr> <td>Policy Fee</td> <td>\$150.00</td> </tr> <tr> <td>Surplus Lines Tax (4.0000%)</td> <td>\$57.12</td> </tr> <tr> <td>Total:</td> <td>\$1,485.12</td> </tr> </tbody> </table> <p>Audit Period: Annual unless otherwise stated.</p>			PREMIUM	COMMERCIAL GENERAL LIABILITY COVERAGE PART	\$978.00	COMMERCIAL INLAND MARINE COVERAGE PART	Not covered	COMMERCIAL PROPERTY COVERAGE PART	Not covered	COMMERCIAL PROFESSIONAL LIABILITY COVERAGE PART	\$300.00	Federal Terrorism Risk Insurance Act	Rejected/No Coverage	Premium Total:	\$1,278.00	Other Charges:	\$207.12	Policy Fee	\$150.00	Surplus Lines Tax (4.0000%)	\$57.12	Total:	\$1,485.12
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<p>FORMS APPLICABLE TO ALL COVERAGE PARTS:</p> <p>Refer to Endorsement E849.</p>																							



Countersigned: 12/12/2022

AUTHORIZED REPRESENTATIVE

**This contract is registered and delivered
as a surplus line coverage under the
Surplus Line Insurance Law O.C.G.A
Chapter 33-5**

Kieran Dempsey

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DECC (01-03)

NAMED INSURED: 244 Taxi Inc

POLICY PERIOD: 12/6/2022 - 12/6/2023

POLICY NUMBER: BDG-3060698-01

FORMS AND ENDORSEMENTS SCHEDULE

FORMS/ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS:		
PJ	1/1/2003	Policy Jacket
DECC	1/1/2003	Common Policy Declarations
E048	1/2/2003	Minimum Earned Premium
E1233	1/1/2015	Exclusion - Terrorism
E144	5/1/2021	Service of Suit
E849	3/1/2010	Forms and Endorsements Schedule
E977	1/1/2012	Proposition 65 Exclusion
IL0021	7/1/2002	Nuclear Energy Liability Exclusion (Broad Form)
IL0262	4/1/1998	GA Changes - Cancellation and Nonrenewal
MISC001	6/1/2012	Claims Reporting

FORMS/ENDORSEMENTS APPLICABLE TO COMMERCIAL GENERAL LIABILITY COVERAGE PART:		
DECBGL	7/1/2005	Commercial General Liability Coverage Part Declarations
CG0001	12/1/2007	Commercial General Liability Coverage Form
CG2010	4/1/2013	Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization
CG2107	5/1/2014	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - Limited Bodily Injury Exception Not Included
CG2109	6/1/2015	Exclusion - Unmanned Aircraft
CG2132	5/1/2009	Communicable Disease Exclusion
CG2147	12/1/2007	Employment-Related Practices Exclusion
CG2155	9/1/1999	Total Pollution Exclusion with a Hostile Fire Exception
CG2167	12/1/2004	Fungi or Bacteria Exclusion
CG2426	7/1/2004	Amendment Of Insured Contract Definition
E1245	3/1/2015	Assault And Battery Coverage Sublimit - General Liability
E1427	6/1/2022	Conditions & Exclusions - Subcontracted Work
E303	1/2/2003	Exclusion - Auto
E363	1/2/2003	Classification Limitation
E619	8/1/2007	Limited Coverage - Physical Abuse or Sexual Abuse
E670	8/1/2007	Limitation - Personal And Advertising Injury
E673	7/1/2012	Exclusion - Professional Services
E713	8/1/2007	Exclusion - Punitive or Exemplary Damages
E827	1/1/2010	Amendment Definition of "Loading and Unloading"
E869	9/1/2013	Exclusion/Limitations - Combination Endorsement - Contractors
Contains:		
E687	09/01/2010	Exclusion – Asbestos, Silica and Silica Dust

FORMS AND ENDORSEMENTS SCHEDULE Continued

FORMS/ENDORSEMENTS APPLICABLE TO COMMERCIAL GENERAL LIABILITY COVERAGE PART:		
E710	08/01/2007	Exclusion – Employee Retirement Income Security Act of 1974
E711	09/01/2010	Exclusion – Lead
E831	09/01/2010	Exclusion – Breach of Contract
E767	10/01/2009	Exclusion – Chinese Drywall
E669	06/01/2013	Exclusion – Contracted Persons
E622	01/01/2009	Exclusion – Non-Employee Labor
E788	06/01/2009	Exclusion – Exterior Insulation and Finish System Work or Direct-Applied Exterior Finish System Work
E615	01/01/2009	Exclusion – Land Subsidence
E737	02/01/2008	Exclusion – Cross Suits
E866	09/01/2010	Exclusion – Wrap Up
E707	08/01/2007	Exclusion – Pre-Existing Damage or Injury
E706	08/01/2007	Exclusion – Infringement of Patent, Trademark, Service Mark or Trade Name
E709	08/01/2007	Exclusion – Antitrust Violations
E714	08/01/2007	Exclusion – Unfair Competition
E715	08/01/2007	Exclusion – Willful Violation of Penal Statute
CG 2136	03 05	Exclusion - New Entities
E348	01/01/2003	Amendment Deposit Premium and Minimum Premium
E704	08/01/2007	Amendment Premium Audit
E829	01/01/2010	Definition – Damages

FORMS/ENDORSEMENTS APPLICABLE TO PROFESSIONAL COVERAGE PART:		
DECPROL	1/2/2003	Commercial Professional Liability Coverage Part Declarations
CF003	1/1/2003	Commercial Professional Liability Coverage Form
E310	1/2/2003	Exclusion - Physical Abuse Or Sexual Abuse
E767	10/1/2009	Exclusion - Chinese Drywall

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective **12/6/2022** at 12:01 A.M. Standard time, forms a part of Policy Number **BDG-3060698-01** issued to **244 Taxi Inc** by Maxum Indemnity Company.

Minimum Earned Premium

It is agreed that in the event of cancellation of this policy by the Insured as specified herein, return premium shall be computed at .90 of the pro rata unearned policy premium (or minimum premium if applicable) subject however to a retention by the Company of not less than 25%.

Nothing in this endorsement is deemed to affect the Company's cancellation rights, which remain as, indicated in the form.

It is further agreed that return premium may be allowed on a pro rata basis if cancelled for non-payment, subject however to retention by the Company of the minimum as shown above.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective* **12/6/2022** at 12:01 A.M. Standard time, forms a part of Policy Number **BDG-3060698-01** issued to **244 Taxi Inc** by Maxum Indemnity Company.

EXCLUSION - TERRORISM

SCHEDULE

The **Exception Covering Certain Fire Losses** (Paragraph C) applies to property located in the following state(s), if covered under the indicated Coverage Form, Coverage Part or Policy:

State(s)	Coverage Form, Coverage Part Or Policy

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

A. The following definitions are added with respect to the provisions of this endorsement:

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

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*If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.

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.

C. Exception Covering Certain Fire Losses

The following exception to the exclusion in Paragraph **B.** applies only if indicated and as indicated in the Schedule of this endorsement.

If an incident of "terrorism" results in fire, we will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements which apply to those forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

D. Application Of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

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*If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.

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This endorsement, effective **12/6/2022** at 12:01 A.M. Standard time, forms a part of Policy Number **BDG-3060698-01** issued to **244 Taxi Inc** by Maxum Indemnity Company.

SERVICE OF SUIT

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

Doug Elliot
President and CEO
Maxum Indemnity Company
c/o The Hartford
One Hartford Plaza
Hartford, CT 06155

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective **12/6/2022** at 12:01 A.M. Standard time, forms a part of Policy Number **BDG-3060698-01** issued to **244 Taxi Inc** by Maxum Indemnity Company.

PROPOSITION 65 EXCLUSION

With respect to all coverages under this policy, this insurance does not apply to any damages, loss, cost, or expense arising out of or related to any actual or alleged violation by any party of the **CALIFORNIA SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986** (Chapter 6.6 added by Proposition 65 1986 General Election).

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

1. The insurance does not apply:

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

- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

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

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

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

2. As used in this endorsement:

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

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

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

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

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

"Nuclear facility" means:

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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GEORGIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraph A.1. of the CANCELLATION Common Policy Condition is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation stating a future date on which the policy is to be cancelled, subject to the following:

- a.** If only the interest of the first Named Insured is affected, the effective date of cancellation will be either the date we receive notice from the first Named Insured or the date specified in the notice, whichever is later. However, upon receiving a written notice of cancellation from the first Named Insured, we may waive the requirement that the notice state the future date of cancellation, by confirming the date and time of cancellation in writing to the first Named Insured.
- b.** If by statute, regulation or contract this policy may not be cancelled unless notice is given to a governmental agency, mortgagee or other third party, we will mail or deliver at least 10 days notice to the first Named Insured and the third party as soon as practicable after receiving the first Named Insured's request for cancellation.

Our notice will state the effective date of cancellation, which will be the later of the following:

- (1)** 10 days from the date of mailing or delivering our notice, or
- (2)** The effective date of cancellation stated in the first Named Insured's notice to us.

B. Paragraph A.5. of the CANCELLATION Common Policy Condition is replaced by the following:

5. Premium Refund

- a.** If this policy is cancelled, we will send the first Named Insured any premium refund due.
- b.** If we cancel, the refund will be pro rata, except as provided in **c.** below.
- c.** If the cancellation results from failure of the first Named Insured to pay, when due, any premium to us or any amount, when due, under a premium finance agreement, then the refund may be less than pro rata. Calculation of the return premium at less than pro rata represents a penalty charged on unearned premium.
- d.** If the first Named Insured cancels, the refund may be less than pro rata.
- e.** The cancellation will be effective even if we have not made or offered a refund.

- C.** The following is added to the CANCELLATION Common Policy condition and supersedes any other provisions to the contrary:

If we decide to:

1. Cancel or nonrenew this policy; or
2. Increase current policy premium by more than 15% (other than any increase due to change in risk, exposure or experience modification or resulting from an audit of auditable coverages); or
3. Change any policy provision which would limit or restrict coverage;

Then:

We will mail or deliver notice of our action (including the dollar amount of any increase in renewal premium of more than 15%) to the first Named Insured and lienholder, if any, at the last mailing address known to us. Except as applicable as described in Paragraph **D.** below, we will mail or deliver notice at least:

1. 10 days before the effective date of cancellation if this policy has been in effect less than 60 days or if we cancel for nonpayment of premium; or
2. 45 days before the effective date of cancellation if this policy has been in effect 60 or more days and we cancel for a reason other than nonpayment of premium; or
3. 45 days before the expiration date of this policy if we decide to nonrenew, increase the premium or limit or restrict coverage.

- D.** The following provisions apply to insurance covering residential real property only provided under the:

COMMERCIAL PROPERTY COVERAGE PART;
FARM COVERAGE PART;

if the named insured is a natural person.

With respect to such insurance, the following is added to the CANCELLATION Common Policy Condition and supersedes any provisions to the contrary:

1. When this policy has been in effect for 60 days or less and is not a renewal with us, we may cancel for any reason by notifying the first named insured at least 10 days before the date cancellation takes effect.

2. When this policy has been in effect for more than 60 days, or at any time if it is a renewal with us, we may cancel only for one or more of the following reasons:

- a. Nonpayment of premium, whether payable to us or to our agent;
- b. Upon discovery of fraud, concealment of a material fact, or material misrepresentation made by or with the knowledge of any person insured under this policy in obtaining this policy, continuing this policy or presenting a claim under this policy;
- c. Upon the occurrence of a change in the risk which substantially increases any hazard insured against; or
- d. Upon the violation of any of the material terms or conditions of this policy by any person insured under this policy.

We may cancel by providing notice to the first named insured at least:

- 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- 45 days before the effective date of cancellation if we cancel for any of the reasons listed in **b.**, **c.** or **d.** above.

Commercial General Liability Coverage Part Declarations

Policy No: BDG-3060698-01

Effective Date: 12/6/2022 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS

NAMED INSURED: 244 Taxi Inc

LIMITS OF INSURANCE						
General Aggregate Limit						\$2,000,000
Products-completed Operations Aggregate Limit				Subject to General Aggregate		
Personal and Advertising Injury Limit						\$1,000,000
Each Occurrence Limit						\$1,000,000
Damage to Premises Rented to You Limit						\$100,000 Any One Premise
Medical Expense Limit						\$5,000 Any One Person
See DECBGLS (07-05) for continuation of table						
DESCRIPTION OF BUSINESS						
Form of Business:						
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Trust <input type="checkbox"/> Limited Liability Corporation						
<input checked="" type="checkbox"/> Organization, including a corporation (but not including a partnership, joint venture, trust, or limited liability company)						
Location(s) (including Zip Code) of All Premises You Own, Rent or Occupy						
607 North Ashley Street, Valdosta, GA 31601						
CLASSIFICATION AND PREMIUM						
Classification	Code No.	Premium Basis*	Pr/CO	Rate All Other	Advance Premium Pr/CO	Advance Premium All Other
Location # 1						
Non-Emergency Medical Transport (1st vehicle)	68001-2	t 1	INCL	897.000	INCL	\$897.00
E1245 Assault And Battery Coverage Sublimit - General Liability - \$25,000/\$50,000 Limit						INCL
See DECBGLS (07-05) for continuation of table						
*See backside of DECBGL for definitions						
Total Additional Insured Premium: \$81.00						
Total Advance Premium: \$978.00						
FORMS AND ENDORSEMENTS (other than applicable Forms and Endorsements shown elsewhere in this policy)						
Forms and endorsements applying to this Coverage Part and made a part of this policy at time of issue:						
Refer to Endorsement E849.						

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

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When used as a premium base:

"Area" (premium basis symbol a) means:

The total number of square feet of floor space at the insured premises, computed as follows:

1. 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:
 - a. Courts and mezzanine types of floor openings.
 - b. 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.
2. For tenants, determine the area they occupy in the same manner as for the entire buildings.
3. The rates apply per 1,000 square feet of area.

"Total Cost" (premium basis symbol c) means:

The total cost of all work let or sublet in connection with each specific project including:

1. The cost of all labor, materials and equipment furnished, used or delivered for use in the execution of the work; however, do not include the cost of finished equipment installed but not finished by the subcontractor if the subcontractor does no other work on or in connection with such equipment; and
2. All fees, bonuses or commissions made, paid or due.
3. The rates apply per \$1,000 of total cost.

"Admissions" (premium basis symbol m) means:

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

The rates apply per 1,000 admissions.

"Payroll" (premium basis symbol p) means:

1. Commissions;
2. Bonuses;
3. Extra pay for overtime work, in accordance with the manuals in use by us;
4. Pay for holidays, vacations or periods of sickness;
5. 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;
6. Payment to employees on any basis other than time worked, such as piecework, profit-sharing or incentive plans;
7. Payment or allowance for hand tools or power tools used by hand provided by employees and used in their work or operations to the insured;
8. The rental value of an apartment or a house provided for an employee based on comparable accommodations;
9. The value of lodging, other than an apartment or house, received by employees as part of their pay, to the extent shown on the insured's records;
10. The value of meals received by employees as part of their pay to the extent shown in the insured's records.
11. The value of store certificates, merchandise, credits or any other substitute for money received by employees as part of their pay;
12. The payroll of mobile equipment operators and their helpers, whether or not the operators are designated or licensed to operate automobiles. 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.
13. 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 a 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 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 no operations.
14. 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 of 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 premium computation purposes.
15. Fees paid to employment agencies for temporary personnel provided to the insured.

Payroll does not include:

1. Tips and other gratuities received by employees;
2. Payments by an employer to group insurance or group pension plans for employees in accordance with the manuals in use by us;

3. The value of special rewards for individual invention or discovery;
4. Dismissal or severance payments except for time worked or accrued vacation;
5. 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;
6. The payroll of salesmen, collectors or messengers who work principally away from the insured's premises.

Salesmen, collectors or messengers are those employees engaged principally in any such duties away from the premises of the employer.

Exception: This term does not apply to any employee whose duties include the delivery of any merchandise handled, treated or sold.
7. The payroll of drivers and their helpers if their principal duties are to work on or in connection with automobiles.
8. The payroll of aircraft pilots or co-pilots if their principal duties are to work on or in connection with aircraft in either capacity.
9. The payroll of draftsmen, if their duties are limited to office work only, and who are engaged strictly as draftsmen in such a manner that they are not exposed to the operative hazards of the business.

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

"Overtime"

1. Definition

Overtime means those hours worked for which there is an increase in the rate of pay:

- a. For work in any day or in any week in excess of the number of hours normally worked; or
- b. For hours worked in excess of 8 hours in any day or 40 hours in any week; or
- c. For work on Saturdays, Sundays or holidays.

In the case of guaranteed wage agreements, overtime means only those hours worked in excess of the number specified in such agreement.

2. Exclusion Of Overtime Payroll

The extra pay for overtime shall be excluded from the payroll on which premium is computed as indicated in (1) or (2), provided the insured's books and records are maintained to show overtime pay separately by employee and in summary by classification.

- a. If the records show separately the extra pay earned for overtime, the entire extra pay shall be excluded.
- b. If the records show the total pay earned for overtime (regular pay plus overtime pay) in one combined amount, 1/3 of this total pay shall be excluded. If double time is paid for overtime and the total pay for such overtime is recorded separately, 1/2 of the total pay for double time shall be excluded.

Exclusion of overtime pay does not apply to payroll assigned to the "Stevedoring" classifications.

"Gross Sales" (premium basis symbol s) means:

1. 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 and fees.

2. Inclusions

The following items shall not be deducted from the gross sales:

- (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. Exclusion

The following items shall be deducted from gross sales:

- (a) Sales or excise taxes which are collected and submitted to a governmental division;
- (b) Credits for repossessed merchandise and products returned. Allowances for damaged and spoiled goods;
- (c) Finance charges for items sold on installments;
- (d) Freight charges on sales if freight is charged as a separate item on customer's invoice;
- (e) Royalty income from patent rights or copyrights which are not product sales; and
- (f) Rental receipts from products liability coverage only.

The rates apply per \$1,000 of gross sales.

"Units" (premium basis symbol u) means:

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. The rates apply per each unit.

"Each" (premium basis symbol t) means:

Each unit exposure as defined in the classification footnotes.

Commercial General Liability Coverage Part Declarations

Policy No: BDG-3060698-01

Effective Date: 12/6/2022 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS

NAMED INSURED: 244 Taxi Inc

Limits of Insurance table continued

Assault and Battery Limit	\$25,000 Each Claim \$50,000 Aggregate
Physical Abuse or Sexual Abuse Limit	\$100,000 Each Incident \$300,000 Aggregate

Classification and Premium table continued

Classification	Code No.	Premium Basis*	Pr/CO	Rate	Advance Premium	
				All Other	Pr/CO	All Other
CG2010 Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization - Limit (Fully Earned)						INCL
E619 Limited Coverage - Physical Abuse or Sexual Abuse - \$100,000/\$300,000 Limit						\$81.00
*See backside of DECBGL for definitions						
						Total Additional Insured Premium: \$81.00
						Total Advance Premium: \$978.00

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.
- b. This insurance applies to "bodily injury" and "property damage" only if:
 - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

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

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

c. Liquor Liability

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

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

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

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

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

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

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

f. Pollution

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

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

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

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

g. Aircraft, Auto Or Watercraft

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

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

This exclusion does not apply to:

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

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

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

h. Mobile Equipment

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

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

i. War

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

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

j. Damage To Property

"Property damage" to:

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

- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

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

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

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

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

k. Damage To Your Product

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

l. Damage To Your Work

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

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

m. Damage To Impaired Property Or Property Not Physically Injured

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

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

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

n. Recall Of Products, Work Or Impaired Property

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

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

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

o. Personal And Advertising Injury

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

p. Electronic Data

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

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

q. Distribution Of Material In Violation Of Statutes

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

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

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

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

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

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

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

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

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

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

b. Material Published With Knowledge Of Falsity

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

c. Material Published Prior To Policy Period

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

d. Criminal Acts

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

e. Contractual Liability

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

f. Breach Of Contract

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

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

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

h. Wrong Description Of Prices

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

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

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

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

j. Insureds In Media And Internet Type Businesses

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

- (1)** Advertising, broadcasting, publishing or telecasting;
- (2)** Designing or determining content of websites for others; or

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

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

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

k. Electronic Chatrooms Or Bulletin Boards

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

l. Unauthorized Use Of Another's Name Or Product

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

m. Pollution

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

n. Pollution-Related

Any loss, cost or expense arising out of any:

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

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

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

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

p. Distribution Of Material In Violation Of Statutes

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

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

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

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

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

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

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

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

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

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

c. Injury On Normally Occupied Premises

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

d. Workers Compensation And Similar Laws

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

e. Athletics Activities

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

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

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

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

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

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

These payments will not reduce the limits of insurance.

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

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

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

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

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

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a.** Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

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

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a)** Owned, occupied or used by,
- (b)** Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

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

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

SECTION III – LIMITS OF INSURANCE

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

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

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

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

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

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

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

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

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

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

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

c. You and any other involved insured must:

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

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

3. Legal Action Against Us

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

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

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

4. Other Insurance

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

a. Primary Insurance

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

b. Excess Insurance

(1) This insurance is excess over:

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

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

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

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

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

c. Method Of Sharing

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

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

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and

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

7. Separation Of Insureds

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

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

9. When We Do Not Renew

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

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

SECTION V – DEFINITIONS

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

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

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

4. "Coverage territory" means:

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

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

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

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

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

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

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

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

9. "Insured contract" means:

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

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

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

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

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

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

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

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

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

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

(1) Equipment designed primarily for:

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

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

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

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

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

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

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

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

16. "Products-completed operations hazard":

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

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

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

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

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

17. "Property damage" means:

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

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

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

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

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

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

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

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

21. "Your product":

a. Means:

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

b. Includes:

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

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

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

22. "Your work":

a. Means:

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

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

b. Includes:

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**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
SafeRide Inc 106 Jefferson Street, 3rd Floor, San Antonio, Texas, 78205	607 North Ashley Street, Valdosta, GA 31601
Information required to complete this Schedule, if not shown above, will be shown in the Declarations	

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

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance 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.

**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.

EXCLUSION – UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

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

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

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

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

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

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

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

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

(i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

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

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

2. Exclusions

This insurance does not apply to:

Unmanned Aircraft

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

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

This exclusion does not apply to:

a. The use of another's advertising idea in your "advertisement"; or

b. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

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

"Unmanned aircraft" means an aircraft that is not:

1. Designed;

2. Manufactured; or

3. Modified after manufacture;

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

Communicable Disease

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

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

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

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

2. Exclusions

This insurance does not apply to:

Communicable Disease

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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 HOSTILE FIRE EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

f. Pollution

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

This exclusion does not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:

- (a) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or

- (b) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

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

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

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

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective* **12/6/2022** at 12:01 A.M. Standard time, forms a part of Policy Number **BDG-3060698-01** issued to **244 Taxi Inc** by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

Commercial General Liability

ASSAULT AND BATTERY COVERAGE SUBLIMIT – GENERAL LIABILITY

In consideration of the premium paid for this Policy, it is understood and agreed that:

SECTION III – LIMITS OF INSURANCE is amended and the following added:

Subject to 4. and 5. above, the most we will pay as damages under **COVERAGE A and B** for claims arising out of or resulting from:

- (1) Assault and battery committed by any person;
- (2) The failure to suppress or prevent assault and battery by any person;
- (3) The failure to provide an environment safe from assault and battery or failure to warn of the dangers of the environment which could contribute to assault and battery;
- (4) The negligent hiring, supervision, or training of any person; or
- (5) The use of any force to protect persons or property whether or not the "bodily injury" or "property damage" was intended from the standpoint of the insured or committed by or at the direction of the insured

And to which this insurance applies is shown below for this coverage:

Each Claim Limit	\$25,000
Aggregate Limit	\$50,000

The Aggregate Limit shown above is the most we will pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" for claims arising out of or resulting from (1) thru (5) above regardless of how many persons assert claims or "suits".

Subject to the Aggregate Limit shown above, The Each Claim Limit is the most we will pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" for claims arising out of or resulting from (1) thru (5) above asserted in any one claim. All claims for damages made by one or more persons because of any one act or series of acts of assault and battery shall be deemed to be one claim.

The Each Claim and Aggregate Limits described above are the most we will pay under this Policy as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" for claims arising out of or resulting from (1) thru (5) above regardless of the number of insureds. The Each Claim and Aggregate Limits described above are subject to and not in addition to the General Aggregate Limit shown in the Declarations of the policy. Payments under the Each Claim and Aggregate Limits described above are part of and erode the policy General Aggregate Limit of Insurance shown in the Declarations.

Expenses incurred in the defense and adjustment of claims and "suits" for claims arising out of or resulting from (1) thru (5) above shall be separate and in addition to the Limits of Liability shown in the Declarations.

All other terms, conditions and exclusions on the Policy remain unchanged.

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*If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective **12/6/2022** at 12:01 A.M. Standard time, forms a part of Policy Number **BDG-3060698-01** issued to **244 Taxi Inc** by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

Commercial General Liability

CONDITIONS AND EXCLUSIONS-SUBCONTRACTED WORK

- A.** The Contractors - Subcontracted Work classification(s) shown in the Declarations applies to that portion of the operations performed for you by your "adequately insured" contractors or "adequately insured" subcontractors.
- B.** The following is **added** to **Section IV - Commercial General Liability Conditions**:
1. You will obtain and maintain Certificates of Insurance from all "adequately insured" contractors or "adequately insured" subcontractors you hire providing evidence of Commercial General Liability insurance, including products/completed operations insurance.
Your failure to obtain the certificates of insurance from "adequately insured" contractors or "adequately insured" subcontractors will not invalidate the insurance provided by this policy or relieve us of our obligation to you under the terms of this policy except as stated in **5. Premium Audit of Section IV - Commercial General Liability Conditions**.
 2. If, at any time, it is verified that operations were performed during the policy term by contractors or subcontractors that were not "adequately insured", such contractors or subcontractors will be classified and rated under the specific classification assignable to contracting risks performing such operations in accordance with paragraph **C.** below.
- C.** The following is **added** to **5. Premium Audit of Section IV - Commercial General Liability Conditions**:
- If we verify operations were performed by contractors or subcontractors you hired were not "adequately insured" as defined in paragraph **D.1.** of this endorsement whether by audit of your books and records or otherwise, we will use the "total cost" of work performed for you by such contractors or subcontractors as if it were payroll to calculate the appropriate premium for the specific classification based on our rates and rules in effect as of the inception date of the policy. It is your responsibility to pay any additional premium due.
- D.** The following definitions are **added** to the **Definitions** section:
3. "Adequately insured" means that the contractors and subcontractors that perform operations for you maintain Commercial General Liability insurance in force with the following minimum limits of insurance for their operations, including operations performed for them by others:

All other terms and conditions remain unchanged.

General Aggregate Limit (Other than Products/Completed Operations)	<u>\$2,000,000</u>
Products/Completed Operations Aggregate Limit	<u>\$2,000,000</u>
Each Occurrence Limit	<u>\$1,000,000</u>
Personal and Advertising Injury Limit	<u>\$1,000,000</u>

(If no entry appears above, the minimum limits of insurance will be equal to the limits of insurance shown in the Declarations).

4. "Total cost" means the total cost of all work let or sublet in connection with each specific project including:
 - a. The cost of all labor, materials and equipment furnished, used or delivered for use in the execution of the work including the cost of finished equipment installed whether or not furnished by the contractor, subcontractor, or by you; and
 - b. All fees, bonuses or commissions made, paid or due. All other terms and conditions of this policy remain unchanged.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective **12/6/2022** at 12:01 A.M. Standard time, forms a part of Policy Number **BDG-3060698-01** issued to **244 Taxi Inc** by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

Commercial General Liability

EXCLUSION – AUTO

Exclusion g. under Exclusions, of SECTION I, COVERAGE A, of the COMMERCIAL GENERAL LIABILITY COVERAGE FORM is replaced by the following:

This insurance does not apply to:

g. Aircraft, Auto, or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, chartering, renting, entrustment to others, "loading or unloading" of any aircraft, "auto" or watercraft, including the supervision, hiring, employment, training or monitoring of, or failure to warn, anyone in connection with the ownership, maintenance, operation, use, chartering, renting, or entrustment to others of any aircraft, "auto" or watercraft.

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. Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
4. "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f. (2) or f. (3) of the definition of "mobile equipment."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective **12/6/2022** at 12:01 A.M. Standard time, forms a part of Policy Number **BDG-3060698-01** issued to **244 Taxi Inc** by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

Commercial General Liability

Classification Limitation

Coverage under this contract is specifically limited to those classification codes listed in the policy. No coverage is provided for any classification code or operation performed by any insured not specifically listed in the coverage part of this policy.

All other terms remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective **12/6/2022** at 12:01 A.M. Standard time, forms a part of Policy Number **BDG-3060698-01** issued to **244 Taxi Inc** by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

Commercial General Liability

LIMITED COVERAGE – PHYSICAL ABUSE OR SEXUAL ABUSE

Except as provided below, this insurance does not apply to any "damages" arising out of:

1. The actual, attempted, alleged or threatened physical abuse or sexual abuse by anyone or any consequential "damages" as a result of such acts; or
2. The investigation, screening, hiring, training, placement, supervision or retention of anyone who commits or has committed physical abuse or sexual abuse; or
3. The reporting to the proper authorities or the failure to so report, any physical abuse or sexual abuse.

This exclusion applies to any "damages" arising out of any act or failure to act.

This endorsement modifies insurance under the COMMERCIAL GENERAL LIABILITY COVERAGE FORM:

SCHEDULE

Limits of Insurance

Physical Abuse or Sexual Abuse Aggregate Limit	\$300,000
Physical Abuse or Sexual Abuse "Incident" Limit	\$100,000

- A. COVERAGE D. PHYSICAL ABUSE OR SEXUAL ABUSE LIABILITY is added to SECTION I - COVERAGES of the COMMERCIAL GENERAL LIABILITY COVERAGE FORM.

1. Insuring Agreement

We will pay those sums that the insured becomes legally obligated to pay as "damages" because of physical abuse or sexual abuse to which this insurance applies. This insurance applies to physical abuse or sexual abuse only if it takes place in the "coverage territory" and first occurs during the policy period. We will have the right and duty to defend any "suit" seeking those "damages".

However, we will have no duty to defend the insured against any "suit" seeking "damages" to which this insurance does not apply. We may at our discretion investigate 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 Coverage D.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGE D.

2. Exclusions

This insurance does not apply to:

- a. Any "damages" arising out of physical abuse or sexual abuse committed by any insured, including the investigation, screening, hiring, training, placement, supervision or retention of anyone;
- b. Any "damages" the insured is obligated to pay by reason of the assumption of liability under any contract or agreement;
- c. Any obligation any insured may have under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law;
- d. Any "damages" arising out of physical abuse or sexual abuse to any "employee" or volunteer of the insured, or any party contracted or subcontracted by any insured;
- e. Criminal defense costs or any other costs associated with a criminal trial including appeals;
- f. Any "damages" arising out of physical abuse or sexual abuse if the physical abuse or sexual abuse first occurred before the inception of this policy, even if such physical abuse or sexual abuse continues into this policy period.
- g. Any "damages" arising out of physical abuse or sexual abuse committed by any resident.

B. SUPPLEMENTARY PAYMENTS - COVERAGES A. AND B. is amended to include and apply to COVERAGE D.

C. SECTION II - WHO IS AN INSURED is replaced with the following but only with respect to COVERAGE D - PHYSICAL ABUSE OR SEXUAL ABUSE LIABILITY:

If you are designated in the Declarations as:

1. 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.
2. A partnership or joint venture, you are an insured. Your members and your partners are also insureds but only with respect to the conduct of your business.
3. 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.
4. An organization other than a partnership or joint venture, 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.
5. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

D. SECTION III - LIMITS OF INSURANCE is replaced with the following but only with respect to COVERAGE D. PHYSICAL ABUSE OR SEXUAL ABUSE LIABILITY:

The Limits of Insurance shown in this endorsement are separate from and exclusive of the Limits of Insurance shown in the Declarations, and apply to all "damages" arising out of physical abuse or sexual abuse.

1. The Limits of Insurance shown in this endorsement 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 Physical Abuse or Sexual Abuse Aggregate Limit specified in the Schedule above is the most we will pay under Coverage D. for all "damages" because of physical abuse or sexual abuse.
3. Subject to 2. above, the Physical Abuse or Sexual Abuse "Incident" Limit specified in the Schedule above is the most we will pay under Coverage D, for "damages" regardless of the number of acts of physical abuse or sexual abuse, the period of time over which such acts occur, or the number of persons acted upon.

E. Paragraph 2 of SECTION III - LIMITS OF INSURANCE is replaced with the following:

2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. "Damages" under Coverage A, except "damages" because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - b. "Damages" under Coverage B;

- c. Medical Payments under Coverage C (if applicable, as it appears on the Declarations);
- d. "Damages" under Coverage D (if applicable, as it appears on the Declarations); and
- e. "Damages" under Coverage E (if applicable, as it appears on the Declarations);

F. The following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

- 10. Whenever any officer, director, executive or administrative employee of the Named Insured acquires actual or constructive knowledge of any act of physical abuse or sexual abuse, either threatened, attempted or committed by any officer, director, employee, agent, representative, or volunteer worker of yours, the insurance provided under this policy for "damages" because of physical abuse or sexual abuse, shall be cancelled immediately with respect to any subsequent physical abuse or sexual abuse arising out of the acts or omissions of that officer, director, employee, agent, representative or volunteer worker.

G. The following is added to SECTION V - DEFINITIONS:

- 25. "Incident" means a single act or multiple acts of physical abuse or sexual abuse to any person or persons, by one person or two or more persons acting together.

"Damages" means compensation, only in the form of money, for a person or entity who claims to have suffered a "bodily injury" or "personal and advertising injury," or who claims to have sustained "property damage."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective **12/6/2022** at 12:01 A.M. Standard time, forms a part of Policy Number **BDG-3060698-01** issued to **244 Taxi Inc** by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

Commercial General Liability

LIMITATION - PERSONAL AND ADVERTISING INJURY

This insurance does not apply to "personal and advertising injury" to:

A. An "employee" or "volunteer worker" of the insured arising out of and in the course of:

1. Employment by the insured; or
2. Performing duties related to the conduct of the insured's business; or

B. The spouse, child, parent, brother, or sister of that "employee" or "volunteer worker" as a consequence of paragraph A. 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 described in Paragraphs A. and B. above.

"Damages" means compensation, only in the form of money, for a person or entity who claims to have suffered a "bodily injury" or "personal and advertising injury," or who claims to have sustained "property damage."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective **12/6/2022** at 12:01 A.M. Standard time, forms a part of Policy Number **BDG-3060698-01** issued to **244 Taxi Inc** by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

Commercial General Liability

EXCLUSION – PROFESSIONAL SERVICES

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

This insurance does not apply to any claim or “suit” for “bodily injury”, “property damage”, or “personal and advertising injury” and we shall have no obligation to indemnify or defend any insured for “bodily injury,” “property damage,” or “personal and advertising injury” arising out of the rendering of or failure to render any professional services.

Professional services include, but are not limited to, the rendering or failure to render any of the following:

- Optometric, Dental or Medical procedures or assistance, including first aid;
- Cosmetic services including but not limited to hairstyling, make-up, tattooing or body piercing;
- Development of engineering, architectural, technical, inspection or surveying plans or services;
- Preparing, approving or complying or failing to prepare, approve or comply with maps, plans, shop drawings, opinions, reports, surveys, field orders or drawings and specifications; or
- Supervisory or inspection activities performed as part of any related architectural, engineering, surveying or inspection activities.

All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective **12/6/2022** at 12:01 A.M. Standard time, forms a part of Policy Number **BDG-3060698-01** issued to **244 Taxi Inc** by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

Commercial General Liability

EXCLUSION - PUNITIVE OR EXEMPLARY DAMAGES

The following exclusion is added to the policy:

This insurance does not apply to punitive or exemplary "damages" or treble or other multiple "damages" as may be allowed by statute or law.

If a "suit" is brought against the Insured or persons insured hereunder which falls within the coverage provided by this policy, but seeks both compensatory "damages" ("damages" for economic loss and pain and suffering) and punitive, exemplary or multiple "damages" ("damages" as a means of punishment), no coverage shall be provided by this policy for any costs, interests, costs of defense or "damages" attributable to punitive, exemplary or multiple "damages" and we have no duty to defend or indemnify you for any such "damages."

"Damages" means compensation, only in the form of money, for a person or entity who claims to have suffered a "bodily injury," "personal and advertising injury," or who claims to have sustained "property damage."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective **12/6/2022** at 12:01 A.M. Standard time, forms a part of Policy Number **BDG-3060698-01** issued to **244 Taxi Inc** by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

Commercial General Liability

AMENDMENT - DEFINITION OF LOADING OR UNLOADING

Section V – Definitions, 11. "Loading or unloading" is amended to include the following:

d. "Loading or unloading" also means the handling of or movement of any person:

- (1) to, into, or onto any aircraft, watercraft, or "auto"; or
- (2) while in or on any moving or non-moving aircraft, watercraft, or "auto"; or
- (3) while being removed from a non-moving aircraft, watercraft, or "auto";

regardless of the manner in which the person, or persons are moved, and includes independent movement by any person as well as the movement of any person with any assistance from any person.

"Loading or unloading" includes the intentional, accidental, or unintended removal, ejection, or separation of any person or property from any aircraft, watercraft, or "auto", resulting from any cause including, but not limited to, error by any insured or malfunction or failure of any equipment or device used to transport or move persons or property into, out of, or within an aircraft, watercraft, or "auto".

SECTION III – LIMITS OF INSURANCE is amended and the following added:

- 8.** Subject to 4. and 5. above, the most we will pay as "damages" because of "bodily injury", "property damage" and/or "personal and advertising injury" under **COVERAGE A and B** for claims and "suits" made against you caused by or resulting from operations described in **Section V-Definitions, 11.** "Loading or Unloading", Paragraph d.(1) or d.(3), and to which this insurance applies, is shown below:

\$25,000 Per Occurrence Limit

\$50,000 Aggregate Limit

The Aggregate Limit shown above is the most we will pay as "damages" because of "bodily injury", "property damage", "personal and advertising injury" and expenses incurred in the defense and adjustment of claims and "suits" regardless of how many persons assert claims or "suits" against you.

Subject to the Aggregate Limit shown above, the Per Occurrence Limit is the most we will pay as "damages" because of "bodily injury", "property damage", "personal and advertising injury" and expenses incurred in the defense and adjustment of claims and "suits" asserted in any one claim. All claims and "suits" for "damages" made by one or more persons because of any one act or series of acts shall be deemed to be one claim.

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The Per Occurrence Limit and Aggregate Limit described above are the most we will pay regardless of the number of insureds. These Limits of Insurance are subject to and not in addition to the General Aggregate Limit shown in the Declaration of the policy. Payments under these Limits of Insurance are part of and erode the policy General Aggregate Limit of Insurance shown in the Declarations.

All other terms and conditions of the policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective **12/6/2022** at 12:01 A.M. Standard time, forms a part of Policy Number **BDG-3060698-01** issued to **244 Taxi Inc** by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

Commercial General Liability

EXCLUSIONS/LIMITATIONS – COMBINATION ENDORSEMENT – CONTRACTORS

EXCLUSION – ASBESTOS, SILICA AND SILICA DUST

This insurance does not apply to any claim or "suit" for "bodily injury", "property damage", "personal and advertising injury" and we shall have no obligation to indemnify or defend any insured for "bodily injury," "property damage," or "personal and advertising injury" arising out of or resulting from:

- (1) Asbestos, silica, silica dust, asbestos fibers, asbestiform talc or any material and/or substances containing asbestos, silica, silica dust, asbestos fibers or asbestiform talc or any asbestos, silica or silica dust related "bodily injury" or "property damage," or exposure to asbestos, asbestos fibers, silica, silica dust or asbestiform talc in any form, and/or manifestation of any asbestos, silica or silica dust related "bodily injury," including, but not limited to, asbestosis, lung cancer, pleural thickening, mesothelioma, silicosis, emphysema, pneumoconiosis, pulmonary fibrosis, pleuritis, endothelioma or any other bronchogenic carcinoma or any other "bodily injury", sickness, illness or disease of any kind whatsoever or "property damage" ; or
- (2) Any alleged act, error, omission or duty involving silica, silica dust, asbestos, asbestos fibers, asbestiform talc or any material and/or substances containing silica, silica dust, asbestos, asbestos fibers or asbestiform talc, its use, exposure, presence, existence, detection, removal, elimination or avoidance; or
- (3) The use, exposure, presence, existence, detection, removal, elimination or avoidance of silica, silica dust, asbestos, asbestos fibers, asbestiform talc or any material and/or substances containing silica, silica dust, asbestos, asbestos fibers or asbestiform talc in any environment, building or structure; or
- (4) The existence of asbestos in any form, silica or silica dust, including the cost of investigations or feasibility studies, or the costs of testing, monitoring, abatement, mitigation, cleaning, removal, or disposal of any property or substance; or
- (5) Any supervision, instructions, recommendations, warnings or advice given, or which should have been given, in connection with any of the above; or
- (6) Any obligation to share "damages" with or repay someone else who must pay "damages" in connection with any of the above.

E687 (09/2010)

EXCLUSION – EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974

This insurance does not apply to any claim in any way based upon or arising out of the Employee Retirement Income Security Act of 1974, Public Law 93-406, commonly referred to as the Pension Reform Act of 1974 and all amendments thereto, or any other similar law.

E710 (08/01/2007)

EXCLUSION – LEAD

This insurance does not apply to:

“Bodily injury,” “property damage,” or “personal and advertising injury” arising out of, resulting from, caused by or contributed to by the ingestion, inhalation, absorption or exposure to lead in any form, or any product containing lead, including:

- (1) The cost or expense to test for, monitor, abate, encapsulate, mitigate, contain, remove, detoxify or dispose of lead, lead compounds or materials containing lead;
- (2) “Damages” relating to supervision, instructions, recommendations, warnings, or advice given, or which should have been given; or
- (3) Any obligation to share “damages” with or repay someone else who must pay “damages.”

We have no duty to either defend or indemnify any Insured for any claim or “suit” to which this exclusion applies.

E711 (09/2010)

EXCLUSION – BREACH OF CONTRACT

This insurance does not apply to any claim or “suit” for breach of contract, whether express or oral, nor claims for breach of an implied in law or implied in fact contract, whether “bodily injury,” “property damage,” “personal and advertising injury” or an “occurrence” is alleged and we shall have no obligation to indemnify or defend any insured for “bodily injury,” “property damage,” or “personal and advertising injury” or an “occurrence” directly or indirectly arising out of, caused by, or resulting from breach of contract.

This exclusion also applies to any additional insureds under this policy.

E831 (09/01/2010)

EXCLUSION – CHINESE DRYWALL

This insurance does not apply to any claim or “suit” for “bodily injury,” “property damage,” “personal and advertising injury” and we shall have no obligation to indemnify or defend any insured for “bodily injury,” “property damage,” or “personal and advertising injury” from the use, installation, distribution, or sale of drywall and/or sheetrock manufactured in whole, or part, in China.

E767 (10/01/2009)

EXCLUSION – CONTRACTED PERSONS

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

1. Any contractor, subcontractor or independent contractor contracted with you, any insured, or others on yours or any insured’s behalf.
2. Any person employed by, leased to or contracted with any contractor, subcontractor or independent contractor contracted with you, any insured, or others on yours or any insured’s behalf.
3. The spouse, child, parent, brother or sister of any of the above persons.

This exclusion applies regardless of whether:

1. The subject contract is oral or written;
2. You or any insured is acting in the capacity of a contractor, subcontractor or independent contractor; or
3. The services are being performed by or for the contracted contractor, subcontractor or independent contractor.

E669 (06/2013))

EXCLUSION – NON-EMPLOYEE LABOR

This insurance does not apply to any claim or "suit" for "bodily injury", "property damage", or "personal and advertising injury" and we shall have no obligation to indemnify or defend any insured for "bodily injury", "property damage", or "personal and advertising injury" to any person who participates in the course of work performed by you, who is not employed, subcontracted, or being compensated in any way by you.

E622 (01/01/2009)

EXCLUSION – EXTERIOR INSULATION AND FINISH SYSTEM WORK OR DIRECT-APPLIED EXTERIOR FINISH SYSTEM WORK

This insurance does not apply to any claim or "suit" for "bodily injury", "property damage", or "personal and advertising injury" and we shall have no obligation to indemnify or defend any insured for "bodily injury", "property damage", or "personal and advertising injury" arising out of any Exterior Insulation and Finish System (hereinafter referred to as "EIFS") work or any Direct-Applied Exterior Finish System (herein after referred to as "DEFS") work.

This exclusion applies to any "EIFS" or "DEFS" work described in Paragraphs 1. and 2. below performed by any insured or on behalf of any insured.

- (1)** The design, manufacture, construction, fabrication, preparation, installation, application, maintenance, use, sale, service or repair, including remolding, correction, replacement or service of any "EIFS" work or any "DEFS" work or any part or portion thereof, or any substantially similar system or any part or portion thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system.
- (2)** Any design, manufacture, construction, fabrication, preparation, installation, application, maintenance, use, sale, service or repair, including remolding, correction, replacement or service of any exterior component, fixture or feature of any structure if any "EIFS" work, "DEFS" work or substantially similar system is used on any part of that structure.

For purposes of this endorsement, an "Exterior Insulation and Finish System" means an exterior cladding or finish system used on any part of any structure, and consisting of any or all of the following:

- (a)** a rigid or semi-rigid insulation board made of expanded polystyrene or other materials,
- (b)** the adhesive and/or mechanical fasteners used to attach the insulation board to the substrate,
- (c)** a reinforced base coat, or
- (d)** a finish coat providing surface texture and color.

For the purposes of this endorsement, a "Direct—Applied Exterior Finish System" means an exterior cladding or finish system used on any part of any structure, and consisting of any or all of the following:

- (a)** the adhesive and/or mechanical fasteners used as control joints where system abuts other materials or as expansion joints in the substrate,
- (b)** a reinforced base coat, or
- (c)** a finish coat providing surface and color.

We shall have no duty to defend any insured against any loss, claim, "suit," or other proceeding alleging damages arising out of or related to work as described in paragraph 1. and 2. to which this endorsement applies.

E788 (06/2009)

EXCLUSION – LAND SUBSIDENCE

This insurance does not apply to any claim or “suit” for “bodily injury”, “property damage”, “personal and advertising injury” and we shall have no obligation to indemnify or defend any insured for “bodily injury,” “property damage,” or “personal and advertising injury” directly or indirectly arising out of, caused by, resulting from, contributed to or aggravated by the depletion or exhaustion of underground resources or subsidence, settling, sinking, slipping, falling away, caving in, shifting, eroding, mud flow, rising, tilting, or any other movement of land or earth.

E615 (01/01/2009)

EXCLUSION – CROSS SUITS

This insurance does not apply to any liability of one Insured for “bodily injury” or “property damage” to another Insured.

E737 (02/01/2008)

EXCLUSION – WRAP UP

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at any construction project in which you are or have been involved, if a consolidated (wrap-up) insurance program or similar program has been provided by the prime contractor/project manager or owner of the construction project.

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

- (1) Provides coverage identical to that provided by this Coverage Part;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

E866 (09/10)

EXCLUSION – PRE-EXISTING DAMAGE OR INJURY

This insurance does not apply to:

- (1) Any “bodily injury” or “property damage,” whether such “bodily injury” or “property damage” is known or unknown:
 - (a) Which first occurred prior to the inception date of this policy (or the retroactive date of this policy, if any, whichever is earlier); or
 - (b) Which is, or is alleged to be, in the process of occurring at the inception date of the policy (or the retroactive date of this policy, if any, whichever is earlier) even if the “occurrence” continues during this policy period.
- (2) Any “bodily injury” or “property damage,” whether known or unknown, which is in the process of settlement, adjustment or “suit” as of the inception date of this policy (or the retroactive date of this policy, if any, whichever is earlier).

“Bodily injury” or “property damage” which first occurs during this policy period includes any continuation, change or resumption of that “bodily injury” or “property damage” after the end of this policy period.

We have no duty to either defend or indemnify any Insured for any claim or “suit” to which this exclusion applies.

E707 (08/01/2007)

EXCLUSION – INFRINGEMENT OF PATENT, TRADEMARK, SERVICE MARK OR TRADE NAME

Exclusion **i.** of **COVERAGE B** is deleted and replaced with the following:

This insurance does not apply to “personal and advertising injury” arising out of the infringement of patent, trademark, service mark, trade name, trade dress, trade secrets, copyright, title, or slogan, or other intellectual property rights.

E706 (08/01/2007)

EXCLUSION – ANTITRUST VIOLATIONS

The following exclusion is added to **COVERAGE B**:

This insurance does not apply to “personal and advertising injury” arising out of antitrust violations.

E709 (08/01/2007)

EXCLUSION – UNFAIR COMPETITION

The following exclusion is added to **COVERAGE B**:

This insurance does not apply to “personal and advertising injury” arising out of unfair competition.

E714 (08/01/2007)

EXCLUSION – WILLFUL VIOLATION OF A PENAL STATUTE

The following exclusion is added to **COVERAGE B**:

This insurance does not apply to “personal and advertising injury” arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the Insured.

E715 (08/01/2007)

EXCLUSION – NEW ENTITIES

Paragraph **3.** of **SECTION II – WHO IS AN INSURED** does not apply.

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AMENDMENT – DEPOSIT PREMIUM AND MINIMUM PREMIUM

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph **5. Premium Audit**, subparagraph **b.**, is deleted and replaced by the following:

Premium shown in this Coverage Part as advance premium is both a deposit premium and a minimum premium for the full policy period. At the close of each audit period, we will compute the earned premium for that period. If the earned premium is more than the advance premium, notice of the amount by which it exceeds the advance premium will be sent 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 earned premium is less than the advance premium, the advance premium will apply as the minimum premium, with no return premium payable to you.

E348 (01/01/2003)

AMENDMENT – PREMIUM AUDIT

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **5. Premium Audit**:

- d.** If the Insured fails to pay the Company for any additional audit premium developed within 30 days after notice is given of the amount due, then the Company will be entitled to collect from the Insured any cost incurred in the collection process. Such cost shall include, but not be limited to, collection agency fees, attorney's fees, court costs and interest.

E704 (08/01/2007)

DEFINITION – DAMAGES

The following is added to **SECTION V – DEFINITIONS**:

“Damages” means compensation, only in the form of money, for a person or entity who claims to have suffered “bodily injury” or “personal and advertising injury” or who claims to have sustained “property damage”.

E829 (01/01/2010)

Commercial Professional Liability Coverage Part Declarations

Policy No: BDG-3060698-01

Effective Date: 12/6/2022 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS

NAMED INSURED: 244 Taxi Inc

LIMITS OF INSURANCE				
General Aggregate Limit (Other Than Products-completed Operations)		\$1,000,000		
Each Occurrence Limit		\$1,000,000		
DESCRIPTION OF BUSINESS				
Form of Business: <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Trust <input type="checkbox"/> Limited Liability Corporation <input checked="" type="checkbox"/> Organization, including a corporation (but not including a partnership, joint venture, trust, or limited liability company) Location(s) (including Zip Code) of All Premises You Own, Rent or Occupy 607 North Ashley Street, Valdosta, GA 31601				
CLASSIFICATION AND PREMIUM				
Classification	Code No.	Premium Basis	Rate	Advance Premium
Non-Emergency Medical Transport (1st vehicle)	68001-2	1	INCL	\$300.00
				Total Advance Premium: \$300.00
FORMS AND ENDORSEMENTS (other than applicable Forms and Endorsements shown elsewhere in this policy)				
Forms and endorsements applying to this Coverage Part and made a part of this policy at time of issue: Refer to Endorsement E849.				

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

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COMMERCIAL PROFESSIONAL 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.

Exclusion titles are used within this policy, for convenience only and shall not control or affect the meaning or construction of any provision of this policy. 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 III - WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION VI -DEFINITIONS.

SECTION I COVERAGES

A. Insuring Agreement

1. We will pay those sums that the insured becomes legally obligated to pay as damages because of a negligent act, error, or omission in the rendering of or failure to render professional services of the type described in the Declarations. We will have the right and duty to defend the insured against any "suit" seeking those "damages." However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may at our discretion investigate any "occurrence" and settle any claim or "suit" that may result. But:
 - a. The amount we will pay for damages is limited as described in SECTION IV - LIMITS OF INSURANCE; and
 - b. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SECTION II - SUPPLEMENTARY PAYMENTS.
2. This insurance applies to damages only if the damages:

- a. Result from an "occurrence" that takes place in the "coverage territory"; and
 - b. Occur during the policy period.
3. Damages include damages claimed by any person or organization for care, loss of services or death resulting at any time from the covered damages.

B. Exclusions

This insurance does not apply to:

1. Contractual Liability

Any damages the insured is obligated to pay by reason of the assumption of 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.

2. Liquor Liability

Any damages for which any insured may be held liable by reason of:

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

3. Workers Compensation and Similar Laws

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

4. Federal Acts

Any obligation of the insured under the Jones Act, General Maritime Law, the Federal Employers Liability Act, the Federal Employees Compensation Act, the Defense Base Act or the U.S. Longshore and Harbor Workers Compensation Act.

5. Employer's Liability

Any damages resulting from injury to:

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

This exclusion applies:

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

6. Pollution

- a. Any damages which would not have occurred in whole or in part but for the actual, alleged or threatened existence, discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time; or
- b. 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 other way respond to, or assess the effects of "pollutants"; or
 - 2) Claim or "suit" by or on behalf of a governmental authority or others 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.

A pollutant means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to

smoke, vapor, soot, fumes, acids, alkalis, chemicals, electromagnetic fields and waste from any source whatsoever. Waste includes materials to be recycled, reconditioned or reclaimed. This exclusion applies regardless of whether the exposure to a pollutant occurs indoors or outdoors.

7. Asbestos, Silica Dust

- a. Any damages arising out of the following diseases:
 - 1) Asbestosis
 - 2) Silicosis
 - 3) Mesothelioma
 - 4) Emphysema
 - 5) Pneumoconiosis
 - 6) Pulmonary Fibrosis
 - 7) Pleuritis
 - 8) Endothelioma
 - 9) Pleural thickening
 - 10) Any other bronchogenic carcinoma
- or any lung disease or any ailment caused by, or aggravated by, asbestos in any form or silica dust;
- b. Any damages arising out of the existence of asbestos in any form or silica dust, including the cost of investigations or feasibility studies, or to the costs of testing, monitoring, abatement, mitigation, cleaning, removal, or disposal of any property or substance;
- c. Any damages arising out of any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above; or
- d. Any obligation to share damages with or repay someone else who must pay damages in connection with any of the above.

8. Lead

Any "damages" arising out of lead or the hazardous properties of lead, including:

- (1) The cost or expense to test for, monitor, abate, encapsulate, mitigate, contain, remove, detoxify or dispose of lead, lead compounds or materials containing lead.

- (2) "Damages" relating to supervision, instructions, recommendations, warnings, advice given or which should have been given.
- (3) Any obligation to share "damages" with or repay someone else who must pay "damages."

We have no duty to either defend or indemnify any insured for any claim or suit to which this exclusion applies.

9. War/Terrorism

Any "damages" due to war or terrorism, whether or not declared, or any act or condition incident to war or terrorism. War includes civil war, insurrection, rebellion or revolution, and any and or all terrorism except as to what is required to be provided by **THE TERRORISM RISK ACT OF 2002**.

10. Damage to Property

"Property damage" to:

- a. Property you own, rent or occupy;
- b. Premises you sell, give away or abandon, if the damages arise out of any part of those premises;
- c. Property loaned to you; or
- d. Personal property in the care, custody or control of an insured.

11. 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:

- a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- b. 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 a sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

12. Recall of Products, Work or Impaired Property

Any 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:

- a. "Your product;"
- b. "Your work;" or
- c. "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.

13. Punitive or Exemplary Damages

Regardless of any other provision of this policy, this policy does not apply to punitive or exemplary "damages" or treble or other multiple "damages" as may be allowed by statute or law.

If a suit is brought against the insured or persons insured hereunder which and falls within the coverage provided by this policy, but seeking both compensatory "damages" ("damages" for economic loss and pain and suffering) and punitive, or exemplary or multiple "damages" ("damages" as a means of punishment), no coverage shall be provided by this policy for any costs, interest, costs of defense or "damages" attributable to punitive, or exemplary or multiple "damages," and we have no duty to defend or indemnify you for any such "damages."

14. Criminal Acts

Any damages arising out of any dishonest, fraudulent, criminal or malicious act or omission of any insured or "employee."

15. Aircraft, Auto, Watercraft, or Mobile Equipment

Any damages arising out of the ownership, maintenance, use, transportation, chartering, renting or entrustment to others of any aircraft, "auto," watercraft, or "mobile equipment" owned or operated by or rented or loaned

to any insured. Use includes operation and "loading or unloading."

This exclusion does not apply to "loading or unloading" of any "auto" which is used as an ambulance. In accordance with the Other Insurance condition, this insurance shall be in excess of any valid and collectible insurance.

16. Personal and Advertising Injury

Any damages arising out of one or more of the following offenses:

- a. False arrest, detention, or imprisonment;
- b. Malicious prosecution;
- c. Wrongful entry or eviction or other invasion of the right of private occupancy;
- d. Oral or written publication 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 of materials that violates a person's right of privacy;
- f. Defamation;
- g. Violation of right of privacy;
- h. Arising out of an offense committed by an insured whose business is advertising, broadcasting publishing, telecasting, or telemarketing. However, this exclusion does not apply to offenses a., b. or c. under the definition of "personal injury."
- i. Arising out of oral or written publication of material, if done by or at the direction of the Insured with knowledge of its falsity;
- j. Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- k. Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the Insured; or

- l. Arising out of breach of contract;
- m. Arising out of the failure of goods, products and services to conform with the advertised quality or performance;
- n. Arising out of the wrong description of the price of goods, products or services;
- o. Arising out of the infringement of patent, trademark, service mark, trade name, trade (dress, trade secrets, copyright, title or slogan;
- p. Arising out of unfair competition;
- q. Arising out of antitrust violations;
- r. 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.
- s. Arising out of the rendering or failure to render any professional service.

17. Discrimination

Any damages arising out of discrimination by the insured based on race, color, creed, sex, religion, age, national origin, handicap, physical condition, political or sexual preference, or marital status.

18. AIDS/HIV

Any damages arising out of:

- a. Acquired immunodeficiency syndrome or human immunodeficiency virus;
- b. Exposure to anyone having acquired immunodeficiency syndrome or human immunodeficiency virus, or to substances or materials contaminated with acquired immunodeficiency syndrome or human immunodeficiency virus; or
- c. Fear of contracting acquired immunodeficiency syndrome or human immunodeficiency virus.

This exclusion also applies when damages arise out of any of the above-named diseases and an insured's act or failure to act in:

- 1) Hiring, training or supervising any person;
- 2) Controlling, monitoring or supervising the care of any person in the custody of any insured;
- 3) Testing, screening, segregating or obtaining medical treatment for any person in the custody of any insured; or
- 4) Disposing of contaminated substances or materials.

19. Employment-related Practices

Any damages arising out of any:

- a. Refusal to employ;
- b. Termination of employment;
- c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, harassment, humiliation, discrimination, or other employment-related practices, policies, acts or omissions;
- d. Consequential injury as a result of a. through c. above.

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

20. Non-monetary Damages

- a. Any damages arising out of any actions, claims, "suits" or demands seeking relief or redress in any form other than money damages; or
- b. Any costs, fees, or expenses which the insured may become obligated to pay as a result of an adverse judgment for injunctive or declaratory relief.

21. Doctors

Any damages arising out of an insured's acts or omissions as a doctor, physician, or surgeon.

22. Directors or Officers

Any damages arising out of the insured's activities as an officer or director of any corporation, company, or business other than that of your own.

23. Securities Acts

Any damages arising out of the Securities Act of 1933 or the Securities Exchange Act of 1934 or any state securities act (also known as blue sky laws).

24. Warranties or Guarantees

Any damages arising out of express or implied warranties or guarantees made by the insured.

25. Insolvency or Bankruptcy

Any damages arising out of the insolvency **or** bankruptcy of any insured or any other person or organization in which such insured has a financial interest.

26. Other Professional Services

Any damages arising out of the rendering of or failure to render professional services not described in the Declarations.

SECTION II - SUPPLEMENTARY PAYMENTS

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. 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.
- C. 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.
- D. All costs taxed against the insured in the "suit."

- E. 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 the period of time after the offer.
- F. 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.

SECTION III - WHO IS AN INSURED

A. If you are designated in the Declarations as:

1. 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.
2. 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.
3. 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.
4. 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.

B. Each of the following is also an insured:

1. 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" is an insured for:

a. Damages arising out of injury:

- 1) 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), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;
- 2) To the spouse, child, parent, brother or sister of that other "employee" as a consequence of paragraph a. 1) above;
- 3) 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 a. 1) or 2) above; or
- 4) Arising out of his or her providing or failing to provide professional health care services except for professional services of the type described in the Declarations.

b. "Property damage" to property:

- 1) Owned, occupied or used by,
- 2) 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," any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

2. Any person or organization having proper temporary custody of your property if you die, but only:
 - a. With respect to liability arising out of the maintenance or use of that property; and
 - b. Until your legal representative has been appointed.
2. 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 person while serving as a member of a formal accreditation or similar professional board or committee of yours or as a person charged with the duty of executing directives of any such board or committee.

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

SECTION IV - LIMITS OF INSURANCE

- A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 1. Insureds;
 2. Claims made or "suits" brought; or
 3. Persons or organizations making claims or bringing "suits."
- B. The Aggregate Limit is the most we will pay for all damages to which this insurance applies.
- C. Subject to B. above, the Each Occurrence Limit is the most we will pay for all damages arising out of any one "occurrence"

"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 V - CONDITIONS

A. Bankruptcy

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

B. Duties in the Event of Occurrence, Claim or Suit

1. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim. To the extent possible, notice should include:

- a. How, when and where the "occurrence" took place;
 - b. The names and addresses of any injured persons and any witnesses; and
 - c. The nature and location of any injury or damage arising out of the "occurrence."
2. If a claim is made or "suit" is brought against any insured, you must:
 - a. Immediately record the specifics of the claim or "suit" and the date received; and
 - b. 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.
 3. You and any other involved insured must:
 - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - b. Authorize us to obtain records and other information;
 - c. Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - d. 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.
 4. 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.

C. Legal Action Against Us

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

1. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
2. 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 obtained after an actual trial; 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.

D. Other Insurance

If other insurance is available to an insured that covers a loss that is also covered by this policy, except for insurance purchased to apply in excess of this policy, then the coverage provided by this policy will apply in excess of the other valid and collectible insurance.

E. Premium Audit

1. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
2. 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. Audit premiums are due and payable on notice to the first Named Insured. 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.
3. 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.

F. Representations

By accepting this policy, you agree:

1. The statements in the Declarations are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this policy in reliance upon your representations.

G. 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:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom claim is made or "suit" is brought.

H. 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.

SECTION VI - DEFINITIONS

- A. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment."
- B. "Coverage territory" means:
 1. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 2. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in 1. above.
- C. "Damages" means compensation, only in the form of money, for a person or entity who claims to have suffered a bodily injury, personal injury or advertising injury or who claims to have sustained property damage.
- D. "Employee" means any person employed by, leased to or volunteering services to you. "Employee" includes a "leased worker." "Employee" does not include a "temporary worker."
- E. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- F. "Impaired property" means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:
 1. It incorporates "your product" or "your work" that is known or thought to be

- defective, deficient, inadequate or dangerous; or
2. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
1. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 2. Your fulfilling the terms of the contract or agreement.
- G. "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."
- H. "Loading or unloading" means the handling of property or people:
1. While being moved from the place where the property or people are accepted for movement into or onto an aircraft, watercraft, or "auto";
 2. While in or on an aircraft, watercraft or "auto";
 3. While being moved from an aircraft, watercraft or "auto" to the place where the property or people are finally delivered.
- I. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises you own or rent;
 3. Vehicles that travel on crawler treads;
 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers
5. Vehicles not described in 1, 2, 3, or 4 above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers;
 6. Vehicles not described in 1, 2, 3, or 4 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":
 - a. Equipment designed primarily for:
 - 1) Snow removal;
 - 2) Road maintenance, but not construction or resurfacing; or
 - 3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- J. "Occurrence" means an event, including continuous or repeated exposure to substantially the same harmful conditions.
- K. "Property damage" means:
1. 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
 2. Loss of use of tangible property that is not physically injured. All such loss shall be deemed to occur at the time of the "occurrence" that caused it.
- L. "Suit" means a civil proceeding in which damages to which this insurance applies are alleged. "Suit" includes:

1. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- M. "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.
- N. "Your product" 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.

"Your product" 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.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

- O. "Your work" 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

"Your work" includes:

1. Warranties or representations made at any time with respect to the fitness, quality, durability or performance of "your work"; and
2. The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective **12/6/2022** at 12:01 A.M. Standard time, forms a part of Policy Number **BDG-3060698-01** issued to **244 Taxi Inc** by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

Professional Liability

EXCLUSION - PHYSICAL ABUSE OR SEXUAL ABUSE

This insurance does not apply to any "damages" arising out of:

- a. The actual, attempted, alleged, or threatened physical abuse or sexual abuse by anyone;
- b. The investigation, screening, hiring, training, placement, supervision, or retention of anyone who commits or has committed physical abuse or sexual abuse; or
- c. The reporting to the proper authorities or the failure to so report, of any physical abuse or sexual abuse.

This exclusion applies to "damages" arising out of any act or failure to act.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective **12/6/2022** at 12:01 A.M. Standard time, forms a part of Policy Number **BDG-3060698-01** issued to **244 Taxi Inc** by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

Professional Liability

Exclusion – Chinese Drywall

This insurance does not apply to any claim or "suit" for "bodily injury", "property damage", "personal and advertising injury" and we shall have no obligation to indemnify or defend any insured for "bodily injury," "property damage," or "personal and advertising injury" from the use, installation, distribution, or sale of drywall and/or sheetrock manufactured in whole, or part, in China.



Claims Reporting

All claims should be reported immediately. It is imperative that Maxum receive notice of a claim as soon as possible.

Claims can either be reported directly to Maxum or to your agent for processing.

All legal notices should be sent by fax or overnight mail. Many states have limited time frames to file a responsive pleading, thus requiring overnight mail.

If you want to report directly to Maxum, please use one of the methods listed below and include the following information:

1. Name of the insured
2. Policy number and policy dates
3. Date of the loss
4. Detailed description of how and where loss occurred
5. Names, address, home and cell phone numbers of all persons involved
6. Business, home and cell phone numbers of insured
7. Police department name and case number, if reported to police
8. Detailed description of injury or damages

Claims can be reported in the following ways:

1. E - m a i l

Email to: claims@mxmsig.com

2. F a x

Address to: Claims Department and send fax to (678) 597-4501

3. Phone

Toll Free: (860) 737-4333

4. U.S. Mail

Address to:
Claims Department
Maxum Indemnity Company
3655 North Point Parkway, Suite 500
Alpharetta, GA 30005



PRODUCER COMPENSATION NOTICE

You can review and obtain information on Maxum's producer compensation practices at www.thehartford.com or at 1-800-592-5717.