



Important Notice - In Witness Clause

In return for the payment of premium, and subject to the terms of this policy, coverage is provided as stated in this policy.

IN WITNESS WHEREOF, this Company has executed and attested these presents and, where required by law, has caused this policy to be countersigned by its duly Authorized Representative(s).

President

Corporate Secretary

QUESTIONS ABOUT YOUR INSURANCE? Your agent or broker is best equipped to provide information about your insurance. Should you require additional information or assistance in resolving a complaint, call or write to the following (please have your policy or claim number ready):

Zurich in North America
Customer Inquiry Center
1299 Zurich Way
Schaumburg, Illinois 60196-1056
1-800-382-2150 (Business Hours: 8 a.m. - 4 p.m. [CT])
Email: info.source@zurichna.com

Insured Name: TOPPING OUT, INC.

Policy Number: AUC 0217755-03

Effective Date: 12/01/2018



THIS DISCLOSURE IS ATTACHED TO AND MADE PART OF YOUR POLICY.

DISCLOSURE OF IMPORTANT INFORMATION RELATING TO TERRORISM RISK INSURANCE ACT

SCHEDULE*

Premium attributable to risk of loss from certified acts of terrorism for lines of insurance subject to TRIA: \$1,508
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*Any information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act ("TRIA"), as amended, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to the risk of loss from terrorist acts certified under that Act for lines subject to TRIA. That portion of premium attributable is shown in the Schedule above. The premium shown in the Schedule above is subject to adjustment upon premium audit, if applicable.

B. Disclosure of Federal Participation in Payment of Terrorism Losses

The United States Government may pay a share of insured losses resulting from an act of terrorism. The federal share will decrease by 5% from 85% to 80% over a five year period while the insurer share increases by the same amount during the same period. The schedule below illustrates the decrease in the federal share:

January 1, 2015 – December 31, 2015 federal share: 85%

January 1, 2016 – December 31, 2016 federal share: 84%

January 1, 2017 – December 31, 2017 federal share: 83%

January 1, 2018 – December 31, 2018 federal share: 82%

January 1, 2019 – December 31, 2019 federal share: 81%

January 1, 2020 – December 31, 2020 federal share: 80%

C. Disclosure of \$100 Billion Cap on All Insurer and Federal Obligations

If aggregate insured losses attributable to terrorist acts certified under TRIA exceed \$100 billion in a calendar year (January 1 through December 31) and an insurer has met its deductible under the program, that insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

D. Availability

As required by TRIA, we have made available to you for lines subject to TRIA coverage for losses resulting from acts of terrorism certified under TRIA with terms, amounts and limitations that do not differ materially from those for losses arising from events other than acts of terrorism.

E. Definition of Act of Terrorism under TRIA

TRIA defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act ("TRIA"), to be an act of terrorism. The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

1. To be an act of terrorism;
2. To be a violent act or an act that is dangerous to human life, property or infrastructure;
3. To have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. To have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed \$5,000,000.

Disclosure Statement



It is our pleasure to present the enclosed policy to you
for presentation to your customer.

INSTRUCTION TO AGENT OR BROKER:

WE REQUIRE THAT YOU TRANSMIT THE ATTACHED/ENCLOSED DISCLOSURE STATEMENT TO THE CUSTOMER
WITH THE POLICY.

Once again, thank you for your interest, and we look forward to meeting your needs and those of your customers.

Disclosure Statement



NOTICE OF DISCLOSURE FOR AGENT & BROKER COMPENSATION

If you want to learn more about the compensation Zurich pays agents and brokers visit:

<http://www.zurichnaproducercompensation.com>

or call the following toll-free number: (866) 903-1192.

This Notice is provided on behalf of Zurich American Insurance Company
and its underwriting subsidiaries.



Commercial Umbrella Liability Policy

Declarations

Insurance is provided by the company below.

American Guarantee and Liability Insurance Company

Policy Number: AUC 0217755-03

Renewal of Number: AUC 0217755-02

1. Named Insured: TOPPING OUT, INC.

Producer: LOCKTON COMPANIES, LLC

2. Mailing Address: 15109 SOUTH 23 1ST STREET
GRETNA, NE 68028

1015 N 98TH ST STE 101
OMAHA, NE 68114-2357

Email Address:

cacarlson@lockton.com

3. Policy Period: From: 12/01/2018 To: 12/01/2019
at 12:01 A.M. Standard Time at the address of the Named Insured.

4. Limits of Insurance:

A. \$15,000,000	Occurrence
B. \$15,000,000	Other Aggregate
C. \$15,000,000	Products/Completed Operations Aggregate
D. \$250,000	Casualty Business Crisis Aggregate Limit

5. Retained Limit: \$10,000 Occurrence

6. Policy Premium:

Advance Premium \$152,308

Policy Minimum Earned Premium \$38,077

7. Schedule of Underlying Insurance: See attached Schedule of Underlying Insurance

8. Endorsements Attached: See attached Schedule of Forms and Endorsements



Schedule of Forms and Endorsements

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
AUC 0217755-03	12/01/2018	12/01/2019	12/01/2018	28832000	-----	-----

Named Insured and Mailing Address:

TOPPING OUT, INC.
15109 SOUTH 23 1ST STREET
GRETNA, NE 68028

Producer:

LOCKTON COMPANIES, LLC
1015 N 98TH ST STE 101
OMAHA, NE 68114-2357

Form Name	Form Number	Edition Date
Important Notice - In Witness Clause	U-GU-319-F CW	(01/09)
Disclosure of Important Information Relating to Terrorism Risk Insurance Act	U-GU-630-D CW	(01/15)
Commercial Umbrella Liability Policy Declarations	U-UMB-D-101-C CW	(03/10)
Schedule of Underlying Insurance	U-UMB-105-A CW	(07/99)
Commercial Umbrella Liability Policy	U-UMB-103-C CW	(03/10)
Certified Act of Terrorism Retained Amount - Coverage B	U-UMB-406-D CW	(01/15)
Schedule of Named Insured(s)	U-GU-621-A CW	(10/02)
Aircraft Exclusion	U-UMB-110-B CW	(07/03)
Care, Custody Or Control Exclusion	U-UMB-129-B CW	(07/03)
Contractors Limitation Endorsement With Consolidated (Wrap-Up) Insurance Program Excluded	U-UMB-134-D CW	(01/14)
Employee Benefits Liability Follow Form	U-UMB-167-B CW	(07/03)
Lead Exclusion	U-UMB-193-A CW	(07/99)
Personal and Advertising Injury Follow Form	U-UMB-217-A CW	(07/99)
Notice of Occurrence Endorsement	U-UMB-384-B CW	(03/10)
Fungus or Bacteria Exclusion	U-UMB-385-B CW	(07/03)
Designated Work Exclusion	U-UMB-424-A CW	(07/03)
Silica or Silica Mixed Dust Exclusion	U-UMB-488-A CW	(06/04)
Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability Exclusion	U-UMB-920-A CW	(01/15)

Sanctions Exclusion Endorsement	U-GU-1191-A CW	(03/15)
Nebraska Changes	U-UMB-304-B NE	(04/10)
Exclusion-Recording And Distribution Of Material Or Information In Violation Of Law	U-UMB-525-F CW	(01/14)
Umbrella Amendatory Endorsement	U-UMB-906-A CW	(01/14)
Cap on Losses From Certified Acts of Terrorism	U-GU-767-B CW	(01/15)



Schedule of Underlying Insurance

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
AUC 0217755-03	12/01/2018	12/01/2019	12/01/2018	28832000	-----	-----

Named Insured and Mailing Address:

TOPPING OUT, INC.
15109 SOUTH 23 1ST STREET
GRETNA, NE 68028

Producer:

LOCKTON COMPANIES, LLC
1015 N 98TH ST STE 101
OMAHA, NE 68114-2357

Company, Policy No. and Term	Coverage	Applicable Limits	
A. Company: Zurich American Insurance Company	Commercial General Liability	\$2,000,000	Premises - Each Occurrence
Policy No: GLO 3707215-16		\$2,000,000	Products / Completed Ops - Each Occurrence
Term: 12/01/2018 to 12/01/2019		\$4,000,000	Products / Completed Operations Aggregate
		\$4,000,000	General Aggregate
			Per Location /Per Project
			Aggregate
			Unlimited
		\$2,000,000	Personal Injury/ Advertising Injury
	Including Employee Benefits	\$1,000,000	Employee Benefits - Each Claim
		\$2,000,000	Employee Benefits - General Aggregate

Company, Policy No. and Term	Coverage	Applicable Limits	
B. Company: Zurich American Insurance Company	Commercial Auto Liability	\$1,000,000	Combined Single Limit
Policy No: BAP 3707216-16			
Term: 12/01/2018 to 12/01/2019			

Company, Policy No. and Term	Coverage	Applicable Limits	
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C. Company: Zurich American Insurance Company	Employers Liability	\$1,000,000	Bodily Injury By Accident - Each Accident
Policy No: WC 3707217-16		\$1,000,000	Bodily Injury By Disease - Each Employee
Term: 12/01/2018 to 12/01/2019		\$1,000,000	Bodily Injury By Disease - Policy Limit



Commercial Umbrella Liability Policy

Zurich North America

Insurance is provided by the company designated on the Declarations of this policy.

Commercial Umbrella Liability Policy

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

Throughout this policy the words “you” and “your” refer to the **Named Insured** shown in the Declarations, and any other 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 in **SECTION V. DEFINITIONS** of this policy.

Words and phrases that are printed in bold-face type are defined in this policy. These definitions are found in **SECTION V. DEFINITIONS** of this policy or in the specific policy provision where they appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations and in accordance with the provisions of this policy we agree with you to provide coverage as follows:

Insuring Agreements

SECTION I. COVERAGE

A. Coverage A - Excess Follow Form Liability Insurance

Under **Coverage A**, we will pay on behalf of the **insured** those damages covered by this insurance in excess of the total applicable limits of **underlying insurance**. With respect to **Coverage A**, this policy includes:

1. The terms and conditions of **underlying insurance** to the extent such terms and conditions are not inconsistent or do not conflict with the terms and conditions referred to in Paragraph 2. below; and
2. The terms and conditions that apply to **Coverage A** of this policy.

Notwithstanding anything to the contrary contained above, if **underlying insurance** does not apply to damages, for reasons other than exhaustion of applicable Limits of Insurance by payment of **loss**, then **Coverage A** does not apply to such damages. Also, **Coverage A** does not apply to any form of **casualty business crisis expense** insurance even if such insurance is afforded under **underlying insurance** or would have been afforded except for the exhaustion of the Limits of Insurance of **underlying insurance**.

B. Coverage B - Umbrella Liability Insurance

Under **Coverage B**, we will pay on behalf of the **insured** those damages the **insured** becomes legally obligated to pay by reason of liability:

1. Imposed by law because of **bodily injury, property damage, or personal and advertising injury**; or
2. Assumed under an **insured contract** because of **bodily injury or property damage**;

covered by this insurance but only if the injury, damage or offense arises out of your business, takes place during the policy period of this policy and is caused by an **occurrence** happening anywhere. We will pay such damages in excess of the **Retained Limit** specified in Item 5. of the Declarations or the amount payable by **other insurance**, whichever is greater.

Coverage B does not apply to any **loss**, claim or **suit** for which insurance is afforded under **underlying insurance** or would have been afforded except for the exhaustion of the Limits of Insurance of **underlying insurance**.

The amount we will pay for **loss** under **Coverage A** or **Coverage B** is limited as described in **SECTION II. LIMITS OF INSURANCE**.

We have no obligation under **Coverage A** and/or **Coverage B** with respect to any settlement made without our consent.

The insurance afforded under **Coverage A** and **Coverage B** applies to **bodily injury or property damage** only if prior to the policy period, no **designated insured** knew that the **bodily injury or property damage** had occurred, in whole or in part. If such a **designated insured** 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.

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 **designated insured** includes any continuation, change or resumption of that **bodily injury** or **property damage** after the policy period; and

Bodily injury or **property damage** will be deemed to have been known to have occurred at the earliest time when any **designated insured**:

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.

C. Coverage C - Casualty Business Crisis Expense

Under **Coverage C**, we will pay for **casualty business crisis expense** regardless of fault arising from a **casualty business crisis** first commencing during the policy period. No **underlying insurance** or **Retained Limit** applies to **Coverage C**. Subject to the other terms and conditions of this coverage, we shall pay **casualty business crisis expense** from the first dollar of such expense.

The amount we will pay for **casualty business crisis expense** under **Coverage C** is limited as described in **SECTION II. LIMITS OF INSURANCE**.

Any amounts that we pay under **Coverage C** will not obligate us in any way under **Coverage A** or **Coverage B**.

SECTION II. LIMITS OF INSURANCE

A. With respect to **Coverage A** and **Coverage B**, the Limits of Insurance shown in the Declarations and the rules below describe the most we will pay, regardless of the number of:

1. **Insureds**;
2. Claims made or **suits** brought;
3. Coverages provided under this policy; or
4. Persons or organizations making claims or bringing **suits**.

B. The Limits of Insurance of this policy will apply as follows:

1. The limit stated in Item **4.B.** of the Declarations for the Other Aggregate is the most we will pay for all **loss** under **Coverage A** and **Coverage B** combined except for:
 - a. **Loss** covered under the **products-completed operations hazard**; and
 - b. **Loss** covered in **underlying insurance** to which no underlying aggregate limit applies.

In addition, with respect to **Coverage A** only, if a policy listed on the Schedule of Underlying Insurance contains aggregate limits, other than an aggregate limit applying to the **products-completed operations hazard**, the Other Aggregate limit stated in Item **4.B.** of the Declarations will apply in the same manner as such other aggregate limits of each policy listed in the Schedule of Underlying Insurance.

2. The limit stated in Item **4.C.** of the Declarations for the Products-Completed Operations Aggregate is the most we will pay for all **loss** under both **Coverage A** and **Coverage B** combined as a result of **bodily injury** or **property damage** included within the **products-completed operations hazard**.
3. Subject to Paragraph **B.1.** or **B.2.** above, whichever applies, the limit stated in Item **4.A.** of the Declarations for Occurrence is the most we will pay for all **loss** arising out of any one **occurrence**, even if such **loss** is covered, in whole or in part, under both **Coverage A** and **Coverage B**.

C. **Coverage A** applies only in excess of the greater of the actual Limits of Insurance of **underlying insurance** or the Limits of Insurance shown on the Schedule of Underlying Insurance forming a part of this policy.

D. With respect to **Coverage C**, the limit stated as the **Casualty Business Crisis Expense** Aggregate Limit in Item **4.D.** of the Declarations is the most we will pay for all **casualty business crisis expense** first commencing during the policy period. This limit is in addition to, and **casualty business crisis expense** does not reduce or exhaust, any other Limit of Insurance applicable to this policy.

- E. The Limits of Insurance of this policy 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 preceding period for purposes of determining the Limits of Insurance.
- F. With respect to **Coverage A** only and subject to paragraphs **B.1.**, **B.2.**, **B.3.** and **C.** above:
1. If the limits of **underlying insurance** have been reduced solely by payment of **loss** for which coverage is afforded under this policy, this policy will drop down to become immediately excess of the reduced underlying limit; or
 2. If the limits of **underlying insurance** have been exhausted solely by payment of **loss** for which coverage is afforded under this policy, this policy will continue in force as **underlying insurance**.

SECTION III. DEFENSE AND SUPPLEMENTARY PAYMENTS

- A. We have the right and duty to assume control of the investigation and settlement of any claim, or defense of any **suit** against the **insured** for damages covered by this policy:
1. Under **Coverage A**, when the applicable limit of **underlying insurance** and **other insurance** has been exhausted by payment of **loss** for which coverage is afforded under this policy; or
 2. Under **Coverage B**, when damages are sought for **bodily injury, property damage, or personal and advertising injury** to which no **underlying insurance** or **other insurance** applies.
- B. Under **Coverage C**, we do not assume any duty to control the investigation and settlement of any claim, or defense of any **suit** that may arise from a covered **casualty business crisis**.
- C. In those circumstances where paragraph **A.** above applies we will pay our expenses and the following to the extent that they are not included in **underlying insurance**:
1. Up to \$2,000 for the cost of bail bonds. We do not have to furnish these bonds.
 2. The cost of bonds to release attachments, but only for bond amounts within the amount of insurance available. We do not have to furnish these bonds.
 3. 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 because of time off from work.
 4. 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**.
 5. Pre-judgment interest awarded against the **insured** on that part of the judgment we pay. However, if we make an offer to pay the applicable Limit of Insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
 6. 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 that part of the judgment that is within the applicable Limits of Insurance.

When our expenses and the payments described in paragraph **C.** above are not included in the definition of **loss**, they will not reduce the Limits of Insurance.

- D. In those circumstances where paragraph **A.** above does not apply, we do not have the duty to assume control of the investigation and settlement of any claim, or defense of any **suit** against the **insured**. We do, however, have the right to participate in the investigation and settlement of any claim, or defense of any **suit** that we feel may create liability on our part under the terms of this policy. If we exercise this right, we will do so at our expense.

We will not investigate and settle any claim, or defend any **suit** after we have exhausted the applicable Limit of Insurance as stated in Item **4.** of the Declarations.

If we are prevented by law from carrying out the provisions of **Section III.** Paragraph **A.** above, we will pay any expense incurred with our consent.

SECTION IV. EXCLUSIONS

- A. Under **Coverage A** and **Coverage B**, this policy does not apply to any liability, damage, **loss**, cost or expense:

ASBESTOS

1. Arising out of or relating in any way to:

- a. Asbestos or which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, dispersal, release, leakage, leaching, friability, flaking escape or presence of asbestos, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to the injury or damage; or
- b. Any:
 - (1) Request, demand, order, statutory or regulatory requirement, direction or determination, that any **insured** or others test for, investigate, monitor, clean up, remove, study, contain, treat, encapsulate, control or take any other action regarding asbestos; or
 - (2) Claim or **suit** for damages arising out of or relating in any way to any request, demand, order, statutory or regulatory requirement, direction or determination than any **insured** or others test for, investigate, monitor, clean up, remove, study, contain, treat, encapsulate, control or take any other action regarding asbestos.

EMPLOYMENT PRACTICES

2. Arising out of any **bodily injury** or **personal and advertising injury** to:

- a. A person arising out of any:
 - (1) Failure to employ or promote that person;
 - (2) Termination of that person's employment, including actual or alleged constructive dismissal;
 - (3) Employment-related practices, policies, acts or omissions, including but not limited to injury arising from coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, molestation, humiliation, retaliation, hostile work environment, discrimination or malicious prosecution directed at that person; or
- b. The spouse, domestic partner, child, parent, brother or sister of that person as a consequence of any **bodily injury** or **personal and advertising injury** to that person at whom any of the employment related practices described in subparagraphs (1), (2) or (3) above is directed.

This exclusion applies:

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

LAWS, MISCELLANEOUS

3. Under any of the following:

- a. Any uninsured/underinsured motorist or **auto** no-fault or first party personal injury law;
- b. Any workers' compensation, unemployment compensation, or disability benefits law or any similar law; or
- c. The Employees' Retirement Income Security Act (E.R.I.S.A.) of 1974 as now or hereafter amended.

LOSS OF, OR LOSS OF USE OF INTANGIBLE PROPERTY

- 4. Arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate or process intangible property. For purposes of this insurance, **electronic data** is intangible property.

NUCLEAR

- 5. a. With respect to which any **insured** under this 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 Limits of Insurance; or
- b. Resulting from the **hazardous properties of nuclear material** and with respect to which:
 - (1) A person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or

- (2) Any **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; or
- c. Any injury or **nuclear property damage** resulting from the **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, any **insured**;
 - (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 any **insured**; or
 - (3) The injury or **nuclear property damage** arises out of the furnishing by any **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 subparagraph (3) applies only to **nuclear property damage** to such **nuclear facility** and any property thereat.

As used in this exclusion:

- a. **Hazardous properties** include radioactive, toxic or explosive properties.
- b. **Nuclear Facility** means:
 - (1) Any **nuclear reactor**;
 - (2) Any equipment or device designed or used for:
 - (a) Separating the isotopes of uranium or plutonium,
 - (b) Processing or utilizing **spent fuel**, or
 - (c) Handling, processing or packaging **waste**;
 - (3) 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 any **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; or
 - (4) 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.
- c. **Nuclear material** means **source material**, **special nuclear material** or **by-product material**.
- d. **Nuclear property damage** includes all forms of radioactive contamination of property.
- e. **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.
- f. **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.
- g. **Spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.
- h. **Waste** means any waste material:
 - (1) 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
 - (2) 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**.

VIOLATION OF STATUTES

- 6. Resulting from or arising directly or indirectly out of any action or omission that violates or is alleged to violate:
 - a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

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

WAR AND MILITARY ACTION

7. Arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. 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
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these,

regardless of any other cause or event that contributes concurrently or in any sequence to injury or damage.

B. Under **Coverage A** this policy does not apply to any liability, damage, **loss**, cost or expense:

POLLUTION

1. Arising directly or indirectly 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:
 - (1) 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;
 - (2) 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 **underlying insurance** 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
 - (3) 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 any **insured** or any person or organization for whom you maybe 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:
 - (1) 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 operation 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;
 - (2) 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;

- (3) 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**.
- f. That are, or that are contained in any property that is:
- (1) Being transported or towed by, handled, or handled for movement into, onto or from, any auto for which coverage is provided by **underlying insurance**;
 - (2) Otherwise in the course of transit by or on behalf of any **insured**; or
 - (3) Being stored, disposed of, treated or processed in or upon any auto.

However, this subparagraph **f.** does not apply to bodily injury or property damage arising out of:

- (i) The escape of fuels, lubricants, other operating fluids, exhaust gases or other similar **pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of a covered auto; or
- (ii) The escape of **pollutants** from a covered auto that directly results from the collision, upset or overturn of such auto while in the course of transit away from any premises owned by or rented to any **insured**.

2. 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** brought 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**.

C. Under **Coverage B** this policy does not apply to:

AIRCRAFT, AUTOS OR WATERCRAFT

1. Any liability, damage, **loss**, cost or expense arising out of the ownership, maintenance, operation, use, loading or unloading or entrustment to others of any
 - a. Aircraft owned by you or rented, loaned or chartered by or on behalf of you without crew;
 - b. **Auto**; or
 - c. Watercraft owned by you except watercraft while ashore on premises you own or rent.

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**.

EMPLOYEE INJURY

2. Any 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. Any injury to the spouse, domestic partner, child, parent, brother, or sister of that **employee** as a consequence of exclusion **2.a.** above.

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

IMPAIRED PROPERTY

3. **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 sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.

INTENTIONAL INJURY

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

PERSONAL and ADVERTISING INJURY

5. Personal and advertising injury:

- a. 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. 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. Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- d. Arising out of a criminal act committed by or at the direction of any **insured**;
- e. 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. Arising out of a breach of contract, except an implied contract to use another's advertising idea in your **advertisement**;
- g. Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your **advertisement**;
- h. Arising out of the wrong description of the price of goods, products or services stated in your **advertisement**;
- i. Arising out of the infringement of copyright, patent, trademark, trade secret, trade dress, slogan or other intellectual property rights.

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

- j. Committed by an **insured** whose business is:
 - (1) Advertising, broadcasting, publishing, electronic publishing or telecasting;
 - (2) Designing or determining content of web-sites for others; or
 - (3) An Internet search, access or content provider.

However, this exclusion **5.j.**, does not apply to sub-paragraphs **C.**, **12. a.**, **b.**, **c.** and **h.** of **personal and advertising injury** under **SECTION V. DEFINITIONS**.

For purposes of this exclusion **5.j.**, 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. Arising out of an electronic chatroom or bulletin board the **insured** hosts, owns or over which the **insured** exercises control; or
- l. 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.

POLLUTION

6. Any liability, damage, **loss**, cost or expense:

- a. Arising directly or indirectly out of the actual, alleged or threatened existence, discharge, seepage, migration, dispersal, release or escape of **pollutants**; or
- b. 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**.

PRODUCT RECALL

7. 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.

PROPERTY DAMAGE

8. **Property damage** to:
 - a. Property you own, rent or occupy, including any costs or expenses incurred by you, or any person or 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;
 - b. Premises you sell, give away or abandon if the **property damage** arises out of any part of those premises;
 - c. Property loaned to you;
 - d. Personal property in your care, custody or control;
 - e. 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;
 - f. That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it;
 - g. **Your product** arising out of it or any part of it; or
 - h. **Your work** arising out of it or any part of it and included in the **products-completed operations hazard**.
- D. Under **Coverage C**, this policy does not apply to any **casualty business crisis** arising out of, based upon or attributable to:

PRIOR NOTICE

1. Facts alleged, or to the same or related acts alleged or contained, in any crisis, claim or **suit** that has been reported, or in any circumstances where notice has been given under any policy of which this policy or any **underlying insurance** is a renewal or replacement; or

PENDING OR PRIOR CRISIS CLAIM OR SUIT

2. Any pending or prior claim or **suit** as of the inception date of this policy.

SECTION V. DEFINITIONS

In this policy, words and phrases appearing in bold face type have the definitions shown below.

- A. The following definitions are applicable to **Coverage A**, **Coverage B** and **Coverage C**.

1. **Designated insured** means:

- a. The person(s) and organization(s) specifically described under **SECTION V. DEFINITIONS**, sub-paragraphs **C.6.a.** through **C.6.e.** below for any **insured**; or
- b. Any **employee** authorized by you to give or receive notice of an **occurrence**, claim or **suit**.

2. **Electronic data** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
 3. **Loss** means those sums actually paid that the **insured** is legally obligated to pay as damages for the settlement or satisfaction of a claim because of injury or offense, after making proper deductions for all recoveries and salvage. However:
 - a. Under **Coverage A**:
 - (1) **Loss** also includes defense expenses and supplementary payments if **underlying insurance** includes defense expenses and supplementary payments in the Limits of Insurance; and
 - (2) **Loss** does not include defense expenses and supplementary payments if **underlying insurance** does not include defense expenses and supplementary payments in the Limits of Insurance.
 - b. Under **Coverage B**, **loss** does not include defense expenses and supplementary payments.
 4. **Other insurance** means a policy of insurance providing coverage that this policy also provides. **Other insurance** includes any type of self-insurance or other mechanisms by which an **insured** arranges for funding of legal liabilities.

Other insurance does not include **underlying insurance** or a policy of insurance specifically purchased to be excess of this policy providing coverage that this policy also provides.
 5. **Pollutants** mean any man-made or naturally occurring solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to: smoke; vapor; soot; fumes; acids; alkalis; chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
 6. **Suit** means a civil proceeding in which injuries or damages 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 pursuant to law or contract 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.
 7. **Underlying insurance** means the policy or policies of insurance listed in the Schedule of Underlying Insurance forming a part of this policy. We will only be liable for amounts in excess of the Limits of Insurance shown in the Schedule of Underlying Insurance for any **underlying insurance**.
- B. The following definitions are applicable to **Coverage A** only:
1. **Hostile fire** means one which becomes uncontrollable or breaks out from where it was intended to be.
 2. **Insured** means:
 - a. You;
 - b. Any person or organization included as an **insured** in **underlying insurance**; and
 - c. Any person or organization qualifying as an additional **insured** in **underlying insurance** but only to the same extent that such person or organization is an additional **insured** under such **underlying insurance**.
 3. **Non-Admitted Jurisdiction** means:
 - a. Any country or political subdivision in which we are not licensed or permitted to insure risks and where doing so would violate the insurance laws and regulations of such jurisdiction; or
 - b. Any country or political subdivision where we are prevented by law from investigating, defending or settling an **occurrence** or **suit**.
 4. **Occurrence** means a covered event as defined in **underlying insurance**.
 5. **Qualified Entity** means any entity, person or organization that is not an **insured** under this policy and would qualify as an **insured** under this policy, but for the fact that the entity is registered, domiciled or has ongoing operations in a **non-admitted jurisdiction**.

C. The following definitions are applicable to **Coverage B** only:

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 purpose of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purpose of attracting customers or supporters is considered an **advertisement**.
2. **Auto** means:
 - a. A land motor vehicle, trailer or semi-trailer 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 physical injury, sickness, or disease, including death of a person. **Bodily injury** to such person also means mental anguish, mental injury, humiliation, or shock if directly resulting from physical injury, sickness, or disease.
4. **Employee** includes a **leased worker**. **Employee** does not include a **temporary worker**.
5. **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;

- a. The repair, replacement, adjustment or removal of **your product** or **your work**; or
- b. Your fulfilling the terms of the contract or agreement.

6. **Insured** means:
 - a. You, if you are an organization shown in the Declarations, other than a partnership, joint venture or limited liability company. Your executive officers and directors are **insureds**, but only with respect to their duties as your executive officers or directors. Your stockholders are also **insureds**, but only with respect to their liability as stockholders;
 - b. You, if you are a partnership or joint venture shown in the Declarations. Your members, your partners, and their spouses or domestic partners are also **insureds**, but only with respect to the conduct of your business;
 - c. You and your spouse or domestic partner, if you are an individual shown in the Declarations, but only with respect to the conduct of a business of which you are the sole owner;
 - d. You, if you are a limited liability company shown in the Declarations. 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;
 - e. You, if you are a trust shown in the Declarations. Your trustees are also **insureds**, but only with respect to their duties as trustees;
 - f. Your **employees**, but only for acts within the scope of their employment by you;
 - g. Your **volunteer workers**, but only while performing duties related to the conduct of your business;
 - h. Any person or organization while acting as your real estate manager; or
 - i. Your legal representative if you die, but only with respect to duties as such.

No person or organization is an **insured** with respect to the conduct of any current, past or newly formed partnership, limited liability company or joint venture that is not designated within the Declarations of this policy as **Named Insured**.

7. **Insured contract** means any written or oral agreement entered into by the **insured** in the usual course of the business operations of the **insured** in which the **insured** assumes the tort liability of another to pay damages because of **bodily injury** or **property damage** to a third person or organization where the contract or agreement is made prior to the injury or damage. Liability means a liability that would be imposed by law in the absence of any contract or agreement.
8. **Leased worker** means a person leased to you by a labor leasing firm under an agreement between you and labor leasing firm, to perform duties related to the conduct of your business. **Leased worker** does not include a **temporary worker**.
9. **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 **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 **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 are 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 an **auto** 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**.

10. **Named insured** means:
- a. The person(s) and organization(s) designated in Item 1. of the Declarations of this policy;
 - b. Any organization, other than a partnership, joint venture or limited liability company, over which you maintain majority interest and to which more specific insurance does not apply, other than one which you newly acquire or form; or

- c. Any newly acquired or formed organization, other than a partnership, joint venture or limited liability company, over which you maintain majority interest and to which more specific insurance does not apply; provided that this policy does not apply to any injury or damage that took place before you acquired or formed the organization.

11. Occurrence means:

- a. With respect to **bodily injury** or **property damage** liability, an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- b. With respect to **personal and advertising injury**, a covered offense. All damages that arise from the same act, publication or general conditions are considered to arise out of the same **occurrence**, regardless of the frequency or repetition thereof, the number or kind of media used or the number of claimants.

12. 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**;
- g. Infringement upon another's copyright, trade dress or slogan in your **advertisement**; or
- h. Discrimination (unless insurance thereof is prohibited by law), not arising out of or related to employment practices.

Personal and advertising injury also means mental anguish, mental injury, humiliation, or shock, if directly resulting from an offense listed in Items **12.a.** through **12.h.** above.

13. Products-completed operations hazard means all **bodily injury** and **property damage** occurring away from premises you own or rent and arising out of **your product** or **your work** except:

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

This hazard does not include **bodily injury** or **property damage** arising out of:

- a. The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the loading or unloading of it by any **insured**; or
- b. The existence of tools, uninstalled equipment or abandoned or unused materials.

14. 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 shall be deemed to occur at the time of the **occurrence** that caused it.

15. **Retained limit** means the amount of damages applicable to each **occurrence** for which the **insured** is responsible that is shown in Item 5. of the Declarations.
16. **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.
17. **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.

18. **Your product** means:

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

Your product includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**; and
- b. The providing or failure to provide warnings or instructions.

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

19. **Your work** means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your work**; and
- b. The providing of or failure to provide warnings or instructions.

D. The following definitions are applicable to **Coverage C** only:

1. **Casualty business crisis** means an event that in the good faith opinion of your **principal**, in the absence of **casualty business crisis services**, has been or may be associated with:
- a. Damages covered by this policy under **Coverage A** that are in excess of the applicable limits of **underlying insurance** or under **Coverage B** that are in excess of the **Retained Limit**; and
 - b. Significant adverse regional or national media coverage.

Casualty business crisis shall include, without limitation, man-made disasters such as explosions, major crashes, multiple deaths or injuries, burns, dismemberment, traumatic brain injury, paraplegia, or contamination of food, drink or pharmaceuticals.

For purposes of **Coverage C**, a **casualty business crisis** will first commence when your **principal** first become aware of the **occurrence** and will conclude at the earliest of the time when the **casualty business crisis advisor** advises you that the crisis no longer exists or when the **Casualty Business Crisis Expense Aggregate Limit** has been exhausted.

2. **Casualty business crisis advisor** means any public relations firm or crisis management firm approved by us that is hired by you to perform **casualty business crisis services** in connection with a **casualty business crisis**.

3. **Casualty business crisis expense** means amounts paid:
- a. To you for the reasonable and necessary:
 - (1) Fees and expenses of a **casualty business crisis advisor** in the performance for you of **casualty business crisis services** solely for a covered **casualty business crisis**; and
 - (2) Amounts for printing, advertising, mailing of materials or travel by your directors, officers, employees or agents or a **casualty business crisis advisor** solely for a **casualty business crisis**; and
 - b. To others for the following reasonable and necessary expenses resulting from such covered **casualty business crisis** provided that such expenses have been approved by us:
 - (1) Medical expenses;
 - (2) Funeral expenses;
 - (3) Psychological counseling;
 - (4) Travel expenses;
 - (5) Temporary living expenses;
 - (6) Expenses to secure the scene of a **casualty business crisis**; and
 - (7) Any other expenses pre-approved by us.
4. **Casualty business crisis services** means those services performed by a **casualty business crisis advisor** in advising you on minimizing potential harm to you from a covered **casualty business crisis** by maintaining or restoring public confidence in you.
5. **Principal** means your Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, President, General Counsel or general partner (if you are a partnership) or sole proprietor (if you are a proprietorship).

SECTION VI. CONDITIONS

A. The following Conditions are applicable to **Coverage A**, **Coverage B** and **Coverage C**.

1. Appeals

In the event you or any underlying insurer elects not to appeal a judgment in excess of the amount of the **underlying insurance**, we may elect to appeal at our expense. If we do so elect, we will be liable for the costs and additional interest accruing during this appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in **SECTION II.** of this policy.

2. Audit of Books and Records

We may audit and examine your books and records as they relate to this policy at any time during the period of this policy and for up to three (3) years after the expiration or termination of this policy.

3. Bankruptcy or Insolvency

The bankruptcy, insolvency or inability to pay of any **insured** will not relieve us from our obligation to pay damages covered by this policy.

In the event of bankruptcy, insolvency or refusal or inability to pay, of any underlying insurer, the insurance afforded by this policy will not replace such **underlying insurance**, but will apply as if all the limits of any **underlying insurance** are fully available and collectible.

4. Cancellation and Nonrenewal

a. Cancellation

- (1) You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
- (2) We may cancel this policy. If we cancel because of non-payment of premium, we will mail or deliver to you not less than ten (10) days advance written notice when the cancellation is to take effect. If we cancel for any other reason, we will mail or deliver to you not less than ninety (90) days advance written notice stating the reason(s) for cancellation, as well as the date when the cancellation is to take effect. Mailing notice to you at your mailing address shown in Item **2.** of the Declarations will be sufficient to prove notice.

- (3) The policy period will end on the day and hour stated in the cancellation notice.
- (4) If this policy is cancelled, the final premium will be calculated pro rata based on the time this policy was in force.
- (5) Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter but the cancellation will be effective even if we have not made or offered any refund due you. Our check or our representative's check, mailed or delivered, will be sufficient tender of any refund due you.

b. Nonrenewal

If we decide not to renew this policy, we will mail or deliver to the first **Named insured** shown in the Declarations written notice of the nonrenewal not less than thirty (30) days before the expiration date.

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

5. Changes

Notice to any agent or knowledge possessed by any agent or any other person will not effect a waiver or a change in any part of this policy. This policy can only be changed by a written endorsement that becomes a part of this policy.

6. Currency

Settlements will be paid in United States currency or, when required, in the currency of the country or jurisdiction where the **loss or casualty business crisis** occurred. When conversion into another currency from United States currency is required to pay any **loss or casualty business crisis expense**, the rate of exchange will be determined on the date of the settlement. The rate of exchange will be the rate we incur in obtaining the foreign currency.

7. First Named Insured

The person or organization first named in Item 1. of the Declarations is responsible for the payment of all premiums. The first **Named Insured** will act on behalf of all other **insureds** for the giving and receiving of notice of cancellation or any other notice required under this policy or by statute or regulation, for the receipt and acceptance of this policy and any endorsements forming a part of this policy, and for the receiving of any return premiums that become payable under this policy.

8. Inspection

We have the right, but are not obligated to inspect the **insured's** premises and operations at any time. Our inspections are not safety inspections. They relate only to the insurability of the premises and operations and the premium to be charged. We may provide reports on the conditions we find. We may also recommend changes. While these reports may help reduce losses, we do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that the premises or operations are safe or healthful, or that they comply with laws, regulations, codes or standards.

9. Entities That Are Registered, Domiciled or Have Ongoing Operations in Non-Admitted Jurisdictions

This condition applies solely with respect to entities that are registered, domiciled or have ongoing operations in **non-admitted jurisdictions**.

With respect to a **qualified entity**:

- a. Under **Coverage A**, we will reimburse the first **Named Insured** for **loss** incurred by a **qualified entity** that would have been covered this policy but for the fact that the **loss** was incurred by a **qualified entity** including:

- (1) Damages covered by this policy in excess of the total applicable limits of **underlying insurance**; and
- (2) Reasonable defense expenses incurred with our consent.

We have no duty to defend any person or organization against any claim or **suit** brought or proceeding instituted against any **qualified entity** in a **non-admitted jurisdiction**, but we may, at our discretion, assume control of or participate in any investigation, defense, settlement or recovery proceedings.

- b. Coverage under this policy will not apply until the **qualified entity** or the **qualified entity's** underlying insurer has paid or is obligated to pay the full amount of the applicable limits of **underlying insurance**.

- c. The duties and requirements imposed upon any **insured** under this policy will not apply to any **non-admitted jurisdiction**. However, with respect to any claims made or **suits** brought in a **non-admitted jurisdiction**, it will be the duty of the first **Named Insured** to do or cause the applicable **qualified entity** to do such things as would be required of such **qualified entity** if **Coverage A** applied directly to such claim or **suit**, including:
 - (1) Make such investigation, defense or settlement as we deem reasonable;
 - (2) Obtain our approval for any payment; and
 - (3) Effect approved payments to others, in accordance with the terms and conditions of this insurance.
- d. Under **Coverage B**, this policy does not apply to any liability, damage, **loss**, cost or expense arising out of any operations or activities of a **qualified entity**.
- e. We will promptly pay the first **Named Insured** at the mailing address listed in Item 2. of the Declarations the amount of damages covered under the terms of this policy. If the first **Named Insured** or any **qualified entity** recovers from any third party all or part of any amount that we have paid pursuant to this insurance, the first **Named Insured** will promptly reimburse the amount of any such recovery to us.

10. Legal Action Against Us

There will be no right of action against us under this insurance unless:

- a. You have complied with all the terms of this policy; and
- b. The amount you owe has been determined by settlement with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a party in an action against you to determine your liability.

11. Maintenance of Underlying Insurance

During the period of this policy, you agree:

- a. To keep the policies listed in the Schedule of Underlying Insurance in full force and effect;
- b. That the Limits of Insurance of the policies listed in the Schedule of Underlying Insurance will be maintained except for any reduction or exhaustion of limits by payment of claims or **suits** for damages covered by **underlying insurance**;
- c. The policies listed in the Schedule of Underlying Insurance may not be canceled or not renewed by you without notifying us, and you agree to notify us in the event an insurance company cancels or declines to renew any policy listed in the Schedule of Underlying Insurance; and
- d. Renewals or replacements of the policies listed in the Schedule of Underlying Insurance will not be materially changed without our agreement.

If you fail to comply with these requirements, we will only be liable to the same extent that we would have been had you fully complied with these requirements.

12. Miscellaneous Unintentional Errors and Omissions

Any unintentional error or omission in the description of, or failure to describe completely, any premises or operations intended to be covered by this policy, shall not invalidate or affect the coverage for those operations or premises. However, the **insured** must report such error or omission to the company as soon as practicable after its discovery.

13. Other Insurance

If **other insurance** applies to damages that are also covered by this policy, this policy will apply excess of the **other insurance**. However, this provision will not apply:

- a. If the **other insurance** is written to be excess of this policy; or
- b. With respect to **Coverage A** only, if the **named insured** has agreed in a written contract to carry insurance to apply prior to and be non-contributory with that of another person or organization's insurance, but only as respects damages arising out of insured operations or work on behalf of the **named insured** performed under such written contract. The limits available to the other person or organization will be the lesser of the policy limits or the minimum limits required by such written contract. In that case, **other insurance** of that person or organization will apply as excess and not contribute prior to the insurance afforded by this policy.

Nothing herein will be construed to make this policy subject to the terms, conditions and limitations of such **other insurance**.

14. Premium

The premium for this policy as stated in Item **6.** of the Declarations is a flat premium. It is not subject to adjustment unless an endorsement is attached to this policy.

15. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned 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.

16. Terms Conformed to Statute

The terms of this policy which are in conflict with the statutes, laws, ordinances or regulations in any country, jurisdiction, state or province where this policy is issued are amended to conform to such statutes, laws, ordinances or regulations. If we are prevented by law or statute from paying on behalf of the **insured**, then we will, where permitted by law or statute, indemnify the **insured**.

17. Transfer of Rights of Recovery Against Others to Us

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

However, if any **insured** is required by a written contract or agreement which is executed before a **loss** to waive their rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations for which the **insured** has not waived their rights of recovery by contract.

- b. Any amount recovered will be apportioned in the inverse order of payment of **loss** to the extent of actual payment. The expenses of all such recovery proceedings will be apportioned in the ratio of respective recoveries.

18. Transfer of Your Rights and Duties

Your rights and duties under this insurance may not be transferred without our written consent. If you die, then 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 temporary custody of your property will have your rights and duties but only with respect to that property.

19. When Loss is Payable

Coverage under this policy will not apply until the **insured**, or the **insured's** underlying insurer has paid or is legally obligated to pay the full amount of the Underlying Limits of Insurance or **Retained Limit**.

When the amount of **loss** is determined by an agreed settlement or on a final judgment against an **insured** obtained after an actual trial, we will promptly pay on behalf of the **insured** the amount of **loss** covered under the terms of this policy. The first **Named Insured** will promptly reimburse us for any amount within the **Retained Limit** paid by us.

20. Violation of Economic or Trade Sanctions

If coverage for a claim or **suit** under this policy is in violation of any economic or trade sanctions of the United States of America then coverage for that claim or **suit** will be null and void.

B. The following Condition is applicable to **Coverage A** and **Coverage B**:

1. Notice of Occurrence, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an **occurrence** which may result in damages covered by this policy.

To the extent possible, notice will include:

- (1) How, when and where the **occurrence** 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**.
- b. Knowledge of an **occurrence** by the agent, servant or **employee** of yours, shall not in itself constitute knowledge by the **insured** unless you, or any **employee** authorized by you to give or receive notice of an **occurrence**, claim or **suit** shall have received such notice from the agent, servants or **employee**.
- c. If a claim or **suit** against any **Insured** is reasonably likely to involve this policy you must notify us in writing as soon as practicable.
- d. You and any other involved **insured** must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or **suit**;
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation, settlement or defense of the claim or **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.
- e. The **insureds** will not, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- f. Your failure to give notice of an **occurrence** to us shall not invalidate coverage under this policy if the **occurrence** was inadvertently reported to another Insurer. However, you shall report any such **occurrence** to us as soon as practicable once you become aware of such error.

C. The following Conditions are applicable to **Coverage C**:

1. Notice of a Casualty Business Crisis

You must see to it that we are notified of a **casualty business crisis** as soon as practicable after it first commences. Such notice shall include a description of the **casualty business crisis** and the reason it is likely to involve damages covered by this policy in excess of the applicable limits of **underlying insurance** under **Coverage A** or **Retained Limit** under **Coverage B** and significant adverse regional or national media coverage. We will not be liable for **casualty business crisis expense** incurred prior to, or more than one hundred eighty (180) days after the date notice of such **casualty business crisis** is first given to us. Notice to us shall be given to Zurich Claim Reporting, Care Center, P.O. Box 49547, Colorado Springs, CO 80949, Phone 1-800-987-3373, Fax 1-877-962-2567, E-Mail USZ Care Center@Zurichna.com.

2. Arbitration

If you and we disagree as to whether a **casualty business crisis** has occurred, both parties may, by mutual consent agree in writing to arbitration of the disagreement and the right to any reimbursement for **casualty business crisis expense**.

In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, both parties must request that selection be made by a judge of a court having jurisdiction. Each party will:

- a. Pay the expenses it incurs; and
- b. Bear the expenses of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in the state, county or parish in which the address shown in the Declarations is located. Local rules of law as to procedure and evidence will apply.

Certified Act of Terrorism Retained Amount Provisions – Coverage B



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
AUC 0217755-03	12/01/2018	12/01/2019	12/01/2018	28832000		

Named Insured and Mailing Address:

TOPPING OUT, INC.
15109 SOUTH 23 1ST STREET
GRETNA, NE 68028

Producer:

LOCKTON COMPANIES, LLC
1015 N 98TH ST STE 101
OMAHA, NE 68114-2357

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CERTIFIED ACT OF TERRORISM RETAINED AMOUNT SCHEDULE

Each Occurrence Retained Amount:	\$ 1,000,000
Products/Completed Operations Aggregate Retained Amount:	\$ 2,000,000
Other Aggregate Retained Amount:	\$ 2,000,000

Certified Act of Terrorism Retained Amount Provisions – Coverage B

The following additional provisions apply under **Coverage B** of this policy as respects any liability, damage, **loss**, cost or expense arising, directly or indirectly, out of a **certified act of terrorism**, including any action taken in hindering or defending against an actual or expected **certified act of terrorism**, regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage:

- A.** The Retained Amounts shown in the Schedule above apply in place of the **Coverage B retained limit** specified in Item 5. of the Declarations, or any amount payable by **other insurance**, whichever is greater, and are the only **retained amount** provisions applying to any **loss**, claim or **suit** from a **certified act of terrorism**. These provisions do not apply to any other **loss**, claim or **suit** not involving a **certified act of terrorism** that would still be subject to the applicable **Coverage B retained limit** amount. The specific **retained amounts** applying to **certified acts of terrorism** are as follows:
1. The Each Occurrence Retained Amount shown in the Schedule above is the total **retained amount** of damages for which the **insured** is responsible applicable to each **occurrence**.
 2. The Products-Completed Operations Aggregate Retained Amount shown in the Schedule above is the total **retained amount** of damages for which the **insured** is responsible, applicable to all **occurrences** included within the **products-completed operations hazard**.
 3. The Other Aggregate Retained Amount shown in the Schedule above is the total **retained amount** of damages for which the **insured** is responsible, applicable to all **occurrences** except for **occurrences** included within the **products-completed operations hazard**.
- B.** The following changes apply to **SECTION III. DEFENSE AND SUPPLEMENTARY PAYMENTS** as respects **Coverage B**, only as respects to a **loss**, claim or **suit** to which this endorsement applies:
1. We have the right and duty to assume control of the investigation and settlement of any claim, or defense of any **suit** against the **insured** for damages covered by this policy under **Coverage B**, when the applicable **retained amount** has been exhausted by payment of claims.

2. In those circumstances where paragraph **B.1.** of this endorsement applies, in addition to the applicable Limits of Insurance, we will pay our expenses and the following to the extent that they are not included in **underlying insurance** or **other insurance**:

- a. Up to \$2,000 for the cost of bail bonds. We do not have to furnish these bonds;
- b. The cost of bonds to release attachments, but only for bond amounts within the amount of insurance available. We do not have to furnish these bonds;
- c. 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 because of time off work;
- d. Costs taxed against the **insured** in the **suit**;
- e. Pre-judgment interest awarded against the **insured** on that part of the judgment we pay. However, if we make an offer to pay the applicable Limit of Insurance, we will not pay any pre-judgment interest on that period of time after the offer; and
- 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 that part of the judgment that is within the applicable Limits of Insurance.

3. In those circumstances where paragraph **B.1.** of this endorsement does not apply, we do not have the duty to assume control of the investigation and settlement of any claim, or defense of any **suit** against the **insured**. We do, however, have the right to participate in the investigation and settlement of any claim, or defense of any **suit** that we feel may create liability on our part under the terms of this policy. If we exercise this right, we will do so at our expense.

We will not investigate and settle any claim, or defend any **suit** after we have exhausted the applicable Limit of Insurance as stated in Item **4.** of the Declarations.

If we are prevented by law from carrying out the provisions of paragraph **B.1.** of this endorsement, we will pay any expense incurred with our consent.

C. The following provision is added to **SECTION VI. CONDITIONS**, Paragraph **A.10. Notice of Occurrence, Claim or Suit**:

You must notify us immediately in writing of any claim or **suit** which seeks damages in an amount which is fifty (50) percent or more of the amount of the Each Occurrence Retained Amount stated in the Schedule of this endorsement.

D. As used in this endorsement, **certified act of terrorism** means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act ("TRIA"), to be an act of terrorism. TRIA provides that the Secretary of Treasury shall certify an act of terrorism:

1. To be an act of terrorism;
2. To be a violent act or an act that is dangerous to human life, property or infrastructure;
3. To have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. To have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed \$5,000,000.

E. As used in this endorsement, **retained amount** means the amount of damages for which the **insured** is responsible as shown in the Schedule of this endorsement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



Schedule of Named Insureds

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
AUC 0217755-03	12/01/2018	12/01/2019	12/01/2018	28832000	-----	-----

Named Insured and Mailing Address:

TOPPING OUT, INC.
15109 SOUTH 23 1ST STREET
GRETNA, NE 68028

Producer:

LOCKTON COMPANIES, LLC
1015 N 98TH ST STE 101
OMAHA, NE 68114-2357

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Topping Out, Inc.

Profectus Holdings, Inc. (Holding company of Topping Out and Profectus Equipment, Inc.)

Profectus Equipment, Inc.

Davis Erection (division of Topping Out, Inc.)

Profectus Real Estate, LLC



Aircraft Exclusion

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
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Named Insured and Mailing Address:

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GRETNA, NE 68028

Producer:

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SECTION IV. EXCLUSIONS, Exclusion C. 1. AIRCRAFT, AUTOS OR WATERCRAFT, paragraph **a.** is deleted. The following exclusion is added to **SECTION IV. EXCLUSIONS**, paragraph **A.**:

AIRCRAFT

Under **Coverage A** and **Coverage B** this policy does not apply to any liability, damage, **loss**, cost or expense arising out of the ownership, maintenance, operation, use, entrustment to others, loading or unloading of any aircraft.

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**.



Care, Custody Or Control Exclusion

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
AUC 0217755-03	12/01/2018	12/01/2019	12/01/2018	28832000	-----	-----

Named Insured and Mailing Address:

TOPPING OUT, INC.
15109 SOUTH 23 1ST STREET
GRETNA, NE 68028

Producer:

LOCKTON COMPANIES, LLC
1015 N 98TH ST STE 101
OMAHA, NE 68114-2357

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Under **Coverage A** this policy does not apply to property damage to:

Real and Personal Property

of others in the care, custody or control of the **insured**.

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

Contractors Limitation Endorsement With Consolidated (Wrap-Up) Insurance Program Excluded



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
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Named Insured and Mailing Address:

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GRETNA, NE 68028

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OMAHA, NE 68114-2357

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Umbrella Liability Policy

A. Under Coverage A and Coverage B this policy does not apply to any liability, damage, **loss**, cost or expense:

1. Arising out of any project insured under a wrap-up or any consolidated insurance program under which you are enrolled.
2. Arising out of the rendering of or failure to render any professional services by any **insured** or by any person for whose acts any **insured** is legally liable in the conduct of the **insured's** business as an architect, engineer or surveyor, including, but not limited to:
 - a. The preparation or approval or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering services.

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 liability, damage, **loss**, cost or expense involved the rendering of or failure to render any professional services by you or any engineer, architect or surveyor who is either employed by you or performing work on your behalf in such capacity.

B. Under Coverage B only this policy does not apply to:

1. **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.
2. Any **property damage** included within the **explosion hazard**, the **collapse hazard** or the **underground property damage hazard**.

This exclusion does not apply to:

- a. Operations performed for you by others; or
- b. **Property damage** included within the **products-completed operations hazard**.

C. Definitions

As used in this endorsement:

1. **Collapse hazard** includes **structural property damage** and any resulting **property damage** to any other property at any time.
2. **Explosion hazard** includes **property damage** arising out of blasting or explosion. The **explosion hazard** does not include **property damage** arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.
3. **Structural property damage** means the collapse of or structural injury to any building or structure due to:
 - a. Grading of land, excavating, burrowing, filling, backfilling, tunneling, pile driving, cofferdam work or caisson work; or
 - b. Moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support of that building or structure.
4. **Underground property damage** means **property damage** to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus used with them beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, backfilling or pile driving.
5. **Underground property damage hazard** includes **underground property damage** and any resulting **property damage** to any other property at any time.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Employee Benefits Liability Follow Form

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
AUC 0217755-03	12/01/2018	12/01/2019	12/01/2018	28832000	-----	-----

Named Insured and Mailing Address:

TOPPING OUT, INC.
15109 SOUTH 23 1ST STREET
GRETNA, NE 68028

Producer:

LOCKTON COMPANIES, LLC
1015 N 98TH ST STE 101
OMAHA, NE 68114-2357

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Under **Coverage B** only, this policy does not apply to any liability, damage, **loss**, cost or expense imposed on any **insured** as a Fiduciary Administrator, or other party in interest arising out of any **Employee Benefits Program**, record handling in connection with any **Employee Benefits Program**, or effecting or terminating any employee's participation in any plan included in any "**Employee Benefits Program**".

As used in this endorsement:

Employee Benefits Program means any group life insurance, group accident or health insurance, profit sharing plans, pension plans, stock subscription plans, unemployment insurance, social security benefits, workers' compensation and disability benefits and any other similar plans.



Lead Exclusion

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
AUC 0217755-03	12/01/2018	12/01/2019	12/01/2018	28832000	-----	-----

Named Insured and Mailing Address:

TOPPING OUT, INC.
15109 SOUTH 23 1ST STREET
GRETNA, NE 68028

Producer:

LOCKTON COMPANIES, LLC
1015 N 98TH ST STE 101
OMAHA, NE 68114-2357

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
A. Under Coverage A and Coverage B this policy does not apply to:

1. Any liability, damage, **loss**, cost or expense arising out of, resulting from, caused by or contributed to by toxic or pathological properties of lead, lead compounds or lead contained in any materials;
2. Any cost or expense to abate, mitigate, remove or dispose of lead, lead compounds or materials containing lead;
3. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with paragraphs **1.** or **2.** above; or
4. Any obligation to share damages with or repay anyone else who must pay damages in connection with paragraphs **1.**, **2.**, or **3.** above.



Personal and Advertising Injury Follow Form

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
AUC 0217755-03	12/01/2018	12/01/2019	12/01/2018	28832000	-----	-----

Named Insured and Mailing Address:

TOPPING OUT, INC.
15109 SOUTH 23 1ST STREET
GRETNA, NE 68028

Producer:

LOCKTON COMPANIES, LLC
1015 N 98TH ST STE 101
OMAHA, NE 68114-2357

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Under **Coverage B** only, this policy does not apply to any liability, damage, **loss**, cost or expense arising out of any **personal and advertising injury** offense.



Notice of Occurrence Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
AUC 0217755-03	12/01/2018	12/01/2019	12/01/2018	28832000	-----	-----

Named Insured and Mailing Address:

TOPPING OUT, INC.
15109 SOUTH 23 1ST STREET
GRETNA, NE 68028

Producer:

LOCKTON COMPANIES, LLC
1015 N 98TH ST STE 101
OMAHA, NE 68114-2357

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Any Notice of Occurrence as required in **SECTION VI. CONDITIONS**, Condition **B.1.** of the policy should be reported to:

**Zurich Claim Reporting
Care Center
P.O. Box 49547
Colorado Springs, CO 80949**

**Phone: 1-800-987-3373
Fax: 1-877-962-2567
Email: USZ CareCenter@Zurichna.com**

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



Fungus or Bacteria Exclusion

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
AUC 0217755-03	12/01/2018	12/01/2019	12/01/2018	28832000	-----	-----

Named Insured and Mailing Address:

TOPPING OUT, INC.
15109 SOUTH 23 1ST STREET
GRETNA, NE 68028

Producer:

LOCKTON COMPANIES, LLC
1015 N 98TH ST STE 101
OMAHA, NE 68114-2357

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Under **Coverage A** and **Coverage B** this policy does not apply to any liability, damage, **loss**, cost or expense:

- A.** Caused directly or indirectly by the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any:
 - 1. Fungi, or bacteria; or**
 - 2. Substance, vapor or gas produced by or arising out of any fungi or bacteria.**
- B.** 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.

Definitions

As used in this endorsement:

- 1. Bacteria** means any type or form of bacteria and any materials or substances that are produced or released by bacteria.
- 2. Fungi** means any type or form of fungus, including mold or mildew and any mycotoxins, **spores**, scents or by-products produced or released by fungi.
- 3. Spores** means reproductive bodies produced by or arising out of **fungi**.

This exclusion does not apply to any **fungi** or **bacteria** that are, are on, or are contained in, an edible good or edible product intended for human or animal consumption.



Designated Work Exclusion

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
AUC 0217755-03	12/01/2018	12/01/2019	12/01/2018	28832000	-----	-----

Named Insured and Mailing Address:

TOPPING OUT, INC.
15109 SOUTH 23 1ST STREET
GRETNA, NE 68028

Producer:

LOCKTON COMPANIES, LLC
1015 N 98TH ST STE 101
OMAHA, NE 68114-2357

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Under **Coverage A** and **Coverage B** this policy does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard** and which arises out of any of **your work** designated in the Schedule below.

SCHEDULE OF EXCLUDED WORK

1. The design, manufacture, construction, fabrication, preparation, installation, application, maintenance or repair, including remodeling, service, correction, or replacement of an **exterior insulation and finish system** (commonly referred to as synthetic stucco) or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system.
2. Any work or operations with respect to any exterior component, fixture or feature of any structure if an **exterior insulation and finish system** is used on any part of that structure.

For the 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:

- 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; and
- d. A finish coat providing surface texture and color.



Silica or Silica Mixed Dust Exclusion

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
AUC 0217755-03	12/01/2018	12/01/2019	12/01/2018	28832000	-----	-----

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Under **Coverage A** and **Coverage B**, this policy does not apply to:

1. Any liability, damage, **loss**, cost or expense caused directly or indirectly, in whole or in part, by the actual, alleged or threatened inhalation, ingestion, absorption, exposure to, existence of or presence of **silica**; or
2. Any **loss**, costs or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any manner responding to or assessing the effects of **silica** by any **insured** or by any other person or entity.
3. As used in this exclusion, silica means:
 - a. Any form of crystalline or non-crystalline (amorphous) silica, silica particles, silica compounds, silica dust or silica mixed or combined with dust or other particles; or
 - b. Synthetic silica, including precipitated silica, silica gel, pyrogenic or fumed silica or silica-flour.

Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability Exclusion



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
AUC 0217755-03	12/01/2018	12/01/2019	12/01/2018	28832000		

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Paragraph **A. 4.** of **SECTION IV. EXCLUSIONS** is replaced by the following:

Under **Coverage A** and **Coverage B**, this policy does not apply to any liability, damage, loss, cost or expense:

ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY**4.** Arising out of:

- a.** 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
- b.** 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 **a.** or **b.** above.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



Sanctions Exclusion Endorsement

Policyholder: TOPPING OUT, INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The following exclusion is added to the policy to which it is attached and supersedes any existing sanctions language in the policy, whether included in an Exclusion Section or otherwise:

SANCTIONS EXCLUSION

Notwithstanding any other terms under this policy, we shall not provide coverage nor will we make any payments or provide any service or benefit to any insured, beneficiary, or third party who may have any rights under this policy to the extent that such cover, payment, service, benefit, or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

The term policy may be comprised of common policy terms and conditions, the declarations, notices, schedule, coverage parts, insuring agreement, application, enrollment form, and endorsements or riders, if any, for each coverage provided. Policy may also be referred to as contract or agreement.

We may be referred to as insurer, underwriter, we, us, and our, or as otherwise defined in the policy, and shall mean the company providing the coverage.

Insured may be referred to as policyholder, named insured, covered person, additional insured or claimant, or as otherwise defined in the policy, and shall mean the party, person or entity having defined rights under the policy.

These definitions may be found in various parts of the policy and any applicable riders or endorsements.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

Nebraska Changes



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
AUC 0217755-03	12/01/2018	12/01/2019	12/01/2018	28832000	-----	-----

Named Insured / Mailing Address:

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. SECTION VI. CONDITIONS, A., 2. Audit of Books and Records, is deleted and replaced with the following:

2. Audit of Books and Records

- a.** Except as provided in **b.** below, we may examine and audit your books and records as they relate to this insurance at any time during the policy period and up to three years afterward.
- b.** Any audit conducted to determine the premium due or to be refunded must be completed within 180 days after:
 - (1)** The expiration date of this policy; or
 - (2)** The anniversary date, if this is a continuous policy or a policy written for a term longer than one year; unless you agree in writing to extend the audit period.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Exclusion-Recording And Distribution Of Material Or Information In Violation Of Law



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Umbrella Liability Policy

Under **Section IV. Exclusions**, paragraph **A. 6. Violation Of Statutes** is replaced by the following:

RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW

- 6.** Directly or indirectly arising out of or based upon any action or omission that violates or is alleged to violate:
- a.** The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
 - b.** The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
 - c.** The Fair Credit Reporting Act (FCRA) and any amendment of or addition to such law including the Fair and Accurate Credit Transactions Act (FACTA); or
 - d.** Any federal, state or local statute, ordinance, or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA, and their amendments and additions, or any other legal liability, at common law or otherwise, that addresses, prohibits, or limits the printing, dissemination, disposal, monitoring, collecting, recording, use of, sending, transmitting, communicating or distribution of material or information.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Umbrella Amendatory Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
AUC 0217755-03	12/01/2018	12/01/2019	12/01/2018	28832000		

Named Insured and Mailing Address:

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15109 SOUTH 23 1ST STREET
GRETNA, NE 68028

Producer:

LOCKTON COMPANIES, LLC
1015 N 98TH ST STE 101
OMAHA, NE 68114-2357

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Umbrella Liability Policy

- A.** Under **SECTION IV. EXCLUSIONS**, Paragraph **C.5. Personal and Advertising Injury**, Subparagraphs **b.** and **c.** are replaced by the following:
- b.** Arising out of oral or written publication, in any manner, of material, if done by or at the direction of the **insured** with knowledge of its falsity;
 - c.** Arising out of oral or written publication, in any manner, of material, whose first publication took place before the beginning of the policy period;
- B.** Under **SECTION V. DEFINITIONS**, Paragraph **C.2. Auto**, Subparagraph **b.** is replaced by the following:
- b.** Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged;
- C.** Under **SECTION V. DEFINITIONS**, Paragraph **C.9. Mobile equipment**, the last Paragraph under the definition of **Mobile equipment** is replaced by the following:
- However, **mobile equipment** does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered **autos**.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Cap On Losses From Certified Acts Of Terrorism

Insured's Name	Policy Number	Effective Date	Endorsement Number
TOPPING OUT, INC.	AUC 0217755-03	12/01/2018	17

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies your insurance.

Commercial Umbrella Liability Policy

A. Cap on Losses From Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with provisions of the federal Terrorism Risk Insurance Act ("TRIA"), to be an act of terrorism. The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

1. To be an act of terrorism;
2. To be a violent act or an act that is dangerous to human life, property or infrastructure;
3. To have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. To have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed \$5,000,000.

If aggregate insured losses attributable to one or more "certified acts of terrorism" exceed \$100 billion in a calendar year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

B. Application of Other Exclusions

The terms and limitations of a terrorism exclusion or any other exclusion, or the inapplicability or omission of a terrorism exclusion or any other exclusion, do not serve to create coverage which would otherwise be excluded, limited or restricted under this policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.