



Ategrity Specialty Insurance Company  
15990 Greenway-Hayden Loop  
Suite D-160  
Scottsdale, Arizona 85260  
Telephone: 480.237.2417

**Coverage afforded by this policy is provided by the Company (Insurer) and named in the Declarations.**

**In Witness Whereof, the Company has caused this policy to be executed and attested.**

A handwritten signature in black ink that appears to read "Michael D. Miller".

Secretary

A handwritten signature in black ink that appears to read "Michael D. Miller".

President



## ATEGRITY SPECIALTY INSURANCE COMPANY

### CLAIM REPORTING INFORMATION

Your insurance policy has been placed with Ategrity Specialty Insurance Company. Promptly reporting an event that could lead to a claim, as required by your policy, helps us fulfill this commitment to you. Please refer to your policy for this and all other terms and conditions.

In the event of a claim to which this policy may apply, please give immediate notice to:

**CLAIM DEPARTMENT  
ATEGRITY SPECIALTY INSURANCE COMPANY**

Email: Claims@ategrity.com  
Phone: 480.237.2417  
Toll Free: 1.833.783.6206  
Fax: 602.419.2977

In order to expedite your claims process, please be prepared to furnish as much of the following information as possible:

- Policy Number
- Date, time and location of the accident/loss
- Details of the accident/loss
- Name, address and phone number of involved parties
- Name of law enforcement agency or fire department along with any file or incident number

**PLEASE REFER TO YOUR POLICY FOR SPECIFIC CLAIM REPORTING REQUIREMENTS**

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 AM STANDARD TIME)	NAMED INSURED	AGENT NO.
01-C-GL-P00000158-0	08/25/2019	Tom Quinn	0000000013

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

## SERVICE OF SUIT CLAUSE

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due under this policy, the Company at the request of the Insured (or reinsured), will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give the Court jurisdiction. All matters which arise will be determined in accordance with the law and practice of the Court. In a suit instituted against any one of them under this contract, the Company agrees to abide by the final decision of the Court or of any Appellate Court in the event of an appeal.

Pursuant to any statute of any state, territory or district of the United States of America which makes a provision, the Company will designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the Insured (or reinsured) or any beneficiary arising out of this contract of insurance (or reinsurance).

The officer named below is authorized and directed to accept service of process on behalf of the Company:

Michael D. Miller  
 Ategrity Specialty Insurance Company  
 15990 N. Greenway-Hayden Loop, Suite D-160  
 Scottsdale, Arizona 85260

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

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AUTHORIZED REPRESENTATIVE / DATE



## ATEGRITY SPECIALTY INSURANCE COMPANY

15990 N Greenway Hayden Loop, Suite D-160, Scottsdale, AZ 85260

### GENERAL LIABILITY DECLARATION

POLICY NO: 01-C-GL-P00000158-0

**ACCOUNT NUMBER:****NAMED INSURED AND MAILING ADDRESS**

TOM QUINN  
7265 W LONE CACTUS DR  
GLENDALE, AZ 85308

**AGENCY AND MAILING ADDRESS**

JIM-GILES CORP  
7011 N SCOTTSDALE RD  
SCOTTSDALE, AZ 85255

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**POLICY PERIOD:** FROM 05/25/2019 TO 05/25/2020 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

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

#### COMMERCIAL GENERAL LIABILITY COVERAGE

LIMITS OF INSURANCE		
GENERAL AGGREGATE	\$2,500,000	
PRODUCTS - COMPLETED OPERATIONS		
AGGREGATE	\$2,500,000	
PERSONAL INJURY & ADVERTISING INJURY	\$2,000,000	
EACH OCCURRENCE	\$2,000,000	
DAMAGE TO PREMISES RENTED TO YOU	\$200,000	ANY ONE PREMISES
MEDICAL EXPENSE	\$10,000	ANY ONE PERSON

#### MISCELLANEOUS COVERAGE - LOCATIONS

LOCATION NO	COVERAGE	PREMIUM BASIS	ESTIMATED EXPOSURE
1	Coverage-A		

**LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:**

1 7265 W Lone Cactus Dr, Glendale, AZ 85308



# TEGRITY SPECIALTY INSURANCE COMPANY

## GENERAL LIABILITY

### GENERAL CHANGE ENDORSEMENT

POLICY NO: 01-C-GL-P00000158-0  
NAMED INSURED: TOM QUINN

EFFECTIVE DATE: 05/25/2019  
AGENT: JIM-GILES CORP

DESCRIPTION OF BUSINESS									
FORM OF BUSINESS:									
<input type="checkbox"/> INDIVIDUAL		<input type="checkbox"/> PARTNERSHIP		<input type="checkbox"/> JOINT VENTURE		<input type="checkbox"/> TRUST			
<input type="checkbox"/> LIMITED LIABILITY COMPANY		<input type="checkbox"/> ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY)							
<input checked="" type="checkbox"/> OTHER									
BUSINESS DESCRIPTION: Landscape									

LOC	COVERAGE	CLASSIFICATION	CODE	PREMIUM BASIS	EXPOSURE	PREMISES RATE	PRODUCTS RATE	OTHER RATE	PREMIUM
1	Premises/ Operations Liability	Anhydrous Ammonia Dealers and Distributors	10036	Gross Sales	350,000	2.658			\$.00
1	Premises/ Operations Liability	Clubs - civic, service or social - no buildings or premises owned or leased except for office purposes (Not-For-Profit)	41670	Number of Members	89,000	3.177			\$.00
1	Products/ Completed Operations Liability	Anhydrous Ammonia Dealers and Distributors	10036	Gross Sales	350,000		2.486		\$.00
1	Products/ Completed Operations Liability	Clubs - civic, service or social - no buildings or premises owned or leased except for office purposes (Not-For-Profit)	41670	Number of Members	89,000		0		\$.00



## TEGRITY SPECIALTY INSURANCE COMPANY

### GENERAL LIABILITY

#### GENERAL CHANGE ENDORSEMENT

POLICY NO: 01-C-GL-P00000158-0  
NAMED INSURED: TOM QUINN

EFFECTIVE DATE: 05/25/2019  
AGENT: JIM-GILES CORP

TERRORISM RISK INSURANCE ACT CHARGE IS  
ACCEPTED

GENERAL LIABILITY PREMIUM	-\$1.00
TRIA – OPTIONAL COVERAGES	-\$70.00
TOTAL PREMIUM	-\$71.00

#### FORMS AND ENDORSEMENTS

APPLYING TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE:

See Forms Schedule

NOTE: IF NO ENTRY APPEARS ON THE ABOVE ENDORSEMENTS, INFORMATION REQUIRED TO COMPLETE THE FORM WILL BE SHOWN ON THE SUPPLEMENTAL FORM DECLARATION IMMEDIATELY FOLLOWING THE APPLICABLE ENDORSEMENT.

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



## ATEGRITY SPECIALTY INSURANCE COMPANY

15990 N Greenway Hayden Loop, Suite D-160, Scottsdale, AZ 85260

### FORMS SCHEDULE

POLICY NO: 01-C-GL-P00000158-0

**ACCOUNT NUMBER:****NAMED INSURED AND MAILING ADDRESS**

TOM QUINN  
7265 W LONE CACTUS DR  
GLENDALE, AZ 85308

**AGENCY AND MAILING ADDRESS**

13

JIM-GILES CORP  
7011 N SCOTTSDALE RD  
SCOTTSDALE, AZ 85255

**POLICY PERIOD:** FROM 05/25/2019 TO 05/25/2020 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

**NOTE: IF NO ENTRY APPEARS ON THE FOLLOWING ENDORSEMENTS, INFORMATION REQUIRED TO COMPLETE THE FORM WILL BE SHOWN ON THE SUPPLEMENTAL FORM DECLARATION IMMEDIATELY FOLLOWING THE APPLICABLE ENDORSEMENT.**

<b>COMMERCIAL GENERAL LIABILITY POLICY FORMS</b>		
ASIC-NOT-0002 10-18	Claim Reporting Information	
GL-DECLARATION-ENDT 01-10	General Change Endorsement - General Liability	
GL-DECLARATION 12-08	General Liability Declaration	
ASIC-AF-0003 08-18	Service Of Suit Clause	
ASIC-AF-0000 08-18	Cover Page	
IL 12 01 11-85	Policy Changes	Added
CG 21 84 01-15	Exclusion Of Certified Nuclear, Biological, Chemical Or Radiological Acts Of Terrorism; Cap On Losses From Certified Acts Of Terrorism	Modified
ASIC-GL-0050 08-18	Hydraulic Fracturing Exclusion	Modified
ASIC-GL-0024 08-18	Errors And Omissions Coverage Part	Modified
ASIC-GL-0039 08-18	Lead Contamination Exclusion	Modified
ASIC-GL-0071 08-18	Amendment To Other Insurance Condition	Modified
ASIC-GL-0066 08-18	Total Assault And/Or Battery Exclusion	Modified
ASIC-GL-0051 08-18	Schedule Of Additional Interests	Modified
ASIC-GL-0040 08-18	Asbestos Exclusion	Modified
ASIC-GL-0029 08-18	Amendment Of Conditions (Nonrenewal)	Modified
ASIC-GL-0038 08-18	Amendment Of Nonpayment Cancellation Condition	Modified
ASIC-GL-0069 08-18	Known Injury Or Damage Exclusion-Personal And Advertising Injury	Modified
ASIC-GL-0015 07-18	Punitive Or Exemplary Damages Exclusion	Modified
ASIC-GL-0045 08-18	Marijuana Cannabis Liability Exclusion	Modified
ASIC-GL-0026 08-18	Contractors Special Conditions	Modified
ASIC-AF-0014 01-19	Subjectivities	Modified

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

## **POLICY CHANGES**

Policy Change  
Number 001

POLICY NUMBER <b>01-C-GL-P00000158-0</b>	POLICY CHANGES EFFECTIVE <b>08/25/2019</b>	COMPANY <b>Ategrity Specialty Insurance Company</b>
NAMED INSURED <b>Tom Quinn</b>		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED <b>General Liability</b>		
CHANGES <b>GL - Delete Product Withdrawal Coverage</b>		

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Authorized Representative Signature



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

## **EXCLUSION OF CERTIFIED NUCLEAR, BIOLOGICAL, CHEMICAL OR RADIOLOGICAL ACTS OF TERRORISM; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

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

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

This insurance does not apply to:

### **TERRORISM**

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism". However, this exclusion applies only when one or more of the following are attributed to such act:

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

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

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

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

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- c. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

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

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 AM STANDARD TIME)	NAME INSURED	AGENT NO.
01-C-GL-P00000158-0	08/25/2019	Tom Quinn	0000000013

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#### HYDRAULIC FRACTURING EXCLUSION

This endorsement modifies insurance provided under the following:

#### **COMMERCIAL GENERAL LIABILITY COVERAGE PART ERRORS AND OMISSIONS COVERAGE PART**

- A.** The following is added to Paragraph 2. Exclusions of Section I—Coverage A. Bodily Injury And Property Damage Liability of the Commercial General Liability Coverage Part and Paragraph 2. Exclusions of SECTION I—COVERAGE of the Errors And Omissions Coverage Part:

This insurance does not apply to:

#### **Hydraulic Fracturing**

1. “Bodily injury,” “property damage” or “error or omission”:
  - a. Arising, in whole or in part, out of any operation involving substances under pressure being pumped underground with the objective of creating fractures in geologic formations to facilitate the release and extraction of hydro-carbons, including, but not limited to, oil or natural gas. Such operations include, but are not limited to, “hydraulic fracturing,” “gas fracking” and/or the actual, alleged, threatened or suspected contact with, exposure to, existence of or presence of any “flowback” or the handling, transporting, storage, release or disposal of any “flowback” by any insured or by any other person or entity; or
  - b. Caused, directly or indirectly or in whole or in part, by the movement, in any direction, of earth or land arising, in whole or in part, out of any operation involving substances under pressure being pumped underground with the objective of creating fractures in underground geologic formations to facilitate the release and extraction of hydrocarbons, including, but not limited to, oil or natural gas. Such operations include, but are not limited to, “hydraulic fracturing” or “gas fracking.”
2. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, remediating or disposing of, or in any way responding to or assessing the effects of “hydraulic fracturing,” “gas fracking” or “flowback,” by any insured or by any other person or entity.

# TEGRITY SPECIALTY INSURANCE COMPANY

We will have no duty to settle any claim or defend any “suit” against the insured arising out of or in any way related to items **1.** or **2.**Above.

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

This insurance does not apply to:

## **Hydraulic Fracturing**

1. “Personal and advertising injury”:
  - a. Arising, in whole or in part, out of any operation involving substances under pressure being pumped underground with the objective of creating fractures in underground geologic formations to facilitate the release and extraction of hydrocarbons, including, but not limited to, oil or natural gas. Such operations include, but are not limited to, “hydraulic fracturing,” “gas fracking” and/or the actual, alleged, threatened or suspected contact with, exposure to, existence of or presence of any “flowback” or the handling, transporting, storage, release or disposal of any “flowback” by any “insured” or by any other person or entity; or
  - b. Caused, directly or indirectly or in whole or in part, by the movement, in any direction, of earth or land arising, in whole or in part, out of any operation involving substances under pressure being pumped underground with the objective of creating fractures in underground geologic formations to facilitate the release and extraction of hydrocarbons, including, but not limited to, oil or natural gas. Such operations include, but are not limited to, “hydraulic fracturing” or “gas fracking.”
2. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, remediating or disposing of, or in any way responding to or assessing the effects of “hydraulic fracturing,” “gas fracking” or “flowback,” by any insured or by any other person or entity.

We will have no duty to settle any claim or defend any “suit” against the insured arising out of or in any way related to items **1.** or **2.** above.

For purposes of this endorsement, the following definitions apply:

1. “Hydraulic fracturing,” or hydrofracking means the process by which water, “proppants,” chemicals and/or other fluid additives are injected at high pressure into underground geologic formations to create fractures, to facilitate the extraction of any hydrocarbons including but not limited to natural gas and/or oil.
2. “Flowback” means any substance containing re-turned “hydraulic fracturing” fluid, including but not limited to water, “proppants,” “hydraulic fracturing” fluid additives; and, any hydrocarbon compounds, salts, conventional pollutants, organics, metals, and naturally occurring radioactive material brought to the surface with the water.

# TEGRITY SPECIALTY INSURANCE COMPANY

3. "Gas fracking" or liquefied propane/butane gas fracturing means the waterless process by which propane gel and "proppants" are injected at high pressure into underground geologic formations to create fractures, to facilitate the release and ex-traction of natural gas.
4. "Proppant" means particles that are used to keep fractures open after a hydraulic fracturing treatment.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

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AUTHORIZED REPRESENTATIVE. / DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 AM STANDARD TIME)	NAME INSURED	AGENT NO.
01-C-GL-P00000158-0	08/25/2019	Tom Quinn	0000000013

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

## ERRORS AND OMISSIONS COVERAGE PART

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

Throughout this Coverage Part 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 Coverage Part. The words "we," "us," and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **WHO IS AN INSURED (SECTION II).**

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

### SCHEDULE

<b>Description of Services:</b>
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Coverage	Limits Of Insurance	
Errors or Omissions	<u>\$2,000,000</u> Each Claim <u>\$2,500,000</u> Aggregate	
Premium Basis	Rate	
Flat Charge		<u>-\$1</u>

## SECTION I—COVERAGE

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### 1. Insuring Agreement

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

- (1) The amount we will pay for “damages” is limited as described in **LIMITS OF INSURANCE (SECTION III)**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

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

b. This insurance applies to “errors or omissions” only if:

- (1) The “error or omission” takes place in the coverage territory; and
  - (2) The “error or omission” occurs during the policy period.
  - (3) Prior to the policy period, no insured listed under paragraph **1. of SECTION II—WHO IS AN INSURED** and no employee authorized by you to give or receive notice of an occurrence or claim, knew that the “damages” had occurred, in whole or in part. If such a listed insured knew, prior to the policy period, that the “damages” occurred, then any continuation, change or resumption of such “damages” during or after the policy period will be deemed to have been known prior to the policy period.
- c. “Damages” which occurred during the policy period and were not, prior to the policy period, known to have occurred by any insured listed under paragraph **1. of SECTION II—WHO IS AN INSURED**, or any employee authorized by you to give or receive notice of an occurrence or claim, includes any continuation, change or resumption of “damages” after the end of the policy period.
- d. “Damages” will be deemed to have been known to have occurred at the earliest time when any insured listed under paragraph **1. of SECTION II—WHO IS AN INSURED**, or any employee authorized by you to give or receive notice of an occurrence or claim:
- (1) Reports all, or any part, of the “damages” to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for “damages”; or
  - (3) Becomes aware by any other means that “damages” have occurred or have begun to occur.
- e. “Damages” because of “errors or omissions” include “damages” claimed by any person or organization for care, loss of services or death resulting at any time from the “error or omission.”

### 2. Exclusions

# ATEGRITY SPECIALTY INSURANCE COMPANY

This insurance does not apply to:

- a. "Errors or omissions" for which the insured is obligated to pay "damages" by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "damages" that the insured would have in the absence of the contract or agreement.
- b. Any obligation of any insured under any workers' compensation, unemployment compensation, disability benefits law, Federal Securities Act of 1933, Employee Retirement Income Security Act of 1974 (ERISA) or under any similar law.
- c. Injury arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto," or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading."
- d. Injury arising out of a dishonest, fraudulent, malicious or criminal act by any insured.
- e. (1) Injury arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;
  - (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 may be legally responsible; or
  - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:
    - i. If the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or
    - ii. If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

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

- (a) Request, demand, order, statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
- (b) "Claim" or "suit" by or on behalf of a government 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.

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

- f. "Damages" caused or arising, directly or indirectly, out of:

# ATEGRTY SPECIALTY INSURANCE COMPANY

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

g. Damage to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the damage arises out of any part of those premises;
- (3) Property loaned to you, except property loaned to you and held as evidence;
- (4) Personal property in the care, custody or control of the insured, except when the property is being held as evidence;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the damage arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

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

h. Damage to "your work" arising out of it or any part of it.

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

i. Damage to "impaired property" or property that has not been physically injured, arising out of:

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

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

j. "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:

# ATEGRITY SPECIALTY INSURANCE COMPANY

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

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

k. Injury to:

- (1) An employee of the insured arising out of and in the course of employment by the insured, including wrongful termination; or
- (2) The spouse, child, parent, brother, sister of that employee as a consequence of k.(1) above; This exclusion applies:
  - (a) Whether the insured may be liable as an employer or in any other capacity; and
  - (b) To any obligation to share "damages" with or repay someone else who must pay "dam- ages" because of the injury.

l. Injury to:

- (1) A person arising out of any:
  - (c) Refusal to employ that person;
  - (d) Termination of that person's employment; or
  - (e) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of injury to that person at whom any of the employment-related practices described in paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

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

m. Any injury arising out of any circumstances due to nuclear reaction, radiation, or contamination regardless of cause.

n. Injury arising out of:

- (1) Inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos;
- (2) The use of asbestos in construction or manufacturing any good, product or structure;
- (3) The removal of asbestos from any good, product or structure; or

# ATTEGRITY SPECIALTY INSURANCE COMPANY

- (4) The manufacture, sale, transportation, storage or disposal of asbestos or goods or products containing asbestos.
- o. Any “error or omission” arising out of the rendering or failure to render any service provided by any architect, engineer, accountant, land surveyor, actuary, insurance agent or broker, financial management consultant, physician or attorney.
- p. Any claims covered under the Commercial General Liability Coverage Part, Liquor Liability Coverage Part or any other coverages included in this policy.
- q. “Damages” arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data. As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- r. Damages arising out of:
  - (1) Any access to or disclosure of any person’s or organization’s confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
  - (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

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

However, unless paragraph (1) above applies, this exclusion does not apply to damages because of “bodily injury.”

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

## SUPPLEMENTARY PAYMENTS

We will pay, with respect to any “claim” we investigate or settle, or any “suit” against an insured we defend:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the “claim” or “suit,” including actual loss of earnings up to two hundred fifty dollars (\$250) a day because of time off from work.
4. All costs taxed against the insured in the “suit.”

# ATTEGRITY SPECIALTY INSURANCE COMPANY

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

These payments will not reduce the limits of insurance.

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## SECTION II—WHO IS AN INSURED

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If you are designated in the Declarations as:

1. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are sole owner.
  2. A partnership or joint venture, you are an insured. Your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
  3. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  4. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
  5. An organization other than a partnership, joint venture, limited liability company or trust you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  6. Your employees are insureds but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
  7. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
  8. Your “volunteer workers” and your employees are insureds but only for acts within the scope of their employment for you or while performing duties related to the conduct of your business.
- 

## SECTION III—LIMITS OF INSURANCE

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1. The Limits of Insurance shown in the Schedule of this Coverage Part and the rules below fix the most we will pay regardless of the number of:

# ATEGRITY SPECIALTY INSURANCE COMPANY

- a. Insureds;
  - b. "Claims" made or "suits" brought; or
  - c. Persons or organizations making "claims" or bringing "suits."
2. The Aggregate Limit is the most we will pay for all "damages" because of an "error or omission" under this insurance regardless of the number of "claims."
  3. Subject to the Aggregate Limit, the Each Claim Limit is the most we will pay for all "damages" arising out of any one "claim."

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than twelve (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 twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

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## SECTION IV—COVERAGE PART CONDITIONS

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### 1. **Bankruptcy**

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

### 2. **Duties in the event of an "Error or Omission," "Claim" or "Suit"**

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

- (1) How, when and where the "error or omission" 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 "error or omission."

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

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

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

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, 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

# ATEGRITY SPECIALTY INSURANCE COMPANY

organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, without our consent.

## 3. Legal Action Against Us

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

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

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

## 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover, our obligations are limited as follows:

### a. Primary Insurance

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

### b. Excess Insurance

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis that is valid and collectible insurance available to you under any other policy.

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

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

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

If a loss occurs involving two or more policies, each of which states that its insurance will be excess, then our policy will contribute on a pro rata basis.

### c. Method of Sharing

# ATEGRITY SPECIALTY INSURANCE COMPANY

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

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

## 5. Premium Audit

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

## 6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

## 7. Separation of Insureds

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

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

## 8. Transfer of Rights of Recovery Against Others To Us

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

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## SECTION V—COVERAGE TERRITORY

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This insurance applies to "damages" for injury caused by an "error or omission" anywhere in the world, so long as the original "claim" or "suit" for such "damages" is brought in the United States of America (including its territories and possessions), Puerto Rico and Canada.

# ATEGRITY SPECIALTY INSURANCE COMPANY

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## SECTION VI—DEFINITIONS

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1. “Auto” means a land motor vehicle, trailer or semi-trailer designated for travel on public roads, including any attached machinery or equipment.
2. “Claim” means an oral or written notice from any party that it is their intention to hold you responsible for any “error or omission.”
3. “Damages” means monetary judgments, awards or settlements the insured is legally obligated to pay as a result of an “error or omission” to which this insurance applies.

“Damages” shall not include:

  - a. Amounts paid to you as fees or expenses for services performed which are to be reimbursed or discharged as a part of the judgment or settlement; or
  - b. Judgments or awards arising from acts deemed uninsurable by law.
4. “Error or omission” means any negligent act, error or omission while performing those services described in the Schedule of this Coverage Part under the Description of Services.
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. “Loading or unloading” means the handling of persons or property:
  - a. After being moved from the place where accepted for movement into or onto an aircraft, watercraft, or “auto”;
  - b. While in or on an aircraft, watercraft, or “auto”; or
  - c. While being moved from an aircraft, watercraft or “auto” to the place of final delivery; but “loading or unloading” does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or “auto.”
7. “Suit” means a civil proceeding in which “damages” for injury to which this insurance applies are alleged. “Suit” includes:
  - a. An arbitration proceeding in which such “damages” are claimed and to which the insured must submit or does submit with our consent; or

# ATEGRITY SPECIALTY INSURANCE COMPANY

- b. Any other alternative dispute resolution proceeding in which such "damages" are claimed and to which the insured submits with our consent.
- 8. "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.
- 9. "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.

# ATEGRITY SPECIALTY INSURANCE COMPANY

10. "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.

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AUTHORIZED REPRESENTATIVE/ DATE

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01-C-GL-P00000158-0	08/25/2019	Tom Quinn	0000000013

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

## LEAD CONTAMINATION EXCLUSION

This policy does not apply to:

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

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## AMENDMENT TO OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

Condition **4. Other Insurance** of **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted in its entirety and is replaced by the following:

#### 4. Other Insurance

##### a. Primary Insurance

This insurance is primary except when **b.** below applies.

##### b. Excess Insurance

- (1) This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;
  - (d) If the loss arises out of the maintenance or use of aircraft, "auto" or watercraft to the extent not subject to Exclusion **g.** of Coverage **A (SECTION I)**; or
  - (e) That is valid and collectible insurance available to any insured under any other policy.
- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other insurance, we will pay only the amount of the loss, if any, that exceeds the sum of:
  - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (b) The total of all deductible and self-insured amounts under all other insurance.

If a loss occurs involving two or more policies, each of which states that its insurance will be excess, then our policy will contribute on a pro rata basis.

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TEGRITY SPECIALTY INSURANCE COMPANY

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

## TOTAL ASSAULT AND/OR BATTERY EXCLUSION

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ERRORS AND OMISSIONS COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART**

The following exclusion is added to the **Exclusions** section:

This insurance does not apply to "injury," "bodily injury," "property damage," "error or omission" or "personal and advertising injury" arising from:

1. Assault and/or Battery committed by any insured, any "employee" of any insured, or any other person;
2. The attempt or failure to suppress or prevent Assault and/or Battery by any person in 1. above;
3. The selling, serving or furnishing of alcoholic beverages which results in an Assault and/or Battery.
4. The negligent:
  - a. Employment;
  - b. Investigation;
  - c. Supervision;
  - d. Hiring;
  - e. Training;
  - f. Monitoring;
  - g. Reporting to the proper authorities, or failure to so report; or
  - h. Retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by **paragraphs 1., 2. or 3.** above.

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TEGRITY SPECIALTY INSURANCE COMPANY

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

**SCHEDULE OF ADDITIONAL INTERESTS**

FORM NUMBER	FORM TITLE	#ADDED	PREMIUM
CG 20 11	Managers or Lessors	1	\$0

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## ASBESTOS EXCLUSION

This policy does not apply to:

- (1) Damages in any way or to any extent arising out of or involving asbestos, asbestos fibers, or any product containing asbestos or asbestos fibers.
- (2) Any economic loss, diminution of property value, abatement costs, or any other loss, cost or expense including equitable relief, in any way or to any extent arising out of or involving asbestos, asbestos fibers or any product containing asbestos or asbestos fibers.
- (3) Any fees, fines, costs, or expenses of any nature whatsoever in the investigation or defense of any claim or suit arising out of or involving asbestos, asbestos fibers, or any product containing asbestos or asbestos fibers.

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

## AMENDMENT OF CONDITIONS

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
PRODUCTS COMPLETED OPERATIONS COVERAGE PART**

The Condition entitled **When We Do Not Renew** is deleted in its entirety.

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## AMENDMENT OF NONPAYMENT CANCELLATION CONDITION

Wherever a Cancellation Condition for nonpayment of premium is found in the policy, the following is added:

If the insured failed to pay premium charged on a prior policy we issued and payment was due during the current renewal policy term, we may cancel this policy by mailing or delivering to the first Named Insured and mortgagee, if any, written notice of cancellation at least ten (10) days before the effective date of cancellation.

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

## KNOWN INJURY OR DAMAGE EXCLUSION – PERSONAL AND ADVERTISING INJURY

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

The following exclusion is added to **Paragraph 2. Exclusions of SECTION I—COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:**

### **Known Injury Or Damage**

This insurance does not apply to “personal and advertising injury” arising from an offense:

- a. That occurs during the policy period and, prior to the policy period, an insured listed under **Paragraph 1. of SECTION II—WHO IS AN INSURED** or an “employee” authorized by you to give or receive notice of an offense or claim, knew that the “personal and advertising injury” had occurred prior to the policy period, in whole or in part. If such a listed insured or authorized “employee” knew, prior to the policy period, that the “personal and advertising injury” occurred, then any continuation, change or resumption of such offense during or after the policy period will be deemed to have been known prior to the policy period; or
  
- b. That occurs during the policy period and was, prior to the policy period, known to have occurred by any insured listed under **Paragraph 1. of SECTION II—WHO IS AN INSURED** or an “employee” authorized by you to give or receive notice of an offense or claim, includes any continuation, change or resumption of that “personal and advertising injury” after the end of the policy period.

A “personal and advertising injury” arising from an offense will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of SECTION II—WHO IS AN INSURED or an “employee” authorized by you to give or receive notice of an offense or claim:

- (1) Reports all, or any part, of the “personal and advertising injury” to us or any other insurer;

# TEGRITY SPECIALTY INSURANCE COMPANY

- (2) Receives a written or verbal demand or claim for damages because of the "personal and advertising injury"; or
- (3) Becomes aware by any other means that "personal and advertising injury" has occurred or has begun to occur.

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## PUNITIVE OR EXEMPLARY DAMAGES EXCLUSION

This endorsement modifies Insurance provided under the following coverage part:  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Regardless of any other provision of this policy, this policy does not apply to a claim of or indemnification for punitive or exemplary damages, fines, penalties, treble damages, or multiplied or multiple damages imposed upon any insured, whether imposed by law or statute.

If an action is brought against any insured and falls within the coverage provided by the policy, seeking both "compensatory damages" and any of the fines, penalties or damages enumerated above, no coverage shall be provided by this policy for any costs, interest, defense costs, attorney or legal fees of any type or damages attributable to any of the fines, penalties or damages enumerated above.

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## MARIJUANA/CANNABIS LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**  
**ERRORS AND OMISSIONS COVERAGE PART**  
**LIQUOR LIABILITY COVERAGE PART**

This insurance does not apply to "injury," "bodily injury," "property damage," "error or omission" or "personal and advertising injury" arising out of the sale, consumption, use, or the exposure to the consumption or use of, "marijuana," "edible marijuana-infused product," "marijuana-infused product," "cannabis," or "cannabis containing product," or any material, substance or item containing tetrahydrocannabinol (THC).

This exclusion applies only if you are in the business of:

1. Growing or cultivating;
2. Acquiring;
3. Processing;
4. Dispensing;
5. Manufacturing;
6. Distributing;
7. Delivering;
8. Selling;
9. Serving; or
10. Furnishing "marijuana," "edible marijuana-infused products," "marijuana-infused products," "cannabis" or "cannabis containing products" or any material, substance or item containing tetrahydrocannabinol (THC).

This exclusion does not apply to hemp or hemp containing products and this exclusion shall not apply in the following state(s) [If left blank this exclusion applies in all states]:

For the purposes of this exclusion, permitting, authorizing or otherwise condoning a person to bring "marijuana" or "cannabis containing products" on your premises for consumption on your premises is not by itself considered to be in the business of serving or furnishing "marijuana" or "cannabis containing products."

# TEGRITY SPECIALTY INSURANCE COMPANY

For purposes of this endorsement, the following definitions apply:

“Cannabis” means the following substances under whatever names they may be designated: the resin extracted from any part of a plant of the genus cannabis, and every compound, manufacture, salt, derivative, mixture or preparation of such plant, its seeds or its resin.

“Cannabis containing product” means a product containing “cannabis” that is intended for use or consumption, including, but not limited to edible products, ointments, aerosols, oils, and tinctures.

“Edible marijuana-infused product” means a “marijuana-infused product” that is to be consumed by eating or drinking.

“Marijuana” means all parts of the plant Cannabis sativa L., whether growing or not; including its seeds and resin extracted from any part of the plant and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. The term also includes “marijuana infused items.”

“Marijuana-infused product” means a product infused with marijuana, including, but not limited to ointments, aerosols, oils, tinctures and edible products.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

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AUTHORIZED REPRESENTATIVE. / DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 AM STANDARD TIME)	NAME INSURED	AGENT NO.
01-C-GL-P00000158-0	08/25/2019	Tom Quinn	0000000013

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

## CONTRACTORS SPECIAL CONDITIONS

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

The following is added to **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS:**

### **Contractors Special Conditions**

You will obtain current certificates of insurance from all independent contractors providing evidence of:

1. “Bodily injury” and “property damage” liability Limits of Insurance equal to or greater than the limits provided by this policy;
2. Coverage equal to or greater than the coverage provided by this policy; and
3. Effective dates of coverage that “coincide” with the effective dates of coverage on this policy.

Failure to comply with this condition does not alter the coverage provided by this policy but will result in an additional premium charge.

The following is added to **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS, paragraph 5.**

#### Premium Audit:

Should you fail to provide current certificates of insurance from all independent contractors at such times as we request to complete a premium audit, a premium charge will be made. The premium charge will be computed by multiplying the “total cost” of all work sublet that fails to meet the above condition, by the rate per \$1,000 payroll for the applicable classification of the work performed. The premium charge will be computed by multiplying our usual and customary rate per \$1,000 payroll for that classification.

For purposes of this endorsement the following definitions apply:

“Total cost” means the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of the work and all fees, bonuses or commissions paid.

“Coincide” means that the effective dates of coverage for all policies of all independent contractors covers that period of time during which work was performed for you within the effective dates covered by this policy.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

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AUTHORIZED REPRESENTATIVE / DATE



ATEGRITY SPECIALTY INSURANCE COMPANY

## SUBJECTIVITIES:

Test



## ATEGRITY SPECIALTY INSURANCE COMPANY

15990 N Greenway Hayden Loop, Suite D-160, Scottsdale, AZ 85260

### GENERAL LIABILITY WORKSHEET ENDORSEMENT

**POLICY NO: 01-C-GL-P00000158-0**

**ACCOUNT NUMBER:**
**NAMED INSURED AND MAILING ADDRESS**

TOM QUINN  
7265 W LONE CACTUS DR  
GLENDALE, AZ 85308

**AGENCY AND MAILING ADDRESS**

13

JIM-GILES CORP  
7011 N SCOTTSDALE RD  
SCOTTSDALE, AZ 85255

**POLICY PERIOD:** FROM 05/25/2019 TO 05/25/2020 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

ENDORSEMENT DATE: 08/25/2019  
CONTROL DATE: 05/25/2019

PRODUCT VERSION: 19.2.0  
PRO-RATE FACTOR: 7.479452054794520547945  
20547945205479452E-01

PRIMARY STATE: AZ

**COMMERCIAL GENERAL LIABILITY COVERAGE**
**LIMITS**

PER OCCURRENCE	GENERAL AGGREGATE	PROD/CO AGGREGATE	PERSONAL & ADVERTISING INJURY	PREMISES RENTED	MEDICAL EXPENSE	BI DED AMOUNT PREMISES - PRODUCTS	PD DED AMOUNT PREMISES- PRODUCTS	COMB DED AMOUNT PREMISES- PRODUCTS	PER CLAIM/ OCC
\$2,000,000	\$2,500,000	\$2,500,000	\$2,000,000	\$200,000				\$1,000 - \$1,000	OCC

**LOCATIONS AND CLASS RATING**
**PRODUCT WITHDRAWAL COVERAGE**
**LIMITS**

OCCURRENCE	AGGREGATE	DEDUCTIBLE	PARTICIPATION	COVERAGE	
\$1,000,000	\$2,000,000	\$1,000	10%	Both Coverages Expense A and Liability B	

**LOCATIONS AND CLASS RATING**
**LOCATION # 1**

State: AZ

Territory: 502

CLASS	DESCRIPTION	EXPOSURE	IL TABLE	COVERAGE	FORMULA	ANNUAL PREMIUM	TERM PREMIUM

CLASS	DESCRIPTION	EXPOSURE	IL TABLE	COVERAGE	FORMULA	ANNUAL PREMIUM	TERM PREMIUM
10065	Art Galleries (For-Profit)	56,000	B	Product Withdrawal Expense - A	(FINAL RATE * RATING EXPO)  FINAL RATE = .023; RATING EXPO = 56  FINAL RATE = ADJ BASE RATE  ADJ BASE RATE = .023  ADJ BASE RATE = ROUND(( BASE RATE * IL LESS DED FTR * MISC CRDT FTR * PERCENT FTR) , 3)  BASE RATE = .014; IL LESS DED FTR = 1.62; MISC CRDT FTR = 1; PERCENT FTR = 1  BASE RATE = ROUND(( LOSS COST * LOSS COST MULTIPLIER * CO DEV * COV A PROD W/D EXPNS FTR) , 3)  LOSS COST = 0.045; LOSS COST MULTIPLIER = 1.66; CO DEV = 1; COV A PROD W/D EXPNS FTR = 0.19  PKG MOD FTR = 1  RATING EXPO = ROUND (EXPO/EXPO RATE PER FTR)  EXPO = 56000; EXPO RATE PER FTR = 1000	\$0	-\$1 Deleted
10065	Art Galleries (For-Profit)	56,000	B	Product Withdrawal Liability - B	(FINAL RATE * RATING EXPO)  FINAL RATE = .011; RATING EXPO = 56  FINAL RATE = ADJ BASE RATE  ADJ BASE RATE = .011  ADJ BASE RATE = ROUND(( BASE RATE * IL LESS DED FTR * MISC CRDT FTR * PERCENT FTR) , 3)  BASE RATE = .007; IL LESS DED FTR = 1.62; MISC CRDT FTR = 1; PERCENT FTR = 1  BASE RATE = ROUND(( LOSS COST * LOSS COST MULTIPLIER * CO DEV * COV B PROD W/D LIAB FTR) , 3)  LOSS COST = 0.045; LOSS COST MULTIPLIER = 1.66; CO DEV = 1; COV B PROD W/D LIAB FTR = 0.1  PKG MOD FTR = 1  RATING EXPO = ROUND (EXPO/EXPO RATE PER FTR)  EXPO = 56000; EXPO RATE PER FTR = 1000	\$0	-\$1 Deleted
Return Location Premium						\$0	-\$2

#### MINIMUM PREMIUM(S)

SUBLINE	MINIMUM PREMIUM	BALANCE TO MINIMUM
Product Withdrawal	\$1,618	-\$1,209 Deleted

Total Transaction Premium: \$ -1,469

Total Premium: \$ -1,469