



CITAENV-01

WBATESON

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): (703) 827-2277 <b>FAX</b> (A/C, No): (703) 827-2279 <b>E-MAIL ADDRESS:</b> admin@amesgough.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Ironshore Specialty Insurance Company, A (XIV) <b>INSURER B:</b> Federal Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b>  Citadel Environmental Services, Inc. dba: Citadel EHS 1725 Victory Boulevard Glendale, CA 91201-2833	<b>NAIC #</b> <b>25445</b> <b>20281</b>

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			IEPUW0032448900	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7359-28-17	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			XSCUW0032449000	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	71749891	3/1/2025	3/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractors Pollut.			IEPUW0032448900	3/1/2025	3/1/2026	Per Claim/Aggregate 1,000,000
A	Professional Liab.			IEPUW0032448900	3/1/2025	3/1/2026	Per Claim/Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Agreement CC05-25

Snohomish County, its officers, officials, employees, and agents are included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract. General Liability includes Additional Insured coverage for On-Going & Completed Operations as required by written contract. General Liability, Automobile Liability and Umbrella are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability, Workers Compensation and Umbrella Liability policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written SEE ATTACHED ACORD 101

## CERTIFICATE HOLDER

## CANCELLATION

<b>Snohomish County</b> 3000 Rockefeller Avenue Everett, WA 98201	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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## ADDITIONAL REMARKS SCHEDULE

AGENCY <b>Ames &amp; Gough</b>		NAMED INSURED <b>Citadel Environmental Services, Inc. dba: Citadel EHS</b> 1725 Victory Boulevard Glendale, CA 91201-2833	
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

## Description of Operations/Locations/Vehicles:

contract. Excess Umbrella Liability coverage sits excess over General Liability, Automobile Liability, Employers Liability, Professional Liability and Pollution Liability coverage. 30-day Notice of Cancellation will be issued for the Automobile Liability, Umbrella Liability, and Workers Compensation policies in accordance with policy terms and conditions. 45-day Notice of Cancellation will be issued for the General Liability and Professional Liability policies in accordance with policy terms and conditions.



IRONSHORE SPECIALTY INSURANCE COMPANY  
175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

**Policy Number:** IEPUW0032448900

**Effective Date of Endorsement:** May 16, 2025

**Insured Name:** Citadel Environmental Services, inc. dba Citadel EHS

## ADDITIONAL INSURED(S) AMENDMENT

This endorsement modifies insurance provided under the following:

In consideration of the premium paid, the policy to which this Endorsement is attached is amended as follows:

**SECTION II – WHO IS AN INSURED**, Paragraph 4.e. is deleted and replaced with the following:

- e.** Any person or organization, other than a third party carrier, you agree to include as an insured in a written contract, written agreement or permit, but only with respect to **bodily injury, property damage, environmental damage or personal and advertising injury** arising out of your operations, your work, equipment or premises leased or rented by you, or your products which are distributed or sold in the regular course of a vendor's business, however:
  - (1)** A vendor is not an insured as respects **bodily injury, property damage, environmental damage or personal and advertising injury**:
    - (a)** For which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement except that which the vendor would have in the absence of the contract or agreement;
    - (b)** Arising out of any express warranty unauthorized by you;
    - (c)** Arising out of any physical or chemical change in the product made intentionally by the vendor;
    - (d)** Arising out of repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from you, and then repackaged in the original container;
    - (e)** Arising out of any failure to make inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
    - (f)** Arising out of demonstration, installation servicing or repair operations, except such operations performed at the vendor's location in connection with the sale of the product; or
    - (g)** Arising out of products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
  - (2)** A manager or lessor of premises leased or rented to you, a lessor of leased equipment, or a mortgagee, assignee, or receiver is not an insured as respects **bodily injury, property damage, environmental damage or personal and advertising injury**:
    - (a)** Arising out of any **occurrence** that takes place after the equipment lease expires or you cease to be a tenant; or
    - (b)** Arising out of structural alterations, new construction or demolition operations performed by or on behalf

of the manager or lessor of premises, or mortgagee, assignee, or receiver.

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

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



## IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

**Insured Name:** Citadel Environmental Services, inc. dba Citadel EHS

**Policy Number:** IEPUW0032448900

# ENVIRONMENTAL PROTECTION INSURANCE COVERAGE PACKAGE (EPIC PAC)

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# ENVIRONMENTAL PROTECTION INSURANCE COVERAGE PACKAGE (EPIC PAC) COVERAGE FORM

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

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

**COVERAGE PART III – SITE POLLUTION INCIDENT LEGAL LIABILITY** and **COVERAGE PART IV – PROFESSIONAL LIABILITY** of this policy are limited to claims that are first made and reported to us within the policy period or, if applicable, the extended reporting period.

The word “insured” means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED**.

Defined terms, other than headings, appear in bold face type. Refer to **SECTION V - DEFINITIONS**.

Subject to and contingent upon your payment in full of the premium when due and any applicable deductible and in reliance upon the truth, accuracy and completeness of the statements in the insurance application and any materials submitted in connection therewith or prior thereto, and subject to all terms, conditions, limitations, and exclusions of this policy, we agree with you to the following:

## SECTION I – COVERAGES

### COVERAGE PART I: COMMERCIAL GENERAL LIABILITY AND POLLUTION LIABILITY

#### COVERAGE PART I – Coverage Specific Insuring Agreements and Exclusions

##### Coverage A: General Bodily Injury and Property Damage Liability

#### 1. Insuring Agreement

We will pay those sums that the insured becomes legally obligated to pay as damages because of **bodily injury** or **property damage** to which this insurance applies but only if:

- a. The **bodily injury** or **property damage** is caused by an **occurrence** that takes place in the **coverage territory**; and
- b. The **bodily injury** or **property damage** takes place during the **policy period**.

#### 2. Exclusions

In addition to exclusions found in **COVERAGE PART I – Common Exclusions** this insurance does not apply to any:

##### a. Aircraft, Auto or Watercraft

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

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

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is not being used to carry persons or property for a charge;
- (3) An aircraft hired or chartered by or loaned to an insured with a paid crew;
- (4) Parking an **auto** on, or on the ways next to, premises you own or rent, provided the **auto** is not owned by or rented or loaned to you or the insured;
- (5) Liability assumed under any **insured contract** for the ownership, maintenance or use of aircraft or watercraft; or

(6) **Bodily injury** or **property damage** arising out of the operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of **mobile equipment** if it were not subject to a compulsory or financial responsibility law where it is licensed or principally garaged or the operation of any of the machinery or equipment listed in Paragraph f. (2) or f. (3) of the definition of **mobile equipment**.

**b. Asbestos and Lead**

(1) **Bodily injury** arising, in whole or in part, out of the presence, ingestion, inhalation or absorption of, or exposure to, asbestos, asbestos containing materials, lead or lead containing materials in any form; or

(2) **Property damage** arising, in whole or in part, out of the presence of, or exposure to, asbestos, asbestos containing materials, lead or lead containing materials in any form.

**c. Employment - Related Practices**

**Bodily injury** to:

(1) A person arising out of any refusal to employ that person, termination of that person's employment or 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 the person as a consequence of **bodily injury** to that person at whom any of the employment-related practices described in Paragraph (1) immediately above is directed.

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

**d. Liquor Liability**

**Bodily injury** or **property damage** for which any insured may be held liable by reason of causing or contributing to the intoxication of any person, the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol, or any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the **claims** against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured or providing or failing to provide transportation with respect to any person that may be under the influence of alcohol if the **occurrence** which caused the **bodily injury** or **property damage**, involved that which is described in the Paragraph immediately above.

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

**e. Mobile Equipment**

**Bodily injury** or **property damage** arising out of the transportation of **mobile equipment** by an **auto** owned or operated by or rented or loaned to any insured or the use of **mobile equipment** in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition or stunting activity.

**f. Personal And Advertising Injury**

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

**g. Pollution**

(1) **Bodily injury** or **property damage** caused, in whole or in part, by a **pollution incident** or **pollutants**.

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

(a) Request, demand, order or statutory or regulatory requirement that any insured or others incur **clean-up costs**; or

(b) **Claim** or **suit** by or on behalf of a governmental authority for damages because of **clean-up costs**.

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

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

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

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

#### Coverage B: Hostile Fire and Building Equipment Liability

##### 1. Insuring Agreement

We will pay those sums that the insured becomes legally obligated to pay as damages to which this insurance applies because of:

- a. **Bodily injury** 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; and
- b. **Bodily injury or property damage** arising out of heat, smoke or fumes from a **hostile fire**,

But only if:

- (1) The **bodily injury or property damage** is caused by an **occurrence** that takes place in the **coverage territory**; and
- (2) The **bodily injury or property damage** takes place during the **policy period**.

##### 2. Exclusions

In addition to exclusions found in **COVERAGE PART I – Common Exclusions**, this insurance does not apply to any:

###### a. Aircraft, Auto or Watercraft

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

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

###### b. Asbestos and Lead

- (1) **Bodily injury** arising, in whole or in part, out of the presence, ingestion, inhalation or absorption of, or exposure to, asbestos, asbestos containing materials, lead or lead containing materials in any form; or
- (2) **Property damage** arising, in whole or in part, out of the presence of, or exposure to, asbestos, asbestos containing materials, lead or lead containing materials in any form.

#### Coverage C: Products Pollution and Exposure Liability

##### 1. Insuring Agreement

We will pay those sums that the insured becomes legally obligated to pay as damages to which this insurance applies because of:

- a. **Bodily injury, property damage or environmental damage** that results from a **pollution incident** caused by **your product** and included in the **products-completed operations hazard**; or
- b. **Bodily injury or property damage** that results from the ingestion, inhalation or absorption of, contact with, or exposure to, any fumes, dust, particles, vapors, liquids or other substances that are or originate from **your product** and included in the **products-completed operations hazard**,

But only if:

- (1) The **bodily injury, property damage or environmental damage** is caused by an **occurrence** that takes place in the **coverage territory**; and
- (2) The **bodily injury, property damage or environmental damage** takes place during the **policy period**.

##### 2. Exclusions



In addition to exclusions found in **COVERAGE PART I – Common Exclusions**, this insurance does not apply to any:

**a. Asbestos**

- (1) **Bodily injury** arising, in whole or in part, out of the presence, ingestion, inhalation or absorption of, or exposure to, asbestos or asbestos containing materials in any form;
- (2) **Property damage** arising, in whole or in part, out of the presence of, or exposure to, asbestos or asbestos containing materials in any form; or
- (3) **Environmental damage** arising, in whole or in part, from asbestos or asbestos containing materials in, on, or applied to any building or other structure. This exclusion does not apply to **clean-up costs** for the remediation of soil, surface water or groundwater.

**b. Product Disposal**

**Bodily injury, property damage or environmental damage** arising out of the disposal of **your product**.

**c. Products as Waste**

**Environmental damage** arising out of **your product** which is **waste**.

**d. Transportation**

**Bodily injury, property damage or environmental damage** arising during **transportation**.

**Coverage D: Time-Element Pollution Bodily Injury and Property Damage Liability**

**1. Insuring Agreement**

We will pay those sums that the insured becomes legally obligated to pay as damages because of **bodily injury** or **property damage** to which this insurance applies that results from a **time-element pollution incident** on, at, under or migrating from any **location** which is owned or occupied by you and which is not specifically scheduled as an **insured site** but only if:

- a. The **bodily injury** or **property damage** is caused by an **occurrence** that takes place in the **coverage territory**;
- b. The **bodily injury** or **property damage** takes place during the **policy period**;
- c. You discover the **pollution incident** within ten (10) days of commencement of the **pollution incident**; and
- d. The **pollution incident** is reported to us in writing within thirty (30) days of commencement of the **pollution incident**.

**2. Exclusions**

In addition to exclusions found in **COVERAGE PART I – Common Exclusions**, this insurance does not apply to any:

**a. Criminal Fines, Penalties and Assessments**

Criminal fines, criminal penalties or criminal assessments.

**b. Noncompliance**

**Bodily injury or property damage** that results from or are associated with a **responsible executives** intentional disregard of, or deliberate, knowing, willful or dishonest noncompliance with any **environmental law**, including but not limited to the failure to comply with any regulation applicable to air emissions or effluent discharges, or any other statute, regulation, ordinance, order, administrative complaint, notice of violation, notice letter, or instruction by or on behalf of any governmental agency or representative or other federal, state, local or other applicable legal requirement.

However, this exclusion shall not apply to noncompliance based upon:

- (1) Good faith reliance upon specific written advice of qualified counsel received in advance of such noncompliance; or
- (2) Reasonable efforts to mitigate a **pollution incident** that necessitates immediate action, provided that such **pollution incident** is reported to us in writing within fourteen (14) days of its commencement.

**c. Transportation**

**Bodily injury or property damage** arising during **transportation**.

**Coverage E: Non-Owned Site Pollution Bodily Injury and Property Damage Liability**

**1. Insuring Agreement**

We will pay those sums that the insured becomes legally obligated to pay as damages because of **bodily injury** or **property damage** to which this insurance applies that results from a **pollution incident** on, at, under or migrating from any **non-owned site** but only if:

- a. The **bodily injury** or **property damage** is caused by an **occurrence** that takes place in the **coverage territory**; and
- b. The **bodily injury** or **property damage** takes place during the **policy period**.

## 2. Exclusions

In addition to exclusions found in **COVERAGE PART I – Common Exclusions**, this insurance does not apply to any:

### a. Criminal Fines, Penalties and Assessments

Criminal fines, criminal penalties or criminal assessments.

### b. Noncompliance

**Bodily injury** or **property damage** that results from or is associated with a **responsible executives** intentional disregard of, or deliberate, knowing, willful or dishonest noncompliance with any **environmental law**, including but not limited to the failure to comply with any regulation applicable to air emissions or effluent discharges, or any other statute, regulation, ordinance, order, administrative complaint, notice of violation, notice letter, or instruction by or on behalf of any governmental agency or representative or other federal, state, local or other applicable legal requirement.

However, this exclusion shall not apply to noncompliance based upon:

- (1) Good faith reliance upon specific written advice of qualified counsel received in advance of such non-compliance; or
- (2) Reasonable efforts to mitigate a **pollution incident** that necessitates immediate action, provided that such **pollution incident** is reported to us in writing within fourteen (14) days of its commencement.

### c. Prior Pollutants or Pollution Incident

**Bodily injury** or **property damage** arising out of **pollutants** or a **pollution incident** to the extent such **pollutants** or **pollution incident** was known to a **responsible executive** prior to the effective date of the **policy period**.

This exclusion does not apply if the **pollutants** or **pollution incident** giving rise to the **bodily injury** or **property damage** is specifically referenced or identified on a Prior Pollutants or Pollution Incident Exclusion Amendment Endorsement attached to this policy.

### d. Transportation

**Bodily injury** or **property damage** arising during **transportation**.

## Coverage F: Pollution Liability during Transportation

### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages to which this insurance applies because of:

(1) **Bodily injury, property damage** or **environmental damage** that results from a **pollution incident** during **transportation**;  
or

(2) **Bodily injury, property damage** or **environmental damage** that results from **misdelivery** during **transportation**,

But only if:

(a) The **bodily injury, property damage** or **environmental damage** is caused by an **occurrence** that takes place in the **coverage territory**; and

(b) The **bodily injury, property damage** or **environmental damage** takes place during the **policy period**.

- b. We will pay **emergency response expense** incurred by or on behalf of any insured in response to an imminent and substantial threat to human health or the environment that results from a **pollution incident** during **transportation** or **misdelivery** during **transportation** but only if:

(1) The **pollution incident** or **misdelivery** commenced during the **policy period**;

(2) The **pollution incident** or **misdelivery** takes place in the **coverage territory**;

- (3) The **emergency response expense** is incurred within seven (7) days of the commencement of the **pollution incident** or **misdelivery**; and
- (4) The **pollution incident** or **misdelivery** and related **emergency response expense** are reported to us in writing within fourteen (14) days of the commencement of the **pollution incident** or **misdelivery**.

## 2. Exclusions

In addition to exclusions found in **COVERAGE PART I – Common Exclusions**, this insurance does not apply to any:

### a. Criminal Fines, Penalties and Assessments

Criminal fines, criminal penalties or criminal assessments.

### b. Damage to Conveyance

**Property damage** to any **conveyance** utilized during **transportation**. This exclusion does not apply to **claims** made by third-party carriers for such **property damage** arising from the insured's negligence.

### c. Insured Site Transportation

**Environmental damage** arising out of a **pollution incident** during **transportation** within the **boundaries** of an **insured site**.

### d. Noncompliance

**Bodily injury, property damage** or **environmental damage** that results from or is associated with a **responsible executives** intentional disregard of, or deliberate, knowing, willful or dishonest noncompliance with any **environmental law**, including but not limited to the failure to comply with any regulation applicable to air emissions or effluent discharges, or any other statute, regulation, ordinance, order, administrative complaint, notice of violation, notice letter, or instruction by or on behalf of any governmental agency or representative or other federal, state, local or other applicable legal requirement.

However, this exclusion shall not apply to noncompliance based upon:

- (1) Good faith reliance upon specific written advice of qualified counsel received in advance of such noncompliance; or
- (2) Reasonable efforts to mitigate a **pollution incident** that necessitates immediate action, provided that such **pollution incident** is reported to us in writing within fourteen (14) days of its commencement.

### e. Prior Pollutants or Pollution Incidents

**Bodily injury, property damage** or **environmental damage** arising out of **pollutants** or a **pollution incident** to the extent such **pollutants** or **pollution incident** was known to a **responsible executive** prior to the effective date of the **policy period**.

This exclusion does not apply if the **pollutants** or **pollution incident** giving rise to the **bodily injury, property damage** or **environmental damage** is specifically referenced or identified on a Prior Pollutants or Pollution Incident Exclusion Amendment Endorsement attached to this policy.

## Coverage G: Contractors Pollution Liability

### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of **bodily injury, property damage** or **environmental damage** to which this insurance applies that results from a **pollution incident** caused by **your work** at any **location** which was not at any time owned or occupied by any insured but only if:
  - (1) The **bodily injury, property damage** or **environmental damage** is caused by an **occurrence** that takes place in the **coverage territory**; and
  - (2) The **bodily injury, property damage** or **environmental damage** takes place during the **policy period**.
- b. We will pay **emergency response expense** incurred by or on behalf of any insured in response to an imminent and substantial threat to human health or the environment that results from a **pollution incident** caused by **your work** at any **location** which was not at any time owned or occupied by any insured but only if:
  - (1) The **pollution incident** commenced during the **policy period**;
  - (2) The **pollution incident** takes place in the **coverage territory**;
  - (3) The **emergency response expenses** are incurred within seven (7) days of the commencement of the **pollution incident**; and

- (4) The **pollution incident** and related **emergency response expenses** are reported to us within fourteen (14) days of the commencement of the **pollution incident**.

## 2. Exclusions

In addition to exclusions found in **COVERAGE PART I – Common Exclusions**, this insurance does not apply to any:

### a. Criminal Fines, Penalties and Assessments

Criminal fines, criminal penalties or criminal assessments.

### b. Disposal Site

**Bodily injury, property damage or environmental damage** arising out of a **pollution incident** on, at, under or migrating from any transfer, storage, disposal, landfill, treatment or consolidation **location** beyond the **boundaries** of a job site where **your work** is performed.

### c. Noncompliance

**Bodily injury, property damage or environmental damage** that results from or are associated with a **responsible executives** intentional disregard of, or deliberate, knowing, willful or dishonest noncompliance with any **environmental law**, including but not limited to the failure to comply with any regulation applicable to air emissions or effluent discharges, or any other statute, regulation, ordinance, order, administrative complaint, notice of violation, notice letter, or instruction by or on behalf of any governmental agency or representative or other federal, state, local or other applicable legal requirement. However, this exclusion shall not apply to noncompliance based upon:

- (1) Good faith reliance upon specific written advice of qualified counsel received in advance of such noncompliance; or
- (2) Reasonable efforts to mitigate a **pollution incident** that necessitates immediate action, provided that such **pollution incident** is reported to us in writing within fourteen (14) days of its commencement.

### d. Prior Pollutants or Pollution Incidents

**Bodily injury, property damage or environmental damage** arising out of **pollutants** or a **pollution incident** resulting from **your work** to the extent such **pollutants** or **pollution incident** resulting from **your work** was known to a **responsible executive** prior to the effective date of the **policy period**.

This exclusion does not apply if the **pollutants** or **pollution incident** giving rise to the **bodily injury, property damage or environmental damage** is specifically referenced, or identified on a Prior Pollutants or Pollution Incident Amendment Endorsement attached to this policy.

### e. Transportation

**Bodily injury, property damage or environmental damage** arising during **transportation**.

## COVERAGE PART I – Common Insuring Agreement

The following insuring agreements apply to **Coverages A** through **G** inclusive:

1. We will have the right and duty to defend the insured against any **suit** seeking damages for **bodily injury, property damage or environmental damage** to which any of **Coverages A** through **G** applies. However, we will have no duty to defend the insured against any **suit** seeking damages to which any of those coverages do not apply. We may, at our discretion, investigate any **occurrence** and settle any **claim** or **suit** that may result. But:
  - a. The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLE**;
  - b. Our right and duty to defend ends when we have used up the applicable limits of insurance in the payment of judgments, settlements, **clean-up costs** or **emergency response expense** under the applicable coverage found in **Coverage Part I**; and
  - c. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **COVERAGE PART I – Supplementary Payments**.
2. **Bodily injury, property damage or environmental damage** will be deemed to have been known to have occurred at the earliest time when any **responsible executive**:
  - a. Reports all, or any part, of the **bodily injury, property damage or environmental damage** to us or any other insurer;
  - b. Receives a written or verbal demand or **claim** for damages because of the **bodily injury, property damage or environmental damage**; or

- c. Becomes aware by any other means that **bodily injury, property damage or environmental damage** has occurred or has begun to occur.
- 3. The following applies to progressive or indivisible **bodily injury, property damage or environmental damage**, including any continuation, change or resumption of such **bodily injury, property damage or environmental damage**, which takes place over a period of days, weeks, months or longer caused by continuous or repeated exposure to the same, related or continuous: (i) **pollution incident**; or (ii) general harmful conditions or substances:
  - a. Such **bodily injury, property damage or environmental damage** shall be deemed to have taken place only on the date of first exposure to such **pollution incident** or general harmful conditions or substances; or
  - b. Such **bodily injury, property damage or environmental damage** shall be deemed to have taken place during the policy period of the first policy issued by us to you providing coverage substantially the same as that provided by **COVERAGE PART I** of this policy for **bodily injury, property damage or environmental damage** that takes place during the **policy period** but only if:
    - (1) The date of first exposure cannot be determined or is before the effective date of the first policy issued by us to you providing coverage substantially the same as that provided by **COVERAGE PART I** of this policy for **bodily injury, property damage or environmental damage** that takes place during the **policy period**; and
    - (2) Such **bodily injury, property damage or environmental damage** continues, in fact, to take place during this **policy period**.
- 4. If the same, related or continuous **pollution incident** or general harmful conditions or substances results in **bodily injury, property damage or environmental damage** that takes place during the policy periods of different policies issued by us to you providing coverage substantially the same as that provided by **COVERAGE PART I** of this policy for **bodily injury, property damage or environmental damage** that takes place during the **policy period**:
  - a. All such **bodily injury, property damage and environmental damage** shall be deemed to have taken place only during the first policy period of such policies in which any of the **bodily injury, property damage or environmental damage** took place; and
  - b. All damages arising from all such **bodily injury, property damage or environmental damage** shall be deemed to have arisen from one **occurrence** and shall be subject to the Each Occurrence Limit applicable to the policy for such first policy period.
- 5. Damages because of **bodily injury** include damages claimed by any person or organization for care, loss of services or death resulting at any time from the **bodily injury**.

#### **COVERAGE PART I – Supplementary Payments**

- 1. We will pay, with respect to any **claim** we investigate or settle, or any **suit** against an insured we defend under **COVERAGE PART I**:
  - a. All expenses we incur.
  - b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which **bodily injury** in **COVERAGE PART I** applies. We do not have to furnish these bonds.
  - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the **claim** or **suit**, including actual loss of earnings up to \$500 a day because of time off from work.
  - e. All court costs taxed against the insured in the **suit**. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
  - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
  - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a **suit** and an indemnitee of the insured is also named as a party to the **suit**, we will defend that indemnitee if all of the following conditions are met:
  - a. The **suit** against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an **insured contract**;

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

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as **COVERAGE PART I – Supplementary Payments**. Notwithstanding the provisions of **COVERAGE PART I – Common Exclusions**, Exclusion a. **Contractual Liability**, Paragraph (2), such payments will not be deemed to be damages for **bodily injury, property damage and environmental damage** and will not reduce the limits of insurance.

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

#### **COVERAGE PART I – Common Exclusions:**

The insurance provided in **COVERAGE PART I** does not apply to any:

##### **a. Contractual Liability**

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

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

##### **b. Damage to Impaired Property or Property Not Physically Injured**

**Property damage or environmental 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.

**c. Damage to Property**

**Property damage** or **environmental damage** to:

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

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire, lightning or explosion) to premises, including the contents of such premises, rented to you for a period of thirty (30) or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLE**.

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

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

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

**d. Damage to Your Product**

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

**e. Damage to Your Work**

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

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

**f. Electronic Data and Access or Disclosure of Confidential or Personal Information**

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) immediately above.

However, unless Paragraph (1) immediately 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.

**g. Employer's Liability**

**Bodily injury to:**

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

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

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

**h. Expected or Intended Injury or Damage**

**Bodily injury, property damage or environmental 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.

**i. Insurance Provided in Other Coverage Parts**

**Bodily injury, property damage, environmental damage**, or any other injury or damage, for which coverage is provided by any other COVERAGE PART of this policy.

**j. Known Injury or Damage**

**Bodily injury, property damage or environmental damage** that occurred in whole or in part prior to the **policy period** and was known prior to the **policy period** by a **responsible executive**. Any continuation, change or resumption of such **bodily injury, property damage or environmental damage** will be deemed to have been known by a **responsible executive** prior to the **policy period**.

This exclusion does not apply to any continuation, change or resumption of **environmental damage** caused by **your work** performed after the effective date of the **policy period**.

**k. Naturally Present Pollutants**

**Property damage or environmental damage** arising out of **pollutants** at levels naturally present where the **environmental damage or property damage** occurs.

However, this exclusion does not apply:

- a. To **clean-up costs** required by **environmental laws** governing the liability or responsibilities of an insured to respond to a **pollution incident**; or
- b. If such damage is a result of an unexpected or unintended **pollution incident** arising from **your work**.

**l. Nuclear Material**

**Bodily injury, property damage or environmental damage** based upon or arising out of the radioactive, toxic or explosive properties of **nuclear material** and with respect to which the insured is:

- (1) Required to maintain financial protection pursuant to the Atomic Energy Act of 1954;
- (2) Entitled to indemnity from the United States of America or any agency thereof; or
- (3) 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 limits.

**m. Recall of Products, Work or Impaired property**

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

**n. War**

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

- (1) War, including undeclared or civil war;



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

**o. Workers Compensation and Similar Laws**

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

**COVERAGE PART I – Coverage A., Paragraph 2., Exclusions a., e. and f. and COVERAGE PART I – Common Exclusions, Exclusion b., through g. inclusive and m. through o. inclusive** do not apply to damage by fire, lightning or explosion to premises while rented to or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLE, Paragraph 5.**

**COVERAGE PART II: MISCELLANEOUS COVERAGES**

**Coverage A: Personal and Advertising Injury Liability**

**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of **personal and advertising injury** to which this insurance applies. We will have the right and duty to defend the insured against any **suit** seeking those damages. However, we will have no duty to defend the insured against any **suit** seeking damages for **personal and advertising injury** to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any **claim** or **suit** that may result. But:
  - (1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLE;**
  - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this **Coverage A;** and
  - (3) No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **COVERAGE PART II - Supplementary Payments.**
- b. This insurance applies to **personal and advertising injury** caused by an offense arising out of your business but only if the offense was committed in the **coverage territory** during the **policy period.**
- c. If the same, related or continuous offense is committed during the policy periods of different policies issued by us to you providing coverage substantially the same as that provided by **COVERAGE PART II – Coverage A: Personal and Advertising Injury Liability** for offenses committed during the **policy period,** all such offenses shall be deemed to have taken place only during the first policy period of such policies in which any of the offenses were committed.

**2. Exclusions**

This insurance does not apply to any:

**a. Breach of Contract**

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

**b. Criminal Acts**

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

**c. Contractual Liability**

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

**d. Electronic Data and Access or Disclosure of Confidential or Personal Information**

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

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

**e. Electronic Chatrooms or Bulletin Boards**

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

**f. Infringement of Copyright, Patent, Trademark or Trade Secret**

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

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

**g. Insurance Provided in Other Coverage Parts**

**Personal and advertising injury**, or any other injury or damage, for which coverage is provided by any other **COVERAGE PART** of this policy.

**h. Insureds in Media and Internet Type Businesses**

**Personal and advertising injury** committed by an insured whose business is advertising, broadcasting, publishing or telecasting, designing or determining content of websites for others or an Internet search, access, content or service provider.

However, this exclusion does not apply to paragraphs **37 a., b. and c.** of **personal and advertising injury** under **SECTION V – DEFINITIONS**.

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

**i. Knowing Violation of Rights of Another**

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

**j. Material Published Prior to Policy Period**

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

**k. Material Published with Knowledge of Falsity**

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

**l. Pollution**

**(1) Personal and advertising injury** arising, in whole or in part, out a **pollution incident** or **pollutants**.

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

**(a)** Request, demand, order or statutory or regulatory requirement that any insured or others incur **clean-up costs**; or

**(b)** **Claim** or **suit** by or on behalf of a governmental authority for damages because of **clean-up costs**.

**m. Quality of Performance of Goods – Failure to Conform to Statements**

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

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

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

**(1)** The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

**(2)** The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**o. Unauthorized Use of Another's Name or Product**

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

**p. War**

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

(1) War, including undeclared or civil war;

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

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

**q. Wrong Description of Prices**

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

**Coverage B: Employee Benefits Administration Liability**

**1. Insuring Agreement**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of a negligent act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, in the **administration** of your **employee benefits program** 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 to which this insurance does not apply. We may, at our discretion, investigate any report of an act, 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 **SECTION III – LIMITS OF INSURANCE**;

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this **Coverage B**; and

(3) No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **COVERAGE PART II - Supplementary Payments**.

b. This insurance applies to damages only if the negligent act, error or omission takes place in the **coverage territory**.

**2. Exclusions**

This insurance does not apply to any:

**a. Available Benefits**

**Claim** for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

**b. Bodily Injury, Property Damage, or Personal and Advertising Injury**

Damages arising out of **bodily injury, property damage or personal and advertising injury**.

**c. Employment-Related Practices**

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

**d. ERISA**

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

**e. Dishonest, Fraudulent, Criminal Or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

**f. Failure To Perform A Contract**

Damages arising out of failure of performance of contract by any insurer.

**g. Insufficiency Of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the **employee benefit program**.

**h. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation**

**Claim** based upon failure of any investment to perform, errors in providing information on past performance of investment vehicles or advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the **employee benefit program**.

**i. Insurance Provided in Other Coverage Parts**

Damages for which coverage is provided by any other **COVERAGE PART** of this policy.

**j. Prior Act, Error or Omission**

**Claim** arising from any act, error or omission known, prior to the effective date of the **policy period**, to a **responsible executive** if such **responsible executive** knew or could have reasonably foreseen that such an act, error or omission could give rise to a **claim** under this policy.

**k. Taxes, Fines Or Penalties**

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

**l. Workers' Compensation And Similar Laws**

**Claim** arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

**Coverage C: Medical Payments**

**1. Insuring Agreement**

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

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

provided that:

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

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

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

**2. Exclusions**

We will not pay expenses for any **bodily injury**:

**a. Any Insured**

To any insured, except **volunteer workers**.

**b. Athletics Activities**

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

**c. COVERAGE PART I Exclusions**

Excluded under **Coverage A** of **COVERAGE PART I** and **COVERAGE PART I - Common Exclusions**

**d. Hired Person**

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

**e. Injury on Normally Occupied Premises**

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

**f. Products-completed operations hazard**

Included within the **products-completed operations hazard**.

**g. Workers Compensation and Similar Laws**

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

**Coverage D: Product Withdrawal Expenses**

**1. Insuring Agreement**

- a. We will reimburse you for **product withdrawal expenses** incurred by you because of a **product withdrawal** to which this insurance applies but only if the **product withdrawal** is initiated in the **coverage territory** during the **policy period** because:

- (1) You determine that the **product withdrawal** is necessary; or
- (2) An authorized government entity has ordered you to conduct a **product withdrawal**.

- b. We will reimburse **product withdrawal expenses** only if the product that is the subject of the **product withdrawal** was manufactured or distributed no more than twelve (12) months prior to the beginning of the **policy period**.

The amount of such reimbursement is limited as described in **SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE**. No other obligation or liability to pay sums or perform acts or services is covered.

- c. The initiation of a **product withdrawal** will be deemed to have been made only at the earliest of the following times:

- (1) When you first announced, in any manner, to the general public, your vendors or to your **employees** (other than those **employees** directly involved in making the determination) your decision to conduct or participate in a **product withdrawal**. This applies regardless of whether the determination to conduct a **product withdrawal** is made by you or is requested by a third party; or
- (2) When you first received, either orally or in writing, notification of an order from an authorized governmental entity to conduct a **product withdrawal**.

- d. **Product withdrawal expenses** incurred to withdraw **your products** which contain the same or substantially similar defects will be deemed to have arisen out of the same **product withdrawal**.

**2. Exclusions**

This insurance does not apply to any:

**a. Concealment or Fraud**

**Product withdrawal expenses** arising out of your or any other insured's engagement in fraudulent conduct or intention concealment or misrepresentation of a material fact concerning a **product withdrawal** or **product withdrawal expenses** incurred by you.

**b. Damages, Fines and Penalties**

Compensatory damages, fines, penalties, punitive or exemplary or other non-compensatory damages.

**c. Defense of Claim or Suit**

Defense of a **claim** or **suit** against you for liability arising out of a **product withdrawal**.

**d. Deterioration, Decomposition or Chemical Transformation**

**Product withdrawal** initiated due to transformation of a chemical nature, deterioration or decomposition of **your product**. This exclusion does not apply if such transformation is caused by:

- (1) An error in manufacturing, design, or processing; or
- (2) **Product tampering**.

**e. Expiration of Shelf Life**

**Product withdrawal** initiated due to expiration of the designated shelf life of **your product**.

**f. Governmental Ban**

**Product withdrawal** initiated due to the fact that **your product**, or a component contained within **your product**, has been:

- (1) Banned from the market by an authorized government entity prior to the **policy period**; or
- (2) Distributed or sold by you subsequent to any governmental ban.

**g. Known Defect**

**Product withdrawal** initiated because of a **defect** in **your product** known to exist by a **responsible executive**, prior to the **policy period** or prior to the time **your product** leaves your control or possession.

**h. Product Failure**

**Product withdrawal** initiated due to the failure of **your product** to accomplish its intended purpose, including any breach of warranty or fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause **bodily injury, property damage** or **environmental damage**.

**Coverage E: Image Restoration Expenses**

**1. Insuring Agreement**

We will pay **image restoration expenses** incurred by you that arise out of:

- a. An **image restoration event** that results from a **pollution incident** on, at, under or migrating from any **location** which is owned or occupied by you;
- b. An **image restoration event** that results from a **pollution incident** on, at, under or migrating from a **non-owned site**;
- c. An **image restoration event** that results from a **pollution incident** during **transportation** or **misdelivery** during **transportation**; or
- d. An **image restoration event** that results from **pollution incident** caused by **your work** at any **location** which was not at any time owned or occupied by any insured.

But only if:

- (1) The **pollution incident** giving rise to the **image restoration expenses** commenced during the **policy period**;
- (2) The **pollution incident** giving rise to the **image restoration expenses** takes place in the **coverage territory**;
- (3) The **image restoration expenses** are incurred by you within fourteen (14) days of the first newspaper or magazine publication or television news broadcast alleging responsibility by you for such **pollution incident** giving rise to the **image restoration event** and within thirty (30) days of the commencement of such **pollution incident**; and
- (4) The **image restoration event** is reported to us by you, in writing, within fourteen (14) days of commencement of a **responsible executive's** first discovery of such **image restoration event**.

**Coverage F: Disinfection Event Expenses**

**1. Insuring Agreement**

We will pay **disinfection expenses** incurred by you that result from:

- a. A **disinfection event** at any **location** which is owned or occupied by you; or
- b. A **disinfection event** caused by **your work** at any **location** which was not at any time owned or occupied by any insured.

But only if:

- (1) The **disinfection event** commences, in its entirety, during the **policy period**;
- (2) The **disinfection event** takes place in the **coverage territory**;
- (3) The **disinfection expenses** are incurred within thirty (30) days of the first discovery of such **disinfection event** by a **responsible executive**; and
- (4) The **disinfection event** is reported to us by you, in writing, within fourteen (14) days of commencement of a **responsible executive's** first discovery of such **disinfection event**.

#### Coverage G: Pre-Claim Event Expenses

##### 1. Insuring Agreement

We will pay **pre-claim event expenses** incurred by you that result from a **pre-claim event** caused by **your work** at any **location** which was not at any time owned or occupied by any insured but only if:

- (1) The **pre-claim event** commences in its entirety and is reported to us by you during the **policy period**; and
- (2) The **pre-claim event** takes place in the **coverage territory**.

#### COVERAGE PART II – Exclusions applicable to Coverages E, F and G:

This insurance does not apply to any:

##### a. Criminal Fines, Penalties and Assessments

Criminal fines, criminal penalties or criminal assessments.

##### b. Divested Property

Any **disinfection event** which commenced subsequent to the date on which the insured sold, gave away, terminated lease, abandoned or relinquished operational or management control of the **location** at which that **disinfection event** occurred. This exclusion shall not apply to any **location** owned by an insured which is leased to a third party, even if the insured has relinquished operation or management control of such **location**.

##### c. Known Event

**Image restoration event, disinfection event or pre-claim event** that was known prior to the **policy period** by a **responsible executive**. Any continuation, change, or resumption of such **pre-claim event** will be deemed to have been known by a **responsible executive** prior to the **policy period**.

##### d. Noncompliance

**Image restoration event, disinfection event or pre-claim event** that results from or are associated with a **responsible executives** intentional disregard of, or deliberate, knowing, willful or dishonest noncompliance with any **environmental law**, including but not limited to the failure to comply with any regulation applicable to air emissions or effluent discharges, or any other statute, regulation, ordinance, order, administrative complaint, notice of violation, notice letter, or instruction by or on behalf of any governmental agency or representative or other federal, state, local or other applicable legal requirement.

However, this exclusion shall not apply to noncompliance based upon:

- (1) Good faith reliance upon specific written advice of qualified counsel received in advance of such noncompliance; or
- (2) Reasonable efforts to mitigate a **pollution incident** that necessitates immediate action, provided that such **pollution incident** is reported to us in writing within fourteen (14) days of its commencement.

##### e. War

**Image restoration event, disinfection event or pre-claim event**, however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;



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

f. **Workers Compensation and Similar Laws**

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

**COVERAGE PART II – Supplementary Payments:**

We will pay, with respect to any **claim** we investigate or settle, or any **suit** against an insured we defend under **COVERAGE PART II – Coverage A and B:**

- 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 \$500 a day 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. 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.

**COVERAGE PART III: SITE POLLUTION INCIDENT LEGAL LIABILITY**

**Coverage A – Bodily Injury and Property Damage Liability**

**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of **bodily injury** or **property damage** to which this insurance applies that results from a **pollution incident** on, at, under or migrating from an **insured site**. We will have the right and the duty to defend the insured against any **suit** seeking damages for **bodily injury** or **property damage** to which this COVERAGE PART applies. However, we will have no duty to defend the insured against any **suit** seeking damages to which this COVERAGE PART does not apply. We may, at our discretion, investigate any **pollution incident** and settle any **claim** or **suit** that may result. But:
  - (1) The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE**; and
  - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance under **COVERAGE PART III** in the payment of judgments, settlements, **clean-up costs**, **emergency response expense** and **legal and claims expense payments**.
- b. This insurance applies to **bodily injury** and **property damage** only if:
  - (1) The **bodily injury** or **property damage** is caused by a **pollution incident** that commenced on or after the retroactive date applicable to the **insured site** and before the end of the **policy period**; and
  - (2) A **claim** for damages because of the **bodily injury** or **property damage** is first made against any insured and reported to us in writing during the **policy period** or any **extended reporting period** we provide under **SECTION IV – CONDITIONS**, Condition **12. Extended Reporting Period**.

A **claim** received by the insured during the **policy period** and reported to us within thirty (30) days after the end of the **policy period** will be considered to have been reported within the **policy period**.



- c. If we have accepted coverage under this policy for a **pollution incident** or **claim**, and we, or an affiliate, issue a subsequent insurance policy to you, and during that subsequent insurance policy:

(1) A **claim** arising from the same, related or continuous **pollution incident** is first made against an insured; and

(2) Such **claim** is reported to us, or an affiliate, while such subsequent insurance policy is in effect,

Then coverage for that subsequently reported **claim** shall be:

(1) Determined solely by the terms, conditions, limitations, and exclusions of the subsequently issued insurance policy, other than that policy's limits of insurance; and

(2) Subject to the Each Incident Limit – COVERAGE PART III: Site Pollution Incident Legal Liability and remaining General Aggregate Limit, if any, of this Policy; however, to the extent that the subsequently issued insurance policy has a sublimit of liability otherwise applicable to that **claim** for an amount that is less than the remaining Each Incident Limit – COVERAGE PART III: Site Pollution Incident Legal Liability in this Policy, then the applicable limit of insurance for that **claim** shall be that policy's sublimit of liability.

For the purposes of this paragraph c. "related" means based upon, arising out of, resulting from, or in any way involving the same or related facts, circumstances, or events, or the same or related series of facts, circumstances, or events, whether related logically, causally or in any other way, and irrespective of whether involving the same **pollutants**.

## Coverage B - First and Third Party On-Site Clean-Up Costs

### 1. Insuring Agreement

- a. We will pay for **clean-up costs** incurred exclusively for remediation of **pollutants** that are on, at or under an **insured site** or **non-owned site** that the insured becomes legally obligated to pay because of **environmental damage** to which this insurance applies but only if:

(1) The **environmental damage** is caused by a **pollution incident** on, at or under:

(a) An **insured site** provided the **pollution incident** commenced on or after the Retroactive Date applicable to the **insured site** and before the end of the **policy period**; or

(b) A **non-owned site** in the **coverage territory** provided that the **pollution incident** commenced before the end of the **policy period**; and

(2) The insured:

(a) First discovers the **pollution incident** during the **policy period**. Discovery of a **pollution incident** happens when a **responsible executive** (i) first becomes aware of the **pollution incident**, (ii) reports the **pollution incident** to us in writing during the **policy period**, and (iii) promptly reports the **pollution incident** to the appropriate governmental authority as required by **environmental law**; or

(b) Becomes legally liable to pay **clean-up costs** as a result of a **claim**, the **claim** for which is first made against any insured and reported to us in writing during the **policy period** or any **extended reporting period** we provide under **SECTION IV – CONDITIONS**, Condition **12. Extended Reporting Period**. A **claim** received by the insured during the **policy period** and reported to us within thirty (30) days after the end of the **policy period** will be considered to have been reported during the **policy period**.

- b. We will pay **emergency response expense** incurred by or on behalf of any insured in response to an imminent and substantial threat to human health or the environment that results from a **pollution incident** on, at or under an **insured site** but only if:

(1) The **pollution incident** commenced during the **policy period**;

(2) The **emergency response expenses** are incurred within seven (7) days of the commencement of the **pollution incident**; and

(3) The **pollution incident** and related **emergency response expenses** are reported to us in writing within fourteen (14) days of the commencement of the **pollution incident**.

- c. We have the right and the duty to investigate, settle, contest or appeal any obligation asserted against an insured to pay **clean-up costs** or **emergency response expense**. But:

- (1) the amount we will pay for such investigation, settlement, contest or appeal is limited as described in **SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE**; and
  - (2) Our right and duty to investigate, settle, contest or appeal ends when we have used up the applicable limit of insurance in the payment of judgments, settlements, **clean-up costs**, **emergency response expense** and **legal and claims expense payments**.
- d. If we have accepted coverage under this policy for a **pollution incident** or **claim**, and we, or an affiliate, issue a subsequent insurance policy to you, and during that subsequent insurance policy:
- (1) A related or continuous **pollution incident** is first discovered, or
  - (2) A **claim** arising from the same, related or continuous **pollution incident** is first made against an insured; and
  - (3) Such **pollution incident** or **claim** is reported to us, or an affiliate, while such subsequent insurance policy is in effect,

Then coverage for that subsequently reported **pollution incident** or **claim** shall be:

- (1) Determined solely by the terms, conditions, limitations, and exclusions of the subsequently issued insurance policy, other than that policy's limits of insurance; and
- (2) Subject to the Each Incident Limit – COVERAGE PART III: Site Pollution Incident Legal Liability and remaining General Aggregate Limit, if any, of this Policy; however, to the extent that the subsequently issued insurance policy has a sublimit of liability otherwise applicable to that **pollution incident** or **claim** for an amount that is less than the remaining Each Incident Limit – COVERAGE PART III: Site Pollution Incident Legal Liability in this Policy, then the applicable limit of insurance for that **pollution incident** or **claim** shall be that policy's sublimit of liability.

For the purposes of this paragraph d. "related" means based upon, arising out of, resulting from, or in any way involving the same or related facts, circumstances, or events, or the same or related series of facts, circumstances, or events, whether related logically, causally or in any other way, and irrespective of whether involving the same **pollutants**.

## 2. Exclusions

In addition to exclusions found in **COVERAGE PART III – Common Exclusions**, this insurance does not apply to any:

### a. Asbestos and Lead

**Environmental damage** arising from asbestos, asbestos containing materials, lead or lead containing materials including but not limited to lead-paint in, on, at, within or applied to any building, utility, structure or building material. This exclusion does not apply to **clean-up costs** for the remediation of any soil, groundwater body, surface water body or sediment.

Further, this exclusion shall not apply to **clean-up costs** solely incurred for remediation of asbestos, asbestos containing materials or lead-based paint which has been inadvertently displaced (not including any displacement associated with demolition, renovation or abatement) by an accident which occurs, in its entirety, during the **policy period** and is demonstrable by the insured as commencing during the **policy period**, provided that such accident is reported to us within thirty (30) days of its commencement. However, there shall be no coverage for any costs incurred to: remove, abate, repair, dispose of or otherwise address any asbestos, asbestos containing materials or lead-based paint that has not been displaced by such accident; or to remove or dispose of any building, construction or demolition debris.

### b. Off-Site Clean-Up Costs and Emergency Response Expense

**Clean-up costs** or **emergency response expense** incurred to remediate **pollutants** that are beyond the **boundaries** of a **non-owned site** or an **insured site**.

## Coverage C – Off-Site Clean-Up Costs

### 1. Insuring Agreement

- a. We will pay for **clean-up costs** incurred exclusively for remediation of **pollutants** that are beyond the **boundaries** of an **insured site** or a **non-owned site** that the insured becomes legally obligated to pay because of **environmental damage** to which this insurance applies but only if:
  - (1) The **environmental damage** is caused by a **pollution incident** migrating from:

(a) An **insured site** provided the **pollution incident** commenced on or after the Retroactive Date applicable to the **insured site** and the **pollution incident** commenced before the end of the **policy period**; or

(b) A **non-owned site** in the **coverage territory** provided the **pollution incident** commenced prior to the end of the **policy period**; and

(2) As respects **clean-up costs**, a **claim** for **clean-up costs** is first made against any insured and reported to us in writing during the **policy period** or any **extended reporting period** we provide under **SECTION IV – CONDITIONS**, Condition **12. Extended Reporting Period**.

A **claim** received by the insured during the **policy period** and reported to us within thirty (30) days after the end of the **policy period** will be considered to have been reported within the **policy period**.

b. We will pay **emergency response expense** incurred by or on behalf of any insured in response to an imminent and substantial threat to human health or the environment that results from a **pollution incident** beyond the **boundaries** of an **insured site** but only if:

(1) The **pollution incident** commenced during the **policy period**;

(2) The **emergency response expenses** are incurred within seven (7) days of the commencement of the **pollution incident**; and

(3) The **pollution incident** and related **emergency response expenses** are reported to us in writing within fourteen (14) days of the commencement of the **pollution incident**.

c. We have the right and the duty to investigate, settle, contest or appeal any obligation asserted against an insured to pay **clean-up costs** or **emergency response expense**. But:

(1) The amount we will pay for such investigation, settlement, contest or appeal is limited as described in **SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE**; and

(2) Our right and duty to investigate, settle, contest or appeal ends when we have used up the applicable limit of insurance in the payment of judgments, settlements, **clean-up costs**, **emergency response expense** and **legal and claims expense** payments.

d. If we have accepted coverage under this policy for a **pollution incident** or **claim**, and we, or an affiliate, issue a subsequent insurance policy to you, and during that subsequent insurance policy:

(1) A **claim** arising from the same, related or continuous **pollution incident** is first made against an insured; and

(2) Such **claim** is reported to us, or an affiliate, while such subsequent insurance policy is in effect,

Then coverage for that subsequently reported **claim** shall be:

(1) Determined solely by the terms, conditions, limitations, and exclusions of the subsequently issued insurance policy, other than that policy's limits of insurance; and

(2) Subject to the Each Incident Limit – **COVERAGE PART III: Site Pollution Incident Legal Liability** and remaining General Aggregate Limit, if any, of this Policy; however, to the extent that the subsequently issued insurance policy has a sublimit of liability otherwise applicable to that **claim** for an amount that is less than the remaining Each Incident Limit – **COVERAGE PART III: Site Pollution Incident Legal Liability** in this Policy, then the applicable limit of insurance for that **claim** shall be that policy's sublimit of liability.

For the purposes of this paragraph d. "related" means based upon, arising out of, resulting from, or in any way involving the same or related facts, circumstances, or events, or the same or related series of facts, circumstances, or events, whether related logically, causally or in any other way, and irrespective of whether involving the same **pollutants**.

## 2. Exclusions

In addition to exclusions found in **COVERAGE PART III – Common Exclusions**, this insurance does not apply to any:

### a. On-Site Clean-Up Costs

**Clean-up costs** or **emergency response expense** incurred to remediate **pollutants** that are on, at, under or otherwise within the **boundaries** of a **non-owned site** or an **insured site**.

### COVERAGE PART III - Common Exclusions

The insurance provided in **COVERAGE PART III** does not apply to any:

#### a. Contractual Liability

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

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

#### b. Criminal Fines, Penalties and Assessments

Criminal fines, criminal penalties or criminal assessment.

#### c. Divested Property

**Pollution incident** which commenced subsequent to the date on which the insured sold, gave away, terminated lease, abandoned or relinquished operational or management control of the **location** at which that **pollution incident** occurred. This exclusion shall not apply to any **location** owned by an insured which is leased to a third party, even if the insured has relinquished operation or management control of such **location**.

#### d. Employer's Liability

**Bodily injury** to:

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

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

#### e. Expected or Intended Injury or Damage

**Bodily injury, property damage** or **environmental damage** expected or intended from the standpoint of the insured.

#### f. Insurance Provided in Other Coverage Parts

**Bodily injury, property damage, clean-up costs, environmental damage**, or any other injury or damage, for which coverage is provided by any other **COVERAGE PART** of this policy.

#### g. Material Change in Use

**Clean-up costs** resulting from a material change in use or operation at any **insured site** from the use or operations at such **insured site** at the effective date of the **policy period**

#### h. Named Insured versus Named Insured

Damages, **claims**, or **suits** brought by or on behalf of one Named Insured against any other Named Insured.

#### i. Naturally Present Pollutants

**Property damage or environmental damage** arising out of **pollutants** at levels naturally present where the **property damage or environmental damage** occurs.

j. **Noncompliance**

**Bodily injury, property damage or environmental damage** that results from or are associated with a **responsible executives** intentional disregard of, or deliberate, knowing, willful or dishonest noncompliance with any **environmental law**, including but not limited to the failure to comply with any regulation applicable to air emissions or effluent discharges, or any other statute, regulation, ordinance, order, administrative complaint, notice of violation, notice letter, or instruction by or on behalf of any governmental agency or representative or other federal, state, local or other applicable legal requirement.

However, this exclusion shall not apply to noncompliance based upon:

- (1) Good faith reliance upon specific written advice of qualified counsel received in advance of such noncompliance; or
- (2) Reasonable efforts to mitigate a **pollution incident** that necessitates immediate action, provided that such **pollution incident** is reported to us in writing within fourteen (14) days of its commencement.

k. **Nuclear Material**

**Bodily injury, property damage or environmental damage** based upon or arising out of the radioactive, toxic or explosive properties of **nuclear material** and with respect to which the insured is:

- a. Required to maintain financial protection pursuant to the Atomic Energy Act of 1954;
- b. Entitled to indemnity from the United States of America or any agency thereof; or
- c. 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 limits.

l. **Previously Reported Claim**

**Claim or suit** first made and reported to us during the **policy period** arising from the same, related or continuous **pollution incident** for which a **claim or suit** was reported under any policy of which this policy is a renewal or replacement or succeeds in time, whether or not such prior policy affords coverage for such **claim or suit**.

m. **Prior Pollutants or Pollution Incident**

**Bodily injury, property damage or environmental damage** arising out of **pollutants** or a **pollution incident** to the extent such **pollutants** or **pollution incident** was known to a **responsible executive** prior to the effective date of the **policy period**.

This exclusion does not apply if the **pollutants** or **pollution incident** giving rise to the **bodily injury, property damage or environmental damage** is specifically referenced or identified on a Prior Pollutants or Pollution Incident Exclusion Amendment Endorsement attached to this policy.

n. **Transportation**

**Bodily injury, property damage or environmental damage** arising out of a **pollution incident** during **transportation**.

o. **Underground Storage Tanks**

**Bodily injury, property damage or environmental damage** based upon or arising out of any **underground storage tank** which is: (i) Known to a **responsible executive** as of the effective date of the **policy period**; (ii) Known to a **responsible executive** as of the date an **insured site** is added by Endorsement during the **policy period**; or (iii) installed during the **policy period**.

This exclusion does not apply to any **underground storage tank** which has been:

- (1) Closed or abandoned in place prior to the effective date of the **policy period** and in accordance with all applicable **environmental laws** in effect at the time of such removal, closure or abandonment;
- (2) Removed prior to the effective date of the **policy period**; or
- (3) Scheduled to this policy by Endorsement.

Further, this exclusion shall not apply to any new **Underground Storage Tank** installed during the **policy period** which is utilized to store petroleum products, water, wastewater or gases, provided such **Underground Storage Tank** does not hold or collect any solvent or other liquid, including wastewater, which contains any concentration of solvents.

p. **Upgrades, Improvements or Installations**

Costs, charges or expenses for upgrade, improvement of, maintenance, repair or installation of any control to, any property or processes on, at, within or under an **insured site** even if such upgrade, improvement, maintenance, repair or installation is required by **environmental laws**.

q. **War**

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

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

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

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

s. **Your Product**

**Bodily injury, property damage or environmental damage** based upon or arising out of **your product** and occurring away from a **location** you own or occupy or a **non-owned site**.

However, this exclusion does not apply to **bodily injury, property damage or environmental damage** arising out of **your product** migrating from an **insured site**.

## **COVERAGE PART IV – PROFESSIONAL LIABILITY**

### **1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of a **professional incident** 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 to which this insurance does not apply. We may at our discretion investigate any **professional incident** and settle any **claim** or **suit** that may result. But:

- (1) The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance under **COVERAGE PART IV** in the payment of judgments, settlements and **legal and claims expense payments**.

- b. This insurance applies only if:

- (1) The **professional incident** takes place in the **coverage territory**;
- (2) The **professional incident** did not occur before the Retroactive Date shown in the Declarations or after the end of the **policy period**; and
- (3) A **claim** for damages is first made against any insured and reported to us in writing during the **policy period** or any **extended reporting period** we provide under **SECTION IV – CONDITIONS, Condition 12. Extended Reporting Period**.

A **claim** received by the insured during the **policy period** and reported to us within thirty (30) days after the end of the **policy period** will be considered to have been reported within the **policy period**.

- c. If we have accepted coverage under this policy for a **claim**, and we, or an affiliate, issue a subsequent insurance policy to you, and during that subsequent insurance policy:

- (1) A **claim** arising from the same, related or continuous **professional incident** is first made against an insured; and
- (2) Such **claim** is reported to us, or an affiliate, while such subsequent insurance policy is in effect,

Then coverage for that subsequently reported **claim** shall be:



- (1) Determined solely by the terms, conditions, limitations, and exclusions of the subsequently issued insurance policy, other than that policy's limits of insurance; and
- (2) Subject to the Each Incident Limit – COVERAGE PART IV: Professional Liability and remaining General Aggregate Limit, if any, of this Policy; however, to the extent that the subsequently issued insurance policy has a sublimit of liability otherwise applicable to that **claim** for an amount that is less than the remaining Each Incident Limit – COVERAGE PART IV: Professional Liability in this Policy, then the applicable limit of insurance for that **claim** shall be that policy's sublimit of liability.

For the purposes of this paragraph c. "related" means based upon, arising out of, resulting from, or in any way involving the same or related facts, circumstances, or events, or the same or related series of facts, circumstances, or events, whether related logically, causally or in any other way, and irrespective of whether involving the same **professional incident**.

## 2. Exclusions

This insurance does not apply to any damages, **claims** or **suits**:

### a. Aircraft, Auto or Watercraft

Based upon or 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 **transportation**.

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.

### b. Bankruptcy

Based upon or arising out of the bankruptcy or insolvency of an insured or of any other person, firm or organization.

### c. Contractual Liability

Based upon or arising out of damages 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.

### d. Construction and Demolition

Based upon or arising out of construction or demolition done by you or on your behalf.

### e. Damage to Your Work

Based upon or arising out of damage to **your work** or any part of **your work**.

### f. Dishonest or Fraudulent Act

Based upon or arising out of a dishonest, fraudulent, criminal or malicious act, error or omission, provided that the act, error or omission is committed by or at the direction of a **responsible executive**.

### g. Discrimination

Based upon or arising out of discrimination by an insured on the basis of race, creed, national origin, disability, age, marital status, sex, or sexual orientation.

### h. Disputed Fees

Based upon or arising from disputes over the insured's fees or charges or claims for the return of fees or charges.

### i. Employer's Liability

Based upon or arising from **bodily injury** to:

(1) An **employee** of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that **employee** as a consequence of Paragraph (1) immediately above.

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

**j. Failure to Maintain**

Based upon or arising out of the insured's requiring, obtaining, maintaining, advising or failing to require, obtain, maintain or advise of any bond, suretyship or any form of insurance.

**k. Failure To Comply**

Which results from or is directly or indirectly attributable to failure to comply with any applicable statute, regulation, ordinance, municipal code, administrative complaint, notice of violation, notice letter, administrative order, or instruction of any governmental agency or body, provided that failure to comply is a willful or deliberate act or omission of a **responsible executive**.

**l. Fiduciary Liability**

Based upon or arising out of:

- (1) Any insured's involvement as a partner, officer, director, stockholder, employer or **employee** of an entity that is not a named insured; or
- (2) Any insured's involvement as a fiduciary under the Employee Retirement Income Security Act of 1974 and its amendments, or any regulation or order issued pursuant thereto, or any other employee benefit plan.

**m. Fines, Penalties and Assessments**

Based upon or arising out of any fines, penalties or assessments or punitive, exemplary or multiplied damages imposed directly against any insured.

**n. Insurance Provided in Other Coverage Parts**

Based upon or arising out of a **professional incident** for which coverage is provided by any other COVERAGE PART of this policy.

**o. Insured versus Insured**

Brought by or on behalf of one insured against any other insured.

**p. Internal Expense**

For costs, charges or expenses incurred by the insured for materials supplied or services performed by the insured.

**q. Nuclear Material**

Based upon or arising out of the radioactive, toxic or explosive properties of **nuclear material** and with respect to which the insured is:

- (1) Required to maintain financial protection pursuant to the Atomic Energy Act of 1954;
- (2) Entitled to indemnity from the United States of America or any agency thereof; or
- (3) 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 limits.

**r. Owned Facilities**

Based upon or arising from or in connection with any **location** which is or was at any time owned, operated, rented, or occupied by you or by any entity that:

- (1) Wholly or partly owns, operates, manages, or otherwise controls you; or
- (2) Is wholly or partly owned, operated, managed, or otherwise controlled by you.

**s. Personal and Advertising Injury**

Based upon or arising out of **personal and advertising injury**.

**t. Previously Reported Claim**



Based upon or arising from the same, related or continuous **professional incident** that was the subject of a **claim** reported under any policy of which this policy is a renewal or replacement or which it may succeed in time, whether or not such prior policy affords coverage for such **claim**.

**u. Prior Professional Incident**

Based upon or arising from any **professional incident** known to a **responsible executive** prior to the effective date of the **policy period**, if such **responsible executive** knew or could have reasonably foreseen that such **professional incident** could give rise to damages, **claims** or **suits** under this policy.

This exclusion does not apply if we have been notified, in writing, of such **professional incident** giving rise to such damages, **claims**, or **suits** during the policy period of a policy previously issued by us to you.

**v. Your Product**

Based upon or arising out of **your product**.

**w. Warranties**

Based upon or arising out of express warranties or guarantees. This exclusion shall not apply if liability would have resulted in the absence of such express warranties or guarantees.

**x. Workers' Compensation And Similar Laws**

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

## **SECTION II – WHO IS AN INSURED**

**1. If you are designated in the Declarations as:**

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

**2. Any subsidiary, associated, affiliated, allied or limited liability company or corporation, including subsidiaries thereof, of which you have more than 50% ownership interest at the effective date of the **policy period** qualify as a Named Insured.**

**3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:**

- a.** Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the **policy period**, whichever is earlier;
- b.** Coverage under this policy does not apply to **bodily injury, property damage, environmental damage, emergency response expense, image restoration expenses, disinfection expenses, pre-claim event expenses**, or any other injury or damage that occurred before you acquired or formed the organization;
- c.** Coverage under this policy does not apply to **personal and advertising injury** or **product withdrawal expenses** arising out of an offense or **product withdrawal** committed before you acquired or formed the organization; and
- d.** Coverage under this policy does not apply to damages arising out of any act, error or omission or **professional incident** that took place before you acquired or formed the organization.

**4. Each of the following is also an insured:**

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

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

- (a) To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company);
- (b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** immediately above; or
- (c) Arising out of the providing or failure to provide professional health care services except incidental health care services provided by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services and provided you are not engaged in the business of providing such services.

**(2) Property damage, environmental damage, image restoration expenses or disinfection expenses** to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your **employees, volunteer workers**, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your **employee**), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only with respect to liability arising out of the maintenance or use of that property and until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.
- e. Any person or organization, other than a third party carrier, you agree to include as an insured in a written contract, written agreement or permit, but only with respect to **bodily injury, property damage, environmental damage, or personal and advertising injury** caused, in whole or in part, by your operations, **your work**, equipment or premises leased or rented by you, or **your products** which are distributed or sold in the regular course of a vendor's business, however:

**(1) A vendor is not an insured as respects **bodily injury, property damage, environmental damage or personal and advertising injury**:**

- (a) For which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement except that which the vendor would have in the absence of the contract or agreement;
- (b) Arising out of any express warranty unauthorized by you;
- (c) Arising out of any physical or chemical change in the product made intentionally by the vendor;
- (d) Arising out of repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from you, and then repackaged in the original container;
- (e) Arising out of any failure to make inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Arising out of demonstration, installation servicing or repair operations, except such operations performed at the vendor's location in connection with the sale of the product; or
- (g) Arising out of products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

**(2) A manager or lessor of premises leased or rented to you, a lessor of leased equipment, or a mortgagee, assignee, or receiver is not an insured as respects **bodily injury, property damage, environmental damage or personal and advertising injury**:**

- (a) Arising out of any **occurrence** that takes place after the equipment lease expires or you cease to be a tenant; or
- (b) Arising out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of premises, or mortgagee, assignee, or receiver.

(3) The insurance afforded to such additional insured only applies to the extent permitted by law.

(4) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

f. Any person or organization that has at least a 50% controlling interest in you but only with respect to **bodily injury, property damage, environmental damage or personal and advertising injury** arising solely out of their financial control of you.

g. A grantor of license but only with respect to their liability as grantor of a license to you.

However:

(1) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

### SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE

1. The limits of insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. **Claims** made or **suits** brought;
- c. Persons or organizations making **claims** or bringing **suits**;
- d. **Pollution incidents**;
- e. Acts, errors or omissions;
- f. Benefits included in your **employee benefit program**;
- g. **Image restoration events**;
- h. **Disinfection events**;
- i. **Pre-claim events**; or
- j. **Product withdrawals** initiated or number of **your products** withdrawn.

2. The General Aggregate Limit:

- a. Is the most we will pay for the sum of:
  - (1) Damages and **emergency response expense** under **COVERAGE PART I**, except damages because of **bodily injury, property damage or environmental damage** included in the **products-completed operations hazard** other than damages covered under **COVERAGE PART I – Coverage G: Contractors Pollution Liability**;
  - (2) Damages, medical expense, **product withdrawals, image restoration expenses, disinfection expenses or pre-claim event expenses** under **COVERAGE PART II**;
  - (3) Damages, **clean-up costs, emergency response expense and legal and claims expense payments** under **COVERAGE PART III**; and
  - (4) Damages and **legal and claims expense payments** under **COVERAGE PART IV**.
- b. Shall apply separately as respects all damages caused by:
  - (1) **Occurrences** covered under **COVERAGE PART I, Coverages A, B or D** arising out of operations at a **location** owned or occupied by you;
  - (2) **Occurrences** covered under **COVERAGE PART I, Coverage A or G** arising out of ongoing operations at a project where you are performing **your work**; or
  - (3) **Pollution incidents** covered under **COVERAGE PART III** arising out of operations at an **insured site**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay for damages because of **bodily injury, property damage or environmental damage** included in the **products-completed operations hazard** other than damages covered under **COVERAGE PART I – Coverage G: Contractors Pollution Liability**.

4. Subject to Paragraph 2. or 3. immediately above, whichever applies, the Each Occurrence Limit – **COVERAGE PART I: Coverage A, B, C** inclusive is the most we will pay for the sum of:
- a. Damages under **COVERAGE PART I – Coverage A: General Bodily Injury and Property Damage Liability**;
  - b. Damages under **COVERAGE PART I – Coverage B: Hostile Fire and Building Equipment Liability**; and
  - c. Damages under **COVERAGE PART I – Coverage C: Products Pollution and Exposure Liability**
- because of all **bodily injury, property damage** and **environmental damage** arising out of any one **occurrence**.
5. Subject to Paragraph 4. immediately above, the Damage To Premises Rented To You Limit is the most we will pay under **COVERAGE PART I - Coverage A** for damages because of **property damage** to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
6. Subject to Paragraph 2. immediately above, the Each Occurrence Limit – **COVERAGE PART I: Coverage D, E, F** inclusive is the most we will pay for the sum of:
- a. Damages under **COVERAGE PART I – Coverage D: Time-Element Pollution Bodily Injury and Property Damage Liability**;
  - b. Damages under **COVERAGE PART I – Coverage E: Non-Owned Site Pollution Bodily Injury and Property Damage Liability**; and
  - c. Damages under **COVERAGE PART I – Coverage F: Pollution Liability during Transportation**
- because of all **bodily injury, property damage** and **environmental damage** arising out of any one **occurrence**.
7. Subject to Paragraph 2. immediately above, the Each Occurrence Limit - **COVERAGE PART I: Coverage G** is the most we will pay for the sum of all damages under **COVERAGE PART I – Coverage G: Contractors Pollution Liability** because of **bodily injury, property damage** or **environmental damage** arising out of any one **occurrence**.
8. Subject to Paragraph 2. immediately above, the Personal and Advertising Injury Limit is the most we will pay for the sum of all damages because of all **personal and advertising injury** sustained by any one person or organization.
9. Subject to Paragraph 2. immediately above, the Employee Benefits Administration Liability Limit is the most we will pay for the sum of all damages sustained by any one **employee**, including damages sustained by such **employee's** dependents and beneficiaries. However, the amount paid shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the **employee benefit program**.
10. Subject to Paragraph 2. immediately above, the Medical Expense Limit is the most we will pay under **COVERAGE PART II - Coverage C** for all medical expenses because of **bodily injury** sustained by any one person.
11. Subject to Paragraph 2. immediately above, the Product Withdrawal Expenses Limit is the most we will reimburse you for the sum of all **product withdrawal expenses** incurred for all **product withdrawals** initiated during the **policy period**.
12. Subject to Paragraph 2. immediately above, the Image Restoration Expenses Limit is the most we will pay for all **image restoration expenses** regardless of the number of **image restoration events**.
13. Subject to Paragraph 2. immediately above, the Disinfection Event Expenses Limit is the most we will pay for all **disinfection expenses** regardless of the number of **disinfection events**.
14. Subject to Paragraph 2. immediately above, the Pre-claim Event Expenses Limit is the most we will pay for all **pre-claim event expenses** regardless of the number of **pre-claim events**.
15. Subject to Paragraph 2. immediately above, the Each Incident Limit – **COVERAGE PART III: Site Pollution Legal Liability** is the most we will pay for the sum of:
- a. Damages and **legal and claims expense payments** under **COVERAGE PART III – Coverage A: Bodily Injury and Property Damage**;
  - b. **Clean-up costs, emergency response expense** and **legal and claims expense payments** under **COVERAGE PART III – Coverage B: First and Third Party On-Site Clean-Up Costs**; and
  - c. **Clean-up costs, emergency response expense** and **legal and claims expense payments** under **COVERAGE PART III – Coverage C: Off-Site Clean-Up Costs**
- because of all **bodily injury, property damage** and **environmental damage** arising out of the same, related or continuous **pollution incident**.

16. Subject to Paragraph 2. immediately above, the Each Incident Limit – **COVERAGE PART IV: Professional Liability** is the most we will pay under **COVERAGE PART IV: Professional Liability** for damages and **legal and claims expense payments** arising out of the same, related or continuous **professional incident**.
17. The Limits of Insurance apply in excess of the Deductible amounts shown in the Declarations. The deductible amount applies as follows:
- a. As respects the Each Incident Limit: **(i)** To the sum of all damages, **clean-up costs, emergency response expense and legal and claims expense payments** arising out of the same, related or continuous **pollution incident**; **(ii)** To the sum of all damages and **legal and claims expense payments** arising out of the same, related or continuous **professional incident**.
  - b. As respects the Each Occurrence Limit, to the sum of all damages as a result of one **occurrence** regardless of the number of persons or organizations who sustain damages because of that **occurrence**.
  - c. As respects **product withdrawal expenses**, we will pay the amount of **product withdrawal expenses** which are in excess of the Deductible amount shown in the Declarations. If a Participation Percentage is indicated in the Declarations, you agree to participate in the payment of **product withdrawal expenses** which are in excess of the Deductible, to the extent of the Participation Percentage Indicated. The Participation Percentage will apply separately to each product withdrawal. You also agree that the cost of your participation in the loss will be borne entirely by you when due and you will not obtain insurance to cover it.
  - d. As respects **image restoration expenses**, we will pay the amount of **image restoration expenses** which are in excess of the Deductible amount shown in the Declarations.
  - e. As respects **disinfection expenses**, we will pay the amount of **disinfection expenses** which are in excess of the Deductible amount shown in the Declarations.
  - f. As respects **pre-claim event expenses**, we will pay the amount of **pre-claim event expenses** which are in excess of the Deductible amount shown in the Declarations.

We may pay any part or the entire deductible amount to effect settlement of any **claim** or **suit** or to pay **clean-up costs** or **emergency response expense** which may be covered under this policy and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

Subject to **SECTION IV – CONDITIONS**, Condition 17. **Multiple Coverage Sections**, if the same, related or continuous **occurrence, pollution incident** or **professional incident** results in coverage under more than one **COVERAGE PART**, only the highest deductible under all coverage parts will apply.

18. The Limits of Insurance apply to the entire **policy period**. If the **policy period** is extended after policy issuance for an additional period, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.
19. With respect to the insurance afforded to the additional insured in **SECTION II – WHO IS AN INSURED**, paragraphs 4.e. and 4.g., if coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the contract or agreement; or
  - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less. This shall not increase the applicable Limits of Insurance shown in the Declarations.

#### **SECTION IV – CONDITIONS**

##### **1. Assignment**

This policy may not be assigned without our prior written consent. Assignment of interest under this policy shall not bind us until our consent is endorsed thereon.

##### **2. Bankruptcy**

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

##### **3. Cancellation**

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - (1) Ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - (2) Ninety (90) days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The **policy period** will end on that date.
- e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be less than pro rata and will be subject to the minimum premium stated in the Declarations. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

#### 4. Changes

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

#### 5. Choice of Forum

In the event that the insured and we have any dispute concerning or relating to this policy, including its formation, coverage provided hereunder, or the meaning, interpretation or operation of any term, condition, definition or provision of this policy resulting in litigation, arbitration or other form of dispute resolution, the insured agrees with us that any such litigation shall exclusively take place in the appropriate federal or state courts located in New York, New York and any arbitration or other form of dispute resolution shall take place in New York, New York.

#### 6. Choice of Law

In the event that the insured and we have any dispute concerning or relating to this policy, including its formation, coverage provided hereunder, or the meaning, interpretation or operation of any term, condition, definition or provision of this policy resulting in litigation, arbitration or other form of dispute resolution, the insured agrees with us that the laws of the State of New York shall apply without giving effect to any conflicts or choice of law principles. The terms and conditions of this policy shall not be deemed to constitute a contract of adhesion and shall not be construed in favor of or against any party hereto by reason or authorship or otherwise.

#### 7. Currency

All reimbursement shall be made in United States currency at the rate of exchange prevailing on:

- a. The date of judgment if judgment is rendered;
- b. The date of settlement if settlement is agreed upon with our written consent;
- c. The date of payment of **clean-up costs** and **emergency response expense**; or
- d. The date **legal and claims expense payments** are paid.

Whichever is applicable.

#### 8. Duties In The Event Of Occurrence, Offense, Pollution Incident, Professional Incident, Act, Error or Omission, Claim or Suit

- a. Without limiting the requirements of any insuring agreement in this policy, you must see to it that we are notified as soon as practicable of an **occurrence**, offense, **pollution incident**, **disinfection event**, **professional incident** or act, error or omission which may result in a **claim**. To the extent possible, notice should include:
  - (1) How, when and where the **occurrence**, offense, **pollution incident**, **disinfection event**, **professional incident** or act, 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 **occurrence**, offense, **pollution incident**, **disinfection event**, **professional incident** or act, 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 or settlement of the **claim** or defense against the **suit**; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. In the event **emergency response expenses** are incurred, you must provide, in writing, all available information relating to such **emergency response expenses** and the **pollution incident** giving rise thereto to us within fourteen (14) days of commencement of the **pollution incident**. Such information shall include all applicable information detailed in Paragraph a. immediately above.

e. In the event **image restoration expenses, disinfection expenses, or pre-claim event expenses** are incurred, you must provide, in writing, all available information relating to such expenses and the **image restoration event, disinfection event, or pre-claim event** giving rise thereto to us within fourteen (14) days of commencement of such event. Such information shall include all applicable information detailed in Paragraph a. above.

f. In the event of a **time-element pollution incident**, you must provide, in writing, all available information relating to the **pollution incident** giving rise thereto to us within thirty (30) days of commencement of the **pollution incident**. Such information shall include all applicable information detailed in Paragraph a. immediately above.

g. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any cost or expense, other than for first aid and **emergency response expense**, without our prior written consent.

h. When any insured becomes legally obligated to pay **clean-up costs** to which this insurance applies, the insured must:

(1) Submit, for our approval, all proposed work plans prior to submittal to any regulatory agency.

(2) Submit, for our approval, all bids and contracts for **clean-up costs** prior to execution or issuance.

(3) Forward progress submittals regarding **clean-up costs** at reasonable intervals and always prior to submittal to any regulatory agency that is authorized to review and approve such submittals.

We shall have the right, but not the duty, to assume direct control of such **clean-up costs**. Any **clean-up costs** incurred by us shall be applied against the applicable Limit of Insurance and deductible.

i. If we are prohibited under applicable law from investigating, defending or settling any such **claim** or **suit**, the insured shall, under our supervision, arrange for such investigation and defense thereof as is reasonably necessary, and subject to our prior authorization, shall effect such settlement thereof.

## 9. Duties In The Event Of A Defect Or A Product Withdrawal

a. You must see to it that we are notified as soon as practicable of any actual, suspected or threatened defect in **your product**, or any governmental investigation, that may result in a **product withdrawal**.

In addition to notice requirements of the policy, the notice should include:

1. How, when and where the defect was discovered;

2. The nature, location and circumstances of any injury or damage arising out of use or consumption of **your product**.

b. If a **product withdrawal** is initiated, you must immediately record the specifics of the **product withdrawal** and the date it was initiated.

c. You must promptly take all reasonable steps to mitigate the expenses associated with a **product withdrawal**.

d. You and any other involved insured must:

1. Immediately send us copies of pertinent correspondence received in connection with the **product withdrawal**;

2. Cooperate with us in our investigation of the **product withdrawal**.

## 10. Economic and Trade Sanctions

In accordance with laws and regulation of the United States concerning economic and trade sanctions administered and enforced by The Office Of Foreign Assets Control (OFAC), this policy is void ab initio solely with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade sanctions.

## 11. Enforceability

If any part of this policy is deemed invalid or unenforceable, it shall not affect the validity or enforceability of any other part of this policy, which shall be enforced to the full extent permitted by law.

## 12. Extended Reporting Period

This condition applies only as respects **COVERAGE PART III - SITE POLLUTION INCIDENT LEGAL LIABILITY** and **COVERAGE PART IV – PROFESSIONAL LIABILITY**.

a. This condition applies only if:

- (1) The policy is cancelled or non-renewed for any reason except non-payment of the premium; or
- (2) We renew or replace this policy with **COVERAGE PART III - SITE POLLUTION LIABILITY** or **COVERAGE PART IV – PROFESSIONAL LIABILITY** that provides claims-made coverage for **bodily injury, property damage, environmental damage** or **professional incident** and that has a Retroactive Date later than the one shown in the Declarations or for an **insured site**; and
- (3) You do not purchase coverage to replace the coverage described in Paragraph a.(2) immediately above.

b. Automatic **Extended Reporting Period**

You shall automatically have a period of ninety (90) days following the effective date of such termination of coverage in which to provide written notice to us of **claims** first made and reported within the automatic extended reporting period.

A **claim** first made and reported within the automatic **extended reporting period** will be deemed to have been made on the last day of the **policy period**, provided that the **claim** is for damages, **clean-up costs** or **emergency response expense** arising from a **pollution incident** which commenced on or after the Retroactive Date, if applicable, and before the end of the **policy period** or the **claim** is for damages arising from a **professional incident** that occurred on or after the Retroactive Date and before the end of the **policy period** and is otherwise covered by this policy.

No part of the automatic **extended reporting period** shall apply if the optional **extended reporting period** is purchased.

c. **Extended Reporting Period Option**

- (1) A **claim** first made and reported within forty-eight (48) months after the end of the **policy period** will be deemed to have been made on the last day of the **policy period**, provided that the **claim** is for damages, **clean-up costs** or **emergency response expense** arising from a **pollution incident** which commenced on or after the Retroactive Date, if applicable, and before the end of the **policy period** or the **claim** is for damages arising from a **professional incident** that occurred on or after the Retroactive Date and before the end of the **policy period** and is otherwise covered by this policy.
- (2) The Extended Reporting Period Endorsement will not reinstate or increase the Limits of Insurance or extend the **policy period**.

d. We will issue the Endorsement indicating the **Extended Reporting Period** Option has been accepted if the first Named Insured shown in the Declarations:

- (1) Makes a written request for it which we receive within thirty (30) days after the end of the **policy period**; and
- (2) Promptly pays the additional premium, which will not exceed 200% of the annual premium for the policy, when due.

The Extended Reporting Period Endorsement will not take effect unless the additional premium is paid when due. If that premium is paid when due, the Endorsement may not be cancelled. The additional premium will be fully earned when the Endorsement takes effect.

e. The Extended Reporting Period Endorsement will also amend **SECTION IV – CONDITIONS**, Condition **18. Other Insurance** so the insurance provided will be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the Endorsement takes effect.



### 13. Headings

The descriptions in the headings and sub-headings of this policy are inserted solely for convenience and do not constitute any part of the terms or conditions on this policy.

### 14. Independent Counsel

In the event the insured is entitled by law to select independent counsel to oversee our defense of a **claim** or **suit** at our expense, the attorney fees and all other litigation expenses we must pay to that counsel are limited to the rates we actually pay to counsel we retain in the ordinary course of business in the defense of similar **claims** or **suits** in the community where the **claim** or **suit** arose or is being defended.

Additionally, we may exercise the right to require that such counsel have certain minimum qualifications with respect to their competency including experience in defending **claims** or **suits** similar to the one pending against the insured and to require such counsel have errors and omissions insurance coverage. As respects any such counsel, the insured agrees that counsel will timely respond to our request for information regarding the **claims** or **suit**.

Furthermore, the insured may at any time, by the insured's written consent, freely and fully waive these rights to select independent counsel.

### 15. Inspections and Surveys

a. We have the right to:

- (1) Make inspections and surveys at any time;
- (2) Give you reports on the conditions we find; and
- (3) Recommend changes.

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

- (1) Are safe or healthful; or
- (2) Comply with laws, regulations, codes or standards.

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

### 16. Legal Action Against Us

No person or organization has a right under this policy:

- 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 policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable 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.

### 17. Multiple Coverage Sections

No damage, **claim** or **suit**, or part thereof, for which coverage is provided or has been held to apply under one COVERAGE PART of this policy, will be afforded coverage by any other COVERAGE PART of this policy. This condition does not apply to any **claim** for medical expenses under **COVERAGE PART II: MISCELLANEOUS COVERAGES - Coverage C: Medical Payments** caused by **bodily injury** which is covered under **COVERAGE PART I: Coverage A, B, C, D, E, F or G**.

### 18. Other Insurance

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

**a. Primary Insurance**

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below. However, regardless of whether **b.** below applies, in the event that a written contract or agreement or permit requires this insurance to be primary for any person or organization you agreed to insure and such person or organization is an insured under this policy, we will not seek contributions from any such other insurance issued to such person or organization.

**b. Excess Insurance**

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for **your work**;

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for **property damage** to premises rented to you or temporarily occupied by you with permission of the owner;

(iv) If the loss arises out of the maintenance or use of aircraft, **autos** or watercraft to the extent not subject to Exclusion a. of **COVERAGE PART I – Coverage A – General Bodily Injury And Property Damage Liability** or Exclusion a. of **COVERAGE PART IV – Professional Liability**; or

(v) That provides coverage for environmental or pollution liability to you or any person or organization qualifying as an insured under **SECTION II – WHO IS AN INSURED**, paragraphs **1., 4.a., or 4.g.**

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

(c) Any project specific primary insurance available to you covering liability for damages arising out of **your work**, for which you are an insured

(2) When this insurance is excess, we will 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 all those other insurers.

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

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

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

(c) The deductible and self-insured amounts under this insurance.

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

**c. Method of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts, excess of applicable deductible and self-insured amounts under all such insurance, 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.

**19. Premiums and Deductible**

The first Named Insured shown in the Declarations:

**a.** Is responsible for the payment of all premiums;

**b.** Will be the payee for any return premiums we pay; and

**c.** Is responsible for the payment of all deductibles.

## 20. 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.

## 21. Separation of Insureds

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

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

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

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. At our request, the insured will bring **suit** or transfer those rights to us and help us enforce them. However, if the insured has waived rights of recovery against any person or organization prior to a loss, we waive any right of recovery we may have under this policy against such person or organization.

## 23. Transfer of Your Rights and Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

## 24. When We Do Not Renew

If we decide not to renew, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than sixty (60) days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

## SECTION V – DEFINITIONS

### 1. Administration means:

- a. Providing information to **employees**, including their dependents and beneficiaries, with respect to eligibility for or the scope of **employee benefit programs**;
- b. Handling records in connection with the **employee benefit program**; or
- c. Effecting, continuing or terminating any **employee's** participation in any benefit included in the **employee benefit program**.

However, **administration** does not include handling payroll deductions.

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

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

### 3. Auto means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law where it is licensed or principally garaged.

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

4. **Bodily injury** means physical injury, sickness, disease, building-related illness, mental anguish, shock or emotional distress, sustained by any person, including death resulting therefrom. **Bodily injury** shall also include medical monitoring costs.
5. **Boundaries** means the area on, under or within the property lines bounding a **location** (including but not limited to any soil, groundwater body or surface water body on, under or within such bounded area).
6. **Claim** means a written demand, notice or assertion of a legal right alleging liability or responsibility on the part of the insured.
7. **Clean-up costs** means reasonable and necessary costs, charges and expenses, including associated **legal and claims expense payments** incurred with our prior written consent, incurred to investigate, remove, dispose of, treat, monitor or test soil, surface water, groundwater or other contaminated media but only:
  - a. To the extent required by **environmental laws** governing the liability or responsibilities of the insured to respond to a **pollution incident**;
  - b. In the absence of a. above, to the extent recommended in writing by an **environmental professional**;
  - c. To the extent incurred by the government or any political subdivision within Definition 9.a. of **coverage territory**; or
  - d. To the extent incurred by parties other than you.

**Clean-up costs** also includes **restoration costs**

**Clean-up costs** does not include costs, charges or expenses incurred by the insured for materials supplied or services performed by the insured unless such costs, charges or expenses are incurred with our prior written approval.
8. **Conveyance** means any **auto**, railcar, rolling stock, train, watercraft or aircraft. **Conveyance** does not include pipelines.
9. **Coverage territory** means:
  - a. The United States of America (including its territories and possessions), Puerto Rico, Canada and the Gulf of Mexico;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. immediately above;
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) The activities of a person whose home is in the territory described in Paragraph a. immediately above, but is away for a short time on your business; or
    - (2) **Personal and advertising injury** offenses that take place through the Internet or similar electronic means of communication;provided the insured's responsibility to pay damages is determined in a **suit** on the merits, in the territory described in Paragraph a. immediately above or in a settlement we agree to; or
  - d. All other parts of the world if the injury or damage arises out of **your product**, a **pollution incident** caused by **your work** at any **location** which was not at any time owned or occupied by any insured, a **pollution incident** during **transportation** or a **pollution incident** on, at, under or migrating from a **non-owned site**, however:
    - (1) We assume no responsibility for furnishing certificates or evidence of insurance or bonds; and
    - (2) We will not be liable for any fine or penalty imposed on you for failing to comply with insurance laws.
10. **Disinfection event** means an outbreak of communicable virus (other than the novel coronavirus (SARS-CoV-2) that causes coronavirus disease 2019 (COVID-2019)) or communicable bacteria at a **location** that requires reporting by the insured of such outbreak to the applicable local, state or federal governmental or public health agency or entity. **Disinfection event** does not include any **pollution incident**.
11. **Disinfection expenses** means reasonable fees and costs incurred by the insured to retain third party qualified vendors to disinfect the actual presence of bacteria or virus at a **location** after a **disinfection event**.
12. **Emergency response expense** means reasonable and necessary expenses incurred in response to an imminent and substantial threat to human health or the environment resulting from a **pollution incident**, and expenses to investigate, remove, dispose of, contain, treat or test soil, surface water, groundwater or other contaminated media resulting from a **pollution incident**.

**Emergency response expense** shall not include **Bodily injury** or **Property damage**.
13. **Employee** includes a **leased worker** and a **temporary worker**. As respects Employee Benefits Administration Liability, **employee** also means a person actively employed, formerly employed, on leave of absence or disabled, or retired.

- 14. Employee benefits program** means a program providing some or all of the following benefits to **employees**, whether provided through a plan authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars or otherwise:
- a. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an **employee** may subscribe to such benefits and such benefits are made generally available to those **employees** who satisfy the plan's eligibility requirements;
  - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an **employee** may subscribe to such benefits and such benefits are made generally available to all **employees** who are eligible under the plan for such benefits;
  - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and
  - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies
- 15. Environmental damage** means physical damage to land, **conveyances**, buildings or structures with foundations on land, the atmosphere, any watercourse or body of water including surface water or groundwater, giving rise to **clean-up costs** or **emergency response expense**. **Environmental damage** does not include **disinfection expenses**.
- 16. Environmental laws** means any federal, state, provincial, municipal or local laws, including, but not limited to, statutes, rules, ordinances, guidance documents, regulations and all amendments thereto, including state voluntary cleanup or risk based corrective action guidance, and governmental, judicial or administrative orders and directives, that are applicable to a **pollution incident**.
- 17. Environmental professional** means an individual approved and designated by us in writing who is duly certified or licensed in a recognized field of environmental science as required by a state board, a professional association, or both, who meet certain minimum qualifications and who maintain specified levels of errors and omissions insurance coverage acceptable to us. We shall consult with the insured in conjunction with the selection of the **environmental professional**.
- 18. Executive officer** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 19. Extended reporting period** means the claims reporting provision described in **SECTION IV – CONDITIONS**, Condition **12. Extended Reporting Period**.
- 20. Hostile fire** means one which becomes uncontrollable or breaks out from where it was intended to be.
- 21. Image restoration event** means a **pollution incident** which results in a newspaper or magazine publication or television news broadcast alleging responsibility on the part of you for such **pollution incident**.
- 22. Image restoration expenses** means reasonable public relations expenses incurred by you to restore public reputation and consumer confidence. **Image restoration expenses** shall include reasonable fees and expenses incurred by you for services rendered by public relations or crisis management firms as well as reasonable and necessary printing, mailing of materials and travel by your **executive officers**, directors, members, partners or **employees** at the direction of such firms. **Image restoration expenses** shall not include the costs to purchase advertising on television, in newspapers or in any other media.
- 23. Impaired property** means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:
- a. It incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by the repair, replacement, adjustment or removal of **your product** or **your work** or your fulfilling the terms of the contract or agreement.
- 24. Insured contract** means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises in excess of thirty (30) consecutive days that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an **insured contract**;
  - b. A sidetrack agreement;
  - c. Any easement or license agreement;
  - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

- e. An elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for **bodily injury, property damage or environmental damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement that indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (1) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

**25. Insured site** means a **location** listed on the Insured Site Schedule Endorsement, if any, attached to this policy.

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

**27. Legal and Claims Expense Payments** means:

- a. All expenses we incur that are directly allocated to a particular **claim** or **suit**.
- b. 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 \$500 a day because of time off from work.
- c. 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.
- d. 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.
- e. 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.
- f. Expenses incurred by the insured for first aid administered to others at the time of any accident, for **bodily injury** to which this insurance applies.

**28. Loading or unloading** means the handling of property:

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

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

**29. Location** means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**30. Misdelivery** means the delivery of any liquid product into a wrong receptacle or to a wrong address, or the erroneous delivery of one liquid product for another.

**31. 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 power cranes, shovels, loaders, diggers or drills or road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in **a.**, **b.**, **c.**, or **d.** immediately 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. immediately above maintained primarily for purposes other than the transportation of persons or cargo.

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

(1) Equipment designed primarily for snow removal, road maintenance (but not construction or resurfacing) or street cleaning;

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

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

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

**32. Mold matter** means mold, mildew or fungi, whether or not such **mold matter** is living.

**33. Natural resource damage** means damages, sought by a governmental or tribal natural resource damage trustee who is authorized to act in such capacity by a natural resource damage statute governing the assessment and restoration of natural resource damages, for the physical injury to or destruction of, as well as the assessment of such injury or destruction, including the resulting loss of value of land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. 1801 et seq.)), any State, Local or Provincial government, any foreign government, any Native American tribe, or, if such resources are subject to a trust restriction on alienation, any member of a Native American tribe. **Natural resource damage** does not include **environmental damage** or **emergency response expense**.

**34. Non-owned site:**

a. Means any **location** which:

(1) Was not at any time owned or occupied by any insured; and

(2) Which is not specifically scheduled as an **insured site**.

b. Does not include:

(1) Any **location** which is not licensed by the appropriate federal, state or local authority at the time such facility performs storage, disposal, processing or treatment of waste from your operations or **your work** in compliance with **environmental law**;

(2) Any **location** or any part thereof that has been subject to a consent order or corrective action under **environmental law** or is listed or proposed to be listed on the Federal National Priorities list (NPL) prior to waste from your operations or **your work** being legally consigned for delivery or delivered for storage, disposal, processing or treatment at such **location**;

(3) Any **location** of a purchaser or user of **your product**; or

(4) Any **location** that has been impacted by **pollutants** migrating from any **location** which was at any time owned or occupied by any insured, provided that this item (4) shall not apply to any **location** which was utilized by any insured to perform storage, disposal, processing or treatment of waste from your operations or **your work**.

**35. Nuclear material** means source material, special nuclear material or byproduct material which have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

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

**37. 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** directly to the public at large of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. (1) Oral or written **publication** directly to the public at large of material that violates a person's right of privacy;  
(2) Oral or written **publication** of material that violates a person's right of privacy by misappropriation of that person's name or likeness;
- f. The use of another's advertising idea in your **advertisement**;
- g. Infringing upon another's copyright, trade dress or slogan in your **advertisement**.

**38. Policy period** means the period of time stated in the Declarations. However, if the policy is cancelled in accordance with **SECTION IV – CONDITIONS, Condition 3. Cancellation**, the **policy period** ends on the effective date of such cancellation.

**39. Pollutants** means any solid, liquid, gaseous or thermal irritant, or contaminant, including smoke, soot, vapor, fumes, acids, alkalis, chemicals, hazardous substances, hazardous materials, or waste materials (including medical, infectious and pathological wastes). **Pollutants** shall also mean **mold matter**, legionella pneumophila and electromagnetic fields. With the exception of legionella pneumophila, **pollutants** shall not include bacteria or viruses.

**40. Pollution incident** means:

- a. The discharge, dispersal, release or escape of **pollutants** on, into or upon land, **conveyances**, buildings or structures with foundations on land, the atmosphere, any body of water including surface water or groundwater;
- b. The discharge, dispersal, release, or escape of silt or sedimentation that originated at and migrated from a **location** where you are performing **your work**; or
- c. The presence of **mold matter**.

**Pollution incident** includes the illicit abandonment of **pollutants** at any **location** which is owned or occupied by you provided that such abandonment was committed by parties other than an insured and without the knowledge of a **responsible executive**.

**41. Pre-claim event** means a **pollution incident** arising out of **your work** that would reasonably be expected to give rise to a **claim** covered by this policy.

**42. Pre-claim event expense** means:

- a. Reasonable and necessary fees charged by an **environmental professional** or attorney mutually agreed upon by the first named insured shown in the Declarations and us, for environmental consulting, investigative, testing or legal services, solely to the extent such fees are incurred as a result of a **pre-claim event**;
- b. Costs, charges and expenses incurred by us in the investigation or adjustment of a **pre-claim event**; and
- c. All reasonable and necessary expenses incurred by you at our request to assist us in the investigation of a **pre-claim event**, including your employees' lost salaries or wages, up to \$500 a day.

Except as expressly set forth in this Definition, **pre-claim event expenses** shall not include costs, charges or other expenses incurred: prior to our agreement upon the selection of an **environmental professional** or attorney; or by you for goods supplied by or on behalf of your staff or salaried employees, or by your parent, subsidiary or affiliate, unless such costs, charges or other expenses are incurred with our prior written consent, which consent shall not be unreasonably withheld.

**43. Products - completed operations hazard:**

- a. Includes all **bodily injury, property damage** or **environmental damage** occurring away from a **location** you own or occupy and arising out of **your product** or **your work** except:
  - i. Products that are still in your physical possession; or
  - ii. Work that has not yet been completed or abandoned. However, **your work** will be deemed completed at the earliest of the following times:
    - (a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

b. Does not include **bodily injury, property damage or environmental damage** arising out of the transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the **loading or unloading** of that vehicle by any insured or the existence of tools, uninstalled equipment or abandoned or unused materials.

**44. Product tampering** is an act of intentional alteration of your product which has caused or is reasonably expected to cause **bodily injury, property damage or environmental damage**. When **product tampering** is known, suspected or threatened, a **product withdrawal** will be limited to those batches of **your product** which are known or suspected to have been tampered with.

**45. Product withdrawal** means the recall or withdrawal:

- a. From the market; or
- b. From use by any other person or organization;

of **your products**, or products which contain **your products**, because of known or suspected defects in **your product**, or known or suspected **product tampering**, which has caused or is reasonably expected to cause **bodily injury, property damage or environmental damage**.

**46. Product withdrawal expenses** means those reasonable and necessary extra expenses, listed below, paid and directly related to a **product withdrawal**:

- a. Costs of notification;
- b. Costs of stationery, envelopes, production of announcements and postage or facsimiles;
- c. Costs of overtime paid to your regular non-salaried employees and costs incurred by your **employees**, including costs of transportation and accommodations;
- d. Costs of hiring independent contractors and other temporary employees;
- e. Costs of transportation, shipping or packaging;
- f. Costs of warehouse or storage space; or
- g. Costs of proper disposal of **your products**, or products that contain **your products** that can not be reused, not exceeding your purchase price or your cost to produce the products.

**47. Professional incident** means any act, error or omission in the providing or failure to provide **professional services** by or on behalf of the insured.

**48. Professional services** means those services performed for a fee by you or those acting on your behalf, including but not limited to, architect, engineer, consultant, inspector, technician and surveyor that you or those acting on your behalf are qualified to perform for others and are consistent with your corporate statements of professional qualifications.

**49. Property damage** means:

- a. Physical injury to or destruction of tangible property, including all resulting loss of use and diminished value of that property. All such loss of use and diminished value shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured or destroyed. All such loss of use shall be deemed to occur at the time of the **occurrence or pollution incident** that caused it; or
- c. **Natural resource damage.**

**Property damage** does not include **environmental damage or emergency response expense**

For the purpose of this insurance, electronic data is not tangible property. As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CDROMS, tapes drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- 50. Publication** means an insured's act of disseminating or broadcasting material or information. Publication does not include the wrongful appropriation, interception or retrieval of material or information by a third party or the insured's dissemination or broadcasting of material or information to a person who is the subject of the material or the information.
- 51. Responsible executive** means any officer, director, risk manager, partner, your manager of an **insured site**, your manager or supervisor responsible for environmental affairs, health and safety affairs, control or compliance or any other **employee** authorized by you to give or receive notice of an **occurrence** or **claim**.
- 52. Restoration costs** means reasonable and necessary costs incurred by the insured with our prior written consent, to repair, restore or replace that particular part of real or personal property that is damaged solely by work performed in the course of incurring covered **clean-up costs** in response to a **pollution incident** to which this policy applies. No coverage for **Restoration costs** shall apply to any real or personal property which required removal, replacement or repair prior to being damaged during such work. **Restoration costs** shall not exceed the lesser of actual cash value of the particular part of the real or personal property which was damaged or the cost of repairing, restoring or replacing the damaged property with other property of like kind and quality. An adjustment for depreciation and the physical condition of such property immediately prior to being damaged during such work, including any damage which existed prior to the time at which such property was damaged by such work, shall be made by the company, in its reason judgment, in determining actual cash value. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment, except to the extent:
- Such betterments of the damaged property entail the reasonable use of green building materials which are environmentally preferable and of similar quality to those materials which comprised the damaged property.
  - Such green building materials must be certified as such by an applicable national or international independent non-governmental certifying body, where such certification is available, or, in the absence of such certification, based on our judgment in our sole discretion.
- 53. Suit** means a civil proceeding in which damages to which this insurance applies are alleged. **Suit** includes an arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent or any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 54. Temporary worker** means a person who is furnished to you to substitute for a permanent worker on leave or to meet seasonal or short-term workload conditions.
- 55. Time-Element pollution incident** means a **pollution incident** demonstrable as having commenced at an identified time and place during the **policy period** provided:
- Such **pollution incident** does not originate or arise from, or relate to an **underground storage tank**; and
  - Such **pollution incident** is not (i) heat, smoke or fumes from a **hostile fire** or (ii) solely with respect to **bodily injury**, 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.
- 56. Transportation** means the movement, which occurs beyond the **boundaries** of any **location** which is owned or occupied by you, of goods, product, merchandise, supplies or waste in a **conveyance** by the insured or a third party carrier on behalf of the insured from the time of movement from the point of origin until delivery to the final destination. **Transportation** includes the movement, which occurs beyond the **boundaries** of any **location** which is owned or occupied by you, of goods, products, merchandise, supplies or waste into, onto or from a **conveyance**.
- 57. Underground storage tank** means any tank, including any piping and appurtenances connected to the tank, located on, at or under an owned or occupied **location** or an **insured site** that has at least ten percent (10%) of its combined volume underground. **Underground storage tank** does not include:
- Septic tanks, sump pumps, or oil/water separators;
  - A tank that is enclosed within a basement or cellar, if the tank is upon or above the surface of the floor; or
  - Storm-water or wastewater collection systems.
- 58. 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.
- 59. Waste** means all waste and includes materials to be recycled, reconditioned or reclaimed.

**60. Your product:**

**a. Means:**

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

**b. Includes:**

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

**61. Your work:**

**a. Means:**

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

**b. Includes:**

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

IN WITNESS WHEREOF, the Insurer has caused this Policy to be executed and attested, but this Policy will not be valid unless countersigned by a duly authorized representative of the Insurer, to the extent required by applicable law.

Ironshore Specialty Insurance Company by:



Secretary



President

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

## **COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

This endorsement modifies the Business Auto Coverage Form.

#### **1. EXTENDED CANCELLATION CONDITION**

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

#### **2. BROAD FORM INSURED**

##### **A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds**

The Named Insured shown in the Declarations is amended to include:

- 1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- 2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is an "insured" under any other automobile policy;
  - (b) That has exhausted its Limit of Insurance under any other policy; or
  - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### **B. Employees as Insureds**

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

#### **C. Lessors as Insureds**

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor; and
  - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
    - 1. You;
    - 2. Any of your "employees" or agents; or
    - 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

#### **D. Persons And Organizations As Insureds Under A Written Insured Contract**

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
  - (a) You executed the "insured contract" or written agreement; or
  - (b) The permit has been issued to you.

**3. FELLOW EMPLOYEE COVERAGE**

EXCLUSION B.5. - FELLOW EMPLOYEE – of SECTION II – LIABILITY COVERAGE does not apply.

**4. PHYSICAL DAMAGE – ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. – TRANSPORTATION EXPENSES – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

**5. AUTO LOAN/LEASE GAP COVERAGE**

Paragraph A. 4. – COVERAGE EXTENSIONS - of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

**c. Unpaid Loan or Lease Amounts**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
  - a. Overdue loan/lease payments at the time of the "loss";
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - c. Security deposits not returned by the lessor;
  - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

**6. RENTAL AGENCY EXPENSE**

Paragraph A. 4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

**d. Rental Expense**

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

**MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:**

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

**7. EXTRA EXPENSE – BROADENED COVERAGE**

Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

**e. Recovery Expense**

We will pay for the expense of returning a stolen covered "auto" to you.

**8. AIRBAG COVERAGE**

Paragraph B.3.a. - EXCLUSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

**9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

Paragraph C.1.b. – LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

- b. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
  - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
  - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
  - (3) An integral part of such equipment.

**10. GLASS REPAIR – WAIVER OF DEDUCTIBLE**



Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**11. TWO OR MORE DEDUCTIBLES**

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same “accident”, the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of “accident”, claim, “suit” or “loss”, you must promptly notify us when the “accident” is known to:
  - (1) You or your authorized representative, if you are an individual;
  - (2) A partner, or any authorized representative, if you are a partnership;
  - (3) A member, if you are a limited liability company; or
  - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an “accident”, claim, “suit” or “loss” by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the “accident” or “loss” occurred;
- (2) The “insured’s” name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

**13. WAIVER OF SUBROGATION**

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for “loss” to which this insurance applies, provided the “insured” has waived

their rights of recovery against such person or organization under a contract or agreement that is entered into before such “loss”.

To the extent that the “insured’s” rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after “accident” or “loss” to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

**14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

**15. AUTOS RENTED BY EMPLOYEES**

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any “auto” hired or rented by your “employee” on your behalf and at your direction will be considered an “auto” you hire. If an “employee’s” personal insurance also applies on an excess basis to a covered “auto” hired or rented by your “employee” on your behalf and at your direction, this insurance will be primary to the “employee’s” personal insurance.

**16. HIRED AUTO – COVERAGE TERRITORY**

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (5) A covered “auto” of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

**17. RESULTANT MENTAL ANGUISH COVERAGE**

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the “bodily injury” sustained by that person.



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

## **PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** CITADEL ENVIRONMENTAL SERVICES INC. **Endorsement**

**Effective Date:** 03/01/2025

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO A CONTRACT OR AGREEMENT BETWEEN YOU AND SUCH PERSON OR ORGANIZATION, TO PROVIDE PRIMARY AND NON-CONTRIBUTORY INSURANCE.

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

The following is added to Item 5. – “**Other Insurance**” of Item B. – “**General Conditions**” under Section IV – “**Business Auto Conditions**”:

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an “insured” of a covered “auto” for which an “insured” is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.

### Workers' Compensation and Employers' Liability Policy

Named Insured CITADEL ENVIRONMENTAL SERVICES INC.	Endorsement Number
	Policy Number Symbol:      Number: (22) 7174-98-91
Policy Period 03/01/2025 <b>TO</b> 03/01/2026	
Issued By (Name of Insurance Company) Federal Insurance Company	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

### CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

#### Schedule

1. ☐ Specific Waiver

Name of person or organization

Blanket Waiver - Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

All California Operations

3. Premium:

The premium charge for this endorsement shall be   1%   percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium:



Authorized Representative



## IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

**Insured Name:** Citadel Environmental Services, inc. dba Citadel EHS

**Policy Number:** XSCUW0032449000

### ENVIRONMENTAL CASUALTY EXCESS LIABILITY COVERAGE FORM

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

Throughout this Policy the word "Named Insured" refers to the Named Insured shown in the Declarations, and any other person or organization qualifying as such under the **Controlling Underlying Insurance**. The word "Company" refers to the company providing this insurance. The word "Insured" means any person or organization qualifying as such under the **Controlling Underlying Insurance**.

Defined terms, other than headings, appear in bold face type. Refer to **SECTION V – DEFINITIONS**. The headings do not constitute terms or conditions of this Policy and are included solely for convenience. The headings shall not in any manner modify or otherwise affect any of the provisions of this Policy.

#### I. INSURING AGREEMENT

- A. The Company will provide the Insured with Excess Liability coverage for damages and defense expenses and costs in accordance with the same terms, conditions, exclusions, limitations and warranties as are contained, as of the inception of this **Policy Period**, in the **Controlling Underlying Insurance**.

However, coverage under this Policy is subject to the premium, limits of liability, retention, **Policy Period**, warranties, exclusions, limitations and any other terms and conditions of this Policy including any endorsements attached hereto, inconsistent with or supplementary to such **Controlling Underlying Insurance**.

Notwithstanding anything to the contrary contained within **SECTION IV – CONDITIONS, K. REQUIRED NOTICE TO THE COMPANY**, if the **Controlling Underlying Insurance** contains any obligation for the Insured to provide notice of occurrence, incident, circumstance or claim within a prescribed period of such **Controlling Underlying Insurance**, the Insured shall, as a condition precedent to the obligations of the Company under this Policy, give written notice to the Company within such prescribed period.

- B. In no event shall this Policy follow the terms, conditions, exclusions or limitations in the **Controlling Underlying Insurance** or provide coverage under this Policy with respect to or as a result of any of the following in the **Controlling Underlying Insurance**:

1. **CANCELLATION, NON-RENEWAL OR CHANGE IN POLICY PERIOD PROVISIONS**
2. **KIDNAP, RANSOM OR EXTORTION COVERAGE**
3. **LIBERALIZATION CLAUSE**

Any clause stipulating automatic expansion of coverage with or without an additional premium because of, but not limited to, legislative acts, acts of insurance regulatory authorities or an insurer's policy revision.

#### 4. MEDICAL PAYMENTS

Any medical payment coverage in which payments are not predicated on fault.

#### 5. NO FAULT COVERAGE

Any automobile no-fault coverage, personal injury protection or uninsured or underinsured motorists coverage.

#### 6. SUBLIMIT OF INSURANCE

Any **Sublimit of Insurance** unless coverage excess of such **Sublimit of Insurance** is specifically endorsed to this Policy.

### II. LIMITS OF LIABILITY

- A. The Aggregate Limit of insurance stated in the Declarations is the most the Company will pay for all damages covered under this Policy, except automobile liability if it is not subject to an aggregate limit of liability in the **Controlling Underlying Insurance**.
- B. Subject to Paragraph A. immediately above, the Each Event Limit of insurance stated in the Declarations is the most the Company will pay for all damages arising out of any one **Event**.
- C. Defense expenses and costs to which this Policy applies shall not reduce the limits of insurance stated in the Declarations, except to the extent such defense expenses and costs reduce the limits of insurance of the **Controlling Underlying Insurance**.

### III. LIMITS OF UNDERLYING INSURANCE

- A. The Limits of Insurance stated in the Declarations apply in excess of:
  - 1. The total limits of liability of **Underlying Insurance** applicable to any one **Event** as stated in the Each Event Limit in the Declarations.
  - 2. The total Aggregate Limits of insurance of **Underlying Insurance** as stated in the Aggregate Limit in the Declarations.
  - 3. The self-insured retention, retained limit, or deductible (whether added to or deducted from the limits of insurance) of the **Controlling Underlying Insurance**, if any, where the Aggregate Limit determined in Paragraph 2. immediately above, has been paid by the Insured.
- B. This Policy will not apply in excess of any reduced or exhausted limits of insurance of the **Underlying Insurance** to the extent that such reduction or exhaustion is caused by:
  - 1. Payment of amounts that are not covered under this Policy; or
  - 2. Uncollectibility in whole or in part of the limits of insurance of **Underlying Insurance**
- C. This Policy shall apply only after all **Underlying Insurance** has been exhausted by payment by the **Underlying Insurer(s)** of the total limits of liability of **Underlying Insurance** as shown in the Schedule of Underlying Insurance attached to this Policy.

### IV. CONDITIONS

#### A. ASSISTANCE AND COOPERATION

1. The Company shall have the right but not the duty to assume charge of the defense or settlement of any claim or suit against the Insured to which this Policy may apply upon exhaustion of the applicable limits of insurance of the **Underlying Insurance**. If the Company has exercised such right, the Company may withdraw from the defense and tender the defense to the Insured upon exhaustion of the applicable limits of insurance under this Policy. If the Company does not exercise the right to assume charge of such defense or settlement, or if the applicable limits of the **Underlying Insurance** are not exhausted, the Company shall have the right and shall be given the opportunity to associate effectively with the Insured or the **Underlying Insurer** or both, in the defense and control of any claim or suit likely to involve this Policy. In such events, the Insured, the **Underlying Insurer** and the Company shall cooperate in the defense of such claim or suit.
2. The Insured shall not, except at its own expense, settle any claim or suit or incur any defense expenses and costs for an amount to which this Policy applies without the Company's prior written consent.

#### B. CANCELLATION AND NONRENEWAL

1. This Policy may be cancelled by the first Named Insured listed in **Item 1.** of the Declarations of this Policy by mailing or delivering to the Company advance written notice of cancellation. This Policy may be cancelled by or on behalf of the Company by delivering to the first Named Insured or by mailing to the first Named Insured, by registered, certified, or other first-class mail, at the first Named Insured's address set forth in **Item 1.** of the Declarations, written notice stating when thereafter, not less than ten (10) days in the event any premium is not paid when due, and not less than sixty (60) days in all other cases, cancellation shall be effective. If notice is mailed, proof of mailing will be sufficient proof of notice. It is agreed that the first Named Insured shall act on behalf of all Insureds with respect to giving and receiving notice of cancellation. The **Policy Period** terminates at the date and hour specified in such notice, but in case of notice of cancellation by the first Named Insured, in no event prior to the date such notice is received by the Company.
2. If this Policy shall be cancelled by the first Named Insured, the Company shall return ninety percent (90%) of the unearned portion of the premium calculated on a pro rata basis unless there is a Minimum Earned Premium set forth in **Item 6.** of the Declarations, in which case, the Company will retain the Minimum Earned Premium and return the difference, if any, between the Minimum Earned Premium and the unearned portion of the premium calculated on a pro rata basis.
3. If this Policy is cancelled by the Company, the Company shall return to the first Named Insured the unearned portion of the premium calculated on a pro rata basis.
4. Payment or tender of any unearned premium by the Company shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.
5. If the Company decides not to renew, the Company will mail or deliver to the first Named Insured written notice of the nonrenewal not less than sixty (60) days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

#### C. CHANGES IN FOLLOWED POLICIES

If during the **Policy Period**, the terms, conditions, exclusions or limitations of the **Controlling Underlying Insurance** are changed in any manner from those in effect on the inception date of this Policy, the Named Insured shall as a condition precedent to its rights under this Policy give the Company, as soon as practicable, written notice of the full particulars thereof. This Policy shall become subject to any such changes upon the effective date of the changes in the **Controlling Underlying Insurance**, but only upon the condition that the Company agrees to follow such changes in writing and the first Named Insured agrees to any additional premium or amendment of the provisions of this Policy required by the Company relating to such changes. Further, such change in coverage is conditioned upon payment when due of any such additional premium required by the Company relating to such changes.

#### D. CHOICE OF FORUM

In the event that the Insured and the Company have any dispute concerning or relating to this Policy, including its formation, coverage provided hereunder, or the meaning, interpretation or operation of any term, condition, definition or provision of this Policy resulting in litigation, arbitration or other form of dispute resolution, the Insured agrees with the Company that any such litigation shall take place in the appropriate federal or state court located in New York, New York and any arbitration or other form of dispute resolution shall take place in New York, New York.

#### **E. CHOICE OF LAW**

In the event that the Insured and the Company have any dispute concerning or relating to this Policy including its formation, coverage provided hereunder, or the meaning, interpretation or operation of any term, condition, definition or provision of this Policy resulting in litigation, arbitration or other form of dispute resolution, the Insured agrees with the Company that the internal laws of the State of New York shall apply without giving effect to any conflicts or choice of law principles. The terms and conditions of this Policy shall not be deemed to constitute a contract of adhesion and shall not be construed in favor of or against any party hereto by reason of authorship or otherwise.

#### **F. ECONOMIC AND TRADE SANCTIONS**

In accordance with the laws and regulations of the United States concerning economic and trade sanctions administered and enforced by The Office Of Foreign Assets Control (OFAC), this Policy is void ab initio solely with respect to any term or condition of this Policy that violates any laws or regulations of the United States concerning economic and trade sanctions.

#### **G. EXTENDED REPORTING PERIOD**

1. In the event that **(i)** this Policy is cancelled (other than for non-payment of premium or non-compliance with the Policy terms and conditions) or non-renewed, and **(ii)** the first Named Insured is entitled to and exercises its right to elect an extended reporting period under the **Controlling Underlying Insurance** and all **Underlying Insurance**, the first Named Insured shall have the option of purchasing an extended reporting period applicable to this Policy for an additional premium.
2. For the extended reporting period to apply, the first Named Insured must exercise its right to purchase the extended reporting period by providing the Company with written notification of such election prior to the end of the **Policy Period**. The extended reporting period then becomes operative upon payment of an additional premium not to exceed 200% of the premium for this Policy.
3. The extended reporting period starts with the end of the **Policy Period** and ends forty-eight (48) months after the end of the **Policy Period**; provided, however, in no event shall the extended reporting period under this Policy be longer than the shortest extended reporting period under the **Controlling Underlying Insurance** or any **Underlying Insurance**.

#### **H. MAINTENANCE OF UNDERLYING INSURANCE**

While this Policy is in effect, the Named Insured agrees to maintain the **Underlying Insurance** in full force. The Named Insured's failure, or the failure of others, to comply with this condition will not invalidate this Policy; but in the event of such failure, the Company will only be liable to the same extent as if there had been compliance.

#### **I. OTHER INSURANCE**

If other valid and collectible insurance is available to the Insured, the Company's obligations are limited as follows:

1. The Company will provide the Insured with Excess Liability coverage in accordance with the same other insurance condition(s) contained, as of the inception of this **Policy Period**, in the **Controlling Underlying Insurance**, and to the extent applicable, any **Underlying Insurance** with limits in excess of the **Controlling Underlying Insurance** but underlying to this Policy (the “intervening policy”). In no event shall this insurance contribute with the **Controlling Underlying Insurance**, or to the extent applicable, any **Underlying Insurance**. However, this Paragraph shall not apply with respect to any insurance specifically purchased to be excess of this Policy and in which this Policy is scheduled in writing as “Underlying Insurance” and whose terms and conditions are also governed by the **Controlling Underlying Insurance**.
2. Notwithstanding Paragraph 1. immediately above, this insurance is excess of any valid and collectible insurance, whether such insurance is primary, excess, contingent, self-insured retention or on any other basis, and shall not permit contribution by shares or limits (provided in no event shall this Paragraph be interpreted in any way to expand the coverage under this Policy with regards to the warranties, terms, conditions, exclusions or limitations of the **Controlling Underlying Insurance** or intervening **Underlying Insurance**). However, this Paragraph shall not apply with respect to any insurance specifically purchased to be excess of this Policy and in which this Policy is scheduled in writing as “Underlying Insurance” and whose terms and conditions are also governed by the **Controlling Underlying Insurance**.
3. To the extent this insurance is excess of other insurance, the Insured shall make all reasonable efforts to obtain recovery from such other insurance and shall not take any actions subsequent to any **Event** which limit the applicability or availability of such other insurance.
4. To the extent Paragraphs 2. or 3. immediately above are deemed invalid or unenforceable, the Company will provide the Insured with Excess Liability coverage in accordance with the same other insurance condition(s) contained, as of the inception of this **Policy Period**, in the **Controlling Underlying Insurance**, and to the extent applicable, any **Underlying Insurance** with limits in excess of the **Controlling Underlying Insurance** but underlying to this Policy (the “intervening policy”). In no event shall this insurance contribute with the **Controlling Underlying Insurance**, or to the extent applicable, any **Underlying Insurance**.

#### J. PAYMENT OF PREMIUM

The first Named Insured shall be responsible for and act on behalf of all Insureds with respect to the payment of any premiums due under this Policy.

#### K. REQUIRED NOTICE TO THE COMPANY

##### 1. NOTICE OF EVENT

- a) The Named Insured shall, as a condition precedent to the Company’s obligations under this Policy, give written notice as soon as practicable to the Company of any **Event** reasonably likely to involve this Policy.
- b) Without limiting the requirements of Paragraph a) immediately above, the Named Insured shall separately, and as soon as practicable, give written notice to the Company when a payment is made or reserve established for any **Event** which has brought the total of all payments and reserves to a level of twenty-five percent (25%) or more of the limits of insurance of the **Underlying Insurance**.
- c) The Named Insured shall, as a condition precedent to the Company’s obligations under this Policy, give written notice to the Company during the **Policy Period** or extended reporting period, where applicable, of this Policy of any **Event** for which notice has been given to an **Underlying Insurer** during such period.

##### 2. NOTICE REGARDING UNDERLYING INSURANCE

The Named Insured shall, as a condition precedent to the Company’s obligations under this Policy, give written notice to the Company as soon as practicable but no later than thirty (30) days after the Named Insured has become aware of the following circumstances:



- a) Any **Underlying Insurance** being cancelled or non-renewed or otherwise ceasing to be in effect or being uncollectible in part or in whole; or
- b) Any **Underlying Insurer** being subject to a receivership, liquidation, dissolution, rehabilitation or any similar proceeding or being taken over by any regulatory authority.

Notice to an **Underlying Insurer** shall not constitute notice to the Company.

#### L. RESTRICTIVE AS UNDERLYING INSURANCE

Notwithstanding any provision to the contrary in this Policy, if any **Underlying Insurance** with limits in excess of the **Controlling Underlying Insurance** but underlying to this Policy (the "intervening policy") contains warranties, terms, conditions, exclusions or limitations more restrictive than the **Controlling Underlying Insurance**, whether on the effective date of this Policy or at any time during the **Policy Period**, then this Policy shall be deemed to follow those more restrictive warranties, terms, conditions, exclusions or limitations of the intervening policy.

#### M. SERVICE OF SUIT

Subject to **SECTION IV – CONDITIONS, D. CHOICE OF FORUM**, it is agreed that in the event of failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon the Company and that in any suit instituted against the Company upon this contract, the Company will abide by the final decision of such court or of any appellate court in the event of any appeal.

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

#### N. UNIMPAIRED UNDERLYING LIMITS

The Named Insured warrants that the aggregate limits of the **Underlying Insurance**, as shown in the Schedule of Underlying Insurance attached to this Policy, shall be unimpaired as of the effective date of this Policy. In the event such underlying aggregate limits are impaired as of the effective date of this Policy, this Policy shall apply as if such aggregate limits were unimpaired. In the event of non-concurrent policy periods between this Policy and **Underlying Insurance**, only that which must take place during the **Policy Period** in order for coverage to apply shall be considered in determining the extent of any erosion or exhaustion of the underlying aggregate limits, and the Insured shall retain liability for any resulting gap in coverage.

#### V. DEFINITIONS

- A. **Controlling Underlying Insurance** means the policy listed as such in the Declarations.
- B. **Event** means occurrence, incident, claim, loss, offense, accident, person or organization, employee or any other term used in the **Controlling Underlying Insurance** for the application of limits of insurance, including self-insured retentions, retained limits and deductibles (whether added to or deducted from limits of insurance).
- C. **Policy Period** means the period stated in the Declarations; however, if the Policy is cancelled, the **Policy Period** ends on the effective date of such cancellation.

**D. Sublimit of Insurance** means:

1. Any sublimit; or
2. Any per **Event** or aggregate limit which is less than the largest per **Event** or aggregate limit, provided by any **Underlying Insurance**.

**E. Underlying Insurance** means the **Controlling Underlying Insurance** and those policies that are listed in the Schedule of Underlying Insurance attached to this Policy, and any other applicable Underlying Insurance including any self-insured retentions, retained limits and deductibles (whether added to or deducted from the limits of insurance) under the foregoing.

**F. Underlying Insurer** means any insurer who has issued any of the policies listed in the Declarations or Schedule of Underlying Insurance attached to this Policy.

IN WITNESS WHEREOF, the Insurer has caused this Policy to be executed and attested, but this Policy will not be valid unless countersigned by a duly authorized representative of the Insurer, to the extent required by applicable law.

Ironshore Specialty Insurance Company by:



President



Secretary



**IRONSHORE SPECIALTY INSURANCE COMPANY**

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

**Endorsement # 42**

**Policy Number:** IEP UW0032448900

**Effective Date of Endorsement:** March 01, 2025

**Insured Name:** Citadel Environmental Services, inc. dba Citadel EHS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION – DESIGNATED ENTITY**

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL PROTECTION INSURANCE COVERAGE PACKAGE (EPIC PAC)

In consideration of the premium paid, the policy to which this Endorsement is attached is amended as follows:

**SCHEDULE**

Name of Designated Person(s) or Organization(s)
As per list on file with broker.

**SECTION IV – CONDITIONS, Paragraph 3. Cancellation** is amended to include the following:

If this policy is cancelled by us for any reason other than nonpayment of premium or at the request of the first Named Insured, we will mail or deliver written notice of cancellation at least 30 days before the effective date of the cancellation to the designated person(s) or organization(s) shown in the schedule above.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.