



ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED Smith Fire Systems, Inc. 1106 54th Avenue East Tacoma WA 98424	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE	(Empty)	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Non-Contributory coverage applies per the attached Endorsement #CG2001 0413. Per project aggregate applies per the attached Endorsement #NPC711 0811. Umbrella/Excess Liability follows form.

SCHEDULE OF FORMS AND ENDORSEMENTS

The following are the forms attached to and forming a part of the policy at inception:

23-GS-856077A 01 23	Cover Letter Front Page 2023
NIC GL PJ 01 07	Policy Jacket and Common Policy Conditions with Validation Signatures
NPC-901 03 09	Common Policy Declarations - Navigators Specialty Insurance Company
NPC-903 08 07	Schedule of Forms and Endorsements
NPC-400 05 06	Schedule of Named Insured(s)
IL 00 21 05 04	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
NPC-909 11 08	Service of Suit
NAV-PHN-200 04 17	Claim Reporting Procedures
NPC 904 01 15	Disclosure Notice Terrorism Risk Insurance Program Reauthorization Act of 2015 Rejection
CG 21 73 01 15	Exclusion of Certified Acts of Terrorism
NAV-ML-002 11 12	OFAC ENDORSEMENT
NPC-905 03 09	Commercial General Liability Coverage Part Declarations
NPC-611 11 08	Cross Suits Exclusion
NPC-605 11 08	Asbestos Exclusion
CG 00 01 04 13	Commercial General Liability Coverage Form
NPC-642 11 08	Intellectual Property Amendment
NPC-711 08 11	General Aggregate Limit per Project with an Overall General Aggregate Cap
NPC-624 11 08	Lead Exclusion
NPC-713 11 08	Definition of Employee Amendment
NPC-827 04 13	Exclusion - Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program
CG 21 55 09 99	Total Pollution Exclusion With A Hostile Fire Exception
CG 21 47 12 07	Employment-Related Practices Exclusion
CG 21 86 12 04	Exclusion - Exterior Insulation & Finish Systems
CG 21 96 03 05	Silica or Silica Related Dust Exclusion
CG 21 67 12 04	Fungi Or Bacteria (Mold) Exclusion
CG 20 10 10 01	Additional Insured - Owners, Lessees Or Contractors - Scheduled Person or Organization
CG 20 10 10 01	Additional Insured - Owners, Lessees Or Contractors - Scheduled Person or Organization
CG 20 10 10 01	Additional Insured - Owners, Lessees Or Contractors - Scheduled Person or Organization
CG 20 10 10 01	Additional Insured - Owners, Lessees Or Contractors - Scheduled Person or Organization
CG 20 10 10 01	Additional Insured - Owners, Lessees Or Contractors - Scheduled Person or Organization

CG 20 37 04 13	Additional Insured - Owners, Lessees Or Contractors - Completed Operations
CG 20 37 04 13	Additional Insured - Owners, Lessees Or Contractors - Completed Operations
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CG 20 37 04 13	Additional Insured - Owners, Lessees Or Contractors - Completed Operations
CG 20 37 04 13	Additional Insured - Owners, Lessees Or Contractors - Completed Operations
CG 21 34 01 87	Exclusion - Designated Work
CG 24 04 05 09	Waiver of Transfer of Rights of Recovery Against Others to Us
CG 21 53 01 96	Exclusion - Designated Ongoing Operations
NPC-806 01 13	Non-Pyramiding of Limits Endorsement
NPC-670 06 09	Continuous or Progressive Injury and Damage Exclusion
NPC-635 05 14	Punitive And Exemplary Damages, Fines, Penalties And Multiplication Of Damages Exclusion
NPC-706 04 14	Subcontractors Independent Contractors Conditional Coverage - Deductible Applies if Conditions Not Met
CG 21 32 05 09	Communicable Disease Exclusion
CG 22 43 07 98	Exclusion - Engineers, Architects Or Surveyors Professional Liability
NPC-847 05 15	Hazardous Materials Exclusion
CG 22 80 07 98	Limited Exclusion - Contractors-Professional Liability
CG 04 42 11 03	Stop Gap - Employers Liability Coverage Endorsement - Washington
CG 24 17 10 01	Contractual Liability - Railroads
CG 24 04 05 09	Waiver of Transfer of Rights of Recovery Against Others to Us
CG 24 04 05 09	Waiver of Transfer of Rights of Recovery Against Others to Us
CG 24 04 05 09	Waiver of Transfer of Rights of Recovery Against Others to Us
CG 24 04 05 09	Waiver of Transfer of Rights of Recovery Against Others to Us
CG 24 04 05 09	Waiver of Transfer of Rights of Recovery Against Others to Us
CG 24 04 05 09	Waiver of Transfer of Rights of Recovery Against Others to Us
CG 24 04 05 09	Waiver of Transfer of Rights of Recovery Against Others to Us
CG 24 04 05 09	Waiver of Transfer of Rights of Recovery Against Others to Us
MANUSCRIPT	EXCLUSION - CONDOMINIUMS, TOWNHOUSES, TIMESHARES, AND TRACTS
CG 24 04 05 09	Waiver of Transfer of Rights of Recovery Against Others to Us
CG 24 04 05 09	Waiver of Transfer of Rights of Recovery Against Others to Us
CG 24 04 05 09	Waiver of Transfer of Rights of Recovery Against Others to Us
NPC-807 11 08	Notice of Cancellation to Others
NPC-807 11 08	Notice of Cancellation to Others
CG 24 17 10 01	Contractual Liability - Railroads
NPC-807 11 08	Notice of Cancellation to Others
NPC-834 12 14	Exclusion - Cyber Injury
CG 04 37 05 14	Electronic Data Liability
Form G-3418-0-NAVG 09 19	Producer Compensation Notice
23-GS-856077B 01 23	Cover Letter Back Page 2023

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Commercial Excess Liability

VARIOUS PROVISIONS OF THIS POLICY RESTRICT COVERAGE. READ THE ENTIRE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.

Throughout the policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us," and "our" refer to the company providing this insurance. The word "insured" means any other person or organization qualifying as such in SECTION II – WHO IS AN INSURED.

Other words and phrases that appear in quotation marks in this policy have the meanings given them in SECTION V – DEFINITIONS. Unless contradicted in this policy, words and phrases defined by "controlling underlying insurance" have the meanings given them in "controlling underlying insurance."

SECTION I – COVERAGE

1. Insuring Agreement

We will pay on behalf of the insured and in excess of "underlying limits" those sums the insured becomes legally obligated to pay as damages because of "injury or damage" to which this insurance applies. Except as otherwise stated in this policy, this insurance follows the same provisions, exclusions and limitations of the "controlling underlying insurance" in effect at the inception date of that policy. This insurance will not be broader than "controlling underlying insurance."

This insurance only applies if:

- a. the "injury or damage" is caused by an "event" in the coverage territory;
- b. the "injury or damage" first occurs during the policy period; and
- c. "controlling underlying insurance" applies to the "injury or damage" and is exhausted by the payment of, or agreement to pay, judgments or settlements to which this insurance also applies.

The amount we will pay is limited as described in SECTION III – LIMITS OF INSURANCE.

2. Defense

When there is a reasonable expectation that this insurance may be involved in a loss, we may investigate any claim, defend any suit, or associate with any insured or insurer. We may settle any claim at our discretion. We have no duty to investigate claims or defend suits until the expressed and unlimited obligation of all "underlying insurance" terminates because of the exhaustion of "underlying limits" by payment of, or agreement to pay, judgments or settlements. "Defense expenses" will not reduce our limit unless such expenses also reduce "underlying limits." Any duty to defend that we may have ends when we pay or agree to pay our applicable limit.

3. Exclusions

Exclusions applicable to "controlling underlying insurance" also apply to this insurance. Even when "controlling underlying insurance" applies, this insurance does not apply to:

- a. Asbestos
"Injury or damage" arising out of the actual, alleged or threatened exposure to "asbestos" or any goods or products containing "asbestos;"
- b. Law
Any liability that is or would be imposed under:
 - 1) The Employment Retirement Income Securities Act of 1974 or any amendments thereto, or any similar law;
 - 2) Medical payments, no-fault, personal injury protection or any similar law;
 - 3) Uninsured or underinsured motorist or any similar law; or
 - 4) Workers compensation, disability benefits, unemployment compensation or similar law;
- c. Sub-limits
"Injury or damage" to which "underlying insurance" applies but at amounts less than "underlying limits."

SECTION II – WHO IS AN INSURED

1. You are an insured.
2. Any other person or organization who is an insured on “controlling underlying insurance” is an insured on this policy.

However, no one is an insured for broader coverage than that provided by “controlling underlying insurance.”

SECTION III – LIMITS OF INSURANCE

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of insureds, claims made, suits brought, or persons or organizations making claims or bringing suits.

1. **Aggregate**
The Aggregate Limit shown in the Declarations is the most we will pay for the sum of all damages to which this insurance applies except “injury or damage” arising out of the ownership, maintenance, operation or use, including loading or unloading, of an automobile when such damages are not subject to an Aggregate on “controlling underlying insurance.” When all “underlying policies” apply a separate Aggregate Limit to damages because of bodily injury or property damage included in a products-completed operations hazard, the Aggregate Limit will apply in the same manner.
2. **Each Event**
Subject to the Aggregate Limit described above, the Each Event Limit shown in the Declarations is the most we will pay for the sum of all damages because of “injury or damage” arising out of any one “event.”
3. **Anti-Stacking**
If this policy and any previous or subsequent policy we issued to you apply to “injury or damage” from the same “event,” the policy with the highest Limits of Insurance will be the only one to apply. This provision does not apply to any policy we may have issued as excess to this insurance.

SECTION IV - CONDITIONS

Conditions applicable to “controlling underlying insurance” also apply to this insurance unless contradicted by the following:

1. **Bankruptcy**
Bankruptcy of the insured or any insurer providing “underlying insurance” will not change your or our obligations under this policy.
2. **Cancellation**
The first Named Insured may cancel this policy for any reason by returning the policy to us or the Producer shown in the Declarations. We may cancel this policy by providing the first Named Insured written notice:
 - a. 10 days in advance if we cancel for non-payment of premium; or
 - b. 30 days in advance if we cancel for any other reason.

If we cancel, the return premium amount will be calculated on a pro rata basis. If you cancel, the return premium amount, subject to the Minimum Earned Premium shown in the Declarations, will be less than pro rata. Proof of Mailing will be proof of notice.

3. **Duties in the Event of a Claim, Event or Suit**
You must see to it that we are notified in writing as soon as possible of any claim, “event” or suit that may be reasonably expected to involve this insurance. You and any other involved insured have the same duties to us that you have to “controlling underlying insurance.”



4. Maintenance of Underlying

You must immediately notify us of any cancellation, non-renewal or change to "underlying insurance" that broadens the coverage. We will not follow such changes unless and until an endorsement is issued and you have paid the premium due to us.

You must immediately notify us of any reduction of "underlying limits." Reduction of "underlying limits" by the payment of judgments, settlements or defense expenses, to which this insurance applies, will not be considered a failure to comply with this condition.

Should you fail to comply with this condition, we will only be liable to the extent we would have been liable had you complied.

5. Non-Renewal

If we decide not to renew this policy, we will provide advance notice of that decision, in the manner and timeframe required by applicable statute or regulation, to the first Named Insured. Proof of mailing will be proof of notice.

6. Other Insurance

This insurance is excess of any other valid and collectible insurance available to the insured except insurance purchased specifically to apply in excess of this insurance.

7. Payment of Damages

When the amount of damages has been determined by judgment or settlement with which we agree and all "underlying insurance" policies have paid, or agreed to pay, their full limits of insurance we will pay, up to our Limits of Insurance, our share of the damages.

8. Separation of Insureds

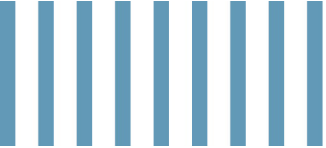
Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

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

SECTION V – DEFINITIONS

Words and phrases defined by "controlling underlying insurance" have the meanings given them in "controlling underlying insurance" unless contradicted by the following:

1. "Asbestos" means the mineral in any form.
2. "Controlling underlying insurance" means the policy or policies shown in the Declarations as such that apply to the "injury or damage."
3. "Defense expenses" means amounts we pay to investigate claims or defend suits.
4. "Event" means an occurrence, offense, accident, act, or other "injury or damage" causing event, defined by and to which the "controlling underlying insurance" applies.
5. "Injury or damage" means any bodily injury, property damage, personal and advertising injury, or other injury or damage defined by and to which the "controlling underlying insurance" applies.
6. "Underlying insurance" means the "controlling underlying insurance" policy or policies and any other insurance underlying to or in excess of the "controlling underlying insurance."
7. "Underlying limits" means the amounts shown in the Declarations that must be paid by "underlying insurance" policies before we pay anything. "Underlying limits" are not reduced by damages to which this insurance does not apply.



CONTRACTORS ENDORSEMENT
BLANKET ADDITIONAL INSURED - NON-CONTRIBUTING - WAIVER OF
SUBROGATION

In consideration of the premium charged, it is understood and agreed that:

A. Additional Insureds

When a written contract, signed prior to an "event" requires that you provide Additional Insured coverage with Limits of Insurance greater than "underlying limits" and "controlling underlying insurance" provides such coverage:

1. SECTION II – WHO IS AN INSURED is amended to include the Additional Insured as an insured for the lesser of:
 - a. Coverage required by the written contract; or
 - b. Coverage provided by this insurance or "controlling underlying insurance."
2. As respects the coverage provided by this endorsement, SECTION III – LIMITS OF INSURANCE is amended to add:

Limits of Insurance provided to the Additional Insured will be the lesser of:

 - a. Limits required by the written contract; or
 - b. Limits available under the applicable Limits of Insurance.

B. Primary and Non-Contributing

When a written contract signed prior to an "event" requires, for Limits of Insurance greater than "underlying limits," that this insurance is primary to and will not seek contribution from any other insurance available to the Additional Insured, this insurance will apply in this manner provided that:

1. the Additional Insured is a Named Insured under such other insurance; and
2. all "underlying insurance" applies in the same manner.

C. Waiver of Subrogation

When a written contract signed prior to an "event" requires, for Limits of Insurance greater than "underlying limits," that we waive our rights of recovery against the Additional Insured, then, to the extent required by the contract, the following is added to SECTION IV – CONDITIONS:

Waiver of Rights of Recovery

We waive any right of recovery we may have against the Additional Insured because of any payment we make under this policy. Such waiver by us applies only to the extent that you have waived your right of recovery prior to the "event" causing the "injury or damage."

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE EXPANSION ENDORSEMENT - PLATINUM

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

A. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to Paragraph **A.1. Who Is An Insured** of Section **II - Covered Autos Liability Coverage**:

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company or any organization excluded either by this Coverage Part or by endorsement, and over which you maintain ownership or majority interest of more than 50 percent will qualify as a Named Insured. However:

1. This insurance does not apply to any newly acquired or formed organization that is an "insured" under any other automobile policy or would be an "insured" under such policy but for its termination or the exhaustion of its Limit of Insurance.
2. Coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
3. 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. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT

The following is added to Paragraph **A.1., Who Is An Insured** of Section **II - Covered Autos Liability Coverage**:

When you have agreed in a written contract or agreement to include a person or organization as an additional "insured", such person or organization is included as an "insured" subject to the following:

1. Such person or organization is an additional "insured" only to the extent such person or organization is liable for "bodily injury" or "property damage": because of the conduct of an "insured" under Paragraphs **a.** or **b.** under Paragraph **A.1. Who Is An Insured** of Section **II - Covered Autos Liability Coverage**, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto";
 2. The written contract or agreement described above must have been executed prior to the "accident" that caused the "bodily injury" or "property damage" and be in effect at the time of such "accident";
 3. The insurance afforded to any such additional "insured" does not apply to any "accident" beyond the period of time required by the written contract or agreement described above;
 4. The most we will pay on behalf of such additional "insured(s)" is the lesser of:
 - a. The Limits of Insurance specified in the written contract or agreement described above; or
 - b. The Limits of Insurance shown in the Declarations.
- This provision shall not increase the Limit of Insurance shown in the Declarations in this policy or coverage part; and
5. The following changes are made to Paragraph **5. Other Insurance** of **B. General Conditions** under Section **IV - Business Auto Conditions**:
 - a. The following is added to Paragraph **5.a.**:

If required by the written contract or agreement described above, the

insurance afforded to the additional insured under this provision will be primary to, and will not seek contribution from, the additional insured's own insurance.

b. Paragraph 5.c. is deleted in its entirety.

6. Paragraph A.1.c. under Section II - Covered Autos Liability Coverage is deleted in its entirety.

7. The definition of "insured contract" under Section V - Definitions is amended to add the following:

An "insured contract" does not include that part of any contract or agreement:

That pertains to the ownership, maintenance or use of an "auto" and which indemnifies a person or organization for other than the vicarious liability of such person or organization for "bodily injury" or "property damage" caused by your operation or use of a covered "auto".

However, a person or organization is an additional "insured" under this provision only to the extent such person or organization is not named as an "insured" by separate endorsement to this policy.

C. EMPLOYEES AS INSUREDS

The following is added to Paragraph A.1. Who is An Insured Section II - Covered Autos Liability Coverage:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. INCREASED COVERAGE - BAIL BONDS

The Supplementary Payments Coverage Extension of Section II - Covered Autos Liability Coverage is amended as follows:

The Limit of Insurance in paragraph A.2.a.(2) is increased to \$5,000.

E. INCREASED COVERAGE - LOSS OF EARNINGS

The Supplementary Payments Coverage Extension of Section II - Covered Autos Liability Coverage is amended as follows:

The Limit of Insurance in paragraph A.2.a.(4) is increased to \$1,000.

F. FELLOW EMPLOYEE COVERAGE

The Fellow Employee Exclusion contained in Section II - Covered Autos Liability Coverage does not apply. This coverage is excess over any other collectable insurance.

G. COVERAGE EXTENSION - TRANSPORTATION EXPENSES

Paragraph A.4.a. Transportation Expenses of Section III - Physical Damage Coverage is amended as follows:

1. The Limits of Insurance are increased to \$75 per day to a maximum of \$2,500.
2. We will also pay reasonable and necessary expenses to facilitate the return of the stolen "auto" to you.
3. It is agreed and understood and it is our stated intent that expenses incurred by you under the Transportation Expenses Coverage Extension will not also be covered or paid under the Rental Reimbursement Coverage provided by this endorsement or any rental reimbursement coverage added by separate endorsement to this policy.

H. EXTENDED COVERAGE - AIRBAGS

The following is added to Exclusion B.3.a. of Section III - Physical Damage Coverage:

However, this exclusion does not apply to the unintended discharge of an airbag.

This coverage is excess over any other collectible insurance or warranty providing such airbag coverage.

I. AUTO LOAN/LEASE GAP COVERAGE

The following is added to Section III - Physical Damage Coverage, Paragraph C. Limits of Insurance.

4. In the event of a total "loss" to a covered "auto", we will pay the lesser of:
 - a. Any unpaid amount due on the lease or loan for a covered "auto", less:
 - (1) The amount under the Physical Damage Coverage section of the policy; and
 - (2) Any:
 - (a) Overdue lease/loan 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; or
 - b. \$5,000.

However, this provision does not apply to the extent loan/lease gap coverage has been provided by separate endorsement to this policy.

J. GLASS REPAIR - NO DEDUCTIBLE

The following is added to Paragraph **D.** Deductible of Section **III** - Physical Damage Coverage: Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" to glass breakage when you elect to patch or repair rather than replace the glass.

This provision does not apply to any covered "auto" provided Physical Damage Coverage under **CA 04 21** - Full Safety Glass Coverage.

K. INCREASED COVERAGE - ELECTRONIC EQUIPMENT

The \$1,000 limit indicated in Paragraph **C.1.b.** under Section **III** - Physical Damage Coverage is increased to \$2,500.

L. EXTENDED COVERAGE - PERSONAL PROPERTY

The following is added to Paragraph **A.4.** Coverage Extensions of Section **III** - Physical Damage Coverage:

Physical Damage Coverage on a covered "auto" may be extended to "loss" to your personal property or, if you are an individual, the personal property of a family member, that is in the covered "auto" at the time of "loss" and caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

The insurance provided by this coverage extension is excess over any other collectible insurance. The most we will pay for any one "loss" under this coverage extension is \$500. However, our payment for "loss" to personal property will only be for the account of the owner of the property.

Under this provision, personal property does not include and we will not pay for "loss" of currency, coins, securities or contraband.

No deductible applies to this coverage extension.

M. TOWING

Paragraph **A.2.** Towing of Section **III** - Physical Damage Coverage, is replaced by the following: If a private passenger type "auto" or light truck "auto" (0-10,000 Lbs. GVW) is provided both Comprehensive and Collision Coverage, we will pay up to \$150 for towing and labor costs incurred each time such "auto" is disabled. If a medium, heavy or extra-heavy truck or extra-heavy Truck-tractor "auto" (greater than 10,000 Lbs. GVW) is provided both Comprehensive and Collision Coverage, we will pay up to \$250 for towing and labor costs incurred each time such "auto" is

disabled. However, the labor must be performed at the place of disablement.

N. FIRE EXTINGUISHER RECHARGE

The following is added to Paragraph **A.4.** Coverage Extensions of Section **IV** - Physical Damage Coverage:

When fire extinguishers are kept in your covered "auto" and any are discharged in an attempt to extinguish a fire, we will pay the lesser of the actual cost of recharging or replacing such fire extinguisher(s).

No deductible applies to this coverage.

O. HIRED AUTO PHYSICAL DAMAGE COVERAGE

The following is added to Paragraph **A.4.** Coverage Extensions of Section **III** - Physical Damage Coverage:

If hired "autos" are covered "autos" for Covered Autos Liability Coverage and if Physical Damage Coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you lease, rent, hire or borrow from someone other than your "employees", partners or members of their households subject to the following:

1. The most we will pay in any one "loss" is the lesser of:
 - a. The actual cash value of the "auto";
 - b. The cost to repair or replace the "auto"; or
 - c. \$100,000.
2. Paragraph 1. above is subject to a deductible. The deductible shall be equal to the amount of the highest deductible shown for any owned "auto" of the same classification for that coverage. In the event there is no owned "auto" of the same classification, the highest deductible for any owned "auto" will apply for that coverage.

No deductible will apply to "loss" caused by fire or lightning.
3. Hired Auto Physical Damage Coverage is subject to the following:
 - a. If symbol 8 is shown in the Covered Auto section of the Declarations page for any of the Physical Damage coverages, then the Hired Auto Physical Damage coverage described in this endorsement does not apply.
 - b. Other than indicated in Paragraphs a. directly above, coverage provided under this provision will be excess over any other collectible insurance or coverage.

4. In addition to the limit set forth in Paragraph 1. above we will pay up to \$500 per day, to a maximum of \$3,500 per "loss" for:
 - a. Any costs or fees associated with the "loss" to a hired "auto"; and
 - b. Loss of use of the hired "auto", provided it is the consequence of an "accident" for which you are legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

However, Paragraph **A.4.b.** Loss of Use Expenses under Section **III** - Physical Damage Coverage of the Business Auto Coverage Form does not apply.

P. RENTAL REIMBURSEMENT COVERAGE

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto".

1. Payment applies in addition to the otherwise applicable amount of each coverage you have on the covered "auto".
2. No deductible applies to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the expiration date of the policy, with the lesser of the following number of days:
 - a. The number of days when the covered "auto" has been repaired or replaced, or
 - b. 45 days.
4. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. Not more than \$75 for any one day;
5. We will pay up to an additional \$300 for the reasonable and necessary expenses you incur to remove your materials and equipment from the covered "auto" and replace such materials and equipment on the rental "auto".
6. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
7. If "loss" results from the total theft of a covered "auto" of the "private passenger type", we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension of the Business Auto Coverage Form or any endorsements thereto.

However, this provision does not apply to the extent that rental reimbursement is provided by separate endorsement to this policy.

Q. DRIVE OTHER CAR COVERAGE

1. The following is added to Section **II** - Covered Autos Liability Coverage:
 - a. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by:
 - (1) You, if you are designated in the Declarations as an individual;
 - (2) Your partners or members, if you are designated in the Declarations as a partnership or joint venture;
 - (3) Your members or managers, if you are designated in the Declarations as a limited liability company;
 - (4) Your executive officers if you are designated in the Declarations as an organization other than an individual, partnership, joint venture or limited liability company; and
 - (5) The spouse of any person named in Paragraphs **Q.1.a.(1)** through **Q.1.a.(4)** while a resident of the same household;

Except:

- (a) Any "auto" owned by that individual or by any member of his or her household.
- (b) Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

2. Changes In Auto Medical Payments And Uninsured And Underinsured Motorists Coverages

The following is added to **Who Is An Insured**:

Any individual named in **1.a** above and his or her "family members" are "insured" while "occupying" or while a pedestrian when being struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member".

3. Changes In Physical Damage Coverage

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in **Q.1.a.** above or his or her spouse while a resident of the same house-hold except:

- a. Any "auto" owned by that individual or by any member of his or her household; or

- b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".
4. The most we will pay for the total of all damages under Covered Autos Liability Uninsured Motorists Coverage and Underinsured Motorists Coverage is the Limit Of Insurance shown in the Declarations as applicable to owned "autos".
 5. Our obligation to pay for, repair, return or replace damaged or stolen property under Physical Damage Coverage, will be reduced by a deductible equal to the amount of the highest deductible shown for any owned private passenger type "auto" applicable to that coverage. If there are no owned private passenger type "autos", the deductible shall be \$250 for Comprehensive Coverage and \$500 for Collision Coverage. No deductible will apply to "loss" caused by fire or lightning.

6. Additional Definition

As used in this **DRIVE OTHER CAR** Provision:

"Family member" means a person related to the individual named in 1.a. by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

R. KNOWLEDGE OF AN ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to Paragraph **A.2.** of Section **IV** - Business Auto Conditions:

Your obligation to provide prompt notice of an "accident", claim, "suit" or "loss" is satisfied if you or a person designated by you to be responsible for insurance matters is notified of, or in any manner made aware of an "accident", claim, "suit" or "loss" and provides us such notice as soon as practicable

S. WAIVER OF SUBROGATION BY CONTRACT OR AGREEMENT

The following is added to Paragraph **A.5** of Section **IV** - Business Auto Conditions:

We waive any right of recovery we may have against a person or organization because of payments we make for "bodily injury" or "property damage" when you and such person or organization have agreed in writing in a contract or agreement to waive such right of recovery, provided:

1. Such written contract or agreement was:
 - a. Made prior to the "accident" or "loss" resulting in the covered "bodily injury" or "property damage"; and

- b. Was in effect at the time of the covered "bodily injury" or "property damage".
2. The covered "bodily injury" or "property damage" must arise out of the operations specified in such written contract or agreement.
 3. At our request you must provide us with a copy of the aforementioned written contract or agreement.

T. UNINTENTIONAL OMISSIONS

The following is added Paragraph **B.2.** of Section **IV** - Business Auto Conditions:

If you fail to disclose any hazards existing at the inception date of this policy, such failure will not prejudice the coverage provided to you. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

U. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL AGGREGATE LIMIT PER PROJECT WITH AN OVERALL GENERAL AGGREGATE CAP

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects: All Projects

Overall General Aggregate Cap: \$10,000,000

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations. Subject to the application of the General Aggregate Limit to each of your projects, the maximum amount we will pay under the General Aggregate Limit for all claims arising from all projects is the Overall General Aggregate Cap shown in the Schedule above.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”, and for medical expenses under **COVERAGE C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or “suits” brought; or
 - c. Persons or organizations making claims or bringing “suits”.
 3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under **COVERAGE A** (SECTION I), and for all medical expenses caused by accidents under **COVERAGE C** (SECTION I), which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the “products-completed operations hazard” is provided, any payments for damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard” will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization for whom you are performing "commercial construction" during the period of this policy and have agreed in a written contract to add as an additional insured for products-completed operations. "Commercial construction" does not include any habitational or residential construction other than hotels or apartments	.
.	
.	.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p>Any person or organization for whom you are performing operations during the policy period when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and any other person or organization you are required to add as an additional insured under the contract or agreement described above.</p>	<p>.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the

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

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

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

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.

C. With respect to the insurance afforded to these additional insureds, the following is added to

Section III - Limits Of Insurance:

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

Any person or organization when you and such person or organization have agreed in writing in a contract or agreement that you will waive any right of recovery against such person or organization..

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

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

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

PROFESSIONAL AND POLLUTION LEGAL LIABILITY POLICY FOR THE CONSTRUCTION AND ENVIRONMENTAL SERVICE INDUSTRIES

Certain coverages are “claims-made and reported” and have different reporting requirements from other sections of this Policy. In the event of a **Claim**, this Policy requires that a **Claim** be first made during the **Policy Period** and reported to us, in writing, during the **Policy Period**, within ninety (90) days of the end of the **Policy Period**, or, where applicable, the Optional Extended Reporting Period. Please read this Policy carefully, including the Declarations and all Endorsements.

This Policy contains provisions that limit the amount of **Legal Expense** we are responsible to pay.

Throughout this Policy, the words “we”, “us”, and “our” mean the Company stated in the Declarations. The words “you” and “your” mean the **Insured**.

Words that are **bolded**, except for caption headings, have the meaning set forth in SECTION III – DEFINITIONS, whether expressed in singular or plural throughout this Policy.

In consideration of the payment of premium, in reliance upon the Application and subject to the Declarations and the terms and conditions of this Policy, we agree with you as follows:

SECTION I - INSURING AGREEMENTS

A. Professional Coverages

1. Professional Liability Coverage

We will pay on your behalf for **Professional Loss** that you become legally obligated to pay because of a **Claim** resulting from an actual or alleged negligent act, error or omission in **Professional Services**, provided that:

- a. the **Professional Services** are rendered on or after the **Retroactive Date** and prior to the end of the **Policy Period**; and
- b. the **Claim** is first made during the **Policy Period** and reported to us, in writing, during the **Policy Period**, within ninety (90) days of the end of the **Policy Period**, or, where applicable, the Optional Extended Reporting Period.

2. Rectification Expense Coverage

We will pay on your behalf for **Rectification Expense** to avoid or reduce a **Claim** covered under this Policy, provided that:

- a. all **Professional Services** giving rise to actual or potential damages are rendered on or after the **Retroactive Date** and prior to the end of the **Policy Period**;
- b. during the **Policy Period**, you provide us with immediate notice of the negligent act, error or omission and of the proposed corrective action, if any, along with all supporting documentation, in writing prior to incurring any **Rectification Expense**;
- c. you establish and we determine that your proposed **Rectification Expense** is reasonable and necessary in light of the actual liability for a **Claim** covered under this Policy that can be avoided or reduced by incurring the **Rectification Expense**; and
- d. all **Rectification Expense** must be approved by us, in writing, prior to being incurred by you.

If following the payment of **Rectification Expense**, a **Claim** is made against you, our total payment, including any payments previously paid by us, will not exceed the Limits of Liability shown in Item (3) and Item (4) of the Declarations.

If, in order to prevent **Bodily Injury or Property Damage**, you take immediate action that results in **Rectification Expense**, but you are not reasonably able to obtain prior approval from us in writing, we will indemnify you for such expense incurred over a period not exceeding ten (10) business days, beginning from the time the immediate action was taken, provided you can reasonably prove to us that such immediate action reduced the amount of the **Bodily Injury or Property Damage** that would otherwise have been paid under this Policy in the absence of such immediate action.

3. **Protective Loss Coverage**

We will indemnify the **Named Insured** for **Protective Loss**:

- a. in excess of all applicable **Design Professional's Insurance**, or
- b. for all amounts not covered by the **Design Professional's Insurance** pursuant to a valid coverage denial or limitation that is not contested by the **Design Professional**,

resulting from an actual or alleged negligent act, error or omission in **Design Professional Services** performed by a **Design Professional**, provided that:

- (i) the **Design Professional Services** are rendered on or after the **Retroactive Date** and prior to the end of the **Policy Period**;
- (ii) the **Protective Claim** is first made by you against the **Design Professional** and reported by you to us, in writing, during the **Policy Period**, within ninety (90) days of the end of the **Policy Period**, or, where applicable, the Optional Extended Reporting Period; and
- (iii) you have taken all steps necessary to pursue the **Protective Claim** and obtain recovery of all **Protective Loss** from the **Design Professional** and, where legally permissible, the **Design Professional's Insurance**.

B. **Pollution Coverages**

1. **Job Site Coverage**

We will pay on your behalf for **Pollution Loss** that you become legally obligated to pay as a result of a **Claim** arising from a **Pollution Condition** on, at, under or migrating from a **Job Site**, provided that:

- a. the **Pollution Condition** results from **Contracting Services** rendered on or after the **Retroactive Date** and prior to the end of the **Policy Period**; and
- b. the **Claim** is first made during the **Policy Period** and reported to us, in writing, during the **Policy Period**, within ninety (90) days of the end of the **Policy Period**, or, where applicable, the Optional Extended Reporting Period.

2. **Transportation Coverage**

We will pay on your behalf for **Pollution Loss** as a result of a **Pollution Condition** that first commences and finally ends during the course of **Transportation**, provided that:

- a. the **Transportation** takes place during the **Policy Period**; and

- b. the **Pollution Condition** is first discovered by you during the **Policy Period** and reported to us, in writing, during the **Policy Period** or within ninety (90) days of the end of the **Policy Period**; or
- c. (i) the **Pollution Condition** results in a **Claim**; (ii) the **Claim** is for **Pollution Loss** that you become legally obligated to pay; and (iii) the **Claim** is first made during the **Policy Period** and reported to us, in writing, during the **Policy Period**, within ninety (90) days of the end of the **Policy Period**, or, where applicable, the Optional Extended Reporting Period.

3. **Emergency Remediation Expense Coverage**

We will indemnify you for **Emergency Remediation Expense** incurred by you, provided that:

- a. the **Pollution Condition** and notice of the **Emergency Remediation Expense** are reported to us, in writing, during the **Policy Period**, but in no event later than fourteen (14) days from the discovery of the **Pollution Condition**, or the end of the **Policy Period**, whichever occurs first, and
- b. the **Pollution Condition** results from **Contracting Services** at a **Job Site**, or **Transportation**, rendered during the **Policy Period**.

4. **Pollution Protective Loss Coverage**

We will indemnify you for **Pollution Protective Loss**:

- a. in excess of all applicable **Subcontractor's Insurance**, or
- b. for all amounts not covered by the **Subcontractor's Insurance** pursuant to a valid coverage denial or limitation that is not contested by the **Subcontractor**,

resulting from a **Pollution Condition** on, at, under or migrating from a **Job Site** or a **Pollution Condition** in the course of **Transportation**, provided that:

- (i) the **Subcontractor Services** were performed on or after the **Retroactive Date** and completed prior to the end of the **Policy Period**;
- (ii) the **Pollution Protective Claim** is first made by you against the **Subcontractor** and reported by you to us, in writing, during the **Policy Period**, within ninety (90) days of the end of the **Policy Period**, or, where applicable, the Optional Extended Reporting Period; and
- (iii) you have taken all steps necessary to pursue the **Pollution Protective Claim** and obtain recovery of all **Pollution Protective Loss** from the **Subcontractor** and, where legally permissible, the **Subcontractor's Insurance**.

5. **Non-Owned Disposal Site Coverage**

We will pay on your behalf for **Pollution Loss** that you become legally obligated to pay as a result of a **Pollution Condition** on, at, under or migrating from a **Non-Owned Disposal Site**, provided that:

- a. the **Pollution Condition** first commences on or after the **Retroactive Date** and prior to the end of the **Policy Period**;

- b. the **Pollution Condition** arises from waste or material generated by **Contracting Services** performed at a **Job Site** or originates from **Your Location**;
- c. the **Pollution Condition** results in a **Claim**; and
- d. (i) the **Pollution Condition** results in a **Claim**; (ii) the **Claim** is for **Pollution Loss** that you become legally obligated to pay; and (iii) the **Claim** is first made during the **Policy Period** and reported to us, in writing, during the **Policy Period**, within ninety (90) days of the end of the **Policy Period**, or, where applicable, the Optional Extended Reporting Period.

6. **Your Location Coverage**

We will pay on your behalf for **Pollution Loss** as a result of a **Pollution Condition** on, at, under or migrating from **Your Location**, provided that:

- a. the **Pollution Condition** originates from **Your Location**; and
- b. the **Pollution Condition** is sudden and accidental and first commences during the **Policy Period** and finally ends within ten (10) consecutive days from its first commencement; and
- c. the **Pollution Condition** is first discovered by you during the **Policy Period** and reported to us, in writing, during the **Policy Period** or within ninety (90) days of the end of the **Policy Period**; or
- d. (i) the **Pollution Condition** results in a **Claim** against you; (ii) the **Claim** is for **Pollution Loss** that you become legally obligated to pay; and (iii) the **Claim** is first made against you during the **Policy Period** and reported to us, in writing, during the **Policy Period**, within ninety (90) days of the end of the **Policy Period**, or, where applicable, the Optional Extended Reporting Period.

SECTION II - SUPPLEMENTAL COVERAGES

The following Supplemental Coverages are afforded under this Policy. Any amounts paid under these coverages do not qualify as **Professional Loss**, **Rectification Expense**, **Protective Loss**, **Pollution Loss**, **Emergency Remediation Expense** or **Protective Pollution Loss**. In no event will we pay more than the Limits of Liability specified below. The Limits of Liability for each of the following Supplemental Coverages are separate from the Limits of Liability for the coverages in SECTION I - INSURING AGREEMENTS of this Policy, and payments made under these Supplemental Coverages do not erode the Aggregate Limits of Liability of this Policy. No Self-Insured Retention Amount applies to these Supplemental Coverages.

A. **Disaster Response Expense Coverage**

We will pay on your behalf up to an aggregate limit of liability of \$250,000 for any reasonable and necessary expenses incurred by you, with our prior written consent, for a public relations or crisis management firm hired by you, and approved by us, to minimize potential harm to your reputation by maintaining or restoring public confidence in you resulting from a negligent act, error or omission in **Professional Services**, or a **Pollution Condition** resulting from **Contracting Services** or **Transportation**, that has or is likely to result in a **Media Event**. This limit of liability is the most we will pay regardless of the number of acts, errors or omissions, **Pollution Condition(s)** or **Media Event(s)**.

B. **Green Building Materials Expense Coverage**

We will pay on your behalf up to an aggregate limit of liability of \$250,000 for any reasonable and necessary expenses incurred by you in the use of **Green Building Materials**, even when the use of such materials is not necessary, as part of **Restoration Costs** when otherwise covered under this Policy. This limit of liability is the most we will pay regardless of the number of **Pollution Condition(s)**.

C. Protective Loss/Pollution Protective Loss Bankruptcy Litigation Expense Coverage

We will indemnify you up to an aggregate limit of liability of \$25,000 for the reasonable and necessary fees and expenses incurred by you for retaining bankruptcy counsel in the making of a **Protective Claim** or a **Pollution Protective Claim** that qualifies for coverage under this Policy against a **Design Professional** or **Subcontractor**, as applicable, who has filed for or has been placed into bankruptcy under the United States Bankruptcy Code, provided that the **Protective Claim** or **Pollution Protective Claim** results in a judgment for you against the **Design Professional** or **Subcontractor** that is final and no longer subject to appeal. This limit of liability is the most we will pay regardless of the number of **Claim(s)**.

D. Litigation Expense Coverage

We will indemnify you up to an aggregate limit of liability of \$25,000 for the actual loss of earnings and reasonable and necessary expenses incurred by you for attendance at depositions, hearings, arbitrations, **Mediation** or trials at our written request, for **Claim(s)** covered under this Policy. This limit of liability is the most we will pay regardless of the number of **Claim(s)**, events or persons attending.

E. Subpoena Expense Coverage

We will pay on your behalf up to an aggregate limit of liability of \$25,000 for reasonable and necessary fees and costs of counsel retained by us to advise you regarding the production of subpoenaed documents or to represent you while preparing for or giving testimony in response to a subpoena that is both served on you during the **Policy Period** and reported by you to us, in writing, during the **Policy Period**, within ninety (90) days of the end of the **Policy Period**, or, where applicable, the Optional Extended Reporting Period, and arises from **Professional Services** or **Pollution Conditions** that are within the scope of coverage under this Policy. This limit of liability is the most we will pay regardless of the number of subpoenas served.

F. Disciplinary Proceeding Expense Coverage

We will pay on your behalf up to an aggregate limit of liability of \$25,000 for **Legal Expense** from a disciplinary proceeding against you before a design professional or contractor licensing board, provided that the disciplinary proceeding arises out of a negligent act, error or omission in **Professional Services**, or a **Pollution Condition** caused by **Contracting Services**, rendered on or after the **Retroactive Date** and before the end of the **Policy Period**, if the disciplinary proceeding is brought against you during the **Policy Period** and reported to us, in writing, by you, during the **Policy Period**, within ninety (90) days of the end of the **Policy Period**, or, where applicable, the Optional Extended Reporting Period. This limit of liability is the most we will pay regardless of the number of proceedings.

G. Americans with Disabilities Act and Fair Housing Act Expense Coverage

We will pay on your behalf up to an aggregate limit of liability of \$25,000 for **Legal Expense** from the investigation of or response to a regulatory or administrative action from a governmental agency under the Americans with Disabilities Act of 1990 (ADA), as amended, or the Fair Housing Act (FHA), as amended, alleging a negligent act, error or omission in **Professional Services** rendered on or after the **Retroactive Date** and before the end of the **Policy Period**, if the regulatory or administrative action is brought against you during the **Policy Period** and reported to us, in writing, by you, during the **Policy Period**, within ninety (90) days of the end of the **Policy Period**, or, where applicable, the Optional Extended Reporting Period. This limit of liability is the most we will pay regardless of the number of investigations or actions.

H. Building Information Modeling Expense Coverage

We will indemnify you up to an aggregate limit of liability of \$25,000 for reasonable and necessary additional expenses payable to a third-party software consulting company, that are not otherwise recoverable from any warranty or guarantee, arising from loss of or damage to information due to a malfunction of software used in connection with a Building Information Modeling (BIM) system purchased from a third-party vendor that was not modified by you or on your behalf, including erroneous calculations or modeling, provided that the malfunction is first discovered during the **Policy Period** and after the system has been put to its intended

use in the course of construction in support of **Professional Services** or **Contracting Services** and is reported to us, in writing, by you, during the **Policy Period**, within ninety (90) days of the end of the **Policy Period**, or, where applicable, the Optional Extended Reporting Period. This limit of liability is the most we will pay regardless of the number of consulting companies, systems purchased or malfunctions.

SECTION III - DEFINITIONS

- A. Bodily Injury** means:
1. physical injury, sickness or disease, sustained by any person, including death resulting therefrom, and any accompanying medical or environmental monitoring; or
 2. mental anguish, emotional distress or shock, sustained by any person.
- B. Claim** means any monetary demand, notice, or assertion of a legal right, alleging liability or responsibility on your part, and includes, but is not limited to, a lawsuit, petition, order or government or regulatory action commenced against you.
- C. Client** means the person or entity that directly hires the **Named Insured**, by written agreement signed by the **Named Insured**, to render **Contracting Services** and for whom the **Named Insured** renders such services.
- D. Contracting Services** means any construction or environmental activity that is performed by or on behalf of the **Named Insured**.
- Contracting Services** also includes completed operations.
- E. Design Professional** means any person or entity that is qualified, certified or licensed to perform professional services that are covered by **Design Professional's Insurance**, including any **Subcontractors** and subconsultants.
- F. Design Professional's Insurance** means any liability insurance issued to a **Design Professional**.
- G. Design Professional Services** means professional services that any **Design Professional**:
1. agreed to perform pursuant to a written agreement with you or a **Design Professional**; retained by you or on your behalf; and
 2. are included within the **Professional Services** that you agreed to perform in your written agreement with a **Client**.
- H. Emergency Remediation Expense** means **Remediation Expense** incurred by you on an emergency basis that we determine was reasonable and necessary to mitigate the immediate effects of the **Pollution Condition** in light of the liability covered under this Policy that can be avoided or reduced by such mitigation.
- I. First Named Insured** means the person or entity stated in Item (1) of the Declarations.
- J. Green Building Materials** means building products or materials that are recognized by The Leadership in Energy and Environmental Design (LEED®), Green Globes Assessment and Rating System, International Green Construction Code or Energy Star as:
1. being environmentally preferable or sustainable; or
 2. providing enhanced energy efficiency.
- K. Insured** means each of the following:
1. the **First Named Insured**;

2. the **Named Insured**;
3. the **Named Insured's** current and former directors, partners, principals, members, officers, stockholders, or trustees, but solely while acting within the course and scope of their duties as such;
4. the **Named Insured's** current and former employees, including **Leased Worker**, but solely within the course and scope of their employment or lease agreement;
5. the **Named Insured's** heirs, executors, administrators, assigns or legal representatives in the event of death, incapacity or bankruptcy, but only with respect to the liability of the **Named Insured** otherwise insured herein;
6. any **Predecessor in Interest**;
7. any entity newly formed or acquired by the **Named Insured** during the **Policy Period** where the **Named Insured** has greater than fifty percent (50%) ownership, control, or beneficial interest, provided that:
 - a. coverage shall be provided only for **Professional Loss** and **Protective Loss** arising out of **Professional Services** or **Design Professional Services** or **Pollution Loss** and **Pollution Protective Loss** arising out of **Contracting Services** or **Subcontractor Services**, for services performed on or after the date of formation or acquisition, subject to the **Retroactive Date**; and
 - b. this coverage shall expire at the end of the **Policy Period** or within ninety (90) days of such formation or acquisition of the entity, whichever is earlier, unless you submit written notice to us providing detailed information concerning the newly formed or acquired entity and we agree to accept coverage and issue an endorsement confirming coverage;
8. the **Named Insured** to the extent of its participation in a legal entity including a limited liability company or joint venture, but only to the extent of the **Named Insured's** legal liability for its rendering or failure to render **Professional Services** or **Contracting Services** under the respective legal entity..
9. Solely with regard to SECTION I - INSURING AGREEMENTS, B.1. Job Site Coverage, B.2. Transportation Coverage and B.5. Non-Owned Disposal Site Coverage, any person or entity, including a **Client**, as required by a written agreement, but only for:
 - a. a **Pollution Condition** caused by **Contracting Services**; and
 - b. the liability of the person or entity that results from the performance of the **Named Insured's Contracting Services**,

provided that such written agreement is signed prior to the commencement of the **Pollution Condition**.

Any insurance afforded under the terms and conditions of this Policy shall be limited to the scope of coverage required by such agreement and shall be limited to the lesser of the amount of the limits of liability required by such written agreement or the Limits of Liability under this Policy. In no event shall we be liable for any amounts in excess of the Limits of Liability shown in Item (3) and Item (4) B. Pollution Coverages of the Declarations.

L. Insured Contract means that part of any written agreement under which, the **Named Insured** assumes the tort liability of another party to pay compensatory damages for **Bodily Injury, Property Damage or Remediation Expense**, to a third-person or entity, provided that such written agreement is signed by the **Named Insured** prior to the **Bodily Injury, Property Damage or Remediation Expense**. Tort liability means a liability that would be imposed by law in the absence of any agreement.

M. Job Site means the location where **Contracting Services** are rendered.

Job Site does not include:

1. any location that is owned, rented, leased, used, or occupied by you except for:
 - a. a location owned, rented, leased, or occupied by the **Client**; or
 - b. a location that is rented, leased, or occupied (but not owned) by the **Named Insured** and is used on a temporary basis by you for a single project only, during the course of providing **Contracting Services** for such single project.
2. a **Non-Owned Disposal Site** or **Your Location**.

N. Leased Worker means a person leased to the **Named Insured**, 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.

O. Legal Expense means legal costs, charges and expenses incurred by you or on your behalf in the investigation or defense of a **Claim** arising from **Professional Services** or **Contracting Services**, and includes any necessary expert fees paid to experts retained by defense counsel.

Legal Expense does not include the time and expense incurred by you in assisting us in the investigation or resolution of a **Claim** including, but not limited to, the costs of your in-house counsel, salary charges of your regular employees or officials, and fees and expenses of counsel retained by you, except as provided by SECTION II - SUPPLEMENTAL COVERAGES, D. Litigation Expense Coverage.

Legal Expense does not include any of the following:

1. the time and expense incurred by you assisting us in the investigation or resolution of a **Claim** or in connection with **Remediation Expense**, including, but not limited to, the costs of your in-house counsel, salary charges of your regular employees or officials, and fees and expenses of counsel retained by you.
2. salary charges of our employees.
3. legal cost, charges and expenses incurred in connection with **Rectification Expense, Emergency Remediation Expense** or to any legal costs or expenses incurred by you in the investigation, prosecution, pursuit, adjustment, making or appeal of a **Protective Claim** or a **Pollution Protective Claim**, except as provided by SECTION II - SUPPLEMENTAL COVERAGES, C. Protective Loss/Pollution Protective Loss Bankruptcy Litigation Expense Coverage.

P. Low-Level Radioactive Waste and Material means waste or material that when disposed is acceptable for disposal in a near-surface disposal facility or a land disposal facility as defined in 10 CFR 61.2.

Q. Media Event means a spontaneous event that results in coverage by any television news or newspapers, in either print or internet editions.

Coverage in e-mails, blogs, vlogs or other private or not for profit media does not constitute a **Media Event**.

R. Mediation means an informal and non-binding dispute settlement process run by a neutral third-party approved by us.

- S. Mold Matter** means mold, mildew or any type or form of fungus, including mycotoxins, spores or by-products produced or released by fungi.
- T. Named Insured** means:
1. the **First Named Insured**; and
 2. any person or entity designated as a **Named Insured** by endorsement to this Policy.
- U. Natural Resource Damage** means physical injury to, or destruction of, as well as the assessment of such injury or destruction, including the resulting loss of use of the land or resources to the general public, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, or 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. The terms Natural Resource Damage and Natural Resource Damage Assessments are as further defined by statute [CERCLA §§101(6); 107(a)(4)(C); OPA §§1001(5); 1002(b)(2)] and regulation [43 CFR Part 11; 15 CFR Part 990].
- V. Non-Owned Disposal Site** means a location used by you for the treatment, storage or disposal of waste or material, provided that:
1. the **Non-Owned Disposal Site** is not managed, operated, owned or leased by you or your affiliate;
 2. the **Non-Owned Disposal Site** is permitted or licensed by the applicable Federal, State, Local or Provincial authorities to accept such waste or material as of the date the waste or material is treated, stored or disposed at the **Non-Owned Disposal Site**; and
 3. the **Non-Owned Disposal Site** is not listed on a proposed or final Federal National Priorities List or any State or Provincial equivalent National Priority List, Superfund or Hazardous Waste List prior to the treatment, storage or disposal of the waste or material at the **Non-Owned Disposal Site**.
- W. Policy Period** means the period listed in Item (2) of the Declarations or any shorter period resulting from cancellation.
- X. Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to, acids, alkalis, electromagnetic fields, fumes, hazardous substances, bacteria, **Low-Level Radioactive Waste and Material, Mold Matter**, odors, smoke, soot, toxic chemicals, vapors and waste materials, including medical, infectious and pathological wastes.
- Y. Pollution Condition** means:
1. the discharge, dispersal, release, seepage, migration or escape of **Pollutants** into or upon land or structures thereupon, the atmosphere or any watercourse or body of water, including groundwater; the continued discharge, dispersal, release, seepage, migration or escape of such **Pollutants** comprises a single **Pollution Condition**; and
 2. the presence of **Mold Matter** in or on buildings or structures.
- Z. Pollution Loss** means each of the following that results from a **Pollution Condition**:
1. a monetary judgment, award or settlement of compensatory damages that is entered into with our prior written consent (such consent shall not be unreasonably withheld), for:
 - a. **Bodily Injury or Property Damage**; or

- b. **Remediation Expense;**
2. with regard to SECTION I - INSURING AGREEMENTS, B.2. Transportation Coverage and B.6. Your Location Coverage, **Remediation Expense** that is incurred with our prior written consent (such consent shall not be unreasonably withheld);
 3. civil fines and penalties assessed against a **Client** that the **Named Insured** is legally liable for, but only where insurance coverage for such fines and penalties is allowable by law;
 4. civil fines and penalties assessed against you, but only where insurance coverage for such fines and penalties is allowable by law;
 5. punitive, exemplary or multiplied damages that you are legally liable for, but only where insurance coverage for such damages is allowable by law; or
 6. **Legal Expense** associated with Subsections Z.1. through Z.5. referenced directly above, that is incurred with our prior written consent (such consent shall not be unreasonably withheld); and
 7. **Restoration Costs** that are incurred with our prior written consent (such consent shall not be unreasonably withheld); and
 8. the value of any reasonable and necessary services rendered, pursuant to any resolution that we have approved in advance in writing, by you to mitigate a **Pollution Condition** resulting from **Contracting Services**.

Pollution Loss does not include:

- a. injunctive or equitable relief;
- b. the return of fees or charges for services rendered; or
- c. salaries of your employees or any **Leased Worker**; or
- d. your profit, overhead or mark-up.

AA. Pollution Protective Claim means a written demand made or lawsuit commenced by you against a **Subcontractor** alleging liability or responsibility on the part of the **Subcontractor** for **Pollution Protective Loss** based upon or arising out of the **Subcontractor's** rendering or failure to render **Subcontractor Services**.

BB. Pollution Protective Loss means the amount you are legally entitled to recover from a **Subcontractor**, as determined by:

1. a final monetary judgment by a court of competent jurisdiction;
2. a final monetary award resulting from an arbitration or other dispute resolution proceeding, that you participate with our prior written consent; or
3. a settlement that we agree to in advance, in writing.

CC. Predecessor in Interest means any entity whose assets have been acquired by the **Named Insured** or whose partners, principals or shareholders have joined the **Named Insured** and whose name has been stated in the Application, submitted for this Policy and executed by the **Named Insured**, and for whose insurance the **Named Insured** is responsible by written agreement.

DD. Professional Loss means:

1. a monetary judgment, award or settlement of compensatory damages that is entered into with our prior written consent (such consent shall not be unreasonably withheld);
2. civil fines and penalties assessed against a third-party other than you that you are legally liable, but only where insurance coverage for such fines and penalties is allowable by law;
3. civil fines and penalties assessed against you, but only where insurance coverage for such fines and penalties is allowable by law;
4. punitive, exemplary or multiplied damages that you are legally liable for, but only where insurance coverage for such damages is allowable by law;
5. liquidated damages assessed against you, or a settlement of liquidated damages that is entered into with our prior written consent (such consent shall not be unreasonably withheld), but only to the extent you would be legally liable in the absence of a contractual agreement; or
6. **Legal Expense** associated with Subsections DD.1. through DD.5. referenced directly above, that is incurred with our prior written consent (such consent shall not be unreasonably withheld); and
7. the value of any services rendered by you or on your behalf, pursuant to any resolution approved by us in writing, prior to the services being rendered, to correct a negligent act, error or omission in the performance of **Professional Services**.

Professional Loss does not include:

- a. injunctive or equitable relief;
- b. the return of fees or charges for services rendered;
- c. salaries of your employees or any **Leased Worker**; or
- d. your profit, overhead or mark-up.

EE. Professional Services means those activities listed in Item (5) of the Declarations that are rendered by or on behalf of the **Named Insured**.

FF. Property Damage means each of the following caused by a **Pollution Condition**:

1. physical injury to or destruction of tangible property, including the resulting loss of use thereof;
2. loss of use of tangible property that has not been physically injured or destroyed;
3. diminished third-party property value, but only where there is physical injury to or the destruction of such tangible property; or
4. **Natural Resource Damage**.

Property Damage does not include **Remediation Expense**.

GG. Protective Claim means a written demand made or lawsuit commenced by you against a **Design Professional** alleging liability or responsibility on the part of the **Design Professional** for **Protective Loss** based upon or arising out of the **Design Professional's** rendering or failure to render **Design Professional Services**.

HH. Protective Loss means the amount you are legally entitled to recover from the **Design Professional**, as determined by:

1. a final monetary judgment by a court of competent jurisdiction;
2. a final monetary award resulting from an arbitration or other dispute resolution proceeding, that you participate in with our prior written consent; or
3. a settlement that we agree to in advance, in writing.

II. Rectification Expense means direct costs and expenses to correct actual damages or prevent potential damages resulting from a negligent act, error or omission in your **Professional Services**.

Rectification Expense does not include any of your profit, overhead, mark-up; or any betterment to a project that **Rectification Expense** applies.

JJ. Remediation Expense means reasonable and necessary expenses resulting from a **Pollution Condition** and incurred to investigate, assess, remove, dispose of, treat, abate, contain or neutralize a **Pollution Condition**, including any associated monitoring and testing costs.

KK. Responsible Insured means any of your officers, directors, partners, members, managers, supervisors or foreman, or any of your employees that have responsibility, in whole or in part, for risk control, risk management, health and safety or environmental affairs, control or compliance, and any manager of **Your Location**.

LL. Restoration Costs means reasonable and necessary costs incurred by you to restore, repair or replace real or personal property to substantially the same condition it was in prior to being damaged during work performed in the course of incurring **Remediation Expense**. **Restoration Costs** include the use of **Green Building Materials**, but only as set forth in SECTION II - SUPPLEMENTAL COVERAGES, B. Green Building Materials Expense Coverage.

However, these costs shall not exceed the Actual Cash Value of such real or personal property immediately prior to incurring the **Remediation Expense** or include costs associated with improvements or betterments, except for **Green Building Materials**. Actual Cash Value is defined as the cost to replace such real or personal property, immediately prior to incurring the **Remediation Expense**, minus the accumulated depreciation of the real or personal property.

MM. Retroactive Date means the date listed in Item (4) of the Declarations for each applicable coverage that is specified, if any, or any **Retroactive Date** listed on an endorsement to this Policy.

NN. Subcontract means a written agreement, purchase order or any such legal instrument issued under your written agreement for the performance of **Contracting Services** or **Transportation**.

OO. Subcontractor means any person or entity that enters into a **Subcontract** that assumes some or all of your obligation(s) to the **Client**.

PP. Subcontractor Services means **Contracting Services** or **Transportation** that are rendered by or on behalf of the **Subcontractor**.

QQ. Subcontractor's Insurance means any liability insurance under which, the **Subcontractor** qualifies as an insured.

RR. Transportation means the movement of waste or material by land motor vehicle, trailer, semi-trailer, mobile equipment or watercraft, including the loading and unloading of such waste or material, from the point of origin until the waste or material has arrived at its final destination, provided that:

1. the **Pollution Condition** occurs while in support of **Contracting Services**;
2. the **Pollution Condition** occurs at a location other than the **Job Site** or **Your Location**; and

3. the person or entity transporting the waste or material is properly licensed to transport such waste or material by the means utilized.

SS. Underground Storage Tank means any stationary container or vessel, which is ten percent (10%) or more beneath the surface of the ground and includes the associated underground piping, underground ancillary equipment and containment system(s) connected thereto, and is:

1. constructed primarily of non-earthen materials; and
2. designated to contain any substance.

For purposes of this definition, associated underground piping means piping leading to and away from the **Underground Storage Tank** until such piping is above ground or terminates in another **Underground Storage Tank**, receptacle, dispenser, or manufacturing process.

TT. Your Location means a location owned, rented to or leased by the **Named Insured**, provided that such location is listed in the Your Location Schedule endorsed onto this Policy.

Your Location does not include a **Job Site** or **Non-Owned Disposal Site**.

SECTION IV - EXCLUSIONS

A. The following exclusions apply to SECTION I - INSURING AGREEMENTS, A. Professional Coverages and B. Pollution Coverages:

This Policy does not apply to any **Claim**, negligent act, error or omission in **Professional Services, Professional Loss, Rectification Expense, Protective Loss, Pollution Condition, Pollution Loss, Emergency Remediation Expense, Pollution Protective Loss**, or any other coverage afforded under this Policy, including SECTION II – SUPPLEMENTAL COVERAGES, directly or indirectly for or based upon or arising out of:

1. Contractual Liability
your:

- a. assumption of liability in a contract or agreement; or
- b. breach of contract or agreement.

This exclusion does not apply to:

- (i) liability that you would have in the absence of a contract or agreement; or
- (ii) solely with regard to SECTION I – INSURING AGREEMENTS, B.1. Job Site Coverage and B.2. Transportation Coverage, liability assumed by the **Named Insured** in an **Insured Contract**.

2. Employer's Liability
any injury to:

- a. any of your employees, including any **Leased Workers**, directors, partners, principals, members, officers, stockholders or trustees, but solely within the course and scope of their employment or lease agreement and only if such injury arises in the course of:
 - (i) employment by you; or
 - (ii) performing duties related to the conduct of your business; or

- b. the spouse, domestic partner, child, parent, brother or sister of anyone set forth in Subsection 2.a. directly above, as a consequence of any injury to any of the persons described in Subsection 2.a. directly above.

This exclusion applies whether you 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 the **Named Insured** assumed under an **Insured Contract**.

3. Express Warranty and Guaranty

any express warranty or guaranty.

This exclusion does not apply to liability you would have in the absence of such express warranty or guaranty.

4. Your Faulty Workmanship

solely with regard to SECTION I - INSURING AGREEMENTS, B. Pollution Coverages, the cost to repair or replace faulty workmanship, construction, fabrication, installation, assembly, erecting, manufacture or remediation, if such faulty workmanship, construction, fabrication, installation, assembly, erecting, manufacture or remediation was performed, in whole or in part, by you.

5. Fiduciary Liability

any involvement by you:

- a. as a director, partner, principal, member, officer, stockholder, trustee, or employee of a business enterprise not stated in Item (1) of the Declarations or of any charitable organization, or pension, welfare, profit sharing, mutual or investment fund or trust; or
- b. as a fiduciary under the Employee Retirement Income Security Act of 1974, as amended, or any regulation or order issued pursuant thereto or under any other employee benefit plan.

6. Hostile Acts

any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, strike, riot, or civil commotion.

7. Insurance and Suretyship

the requiring, obtaining, maintaining, advising as to, or the failure to require, obtain, maintain or advise as to any form of insurance, suretyship or bond, either with respect to any **Insured** or any other person or entity.

8. Insured versus Insured

any **Claim** made by an **Insured** against any other **Insured**.

This exclusion does not apply to a **Claim** by any person or entity, including a **Client**, that meets the definition of an **Insured** in SECTION III – DEFINITIONS, K. **Insured**, Subsection 9.

9. Intentional and Dishonest Acts

- a. intentional disregard of, or non-compliance with, any statute, regulation, ordinance, law or order, by or at your direction or your agent's direction; or
- b. actual or alleged fraudulent, dishonest, malicious or intentionally or inherently harmful conduct by you.

This exclusion does not apply to any **Insured** that did not allegedly commit or allegedly participate

in committing any of the foregoing conduct described above.

10. Known Circumstances or Conditions

- a. a **Claim**, negligent act, error or omission in **Professional Services, Professional Loss, Rectification Expense, Protective Claim, Protective Loss, Pollution Condition, Pollution Loss, Emergency Remediation Expense, Pollution Protective Claim or Pollution Protective Loss** reported to or known by a **Responsible Insured** prior to the inception of the **Policy Period**; or
- b. a circumstance or condition known by a **Responsible Insured** prior to the inception of the **Policy Period**, which is not identified by you in the statements, declarations and information contained in the Application for this Policy, where the **Responsible Insured** should have reasonably foreseen that a **Claim**, negligent act, error or omission in **Professional Services, Professional Loss, Protective Claim, Protective Loss, Pollution Condition, Pollution Loss, Pollution Protective Claim, or Pollution Protective Loss** would result, or **Rectification Expense or Emergency Remediation Expense** would be incurred.

However, in the event that during the **Policy Period** you exacerbate a **Pollution Condition** caused by others, coverage is not excluded for that portion of the **Pollution Loss, Emergency Remediation Expense or Pollution Protective Loss** that would not exist but for your exacerbation of the **Pollution Condition**.

11. Notices to Previous Insurers

any **Claim**, negligent act, error or omission in **Professional Services, Rectification Expense, Protective Claim, Pollution Condition, Emergency Remediation Expense, Pollution Protective Claim** or other circumstance reported by you in part or in whole under any prior policy.

12. Products Liability

any goods, materials or products designed, manufactured, sold, handled, distributed or supplied by you, a **Design Professional**, a **Subcontractor** or by others under license or trade name from you, a **Design Professional** or **Subcontractor**.

This exclusion does not apply to:

- a. the design of a good or product that has been specifically designed or otherwise provided to accommodate the specifications of a particular project or multiple projects for a specific customer. This exception does not apply to any subsequently manufactured goods or products using the same design, without alteration, as any previously customized good or product;
- b. computer software or programs specifically developed for a third-party that is not available for general sale and distribution, and is provided in conjunction with **Professional Services, Design Professional Services, Contracting Services or Subcontractor Services**; or
- c. the fabrication, assembly or installation of goods, materials or products provided in connection with the performance of **Contracting Services**.

13. Property

- a. damage to any real property owned, rented or leased by you, except for **Your Location** or real property owned or leased by, or in the care, custody or control of, the **Client**; or
- b. for the repair, replacement or restoration of any personal property you own or lease, except for personal property owned or leased by, or in the care, custody or control of, the **Client**.

14. Radioactive / Nuclear Material

- a. material or waste that if disposed must be placed in a geologic repository as defined in 10 CFR 60 or 10 CFR 63 or any other existing or planned disposal facility for waste that would

not otherwise qualify as **Low-Level Radioactive Waste and Material**;

- b. radioactive waste or material for which, you have coverage under any nuclear insurance policy or have received indemnity from any United States or international government authority or statute, including but not limited to the United States Price Anderson Act (Public Law 100-408) or the United States National Defense Contracts Act (Public Law 85-804);
- c. tailings, milling wastes, or products produced by the extraction of uranium or thorium from any ore processed for its source material;
- d. any nuclear weapon, engineered assembly, or component thereof designed to cause the release of radiological material or any hazardous substance onto a chosen target or to generate a nuclear detonation; and
- e. the existence, required removal or abatement of naturally occurring radioactive materials or technologically enhanced naturally occurring radioactive materials, including but not limited to radon,

including, but not limited to the actual, alleged or threatened exposure of any person(s) or property to any such matter.

15. Related Entities and Individuals

a **Claim** by an entity or individual:

- a. that wholly or partially owns, operates or manages you;
- b. that you have a direct or indirect ownership interest of twenty-five percent (25%) or more;
- c. that is controlled, operated or managed by you; or
- d. that is an affiliate of you.

16. Workers' Compensation and Similar Laws

your obligation under a workers' compensation, unemployment compensation, or disability benefits law or any similar law.

- B.** The following exclusions apply only to SECTION I - INSURING AGREEMENTS, A.3. Protective Loss Coverage and B.4. Pollution Protective Loss Coverage:

We shall not be liable to make any payment or indemnify you for any **Protective Loss** or **Pollution Protective Loss** directly or indirectly for or based upon or arising out of:

1. Default Judgment

a default judgment, monetary award or any liability imposed where the **Design Professional** or **Subcontractor** failed to appear, respond, answer, defend or otherwise plead in connection with the **Protective Claim** or **Pollution Protective Claim**.

This exclusion does not apply if you establish that you would have recovered, from the **Design Professional** or **Subcontractor** in the absence of a default judgment, a monetary award or had any liability imposed where the **Design Professional** or **Subcontractor** failed to appear, respond, answer, defend or otherwise plead in connection with the **Protective Claim** or **Pollution Protective Claim**.

2. Project-Specific Policy

a **Protective Claim** or **Pollution Protective Claim** for which, insurance is available to you under a project specific policy, or would have been available but for the exhaustion of limits of liability under such policy.

C. The following exclusions apply only to SECTION I - INSURING AGREEMENTS, B.6. Your Location Coverage:

We shall not be liable to make any payment for any **Pollution Loss** directly or indirectly for or based upon or arising out of:

1. **Asbestos and Lead-Based Paint**
the existence of, required removal or abatement of lead-based paint or asbestos, in any form, in or on any building or structure on or at **Your Location**, including, but not limited to products containing asbestos, asbestos fibers, asbestos dust, and asbestos containing materials.
2. **Divested Location**
any **Pollution Condition** on, at, under or migrating from **Your Location**, where the actual discharge, dispersal, release, seepage, migration or escape of **Pollutants** commenced subsequent to the time **Your Location** was sold, given away, no longer used or leased by you, abandoned by you, or condemned.
3. **Material Change in Use**
a material change in the use of, or operations at, **Your Location** from the use or operations identified by you in the statements and information contained in the Application for this Policy including any other supplemental materials submitted to us prior to the inception of the **Policy Period** or prior to **Your Location** being endorsed onto this Policy.
4. **Underground Storage Tank**
the existence of any **Underground Storage Tank** on, at or under **Your Location**.

This exclusion does not apply to:

- a. an **Underground Storage Tank** that is closed, abandoned in place or removed prior to the inception of the **Policy Period**, in accordance with all applicable Federal, State, Local or Provincial regulations;
- b. an **Underground Storage Tank** that is identified in the Your Location Schedule endorsed onto this Policy;
- c. an **Underground Storage Tank**, the existence of which, is unknown by a **Responsible Insured** as of the inception of the **Policy Period**;
- d. any flow-through process tank, including oil/water separator; or
- e. storage tank(s) situated in a man-made underground area (such as a basement, cellar, mine shaft or tunnel) if the storage tank is situated upon or above the surface of the floor.

SECTION V - LIMITS OF LIABILITY AND SELF-INSURED RETENTION AMOUNT

A. Aggregate Limits of Liability

1. The Policy Aggregate Limit of Liability set forth in Item (3) of the Declarations is the most we shall pay for the sum of all **Professional Loss, Rectification Expense, Protective Loss, Pollution Loss, Emergency Remediation Expense, Pollution Protective Loss**, and any other amounts for which insurance is afforded under SECTION I - INSURING AGREEMENTS of this Policy, regardless of the number of **Claim(s)**.
2. The Aggregate Limit of Liability for A. Professional Coverages, set forth in Item (4) A. Professional Coverages of the Declarations is the most we shall pay for the sum of all **Professional Loss**,

Rectification Expense, Protective Loss, and any other amounts for which insurance is afforded under SECTION I - INSURING AGREEMENTS, A. Professional Coverages of this Policy, regardless of the number of **Claim(s)**.

3. The Aggregate Limit of Liability for B. Pollution Coverages, set forth in Item (4) B. Pollution Coverages of the Declarations is the most we shall pay for the sum of all **Pollution Loss, Emergency Remediation Expense, Pollution Protective Loss**, and any other amounts for which insurance is afforded under SECTION I - INSURING AGREEMENTS, B. Pollution Coverages of this Policy, regardless of the number of **Pollution Condition(s) or Claim(s)**.

B. Limits of Liability

1. Subject to the Aggregate Limit of Liability for A. Professional Coverages, set forth in Item (4) A. Professional Coverages of the Declarations, the Limit of Liability for each negligent act, error or omission for each coverage set forth in Item (4) A. Professional Coverages of the Declarations is the most we shall pay for all **Professional Loss, Rectification Expense and Protective Loss** based upon or arising out of a single negligent act, error or omission for which, insurance is afforded under SECTION I - INSURING AGREEMENTS, A. Professional Coverages of this Policy.
2. Subject to the Aggregate Limit of Liability for B. Pollution Coverages, set forth in Item (4) B. Pollution Coverages of the Declarations, the Limit of Liability for each **Pollution Condition** for each coverage set forth in Item (4) B. Pollution Coverages of the Declarations is the most we shall pay for all **Pollution Loss, Emergency Remediation Expense and Pollution Protective Loss** based upon or arising out of the same, related, repeated or continuous **Pollution Condition** for which, insurance is afforded under SECTION I - INSURING AGREEMENTS, B. Pollution Coverages of this Policy.

C. Legal Expense in Addition to the Limits of Liability

1. Professional Liability

Solely with respect to SECTION I - INSURING AGREEMENTS, A.1. Professional Liability Coverage, once the applicable Self-Insured Retention Amount has been satisfied, **Legal Expense** shall not begin to reduce the Limits of Liability set forth in Item (3) or Item (4) A. Professional Coverages Aggregate Limit of Liability of the Declarations, until we have incurred, on behalf of one or more **Insureds**, the **Legal Expense** Aggregate Limit of Liability, if any, set forth in Item (4) A. of the Declarations. Once we have incurred the Item (4) A. **Legal Expense** Aggregate Limit of Liability, **Legal Expense** applies to and reduces each applicable Limit of Liability set forth in Item (3) and Item (4) A. Professional Coverages Aggregate Limit of Liability of the Declarations.

2. Pollution Liability

Solely with respect to SECTION I - INSURING AGREEMENTS, B.1. Job Site Coverage, B.2. Transportation Coverage, B.5. Non-Owned Disposal Site Coverage and B.6. Your Location Coverage, once the applicable Self-Insured Retention Amount has been satisfied, **Legal Expense** shall not begin to reduce the Limits of Liability set forth in Item (3) and Item (4) B. Pollution Coverages Aggregate Limit of Liability of the Declarations until we have incurred, on behalf of one or more **Insureds**, the **Legal Expense** Aggregate Limit of Liability, if any, set forth in Item (4) B. of the Declarations. Once we have incurred the Item (4) B. **Legal Expense** Aggregate Limit of Liability, **Legal Expense** applies to and reduces each applicable Limit of Liability set forth in Item (3) and Item (4) B. Pollution Coverages Aggregate Limit of Liability of the Declarations.

D. Self-Insured Retention Amount

1. The Self-Insured Retention Amount must first be satisfied by payments by you that have been made with our prior written consent (such consent shall not be unreasonable withheld), or by covered **Emergency Remediation Expense**, before we have any obligation to pay any amounts under this Policy. The Self-Insured Retention Amount must be paid by you and be uninsured and cannot be

satisfied by payments made under another insurance policy. In the event that you or the person or entity designated by the **First Named Insured** does not satisfy the Self-Insured Retention Amount, the **First Named Insured** is responsible for the Self-Insured Retention Amount obligation.

2. Subject to the Limits of Liability set forth in Item (3) and Item (4) A. Professional Coverages of the Declarations, we are liable only for that portion of **Professional Loss** and **Rectification Expense** under SECTION I - INSURING AGREEMENTS, A. Professional Coverages, of this Policy in excess of the Self-Insured Retention Amount for each negligent act, error or omission, if any, set forth in Item (4) A. Professional Coverages of the Declarations for each such coverage.
3. Subject to the Limits of Liability set forth in Item (3) and Item (4) B. Pollution Coverages of the Declarations, we are liable only for that portion of **Pollution Loss** and **Emergency Remediation Expense** under SECTION I - INSURING AGREEMENTS, B. Pollution Coverages, of this Policy in excess of the Self-Insured Retention Amount for each Pollution Condition, if any, set forth in Item (4) B. Pollution Coverages of the Declarations for each such coverage.
4. **Legal Expense** applies to and reduces each applicable Self-Insured Retention Amount set forth in Item (4) A. Professional Coverages and Item (4) B. Pollution Coverages, and the **Legal Expense** Aggregate Limit of Liability, if any, set forth in Item (4) A. and Item (4) B. of the Declarations.
5. When a written agreement executed prior to the negligent act, error or omission in **Professional Services** or discovery of a **Pollution Condition**, specifies a Self-Insured Retention Amount less than the Self-Insured Retention Amount for the applicable coverage(s) stated in Item (4) of the Declarations, then the Self-Insured Retention Amount applicable to such coverage shall be the lesser amount required by that written agreement, provided that:
 - a. you promptly reimburse us for the amount of the difference between the Self-Insured Retention Amount required by written agreement and the Self-Insured Retention Amount for the applicable coverage(s) stated in Item (4) of the Declarations; and
 - b. you indemnify us for any loss, cost, expense or attorney's fees and costs incurred by us in enforcing our rights herein.
6. If you mutually agree with us to use **Mediation** to resolve a **Claim** and the **Claim** is subsequently resolved as a direct consequence of **Mediation**, the Self-Insured Retention Amount applicable to said **Claim** shall be reduced by fifty percent (50%), subject to a maximum reduction of no more than \$25,000. In the event you owe any portion of the Self-Insured Retention Amount, it shall be paid to us within thirty (30) days following receipt of the executed, full and final release of the **Claim**.

E. Multiple Insureds and Multiple Related Claims

1. The number of **Insureds** covered by this Policy shall not operate to increase either any Limits of Liability or **Legal Expense** set forth in Item (3) or Item (4) of the Declarations, or as set forth in SECTION II - SUPPLEMENTAL COVERAGES, notwithstanding any other provisions of this Policy.
2. Multiple **Claim(s)** against one or multiple **Insureds**, **Rectification Expense** indemnified for one or multiple **Insureds**, or **Protective Claim(s)** made by one or multiple **Insureds**, for **Professional Loss**, **Rectification Expense** or **Protective Loss**, incurred over one or more **Policy Period(s)** and based upon or arising out of the same, related, repeated or continuous negligent act, error or omission shall be treated as a single **Claim**, subject to:
 - a. a single Limit of Liability;
 - b. a single Self-Insured Retention Amount; and
 - c. shall not operate to increase any Limits of Liability or **Legal Expense** set forth in Item (3) or Item (4) of the Declarations.

All such **Claim(s)**, **Rectification Expense** or **Protective Claim(s)**, whenever made, shall be considered first made on the date the earliest such **Claim**, **Rectification Expense** or **Protective Claim** was first made, or incurred and only a policy providing coverage for the earliest **Claim(s)**, incurred **Rectification Expense** or **Protective Claim(s)** shall afford coverage.

If more than one coverage applies to the whole or a part of any **Claim(s)**, **Rectification Expense** or **Protective Claim(s)** treated as a single **Claim** pursuant to this section, then the each negligent act, error or omission Limit of Liability for the entirety of that single **Claim** and the applicable Self-Insured Retention Amount for that single **Claim** shall be those set forth in Items (4) A.1. Professional Liability Coverage, A.2. Rectification Expense Coverage, or A.3. Protective Loss Coverage of the Declarations for the applicable coverage with the largest each negligent act, error or omission Limit of Liability and Self-Insured Retention Amount.

If more than one applicable coverage has the same each negligent act, error or omission Limit of Liability, but have different Self-Insured Retention Amounts, then the largest Self-Insured Retention Amount shall apply to that single **Claim**.

3. Multiple **Claim(s)** against one or multiple **Insureds**, **Emergency Remediation Expense** indemnified for one or multiple **Insureds**, or **Pollution Protective Claim(s)** made by one or multiple **Insureds**, for **Pollution Loss**, **Emergency Remediation Expense** or **Pollution Protective Claim(s)**, over one or more **Policy Period(s)** and arising out of the same, related, repeated or continuous **Pollution Condition** shall be treated as a single **Claim**, subject to:
- a. a single Limit of Liability;
 - b. a single Self-Insured Retention Amount; and
 - c. shall not operate to increase any Limits of Liability or **Legal Expense** set forth in Item (3) or Item (4) of the Declarations.

All such **Claim(s)**, **Emergency Remediation Expense** or **Pollution Protective Claim(s)**, whenever made, shall be considered first made on the date the earliest such **Claim(s)**, **Emergency Remediation Expense** or **Pollution Protective Claim(s)** was first made and only the policy providing coverage for the earliest **Claim(s)**, **Emergency Remediation Expense** or **Pollution Protective Claim(s)** shall afford coverage.

If more than one coverage applies to the whole or a part of a **Claim(s)**, **Pollution Protective Claim(s)** or **Emergency Remediation Expense** treated as a single **Claim** pursuant to this section, then the each **Pollution Condition** Limit of Liability for the entirety of that single **Claim** and the applicable Self-Insured Retention Amount for that single **Claim** shall be those set forth in Items (4) B.1. Job Site Coverage, B.2. Transportation Coverage, B.3. Emergency Remediation Expense, B.4. Pollution Protective Loss Coverage, B.5. Non-Owned Disposal Site Coverage, and B.6. Your Location Coverage of the Declarations for the applicable coverage with the highest each **Pollution Condition** Limit of Liability.

If more than one applicable coverage has the same each **Pollution Condition** Limit of Liability, but has different Self-Insured Retention Amounts, then the highest Self-Insured Retention Amount shall apply to that single **Claim**.

F. Exhaustion of Applicable Limit of Liability

Once any applicable Limit of Liability set forth in Item (3) or Item (4) of the Declarations, or set forth in SECTION II - SUPPLEMENTAL COVERAGES, has been exhausted, we have no obligation to:

1. defend or continue to defend any **Claim** by paying **Legal Expense** under that applicable Limit of Liability; or

2. pay any **Professional Loss, Rectification Expense, Protective Loss, Pollution Loss, Emergency Remediation Expense, Pollution Protective Loss**, SECTION II - SUPPLEMENTAL COVERAGES, or any other amounts under that applicable Limit of Liability.

G. Insurance Under Multiple Policies

1. Notwithstanding anything to the contrary in this Policy or any other policy issued by us or an entity affiliated with us, under no circumstances shall more than one policy issued to you by us or an entity affiliated with us apply to any **Professional Loss, Rectification Expense, Protective Loss, Pollution Loss, Emergency Remediation Expense** or **Pollution Protective Loss** that:
 - a. arise(s) out of the same, related, repeated or continuous act(s), error(s) or omission(s) in rendering or failing to render **Professional Services** or **Design Professional Services**; or
 - b. arise(s) out of the same, related, repeated or continuous **Pollution Condition(s)**; or
 - c. arise(s) out of **Bodily Injury, Property Damage** or other injury, damage or loss that occurs or continues through more than one policy period of two or more policies (including this Policy) issued by us or an entity affiliated with us.

2. If the **Bodily Injury, Property Damage** or other injury, damage or loss arises out of a **Pollution Condition(s)**, then the only policy that shall respond to any resulting **Professional Loss, Rectification Expense, Protective Loss, Pollution Loss, Emergency Remediation Expense** or **Pollution Protective Loss** is the first policy in effect when the first exposure to the **Pollution Condition(s)** occurs.

However, if the date of the first exposure to the **Pollution Condition(s)**:

- a. occurs prior to the first day of the policy period of the first policy issued by us or an entity affiliated with us, or
- b. cannot be determined,

then the first exposure to the **Pollution Condition(s)** shall be deemed to have occurred only on the first day of the policy period of the first policy issued by us or an entity affiliated with us.

3. If the **Bodily Injury, Property Damage** or other injury, damage or loss arises out of something other than a **Pollution Condition**, then the only policy that shall respond is the policy in effect when the actual or alleged negligent act(s), error(s) or omission(s) in rendering or failing to render **Professional Services** or **Design Professional Services** was first reported to us or an entity affiliated with us.

SECTION VI – OPTIONAL EXTENDED REPORTING PERIOD

SECTION VI – OPTIONAL EXTENDED REPORTING PERIOD only applies to insurance afforded by this Policy under SECTION I - INSURING AGREEMENTS, A.1. Professional Liability Coverage, A.3. Protective Loss Coverage, B.1. Job Site Coverage, B.2. Transportation Coverage, B.4. Pollution Protective Loss Coverage, B.5. Non-Owned Disposal Site Coverage, and B.6. Your Location Coverage.

In the event of non-renewal or cancellation of this Policy by the **First Named Insured**, the **First Named Insured** may purchase an Optional Extended Reporting Period of up to three (3) consecutive three-hundred and sixty-five (365) day periods, subject to the following terms, conditions and exceptions:

1. The Optional Extended Reporting Period becomes effective upon payment of an additional premium. Regardless of the period purchased for the Optional Extended Reporting Period, the additional premium will

be not more than one hundred percent (100%) of the total premium of this Policy. The Optional Extended Reporting Period commences on the last day of the **Policy Period** and becomes effective for up to three (3) consecutive three-hundred and sixty-five (365) day periods. The ninety (90) days of additional reporting, if applicable, will be merged into the Optional Extended Reporting Period and is not in addition to the Optional Extended Reporting Period.

2. The **First Named Insured** must request the purchase of the Optional Extended Reporting Period in writing to us within thirty (30) days following the termination of this Policy and pay the premium to us promptly when due.
3. If purchased, the Optional Extended Reporting Period shall apply to:
 - a. a **Claim, Protective Claim** or **Pollution Protective Claim** first made against you or by you, as applicable, during the **Policy Period** and reported to us, in writing, during the Optional Extended Reporting Period and otherwise covered under this Policy; or
 - b. a **Claim, Protective Claim** or **Pollution Protective Claim** first made against you or by you, as applicable, and reported to us, in writing, during the Optional Extended Reporting Period and otherwise covered under this Policy. In this case, the **Claim, Protective Claim** or **Pollution Protective Claim** shall be deemed to have been made against you or by you, as applicable, on the last day of the **Policy Period**.
4. Solely with respect to SECTION I – INSURING AGREEMENTS, B.6. Your Location Coverage, if purchased, the Optional Extended Reporting Period does not apply where a **Pollution Condition** is first discovered by you after the **Policy Period**.
5. The **First Named Insured** shall not have the right to purchase the Optional Extended Reporting Period where:
 - a. this Policy is terminated for fraud or cancelled on any ground set forth in Subsections 2.a., 2.b. and 2.c. of SECTION VIII - CONDITIONS, D. Cancellation; or
 - b. you have obtained other replacement insurance from an entity other than us or our affiliate which is effective after the **Policy Period**, regardless of whether the coverage afforded under such replacement insurance is identical to the coverage afforded under this Policy.
6. The Optional Extended Reporting Period granted hereunder shall be subject to all the terms and conditions of this Policy and shall only apply to **Claim(s), Protective Claim(s)** or **Pollution Protective Claim(s)** based upon or arising out of the performance of **Professional Services, Design Professional Services, Contracting Services** or **Subcontractor Services** prior to the cancellation or non-renewal of this Policy, and that are otherwise covered under this Policy.
7. The Optional Extended Reporting Period shall be non-cancellable except for fraud or for any ground set forth in Subsections 2.a., 2.b., and 2.c. of SECTION VIII – CONDITIONS, D. Cancellation. At the commencement of the Optional Extended Reporting Period, the entire premium shall be considered one hundred percent (100%) fully earned.
8. The Limits of Liability applicable to the Optional Extended Reporting Period shall be the Limits of Liability remaining under this Policy.
9. The quotation of different terms and conditions by us and the **First Named Insured's** choice not to accept those quoted terms and conditions shall not be construed as non-renewal of this Policy.

SECTION VII - REPORTING, DEFENSE, SETTLEMENT AND COOPERATION

A. Admission of Liability and Recommended Settlement

As a condition precedent to the coverage hereunder:

You shall not admit liability with respect to any **Claim** without our prior written consent.

If we recommend a settlement of a **Claim**:

1. for an amount within the Self-Insured Retention Amount, and you refuse to settle for such recommended amount, we shall not be liable for any **Professional Loss, Pollution Loss**, and any other coverage afforded by endorsement; or
2. for a total amount in excess of the Self-Insured Retention Amount, and you refuse to settle for such recommended amount, our liability for **Professional Loss, Pollution Loss**, and any other coverage afforded by endorsement, shall be limited to that portion of such recommended amount, plus the **Legal Expense** incurred as of the date we recommended such settlement amount, which exceeds the Self-Insured Retention Amount, but falls at or within the Limits of Liability.

B. Circumstance Reporting

If during the **Policy Period**, the **Named Insured** first becomes aware of an actual or alleged negligent act, error or omission in **Professional Services** or a **Pollution Condition**, that the **Named Insured** reasonably believes may result in a **Claim** (hereafter referred to as a "Circumstance") that this Policy may apply, the **Named Insured** may provide written notice, of the actual or alleged negligent act, error omission in **Professional Services** or the **Pollution Condition**, to us during the **Policy Period**.

Any such Circumstance that subsequently becomes a **Claim** made against the **Named Insured** and reported to us, in writing, shall be considered to have been first made and reported during the **Policy Period** and shall be subject to all of the terms and conditions of this Policy.

As a condition precedent to the rights afforded to the **Named Insured** under this Subsection B., such written notice to us of a Circumstance shall contain all of the following information:

1. the date and details of all actual and alleged negligent acts, errors or omissions in **Professional Services** that took place, along with the specific nature, date and extent of any injury or damage that has been sustained;
2. the date and details of the **Pollution Condition** and the **Contracting Services** that may have caused such condition;
3. copies of any agreements that have been entered into by the **Named Insured** that are related to the **Professional Services** or **Contracting Services**; and
4. details explaining how the **Named Insured** first became aware of the Circumstance.

We shall determine, in our sole discretion, whether the **Named Insured's** written notice satisfies the condition precedent above.

C. Defense

We have the right and the duty to defend any **Claim** you seeking **Professional Loss** or **Pollution Loss** to which this insurance applies, subject to satisfaction of the Self-Insured Retention Amount, even if any of the allegations are groundless, false or fraudulent. We shall have the right, but not the duty to defend you against any **Claim** for **Professional Loss** or **Pollution Loss** where the Self-Insured Retention Amount has not yet been satisfied. We shall also have the right to select counsel to defend you in connection with any **Claim** or **Pollution Condition** covered under this Policy. If we exercise such rights set forth above, you must promptly reimburse us for any payments made by us within the Self-Insured Retention Amount, if any. However, we have no duty to defend any **Claim** to which this insurance does not apply.

D. Duties

As a condition precedent to the coverage hereunder:

1. You must notify us of each of the following, as soon as practicable:
 - a. a **Claim, Protective Claim or Pollution Protective Claim**;
 - b. **Bodily Injury or Property Damage** that may result in a **Claim, Protective Claim or Pollution Protective Claim**;
 - c. an act, error or omission in **Professional Services** that may result in a **Claim, Rectification Expense or Protective Claim**;
 - d. a **Pollution Condition**; and
 - e. **Remediation Expense**.
2. You must forward to us or to any of our authorized agents all demands, notices, summonses, legal papers or orders received by you or your representative as soon as practicable.
3. You must provide to us, whether orally or in writing, notice of the particulars including the time, place and circumstances of the **Claim**, act, error or omission in **Professional Services** or **Design Professional Services, Protective Claim, Pollution Condition, Pollution Protective Claim, Bodily Injury, Property Damage or Remediation Expense**, along with the names and addresses of any injured persons and witnesses. In the event of oral notice, you must furnish to us a written notice of such particulars as soon as practicable.

Notice, whether orally or in writing, must be provided to us when a **Protective Claim or Pollution Protective Claim** is initiated.
4. You must cooperate with us with respect to any coverage sought under this Policy. Upon our request, you shall submit to examination under oath by a representative of us.
5. You shall attend hearings, depositions and trials and assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses and otherwise cooperate in the investigation or defense of a **Claim**, and the maintenance and pursuit of, and recovery of monies in connection with the **Protective Claim and Pollution Protective Claim**. You must further cooperate with us and do whatever is necessary to secure and affect any rights of indemnity, contribution, apportionment or subrogation that you or we may have.

SECTION VIII - CONDITIONS

A. Action Against Us

No action by a third-party to this Policy shall lie against us unless, as a condition precedent thereto:

1. you have fully complied with all of the terms of this Policy; and
2. the amount you are obligated to pay has been finally determined either by judgment against you after actual trial or by your written agreement, the claimant and us.

Any person or entity that has secured such judgment or entered into such written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or entity shall have any right under this Policy to join us as a party to any action against you to determine your liability, nor shall we be brought into such action by you or your legal representative.

B. Assignment

This Policy cannot be assigned without our prior written consent. Such consent shall not be unreasonably withheld or delayed.

C. Bankruptcy or Insolvency

Your bankruptcy or insolvency, or of your estate, shall not relieve us of any of our obligations under this Policy.

D. Cancellation

The following with regards to cancellation apply to this Policy:

1. Cancellation by the First Named Insured:

This Policy may be cancelled by the **First Named Insured** by mailing to us written notice stating when thereafter the cancellation shall be effective. The mailing of such notice must be sent by certified mail, return receipt requested or by electronic mail. The effective date and time of cancellation stated in the written notice shall become the end of the **Policy Period**.

The Minimum Earned Premium for this Policy shall be the percentage stated in Item (7) of the Declarations of the total premium for this Policy. This means that such percentage of the total premium for this Policy is fully earned by us on the inception of the **Policy Period**. The **First Named Insured** is not entitled to any return of the Minimum Earned Premium upon cancellation.

If the Minimum Earned Premium is less than one hundred percent (100%) of the total premium for this Policy, and the **First Named Insured** cancels this Policy, then the amount of premium returnable after the minimum premium earned is retained by us shall be computed in accordance with the customary short-rate table and procedure.

2. Cancellation by Us:

This Policy may be cancelled by us by mailing to the **First Named Insured** at the address shown in Item (1) of the Declarations, written notice stating when not less than ninety (90) days thereafter [or fifteen (15) days for non-payment of premium] such cancellation shall be effective. The mailing of such notice shall be sufficient proof of notice of cancellation. The effective date and time of cancellation stated in the written notice shall become the end of the **Policy Period**.

We may cancel this Policy at any time, but only for the following reasons:

- a. you made a material misrepresentation that affects our assessment of the risks insured by this Policy;
- b. you breached or failed to comply with Policy terms, conditions, contractual duties or any of your obligations under this Policy or at law; or
- c. you failed to pay the premium or the Self-Insured Retention Amount.

If we cancel this Policy for reasons set forth in Subsections D.2.a. or D.2.b. referenced directly above, then the amount of premium returnable to the **First Named Insured** is computed on a pro-rata basis. If we cancel the Policy for reasons set forth in Subsection D.2.c. above, there shall be no return premium.

In the event of cancellation by us from any ground referred to in Subsection D.2.b. referenced directly above, you shall have ninety (90) days from the date of notice of cancellation to remedy each breach

and each failure that is a ground for cancellation, but only as to each and every breach and failure that are capable of being remedied. If your remedial efforts are completed within such ninety (90) day period and are satisfactory to us, we shall rescind the Notice of Cancellation with a written confirmation to the **First Named Insured**.

3. The following provisions also apply to Subsections D.1. and D.2. above:

- a. The premium adjustment shall occur as soon as practicable after cancellation becomes effective however, payment of unearned premium is not a condition of our cancellation.
- b. If a **Claim** for **Professional Loss** or **Pollution Loss** is made, a **Pollution Condition** is discovered, a **Protective Claim** or **Protective Pollution Claim** is made by you against a **Design Professional** or **Subcontractor**, or coverage is otherwise requested from us by you, during the **Policy Period**, within ninety (90) days of the end of the **Policy Period**, or the Optional Extended Reporting Period, then the premium shall be considered one hundred percent (100%) earned, and the **First Named Insured** is not entitled to any return of premium upon cancellation.
- c. If this Policy is terminated for fraud, misrepresentation or non-payment of premium, the ninety (90) days of additional reporting will not apply.

E. Changes

Notice to any agent or knowledge possessed by any agent or by any other person shall not constitute a waiver or a change in any part of this Policy or estop us from asserting any right under the terms of this Policy. The terms and conditions of this Policy cannot be waived or changed, except by endorsement issued by us to form a part of this Policy.

F. Choice of Law and Jurisdiction and Venue

All matters arising from or related to this Policy, including without limitation questions related to the validity, interpretation, performance, and enforcement of this Policy, and all forms of contractual, tort and statutory claims, shall be determined in accordance with the law and practice of the State of New York (notwithstanding New York's conflicts of law rules).

It is agreed that, in the event of any dispute arising from or related to this Policy, including without limitation questions related to the validity, interpretation, performance, and enforcement of this Policy, and all forms of contractual, tort and statutory claims, we and the **Insured** will submit to the jurisdiction of any court (state or federal) in New York and will comply with all the requirements necessary to give such court jurisdiction. Nothing in this clause constitutes or should be understood to constitute a waiver of the right of us or the **Insured** to remove an action to the United States District Court, regardless of the jurisdiction in which, an action is commenced.

G. Declarations and Representations

By acceptance of this Policy, you agree that:

1. the statements, declarations and information contained in the Application for this Policy are true, correct and complete;
2. all such statements, declarations and information are material to our underwriting of this Policy;
3. this Policy has been issued by us in reliance upon the truth, correctness and completeness of such statements, declarations and information, and
4. the Application for this Policy, including all statements, declarations and information submitted to us as part of the Application process, is incorporated in and made part of this Policy.

H. Design Professional's Insurance

You shall require that each **Design Professional**, with whom you enter into a written agreement, carry professional liability insurance.

I. Headings

The descriptions in the headings of this Policy are solely for convenience and form no part of the terms and conditions of this Policy.

J. Inspection and Audit

We shall be permitted, but not obligated, to examine, audit, monitor and inspect on a continuing basis any of your books, records, services, properties and activities at any time, as far as they relate to the subject matter of this Policy.

Neither our right to examine, audit, monitor and make inspections, or the actual undertaking thereof, or any report thereon, neither constitutes an undertaking to determine or warrant that property or operations are safe, healthful, or conform to acceptable engineering practice, or are in compliance with any law, rule or regulation. Any inspections shall be coordinated through the broker or agent of the **First Named Insured**.

K. Other Insurance

Unless expressly stated to the contrary, this Policy is excess over the Self-Insured Retention Amount and any other valid and collectible insurance whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written specifically excess of this Policy by reference in such other policy to this Policy Number in this Policy's Declarations. When any other insurance has a duty to defend a **Claim**, we shall have no duty to defend the **Claim**; if the other insurance does not defend the **Claim**, we shall have the right, but not the duty to defend the **Claim**.

With regard to SECTION I - INSURING AGREEMENTS, B. Pollution Coverages, when you are required by written agreement, executed prior to the first commencement of the **Pollution Condition**, to include any person or entity as an additional **Insured**, such coverage shall be provided on a primary and non-contributory basis to the extent required by the written agreement.

L. Severability

Except with respect to the Limits of Liability and the Self-Insured Retention Amount, 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 a **Claim** is made.

Any misrepresentation, act or omission that is in violation of a duty, term or condition under this Policy by one **Insured** shall not by itself affect coverage for another **Insured** under this Policy. However, this exception shall not apply to the **Insured** who is a parent, subsidiary or affiliate of the **Insured** which committed the misrepresentation, act or omission referenced above.

M. Sole Agent

The **First Named Insured** shall act on behalf of all **Insureds** for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, giving and receiving notice of cancellation or non-renewal and the exercise of the rights provided in SECTION VI – OPTIONAL EXTENDED REPORTING PERIOD.

N. Subrogation and Recoupment

In the event of any payment under this Policy, we shall have the right to seek recoupment against you in the event we determine no coverage exists and/or be subrogated to all of your rights of recovery against any person or entity and you will execute and deliver instruments and papers and do whatever else is necessary to secure such rights.

Any recovery as a result of subrogation proceedings under this Policy shall accrue first to you to the extent of your payments in excess of the Limits of Liability of this Policy; then to us to the extent of our payment under this Policy; and then to you to the extent of your payment of the Self-Insured Retention Amount. Expenses incurred in such subrogation proceedings shall be apportioned among the interested parties in the recovery in the proportion that each interested party's share in the recovery bears to the total recovery amount.

We shall have priority in any recovery, and any amounts recovered in excess of our total payment and the cost of recovery shall be paid to you. You shall do nothing at any time to prejudice our subrogation rights.

However, we waive our right of recovery against any person or entity, except for a **Design Professional** or **Subcontractor**, including **Subcontractors** and subconsultants, as referenced in SECTION I – INSURING AGREEMENTS, A.3. Protective Loss Coverage and B.4. Pollution Protective Loss Coverage, if and to the extent you agreed to waive your right of recovery against such person or entity in a written agreement signed by the **Named Insured** prior to:

1. the negligent act, error or omission in **Professional Services** out of which the **Claim** or request for **Rectification Expense** arises under SECTION I - INSURING AGREEMENTS, A. Professional Coverages; or
2. the first commencement of a **Pollution Condition** out of which the **Claim** or request for **Emergency Remediation Expense** or **Pollution Loss** arises under SECTION I - INSURING AGREEMENTS, B. Pollution Coverages.

O. Territory

This Policy applies to **Professional Services** and **Contracting Services** rendered worldwide, provided that the **Claim**, **Protective Claim** or **Pollution Protective Claim** is first brought, and at all times maintained, within the United States, its territories and possessions, or in Canada.

This Policy does not apply to any **Claim**, **Protective Claim** or **Pollution Protective Claim** for which, payment would be in violation of the laws of the United States including, but not limited to, United States economic or trade sanction laws or export control laws administered by the United States Treasury, State, and Commerce Departments, such as the economic and trade sanctions administered by the United States Treasury Office of Foreign Assets Control.



FOLLOW FORM COMMERCIAL EXCESS LIABILITY POLICY

In consideration of the payment of the premium and in reliance upon the application, underwriting information provided by the Named Insured listed in the Declarations (hereinafter referred to as "Named Insured", "You" and "Your") to the Insurer (hereinafter referred to as "We", "Us" and "Our"), We agree to provide You with the coverage under this policy as follows:

I. INSURING AGREEMENT

Subject to all of the terms, conditions and limitations of this policy, including endorsements hereto, We shall pay on behalf of the **Insured Loss** in excess of the **Underlying Limits**. This policy shall follow form to the terms, conditions and limitations of the **Followed Policy** (as noted in the Declarations), except as provided herein or in any endorsement hereto.

II. POLICY DEFINITIONS

- A. Insured** means any natural person or entity designated as such in the **Underlying Insurance**.
- B. Loss** means those amounts actually paid in the settlement or satisfaction of a claim for injury or damage covered under the **Followed Policy**, the **Underlying Insurance** and this policy, which You are legally obligated to pay as damages, after making proper deductions for all recoveries and salvage.
- C. Underlying Insurance** means the **Followed Policy** and any policy(ies) referenced in Item 5 of the Declarations, as well as all applicable policies and other forms of insurance or self insurance, regardless of whether such underlying is scheduled in Item 5 of the Declarations, applicable to a given loss, claim or occurrence.
- D. Underlying Limits** means the sum of the limits of liability of the **Underlying Insurance** plus any applicable retentions or deductibles under such **Underlying Insurance** as well as any insurance, retentions or deductibles applicable to a given loss, claim or occurrence, regardless of whether such is scheduled in Item 5 of the Declarations.

III. LIMIT AND PAYMENTS

- A.** After any combination of You and all insurers constituting the **Underlying Insurance** shall have paid as **Loss** the full amount of the **Underlying Limits**, including those amounts not paid by **Underlying Insurance** in the event the Underlying Insurance provides more restrictive coverage than the **Followed Policy** or this policy, then We shall be liable to pay only such **Loss** up to the applicable Limits of Liability set forth in Item 3 of the Declarations.
- B.** In the event of the reduction or exhaustion of the aggregate limits of liability in the **Underlying Insurance** by reason of **Loss** paid thereunder, this policy shall (1) in the event of reduction, continue in force in excess of the remaining amount of **Underlying Insurance**; or (2) in the event of exhaustion, continue in force as primary insurance, subject to all terms, conditions and limitations of this policy, including endorsements hereto; provided that in the event of this policy becoming primary insurance, it shall only pay excess of the applicable retention or deductible amount set forth herein and in the **Underlying Insurance**, which shall be applied to any subsequent loss, claim or occurrence. Notice of reduction or exhaustion of any **Underlying Limits** shall be given to Us promptly upon such reduction or exhaustion.
- C.** If the limits of liability of the **Underlying Insurance** are reduced by the payment of defense costs in accordance with the terms of such policies, any payments for defense costs We pay will reduce the applicable Limits of Liability under this policy in the same manner.
- D.** The stated Each Occurrence Limit of Liability as set forth in Item 3 of the Declarations is the maximum amount which We shall pay for all **Loss** arising out of any one occurrence to which this policy applies.



The stated Policy Aggregate Limit of Liability as set forth in Item 3 of the Declarations is the maximum amount which We shall pay for all **Loss** that is subject to an aggregate limit provided by the **Followed Policy** and shall apply in the same manner as the **Followed Policy**. Subject to the terms, conditions and limitations of this section, the applicable Limits of Liability set forth in Item 3 of the Declarations are the maximum amounts We will pay under this insurance regardless of the number of **Insureds**, number of occurrences, number of claims brought, or number of claimants or vehicles involved.

IV. MAINTENANCE OF UNDERLYING & OTHER INSURANCE

- A. You shall give Us notice in writing as soon as practicable after any changes are made to the **Followed Policy**, including but not limited to changes to expand or broaden the coverage provided thereunder or to reduce the limits of liability; provided however, such changes shall only be effective with respect to and apply to this policy if accepted in writing by Us. Except as provided by endorsement to this policy, the coverage provided under this policy will not be broader than the applicable **Followed Policy**.
- B. The **Underlying Insurance** shall be maintained in full effect while this policy is in force, except for any reduction of the aggregate limits contained therein as provided for in Section III. B. above, and such maintenance shall be a condition precedent to the attachment of Our liability under this policy. To the extent that any **Underlying Insurance** are not maintained in full effect while this policy is in force, You shall be deemed to be self-insured and fully responsible for the amount of the limit of liability of the **Underlying Insurance**, that is not so maintained and shall retain any **Loss** for the amount of the limit of liability which You failed to maintain.
- C. If other insurance applies to a loss, claim or occurrence that is also covered by this policy, this policy will apply excess of such other insurance. However, this provision will not apply if the other insurance is specifically written to be excess of this policy. Other insurance includes any type of self-insurance or other mechanism by which any **Insured** arranges for funding of legal liabilities.

V. CLAIM AND OTHER NOTICES

- A. Written notice of any loss, claim or occurrence shall be given to Us in the same manner and at the same time as given to the insurers of the **Followed Policy** and shall be sent or delivered to Us at the address set forth in Item 7 of the Declarations.
- B. You must make certain that We are notified as soon as practicable of a loss, claim or occurrence which may result in a claim or suit which may involve this policy. If the **Underlying Insurance** is exhausted solely by payment of **Loss**, no **Insured** will, except at its own cost, voluntarily make any payment, assume any obligation, or incur any expense, other than for first aid, without Our prior written consent.
- C. We shall be given notice in writing as soon as practicable after the cancellation or non-renewal of any **Underlying Insurance**. Any changes in the **Insured** that would require notice under the **Underlying Insurance** shall be reported to Us in writing as soon as practicable, provided always that We shall not be bound by any such changes without Our prior written consent.

VI. CANCELLATION

- A. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering advance written notice of cancellation to Us. We may cancel this policy by mailing or delivering written notice of cancellation to the first Named Insured at least:
 - 1. 10 days before the effective date of cancellation if We cancel for nonpayment of premium; or
 - 2. 60 days before the effective date of cancellation if We cancel for any other reason.
- B. We will mail or deliver Our notice to the Named Insured's last mailing address known to Us. Notice of cancellation will state the effective date of cancellation.



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- C.** If this policy is cancelled, We will send the first Named Insured any premium refund due. If We cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if We have not made or offered a refund. If notice is mailed, proof of mailing will be sufficient proof of notice.

Endorsement Number: 8	Policy Number: XSL-00001HJ-04
Issued To: Smith Fire Systems, Inc.	Policy Period: 11/02/2025 to 11/02/2026
Issued By: Westfield Specialty Insurance Company	Effective Date of Endorsement: 11/02/2025

PRIMARY NON-CONTRIBUTORY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Follow Form Commercial Excess Liability Policy

In consideration of the premium charged, the following is added to Subsection C of Section IV. Maintenance of Underlying & Other Insurance:

When required by written contract or agreement, the insurance provided by the policy will not be excess of other insurance, other than the **Underlying Insurance**, and we will not seek contribution from any other insurance, provided the written contract or agreement is executed prior to the date of **Loss** for which coverage is sought.

Any terms contained herein not defined within this endorsement or this policy shall be defined as may be defined within the **Followed Policy**.

This endorsement does not change any other provision of the policy.

Endorsement Number: 14	Policy Number: XSL-00001HJ-04
Issued To: Smith Fire Systems, Inc.	Policy Period: 11/02/2025 to 11/02/2026
Issued By: Westfield Specialty Insurance Company	Effective Date of Endorsement: 11/02/2025

WAIVER OF SUBROGATION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Follow Form Commercial Excess Liability Policy

We waive our right of subrogation against any person or organization to whom or to which You are obligated, prior to any loss, by an **Insured Contract** to provide such a waiver, but only with respect to **Your Work, Your Product** or facilities owned, operated, or used by You.

Any terms contained herein not defined within this endorsement or this policy shall be defined as may be defined within the **Followed Policy**.

This endorsement does not change any other provision of the policy.