

COMMENTS/REMARKS

Contractor's Equipment:

Insurer F: Continental Casualty Company
Policy Number: 6081798037
Policy Term: 8/31/2022 to 8/31/2023
Limit - Maximum, Per Occurrence \$1,429,243
Limit - Equipment Owned - \$1,139,243
Limit - Equipment Leased/Rented From Others - \$100,000
Deductible - \$1,000

Excess Liability:

Insurer G: Allied World Assurance Co.
NAIC# 19489
Policy Number: 03135166
Policy Term: 8/31/2022 to 8/31/2023
Limit: Per Occurrence/Aggregate: \$5,000,000

The Automobile Coverage (Travelers Indemnity Company of CT, Policy #HC2E CAP 5H601993) placement was made by Biltmore Insurance Services. Ironwood Insurance Services (a Marsh & McLellan Agency) has only acted in the role of a consultant to the client with respect to this placement, which is indicated here for your convenience.

The Workers Compensation Coverage (Travelers Indemnity Company of America, Policy #UB-2P642905-22-51-K) placement was made by Biltmore Insurance Services. Ironwood Insurance Services (a Marsh & McLellan Agency) has only acted in the role of a consultant to the client with respect to this placement, which is indicated here for your convenience.



ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-2P642905-22-51-K

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

POLICY NUMBER: UB-2P642905-22-51-K

**NOTICE OF CANCELLATION
 TO DESIGNATED PERSONS OR ORGANIZATIONS**

The following is added to PART SIX – CONDITIONS :

Notice Of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

SCHEDULE

Name and Address of Designated Persons or Organizations:	Number of Days Notice
ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:	30

1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND

2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

ADDRESS: THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured	Policy No.	Endorsement No. Premium \$
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Insurance Company _____ Countersigned by _____

Misrepresentation or concealment by one insured shall not prejudice the interest or coverage for another insured under this Policy, except where such latter insured is a parent, subsidiary, or affiliate of the insured that committed such misrepresentation or concealment. For the purposes of this condition, an "affiliate" means an entity that directly or indirectly is controlled by, or is under common control with, the insured that committed such misrepresentation or concealment. Notwithstanding the forgoing, nothing stated herein shall preclude us from seeking and obtaining rescission of this Policy in the event of a material misrepresentation in the application for insurance. In addition, nothing stated herein shall operate to increase the limit(s) of liability provided hereunder.

16. Sole Agent

The **first named insured** shall act on behalf of all insureds for the payment of the Deductible, 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, and the exercise of the rights provided in section XXIV. EXTENDED REPORTING PERIODS.

17. Subrogation

In the event of any payments made pursuant to this Policy, we shall be subrogated to any insured's rights of recovery against any person, entity or organization. The insured shall execute and deliver instruments and papers and do whatever is necessary to secure and perfect such rights. No insured shall do anything to prejudice such rights.

Any recovery obtained as a result of subrogation, after such expenses incurred in the subrogation proceedings are deducted by us, shall accrue first to the insured to the extent of any payments in excess of the Limit of Liability; then us to the extent of any payments made under this Policy; and then to the insured to the extent of its Deductible.

However, solely with respect to Coverage Part 1 or Coverage Part 2, if the insured has waived rights of recovery against any person, entity or organization prior to a **loss or claim**, we waive any right to recovery we may have under the policy against such person, entity or organization.

18. Voluntary Payments

The insured shall not settle any **claim or suit** or, with the exception of **emergency expenses**, make any voluntary payments without our prior written consent. If we recommend a settlement, the insured shall have the opportunity to consent to it, such consent not to be unreasonably withheld or delayed. If we recommend a settlement that is acceptable to a claimant for a total amount in excess of the applicable Deductible and within the applicable Limits of Liability and the insured refuses to consent to such settlement, then our liability for **loss** shall be limited to that portion of the recommended settlement, and the **legal defense costs** incurred as of the date of the insured's refusal, which exceeds the Deductible and falls within the applicable Limit of Liability.

XXIV. EXTENDED REPORTING PERIODS

This section XXIV. applies to Coverages 2C, 2D and 3 only.

1. We will provide one or more Extended Reporting Periods, as described below, if this Policy is terminated for any of the following reasons:
 - a. Cancellation by us for any reason other than failure to pay a premium when due or fraud or material misrepresentation;

SCHEDULE OF FORMS AND ENDORSEMENTS

Forms and Endorsements applying to and made part of this policy at the time of issuance:

NUMBER	TITLE
FORMS APPLICABLE -	ENVIRONMENTAL POLLUTION & CASUALTY EXPOSURES (ENVIROPACE) POLICY DECLARATIONS
ENVCNR-0916	CANCELLATION
ENVNOTICE-0615	IMPORTANT POLICYHOLDER INFORMATION
EPACE001-0415	ENVIROPACE INSURANCE POLICY
EPACE100-0814	ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS-COMPLETED OPERATIONS
EPACE100A-0814	ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS-COMPLETED OPERATIONS
EPACE100B-0516	ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS-COMPLETED OPERATIONS
EPACE101-0814	ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS-SCHEDULED PERSON OR ORGANIZATION
EPACE101A-0814	ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS-SCHEDULED PERSON OR ORGANIZATION
EPACE101B-0516	ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS-SCHEDULED PERSON OR ORGANIZATION
EPACE104-0714	NAMED INSURED ENDORSEMENT
EPACE106-0714	NOTICE OF CANCELLATION BY US - CERTIFICATE HOLDER(S)
EPACE107-0714	PRIMARY AND NON-CONTRIBUTORY - OTHER INSURANCE CONDITION
EPACE108-0714	MINIMUM EARNED PREMIUM ENDORSEMENT
EPACE110-0714	AMENDED GENERAL AGGREGATE ENDORSEMENT
EPACE113-0714	WAIVER OF SUBROGATION FOR SPECIFIED PERSON, ENTITY OR ORGANIZATION
EPACE121-0714	AMENDED COVG 2D - POLLUTION LIAB FOR YOUR SITES (TIME ELEMENT COVG FOR SCHED SITES)
EPACE127-0714	SPECIFIED PROJECT(S) - EXCESS LIMITS OF LIABILITY
EPACE183-0216	ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION
EPACE186-0616	EXCLUSION - UNMANNED AIRCRAFT
EPACE196-1016	EXCLUSION-RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW
EPACE205-1119	EXCLUSION - CYBER INJURY, ELECTRONIC DATA, AND CONFIDENTIAL OR PERSONAL INFORMATION
EPACE221-0819	NOTICE OF NONRENEWAL/CANCELLATION BY US- CERTIFICATE HOLDER(S)
EPACE230-0520	EXCLUSION - COMMUNICABLE DISEASE, VIRUS OR BACTERIA
EPACEDEC-0121	ENVIRONMENTAL POLLUTION & CASUALTY EXPOSURES (ENVIROPACE) POLICY DECLARATIONS
EV165B-0121	TERRORISM EXCLUSION
ILP001-0104	U.S. TREASURY DEPT'S "OFAC" ADVISORY NOTICE TO POLICYHOLDERS
PRIVACYNOTICE-0820	NOTICE OF INSURANCE INFORMATION PRACTICES
SIGCIC-0817	SIGNATURE PAGE
U094-0415	SERVICE OF SUIT
U1027ENV-0120	EXCLUSION - VOLUNTARY PAYMENTS
T5387-0817	AMENDED EXCLUSION - UNMANNED AIRCRAFT
TRIANOTICE-0920	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED GENERAL AGGREGATE ENDORSEMENT

This endorsement modifies insurance provided under the following:

EnviroPACE Insurance Policy

- A. Section **XXI. LIMITS OF LIABILITY AND DEDUCTIBLE**, Paragraphs **1.**, **2.** and **3.** are deleted in their entirety and replaced with the following:

XXI. LIMITS OF LIABILITY AND DEDUCTIBLE

Regardless of the number of **claims**, **suits**, claimants or insureds, the following limits of liability apply:

1. Limits Applicable to Part 1 Coverages, Part 2 Coverages and Coverage 3

a. General Aggregate Limit and General Aggregate Cap

The General Aggregate Limit set forth in Item 3 of the Declarations is the most we will pay for all **loss** under all Part 1 Coverages, Part 2 Coverages and Coverage 3 except: (i) damages because of **bodily injury**, **property damage** or **environmental damage** included in the **products-completed operations hazard**, and (ii) **crisis management costs** that result from a **crisis management event** arising directly from **your product**.

- b.** Subject to Paragraph **1.c.** below, the General Aggregate Limit applies separately to: (i) **loss** covered under Coverages 1A and 1E arising from **occurrences** at any one **location** that you own or rent; and (ii) **loss** covered under Coverages 1A and 1E arising from your ongoing operations at any one **job site**.

- c.** Regardless of the number of **locations** or **job sites**, the General Aggregate Cap set forth in Item 3 of the Declarations is the most we will pay for all **loss** under all Part 1 Coverages except: (i) damages because of **bodily injury**, **property damage** or **environmental damage** included in the **products-completed operations hazard**, and (ii) **crisis management costs** that result from a **crisis management event** arising directly from **your product**.

d. Products – Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit set forth in Item 3 of the Declarations is the most we will pay for all: (i) damages under Coverages 1A and 1D because of **bodily injury**, **property damage** or **environmental damage** included in the **products-completed operations hazard**, and (ii) **crisis management costs** that result from a **crisis management event** arising directly from **your product**.

e. Each Occurrence Limit

Subject to Paragraph **1.a.** or **1.d.** above, whichever applies, the Each Occurrence Limit set forth in Item 3 of the Declarations is the most we will pay for all **loss** under Coverages 1A, 1C, 1D and 1E arising out of the same, related, continuous or repeated **occurrence(s)** or **pollution condition(s)**.

f. Personal and Advertising Injury Limit

Subject to Paragraph **1.a.** above, the Personal and Advertising Injury Limit set forth in Item 3 of the Declarations is the most we will pay for all **loss** under Coverage 1B sustained by any one person or organization.

g. Employee Benefits Administration Limit

Subject to Paragraph 1.a. above, the Employee Benefits Administration Limit of Liability set forth in Item 3 of the Declarations is the most we will pay under Coverage 1F for all **loss** sustained by any one **employee**, including **loss** sustained by such **employee's** dependents and beneficiaries, arising out of the same, related, continuous or repeated **wrongful act(s)**.

However, the amount paid under this Policy shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the **employee benefits program**.

h. Crisis Management Costs Limit – Coverage 1G

Subject to Paragraph 1.a. or 1.d. above, whichever applies, the Crisis Management Costs Limit set forth in Item 3 of the Declarations is the most we will pay for all **crisis management costs** under Coverage 1G.

i. Damage to Premises Rented to You Limit

Subject to Paragraph 1.e. above, the Damage to Premises Rented to You Limit set forth in Item 3 of the Declarations is the most we will pay under Coverage 1A for all **loss** because of **property damage** to any one premises, while rented to you, or in the case of damage by fire while rented to you or temporarily occupied by you with permission of the owner.

j. Medical Expense Limit

Subject to Paragraph 1.e. above, the Medical Expense Limit set forth in Item 3 of the Declarations is the most we will pay under Coverage 1C for all **loss** because of **bodily injury** sustained by any one person.

k. Part 2 Coverages – Special Pollution Coverages – Individual Coverage Limits

Subject to Paragraph 1.a. above, the applicable Coverage Limit set forth in Item 3 of the Declarations is the most we will pay for all **loss** under the applicable Part 2 – Special Pollution Coverage.

l. Part 2 Coverages – Special Pollution Coverages – Each Pollution Condition Limit

Subject to Paragraphs 1.a. and 1.k. above, the Each Pollution Condition Limit set forth in Item 3 of the Declarations is the most we will pay for all **loss** arising out of the same, related, continuous or repeated **pollution condition(s)**.

m. Coverage 3 – Professional Liability – Each Wrongful Act Limit

Subject to Paragraph 1.a. above, the Each Wrongful Act Limit set forth in Item 3 of the Declarations is the most we will pay under Coverage 3 for all **loss** arising out of the same, related, continuous or repeated **wrongful act(s)**.

B. All references in the Declarations and the Policy to Pollution Liability Aggregate Limit and Professional Liability Aggregate Limit are deleted.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

where the **claim** arose or is being defended. In addition, we may exercise our right to require that such counsel:

- a. meet certain minimum qualifications with respect to competency, including possessing a minimum of five (5) years experience in defending **claims** similar to those asserted against the insured;
- b. maintain suitable errors and omissions insurance coverage; and
- c. agree, in writing, to respond in a timely manner to our requests for information regarding the **claim**.

An insured may, at any time, waive any right it may have to select independent counsel.

13. Inspection and Audit

With reasonable notice to you, we shall be permitted, but not obligated, to inspect, sample and monitor on a continuing basis your property, equipment and/or operations. Neither our right to make inspections, sample and monitor, nor the actual undertaking thereof, nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of you or others, to determine or warrant that such property or operations are safe, healthful or conform to acceptable engineering practice or are in compliance with **environmental laws**, or any other law, rule or regulation. Further, the **first named insured** agrees on behalf of all insureds, to grant us both the right to interview, and access to, any insured whom we reasonably believe may have relevant information pertaining to any **claim** or **pollution condition** potentially covered under this Policy.

14. Other Insurance

If other valid and collectible insurance is available for any **loss** subject to coverage under this Policy, our obligations are limited as follows:

a. Primary Insurance

Except as provided in paragraph **b.** below, this insurance is primary. When this insurance is primary, our obligations are not affected unless any of the other insurance is also primary, in which case we will share with all other primary insurance by the method described in paragraph **c.** below. However, in the event that a written contract, written agreement or permit requires this insurance to be primary for any person or organization that you agreed to insure, and provided such person or organization is an insured under this Policy, this insurance will be primary and we will not seek contribution from any other insurance issued to such person or organization.

b. Excess Insurance

This insurance is excess over:

- (1) Any other insurance, whether primary, excess, contingent or on any other basis that is: (i) Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for **your work**; (ii) Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner; (iii) insurance purchased by you to cover your liability as a tenant for **property damage** to premises rented to you or temporarily occupied by you with permission of the owner; or (iv) insurance applicable to **loss** arising out of the maintenance or use of aircraft, **autos** or watercraft;

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:

EnviroPACE Insurance Policy

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Where Required By Written Contract	Where Required By Written Contract

A. Section **XX. WHO IS AN INSURED, Coverage Part 1 and Part 2** is amended to include as an additional insured the person(s) or organization(s) shown in the SCHEDULE above, but only with respect to liability for **bodily injury, property damage, personal and advertising injury, environmental damage, or cleanup costs** caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf; in the performance of your **ongoing operations** for the additional insured(s) at the location(s) designated above.

However:

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

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

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

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

C. With respect to the insurance afforded to these additional insureds, the following is added to section **XXI. LIMITS OF LIABILITY AND DEDUCTIBLE:**

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 Liability shown in the Declarations;

whichever is less.

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

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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:

EnviroPACE Insurance Policy

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Where Required By Written Contract	Where Required By Written Contract

A. Section **XX. WHO IS AN INSURED, Coverage Part 1 and Part 2** is amended to include as an additional insured the person(s) or organization(s) shown in the SCHEDULE above, but only with respect to liability for **bodily injury, property damage, environmental damage, or cleanup costs** 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 will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to section **XXI. LIMITS OF LIABILITY AND DEDUCTIBLE:**

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 Liability shown in the Declarations;

whichever is less.

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

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION – RECOVERIES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

SECTION III – CONDITIONS, 12. Subrogation – Recoveries is amended and the following added:

We will waive any right of recovery we may have against any person or organization because of payments we make for "injury or damage" provided you agreed to provide such waiver in a written contract that is signed and executed prior to any loss to which this insurance applies. This waiver will only apply where the "underlying insurance" also contains a waiver of such right of recovery.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCESS LIABILITY FOLLOW FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

A. It is agreed that this policy will follow the terms, conditions, definitions and exclusions of the "followed policy" except with respect to the following:

1. **SECTION II – LIMITS OF INSURANCE;**
2. Premium; and
3. Any other endorsement attached to this policy.

However, this policy will not provide coverage for an "event" unless all the "applicable underlying insurance" provides coverage for the "event". Under no circumstances will coverage provided by this policy be broader than coverage provided by all the "applicable underlying insurance".

B. **SECTION I – COVERAGES, 1. Insuring Agreement, a.** is deleted and replaced with the following:

- a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "injury or damage" for which the insured is legally obligated to pay and to which this insurance applies.

We will have the right and duty to defend the insured against any claim, suit or proceeding relating to such "ultimate net loss" only when the limits of the "applicable underlying insurance" have been exhausted. Prior to exhaustion of all "applicable underlying insurance", we will not be obligated to assume charge of the investigation, settlement or defense of any claim, suit or proceeding. We will have no duty to investigate any claim, suit or proceeding or defend the insured under this policy against any "ultimate net loss" to which the "followed policy" does not apply.

However, at our sole discretion we have the right and will be given the opportunity to effectively associate in the defense or investigation of any claim, suit or proceeding. At our sole discretion, we also have the right to assume charge of, negotiate and settle any claim, suit or proceeding to which this policy applies. In all such circumstances the insured will cooperate with us fully.

But:

- (1) The amount we will pay for "ultimate net loss" is limited as described in **SECTION II – LIMITS OF INSURANCE;**
- (2) Our right and duty to defend terminates when we have exhausted the applicable limit of insurance in the payment of "ultimate net loss" under this Coverage Part. However, if any policy of "underlying insurance" specifies that limits are reduced by defense expenses, our right and duty to defend terminates when we have used up the applicable limit of insurance in the payment of "ultimate net loss" under this Coverage Part; and
- (3) Liability under this policy shall not apply unless and until the insured or insured's "underlying insurer" has become legally obligated to pay the "retained limit", the obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the insured, claimant, "underlying insurer" (or a representative of one or more of these) and us; and all "underlying insurers" have paid the amounts due for the claim under "applicable underlying insurance".

C. **SECTION IV – DEFINITIONS** is amended by the addition of the following:

"Followed policy" means the policy designated as the "followed policy" in the Coverage Notes section of the Schedule of Underlying Insurance.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Where Required By Written Contract

SECTION III – CONDITIONS, 8. Other Insurance is amended and the following added:

With the exception of other insurance written specifically to be “underlying insurance” to this Policy, this insurance shall be primary and non-contributory as respects to the additional insured(s) listed in the SCHEDULE above.

The additional insured coverage to the person(s) or organization(s) shown in the SCHEDULE above must be provided by all “applicable underlying insurance” and all “applicable underlying insurance” must also provide coverage to the designated additional insured on a primary and non-contributory basis.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Policy Number: HC2ECAP5H601993

Issued Date: 08-31-2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The following replaces Paragraph A.5., **Transfer of Rights of Recovery Against Others To Us** of Section IV – **BUSINESS AUTO CONDITIONS**:

5. Transfer of Rights of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any “accident” or “loss”, provided that the “accident” or “loss” arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

Policy Number: HC2ECAP5H601993

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE – CONTRACTORS

This endorsement modifies insurance provided under the following:

Provisions

1. The following is added to Paragraph c. in A.1., **Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the “bodily injury” or “property damage” occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person’s or organization’s liability for the conduct of another “insured”.

2. The following is added to **Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when written contract or agreement with you, that is signed by you before the “bodily injury” or “property damage” occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.