



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/12/2026

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

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

PRODUCER The Tabb Insurance Agency Inc. 2435 Wall Street, Suite 102 Conyers GA 30013	CONTACT NAME: Crystal Pulliam PHONE (A/C, No, Ext): 770-483-1800 FAX (A/C, No): 770-785-4185 E-MAIL ADDRESS: crystalpulliam@tabbinsurance.com
INSURED Raymond Global, Inc. Raymond Engineering-Georgia, Inc. 1035 Green Street Suite A Conyers GA 30012	INSURER(S) AFFORDING COVERAGE INSURER A : Hanover Insurance Company INSURER B : Massachusetts Bay Insurance Co INSURER C : Allmerica Financial Benefit Insurance Co INSURER D : Global Aerospace, Inc. INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER: 951166722

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	ZHAJ706750	5/1/2026	5/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	AWAJ707031	5/1/2026	5/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	Y	UHAJ706751	5/1/2026	5/1/2027	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WDAJ706814	5/1/2026	5/1/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A D	Professional & Pollution Liab Aviation Liability		Y	LHA H315507 9045359	7/15/2025 5/1/2026	7/15/2026 5/1/2027	PER CLAIM/AGGREGATE \$ 3,000,000 EACH OCCURRENCE \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket Additional Insured including on-going and completed operations (Primary & Non-Contributory) with Waiver of Subrogation regarding General Liability per forms 421-2915 06 15 COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT. General Liability per project and location aggregate per form 421-3635 07 16 AGGREGATE LIMITS OF INSURANCE PER PROJECT AND PER LOCATION WITH CAP. Blanket Additional Insured (Primary & Non-Contributory) regarding Automobile Liability per form 461-0478 12 12 BLANKET ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY. Blanket Waiver of Subrogation applies to Automobile Liability per form 461-0155 (9-97) BUSINESS AUTO COVERAGE BROADENING ENDORSEMENT. Blanket Additional Insured regarding Umbrella per form 475-0001 12 22 HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY. Blanket Waiver of Subrogation applies to Workers Compensation per form WC 00 03 13 WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT. Blanket Waiver of Subrogation regarding Professional Liability per form 921-2001 01/22 Professional Liability Insurance. Blanket Primary See Attached...

CERTIFICATE HOLDER**CANCELLATION**

DeKalb County Board of Education Operations Division
Sam A. Moss Service Center
1780 Montreal Road
Tucker GA 30084

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Crystal Pulliam

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY The Tabb Insurance Agency Inc.		NAMED INSURED Raymond Global, Inc. Raymond Engineering-Georgia, Inc. 1035 Green Street Suite A Conyers GA 30012	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

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

and Noncontributory regarding Umbrella per form 475-0467 11 20 OTHER INSURANCE – NON-CONTRIBUTORY – BLANKET ADDITIONAL INSURED (COVERAGE A AND B). Blanket form 401-1235 08 11 NOTICE OF CANCELLATION TO DESIGNATED ENTITY applies to General Liability, Umbrella, Auto, Workers Compensation.

Excluded Officer: Raymond Ramos

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

- (2) Premises you own, rent, lease or occupy; or

- (3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and

- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
 - (4) Will not be broader than coverage provided to any other insured.
 - (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
 - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
 - (4) To any:
 - (a) Owners or other interests from, whom land has been leased which takes place after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The occurrence takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
 - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract, agreement or permit described in Paragraph a.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations.

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

2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other insurance**:

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when b. below applies.

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

b. Excess Insurance

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

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

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

(c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.

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

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

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

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

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

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition 3. "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions** subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to **SECTION V – DEFINITIONS**:

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

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

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments – Extended Reporting Period

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph a.(3)(b) is replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions**, subparagraph g.(2) is replaced by the following:

g. Aircraft, Auto Or Watercraft

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs 1.b. and 1.d. are replaced by the following:

- 1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- 1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AGGREGATE LIMITS OF INSURANCE PER PROJECT AND PER LOCATION WITH CAP

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Policy Aggregate: \$ 2,000,000

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

A. The following is added to SECTION III – LIMITS OF INSURANCE, paragraph 2.:

The General Aggregate Limit applies separately to:

- a. Construction projects away from premises owned or rented to you; and
- b. Each "location" owned by or rented to you.

If the Schedule above is completed, however, a Policy Aggregate Limit applies. The most we will pay for the sum of all damages, except for damages included in the "products-completed operations hazard", regardless of the number of insureds, claims made or "suits" brought, persons or organizations making claims or bringing "suits",

or "locations", is the Policy Aggregate Limit identified in the Schedule above.

B. This endorsement does not apply to damages included in the "products-completed operations hazard".

C. For the purposes of this endorsement, the following definition is added to SECTION V – DEFINITIONS:

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

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. The following is added to SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured:

Additional Insured if Required by Contract

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph A.1.c. of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

- (1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or
- (2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

B. The following is added to SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph B. General Conditions, subparagraph 5. Other Insurance:

Primary and Non-Contributory

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under **SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured, subparagraph Additional Insured if Required by Contract** is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

- (1) For the sole negligence of the additional "insured"; or
- (2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or
- (3) When the additional "insured" is also an additional "insured" under another liability policy.

C. This endorsement will apply only if the "accident" occurs:

1. During the policy period;
2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and
3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".

D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BUSINESS AUTO COVERAGE
BROADENING ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

1. CANCELLATION EXTENSION

Paragraph **A. CANCELLATION 2. b.** of the **COMMON POLICY CONDITIONS** is replaced with the following:

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

- d. Any business entity for which you have a financial interest greater than 50% of the voting stock or otherwise have a controlling interest after the effective date of this policy or that is newly acquired or formed by you during the term of this policy.

SECTION I - COVERED AUTOS

2. EMPLOYEE HIRED "AUTOS"

**Description Of Covered Auto
Designation Symbols; Symbol 8** is replaced by the following:

8 = Hired "Autos" Only - Only those "autos" you lease, hire, rent or borrow; including "autos" your employee hires at your direction, for the purpose of conducting your business. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees" or partners or members of their households.

The coverage provided by this provision is afforded until expiration or termination of this policy, whichever occurs earlier.

The coverage provided by this provision does not apply to any business entity described in **d.** above that qualifies as an insured under any other automobile liability policy issued to that business entity as a named insured or would have been an insured except for the exhaustion of the policy limits or the insolvency of the insurer.

SECTION II - LIABILITY COVERAGE

3. BROADENED NAMED INSURED

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph 1. **Who Is An Insured** provision:

The coverage provided by this provision does not apply to "bodily injury" nor "property damage" arising from an accident that occurred prior to your acquiring or forming the business entity described in **d.** above.

4. EMPLOYEES AS INSURED

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph 1. **Who Is An Insured** provision:

- e. Any employee of yours is an "insured" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

5. SUPPLEMENTARY PAYMENTS

The following amends **SECTION II - LIABILITY COVERAGE**, Paragraph 2. **Coverage Extensions** provision:

Paragraph (2) is replaced by the following:

- (2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

Paragraph (4) is replaced by the following:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

6. AMENDED FELLOW EMPLOYEE EXCLUSION

The following is added to the **SECTION II - LIABILITY COVERAGE, B. Exclusions** Paragraph 5. **Fellow Employee** exclusion:

This exclusion does not apply if the "bodily injury" arises from the use of a covered "auto" you own or hire. This coverage is excess over any other collectible insurance

SECTION III - PHYSICAL DAMAGE COVERAGE.

7. EXPENSE OF RETURNING A STOLEN "AUTO" and SIGN COVERAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A.1. COVERAGE:**

d. Expense Of Returning A Stolen "Auto"

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

e. Sign Coverage

We will pay for loss to signs, murals, paintings or graphics, as part of equipment, which are displayed on a covered "auto".

The most we will pay for "loss" in any one "accident" is the lesser of:

1. The actual cash value of the property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
3. \$2,000.

8. GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III- PHYSICAL DAMAGE COVERAGE A. COVERAGE** paragraph 3. **Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles:**

Any deductible shown in the Declarations as applicable to the

covered "auto" will not apply to glass breakage if such glass is repaired, rather than replaced.

9. TRANSPORTATION EXPENSE

Paragraph 4. **Coverage Extension.** of **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE** is replaced with the following:

4. Coverage Extension

We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

10. HIRED AUTO PHYSICAL DAMAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**:

5. Hired Auto Physical Damage

If hired "autos" are covered "autos" for Liability Coverage and if Physical Damage Coverage of Comprehensive, Specified Causes of Loss, or Collision is provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverage(s) provided is extended to "autos" you hire without a driver or your employee hires, without a driver, at your

direction, for the purpose of conducting your business, for a period of 30 days or less, of like kind and use as the "autos" you own, subject to the following:

The most we will pay for any one loss is the lesser of the following:

- a. \$50,000 per accident, or
- b. cash value, or
- c. the cost of repair,

minus the deductible equal to the lowest deductible applicable to any owned "auto" for that coverage. Any deductible shown in the Declarations does not apply to "loss" caused by fire or lightning. Subject to the limit and deductible stated above, we will provide coverage equal to the broadest coverage provided to any covered "auto" you own, that is applicable to the loss.

If the loss arises from an accident for which you are legally liable and the lessor incurs an actual financial loss from that accident, we will cover the lessor's actual financial loss of use of the hired "auto" for a period of up to seven consecutive days from the date of the accident, subject to a limit of \$1,000 per accident.

11. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**:

6. Audio, Visual and Data Electronic Equipment Coverage

We will pay for "loss" to any electronic equipment that receives

or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto", including its antennas and other accessories. However, this does not include tapes, records or discs.

The exclusions that apply to PHYSICAL DAMAGE COVERAGE, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided herein. In addition, the following exclusions apply:

We will not pay, under this coverage, for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
2. Both:
 - a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto", and

- b. Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

With respect to coverage herein, the **LIMIT OF INSURANCE** provision of **PHYSICAL DAMAGE COVERAGE** is replaced by the following:

1. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$500.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
3. Deductibles applicable to **PHYSICAL DAMAGE COVERAGE**, do not apply to this Audio, Visual and Data Electronic Equipment Coverage.

If there is other coverage provided by this policy for audio, visual and data electronic equipment, the coverage provided herein is

excess. However, you may elect to apply the limit or any portion thereof of coverage provided herein to pay any deductible that is applicable under the provisions of the other coverage.

12. RENTAL REIMBURSEMENT and MATERIAL TRANSFER EXPENSE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:**

7. Rental Reimbursement and Material Transfer Expense

This coverage provides only those Physical Damage Coverages where a premium is shown in the Declarations. It applies only to a covered "auto" described or designated to which the Physical Damage Coverages apply.

We will pay for auto rental expenses and the expenses, incurred by you because of "loss" to a covered "auto", to remove and transfer your materials and equipment from the covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

We will pay only for those auto rental expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

1. The number of days reasonably required to repair or replace the

covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and transport it to a repair shop.

2. 60 days.

Our payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred, including loss of use.
2. \$3000.

This auto rental expense coverage does not apply while there are spare or reserve "autos" available to you for your operations.

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 **SECTION III - PHYSICAL DAMAGE COVERAGE, A. 4. Coverage Extension.**

13. AIRBAG COVERAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions**, paragraph 3.

The portion of this exclusion relating to mechanical or electrical breakdown does not apply to the accidental discharge of an airbag. This coverage is excess of other collectible insurance or warranty. No deductible applies to this Airbag Coverage.

14. AUTO LOAN PHYSICAL DAMAGE EXTENSION

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

When a "loss" results in a total loss to a covered auto you own for which a Loss Payee is designated in this policy, the most we will pay for "loss" in any one "accident" is the greater of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The outstanding balance of the initial loan, less any amounts for taxes, overdue payments, overdue payment charges, penalties, interest, any charges for early termination of the loan, costs for Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan, and carry-over balances from previous loans.

15. AUTO LEASE PHYSICAL DAMAGE EXTENSION

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

If, because of damage, destruction or theft of a covered "auto", which is a long-term leased "auto", the lease agreement between you and the lessor is terminated, "we" will pay the difference between the amount paid under paragraph **C. LIMIT OF INSURANCE 1. or 2.** and the amount due at the time of "loss" under the terms of the lease agreement applicable to the leased "auto" which you are required to pay: less any fees to dispose of the auto; any overdue payments; financial penalties

imposed under a lease for excessive use, abnormal wear and tear or high mileage; security deposits not refunded by the lessor; cost for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan; and carry over balances from previous leases.

This coverage applies only to the initial lease for the covered "auto" which has not previously been leased. This coverage is excess over all other collectible insurance.

SECTION IV - CONDITIONS

16. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss:**

- d. Knowledge of any "accident", claim, "suit" or "loss" will be deemed knowledge by you when notice of such "accident", claim, "suit" or "loss" has been received by:
 - (1) You, if you are an individual;
 - (2) Any partner or insurance manager if you are a partnership; or
 - (3) An executive officer or insurance manager if you are a corporation.

17. BLANKET WAIVER OF SUBROGATION

Paragraph **5. Transfer Of Rights Of Recovery Against Others To Us, SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions** is replaced by the following:

**5. Transfer Of Rights Of Recovery
Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, which have not been waived through the execution of an "insured contract", written agreement, or permit, prior to the "accident" or "loss" giving rise to the payment, those rights to recover damages from another are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the "accident" or "loss" to impair them.

**18. UNINTENTIONAL FAILURE TO
DISCLOSE INFORMATION**

The following is added to **SECTION IV BUSINESS AUTO CONDITIONS. B. General Conditions**, paragraph 2. **Concealment, Misrepresentation Or Fraud**:

Your unintentional error in disclosing, or failure to disclose, any material fact existing after the effective date of this Coverage Form shall not prejudice your rights under this Coverage Form. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

**19. HIRED AUTO – WORLDWIDE
COVERAGE**

The following is added to **SECTION IV - Business Auto Conditions, B. General Conditions**, paragraph 7. **Policy Period, Coverage Territory** provision:

- e. Outside the coverage territory described in a., b., c., and d. above for an "accident" or "loss" resulting from the use of a covered "auto" you hire, without a driver, or your employee hires without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, provided the suit is brought within The United States of America or its territories or possessions.

SECTION V - DEFINITIONS

20. MENTAL ANGUISH

Paragraph C. **"Bodily injury"**, **SECTION V - DEFINITIONS** is replaced by the following:

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these.

HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY

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

We will not pay sums or perform acts or services unless explicitly provided for in this policy.

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

Other words and phrases that appear in quotation marks have special meaning. Refer to the Definitions Section of this policy.

I. INSURING AGREEMENTS

1. Coverage A – Follow Form Excess Liability Insuring Agreement

- a. We will pay on behalf of the insured those sums in excess of the “underlying insurance” which the insured becomes legally obligated to pay as damages, provided:
 - (1) Such damages are covered by “underlying insurance”;
 - (2) The event which triggers coverage on the “underlying insurance” takes place during the policy period of this insurance, and
 - (3) The applicable Limit of Insurance of the “underlying insurance” is exhausted by payment of judgments, settlements, related costs or expenses for damages also covered under this policy. We will not pay if the Limit of Insurance of “underlying insurance” is exhausted by payment for damages to which this insurance does not also apply.
- b. We will not pay damages that the “underlying insurance” does not pay for any reason other than exhaustion of limits of the “underlying insurance” by payment of judgments, settlements, related costs or expenses.
- c. The terms and conditions of the “underlying insurance” in effect at the inception of this policy apply unless they are inconsistent with the terms and conditions of this policy.
- d. The amount we will pay for damages is limited as described in section **VI. LIMITS OF INSURANCE**.
- e. We have no obligation under this insurance with respect to any claim or “suit” settled without our consent.

- f. This policy does not apply to any part of loss within the Limit of Insurance of “underlying insurance”, or any related costs or expenses.

- g. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under section **II. DEFENSE AND SETTLEMENT** and section **V. SUPPLEMENTAL PAYMENTS**.

2. Coverage B – Umbrella Liability Insuring Agreement

- a. We will pay on behalf of the insured those sums in excess of the “retained limit” shown in the Declarations which the insured becomes legally obligated to pay as damages because of “bodily injury”, “property damage”, “personal injury” and “advertising injury” to which this coverage applies, provided:
 - (1) The:
 - (a) “Bodily injury” or “property damage” is caused by an “occurrence”; or
 - (b) “Personal injury” and “advertising injury” is caused by an offense arising out of your business;

Which took place within the coverage territory as described in section **IV. COVERAGE TERRITORY**;

- (2) The “bodily injury” or “property damage” occurs during the policy period, and the offense causing “personal injury” or “advertising injury” is first committed during our policy period; and
- (3) Prior to the policy period, no insured and no “employee” authorized by you to give or receive notice of an “occurrence”, offense or claim, knew that the “bodily injury”, “property

damage", "personal injury" or "advertising injury" had occurred, in whole or in part. If such an insured or authorized "employee" knew, prior to the policy period, that the "bodily injury", "property damage", "personal injury" or "advertising injury" occurred, then any continuation, change or resumption of such "bodily injury", "property damage", "personal injury" or "advertising injury" during or after the policy period will be deemed to have been known prior to the policy period.

However, "bodily injury", "property damage", "personal injury" or "advertising injury" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured or by any "employee" authorized by you to give or receive notice of an "occurrence", offense or claim, includes any continuation, change or resumption of that "bodily injury", "property damage", "personal injury" or "advertising injury" after the end of the policy period.

- b. "Bodily injury", "property damage", "personal injury" or "advertising injury" will be deemed to have been known to have occurred at the earliest time when any insured, or any "employee" authorized by you to give or receive notice of an "occurrence", offense or claim:
 - (1) Reports all or any part of the "bodily injury", "property damage", "personal injury" or "advertising injury" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury", "property damage", "personal injury" or "advertising injury"; or
 - (3) Becomes aware by any other means that "bodily injury", "property damage", "personal injury" or "advertising injury" has occurred or has begun to occur.
- c. **Coverage B – Umbrella Liability Insuring Agreement** does not apply to:
 - (1) Any claim or "suit" which is covered by "underlying insurance" regardless of whether or not the "underlying insurance" is available or the limits have been exhausted;
 - (2) Any claim or "suit" covered by **Coverage A – Follow Form Excess Liability Insurance** of this policy; or

(3) Any costs or expenses related to loss as described by c.(1) or c.(2) above.

- d. The amount we will pay for damages is limited as described in section **VI. LIMITS OF INSURANCE**.
- e. We have no obligation under this insurance with respect to any claim or "suit" settled without our consent.
- f. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under section **II. DEFENSE AND SETTLEMENT** and section **V. SUPPLEMENTARY PAYMENTS**.

II. DEFENSE AND SETTLEMENT

1. Coverage A – Follow Form Excess Liability Defense and Settlement:

- a. We have the right and duty to defend the insured against any "suit" seeking damages to which this insurance applies. If the "underlying insurer" defends a "suit" even if such "suit" is groundless, false or fraudulent, we will also defend such a "suit". We have no duty to defend any person or organization against any claim or "suit":
 - (1) To which this insurance does not apply; or
 - (2) If any other insurer has a duty to defend.
- b. Where we have the duty to defend, we may, at our discretion, investigate any occurrence or offense and settle any claim or "suit".
- c. Where we have no duty to defend, we have the right to participate in the investigation and settlement of any claim, and defense of any "suit", that we feel may create liability on our part under the terms and conditions of this policy. If we exercise this right, we will do so at our own expense.
- d. Our duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments or settlements. However, if the Limits of Insurance of any "underlying insurance" are reduced by defense or claim expense under the terms of that policy, then our duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments, settlements, and defense or claim expense as defined in the "underlying insurance".

2. Coverage B – Umbrella Liability Defense and Settlement:

- a. We have the right and duty to defend the insured against any "suit" because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies, even if such "suit" is groundless, false or fraudulent. We have no duty to defend any person or organization against any claim or "suit":
 - (1) To which this insurance does not apply; or
 - (2) If any other insurer has a duty to defend.
- b. Where we have the duty to defend, we may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit".
- c. Where we have no duty to defend, we have the right to participate in the investigation and settlement of any claim, and defense of any "suit", that we feel may create liability on our part under the terms and conditions of this policy. If we exercise this right, we will do so at our own expense.
- d. Our duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments or settlements. However, if the Limits of Insurance of any "underlying insurance" are reduced by defense or claim expense under the terms of that policy, then our duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments, settlements, and defense or claim expense as defined in the "underlying insurance".

III. WHO IS AN INSURED

1. Coverage A – Follow Form Excess Liability Who Is An Insured:

The following persons or organizations qualify as an insured:

- a. The named insured stated in Item 1 of the Declarations; and
- b. Any other person or organization qualifying as an insured under the "underlying insurance" but not beyond the extent of any limitation imposed under any contract or agreement.

If coverage provided to an Additional Insured is required by contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance required by the contract, less any amounts payable by "underlying insurance".

Additional Insured coverage provided by this insurance will not be broader than

coverage provided by the "underlying insurance". The inclusion of Additional Insureds does not increase the Limit of Insurance.

2. Coverage B – Umbrella Liability Who Is An Insured:

- a. If you are designated in the Declarations as:
 - (1) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - (2) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - (3) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - (4) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - (5) A trust, you are an insured. Your trustees are also insureds, but only with respect their duties as trustees.
- b. Each of the following is also an insured:
 - (1) Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" is an insured for:
 - (a) "Bodily injury", "personal injury" or "advertising injury":

- (i) To you, to your partners or members (if you are a partnership or joint venture), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (ii) To the spouse, child, parent, brother or sister of the "employee" or "volunteer worker" as a consequence of paragraph (a)(1) above;
 - (iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (a)(1) or (a)(2) above; or
 - (iv) Arising out of his or her providing or failing to provide professional health care services.
- (b) "Property Damage" to property:
- (i) Owned, occupied or used by;
 - (ii) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- (2) Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - (3) Any person or organization having proper temporary custody of your property if you die, but only:
 - (a) With respect to liability arising out of the maintenance or use of that property; and
 - (b) Until your legal representative has been appointed.
 - (4) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

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

- (1) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
- (2) Coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- (3) Coverage does not apply to "personal injury" and "advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

IV. COVERAGE TERRITORY

1. Coverage A – Follow Form Excess Liability:

With respect to **Coverage A – Follow Form Excess Liability**, this insurance applies anywhere that the applicable "underlying insurance" applies.

2. Coverage B – Umbrella Liability:

With respect to **Coverage B – Umbrella Liability**, this insurance applies anywhere in the world, with the exception of any country or jurisdiction subject to sanctions or embargo by the United States of America.

V. SUPPLEMENTAL PAYMENTS

Applicable to Both **Coverage A – Follow Form Excess Liability** and **Coverage B – Umbrella Liability**

- 1. We will pay the following expenses in addition to the Limit of Insurance with respect to any claim we investigate or settle, or any "suit" against an insured we defend, to the extent such expenses are not covered by "underlying insurance" or "other insurance":
 - a. All expenses we incur.
 - b. Up to \$2,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this coverage applies. We do not have to furnish these bonds.

- c. The premium costs of appellate bonds or bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
 - d. Reasonable expenses incurred by an insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.
 - e. All costs taxed against an insured in the "suit", except any:
 - (1) Attorneys' fees or litigation expenses; or
 - (2) Other loss, cost or expense in connection with any injunction or equitable relief.
 - f. Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court that part of the judgment that is within our applicable limit of insurance.
2. Our obligation to make these payments ends when we have used up the applicable Limit of Insurance.
 3. If the Limits of Insurance of any "underlying insurance" are reduced by defense expense or claim expense as defined under the terms of that policy, then any Supplemental Payments we make that meet the "underlying insurance" definition of defense expense or claim expense will reduce our applicable Limits of Insurance in the same manner.
 4. If the law of a country or jurisdiction prohibits us from paying a Supplementary Payment, we will reimburse you for a Supplementary Payment you have incurred with our consent.

VI. LIMITS OF INSURANCE

Applicable to Both **Coverage A – Follow Form Excess Liability** and **Coverage B – Umbrella Liability**

1. The limits of insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought;

- c. Persons or organizations making claims or bringing "suits"; or

- d. Coverages provided by this policy.

2. The Products-Completed Operations Aggregate Limit shown in the Declarations is the most we will pay for the sum of all damages included in the "products - completed operations hazard".
3. The General Aggregate Limit shown in the Declarations is the most we will pay for the sum of all damages to which this insurance applies, except:
 - a. Damages Included in the "products - completed operations hazard"; or
 - b. Otherwise covered by "underlying insurance", but to which no aggregate limit in such "underlying insurance" applies.
4. Subject to the applicable Aggregate Limit, the Each Occurrence Limit shown in the Declarations is the most we will pay for damages arising out of any one "occurrence" or offense under **Coverage A – Follow Form Excess Liability** and **Coverage B – Umbrella Liability** combined, even if such loss is or otherwise would be covered in whole or part under more than one "underlying insurance".
5. Any amount paid for loss will reduce the amount of the applicable Aggregate Limit available for any other payments.
6. If the applicable Aggregate Limit has been reduced to any amount that is less than the Each Occurrence Limit, the remaining amount of such applicable Aggregate Limit is the most that will be available for any other payments.
7. If the Limits of Insurance of any "underlying insurance" are reduced by defense or claim expenses under the terms of that policy, then any defense or claim expense payments we make to defend any insured will reduce our applicable Limits of Insurance in the same manner.
8. The Aggregate Limits of this policy apply separately to each consecutive annual period. If our policy period is extended to a period greater than twelve (12) months, the extended period will be considered part of the original policy period for determining the Limits of Insurance.

VII. EXCLUSIONS

1. Applicable to both **Coverage A – Follow Form Excess Liability** and **Coverage B – Umbrella Liability**

This insurance does not apply to:

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

Any liability or expense arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

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

However, unless Paragraph (1) above applies, this exclusion does not apply to liability or expense because of "bodily injury".

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

b. Asbestos

"Bodily injury", "property damage", "personal injury" or "advertising injury" or any other injury, damage, loss cost or expense arising out of any actual or alleged:

- (1) Inhaling, ingesting or prolonged physical exposure by any person to asbestos or asbestos fibers or goods or products containing asbestos;
- (2) Use of asbestos in constructing or manufacturing any good, product or structure;
- (3) Intentional or accidental removal including encapsulation, dispersal, sealing or disposal of asbestos or asbestos fibers from any good, product or structure;

- (4) Manufacture, transportation, storage or disposal of asbestos or goods or products containing asbestos;
- (5) Products manufactured, sold, handled or distributed by or on behalf of the insured which contain asbestos; or
- (6) Acts or omissions of the insured in connection with the general supervision of any job involving the removal, enclosure, encapsulation, dispersal, sealing or disposal of asbestos, asbestos fibers or products containing asbestos. General supervision includes the rendering of or failure to render any instructions, recommendations, warnings or advice.

c. Damage to Property

"Property damage" or related expenses arising from damage to or loss of use of:

- (1) Real property owned, leased, occupied or in the care, custody or control of any insured;
- (2) Real property loaned to any insured;
- (3) That particular part of real property on which you or any contractors or subcontractors working directly on your behalf are performing operations, if the "property damage" arises out of those operations.
- (4) That particular part of any property that must be restored repaired or replaced because "your work" was incorrectly performed on it.
- (5) Personal property in the care, custody or control of the insured.
- (6) Paragraphs (2) and (3) above do not apply to liability assumed under a sidetrack agreement.
- (7) Paragraph (4) above does not apply to "property damage" included in the "Products Completed Operations Hazard".

d. Employment Related Practices

Any claim by or on behalf of:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment,

humiliation, discrimination or malicious prosecution directed at that person; or

- (2) Any person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph (1) above is directed.

This exclusion applies:

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

e. Miscellaneous Laws

Any liability or expense under any of the following:

- (1) Any obligation of the insured under a workers' compensation, disability, benefits or unemployment compensation law or any similar law;
- (2) Any breach of fiduciary duty, responsibility, or obligation in connection with any employee benefit or pension plan, including violations of the responsibilities, obligations or duties imposed upon fiduciaries by the Employee Retirement Income Security Act of 1974 (ERISA), as amended, or any similar local, state, federal or foreign law or regulations; or
- (3) Any uninsured or underinsured motorist, no-fault, medical payments, first party personal injury or similar law.

f. Nuclear Liability

"Nuclear Energy Hazards".

g. Recall of Products, Work or Impaired Property

Damages claimed for any loss of use, cost, or expense related to recall, withdrawal, disposal or removal of, inspection, repair or replacement of:

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

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

h. Recording and Distribution of Material in Violation of Law

Any liability or expense arising out of any action or omission that violates or is alleged to violate:

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

i. War

Any liability or expense arising out of "war".

2. Applicable to Coverage A – Follow Form Excess Liability only:

This insurance does not apply to:

a. Pollution

- (1) Any "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot originating from equipment that is used to heat, cool, or dehumidify the building, or equipment that is used to heat water for personal use by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be

held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site, or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured other than the additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.; or
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception

does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order, statutory, or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

However, paragraphs (2)(a) and (2)(b) above do not apply to liability for damages because of "property damage" that an insured would have in the absence of such request, demand, order or statutory or regulatory requirement or such claim or "suit" by or on behalf of a governmental authority.

- (3) As used in this exclusion, a hostile fire is one which becomes uncontrollable or breaks out from where it was intended to be.

3. Applicable to Coverage B – Umbrella Liability only:

This insurance does not apply to:

a. Aircraft, "Unmanned Aircraft", "Auto" or Watercraft:

Any liability or expense arising out of the ownership, maintenance, operation, use, entrustment to others, or loading or unloading of any:

- (1) Aircraft owned by you or rented, loaned or chartered by or on behalf of you without crew;
- (2) "Unmanned aircraft";
- (3) "Auto"; or
- (4) Watercraft owned by you except watercraft while ashore on premises you own or rent.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured.

b. Contractual Liability

Any liability for which any insured is obligated to pay damages by reason of the assumption of liability in any contract or agreement. This exclusion does not apply to liability for damages:

- (1) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury", "personal injury", "advertising injury" or "property damage" occurs after the execution of the contract or agreement; or
- (2) That any insured would have in the absence of the contract or agreement.

c. Damage to "Your Product", "Your Work" or "Impaired Property"

"Property damage" to:

- (1) "Your product" arising out of it or any part of it; and
- (2) "Your work" arising out of it or any part of it and included in the "products-completed operations hazard".

Paragraphs (1) and (2) above do not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

- (3) "Impaired Property" or property that has not been physically injured, arising out of:

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

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

d. Directors and Officers

Any liability or expense for a wrongful act, error, omission or breach of duty by an insured in the performance of the office of director, officer or trustee of an organization.

e. Employers Liability

Any injury to:

- (1) Any "employee" of an insured arising out of and in the course of:
 - (a) Employment by an insured; or
 - (b) Performing duties related to the conduct of an insured's business; or
- (2) Any person as a consequence of paragraph (1) above.

This exclusion applies:

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

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

f. Expected or Intended Injury

"Bodily injury", "property damage",

"personal injury" or "advertising injury" expected or intended from the standpoint of the insured.

This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

g. Liquor Liability

Any liability or expense for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person; or
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (4) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (5) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

h. Maintenance, Prevention or Enhancement

To any liability or expense incurred by an insured or any others for any:

- (1) maintenance or enhancement of any property; or
- (2) prevention of any injury or damage to any:
 - (a) person or organization; or
 - (b) property you own, rent or occupy.

i. "Personal Injury" and "Advertising Injury"

Any liability or expense for "personal injury" and "advertising injury":

- (1) Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury";
- (2) Arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity;

(3) Arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period;

(4) Arising out of a criminal act committed by or at the direction of the insured;

(5) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;

(6) Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement";

(7) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(8) Arising out of the wrong description of the price of goods, products or services stated in your "advertisement";

(9) Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

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

(10) Arising out of:

(a) The controlling, creating, designing or developing of another's internet site;

(b) The controlling, creating, designing, developing, determining or providing content or material of another's internet site;

(c) The controlling, facilitating or providing, or failing to control, facilitate or provide, access to the internet or another's internet site; or

(d) Publication of content or material on or from the internet, other than material developed by you or at your direction.

(11) Arising out of an electronic chat room or bulletin board the insured hosts,

owns, or over which the insured exercises control;

- (12) Arising out of the unauthorized use of another's name or product in your email address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

j. Pollution

- (1) "Bodily injury", "property damage", "personal injury" or "advertising injury" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

k. Professional Liability

Any liability or expense arising out of the rendering of or failure to render any professional or quasi-professional service (whether or not such service requires certification or licensing), advice or instruction by you or on your behalf, or from whom any of you assumed liability by reason of a contract or agreement, regardless of whether any such service, advice or instruction is ordinary to any insured's profession.

l. Punitive Damages

Any sum awarded for punitive damages, exemplary damages, multiplied damages, taxes, fines, or penalties.

VIII. CONDITIONS

Applicable to Both **Coverage A – Follow Form Excess Liability** and **Coverage B – Umbrella Liability**

1. Appeals

We may elect to initiate or participate in an appeal of a judgment if such judgment could result in a payment under this insurance.

If we so elect, we shall be liable for all expenses we incur incidental to such appeal, but in no case will the amount we pay for loss exceed the Limits of Insurance.

2. Bankruptcy

The bankruptcy of any insured or insured's estate will not relieve us of our obligations under this policy.

In the event of bankruptcy or insolvency of the provider of any "underlying insurance", the insurance provided by this policy will not replace such "underlying insurance" and applies as though such "underlying insurance" was available and collectible.

3. Cancellation and Non-Renewal

- a. The first Named Insured may cancel this policy by mailing or delivering to us, our authorized agent or broker, advance written notice of cancellation stating when the cancellation is to take effect.
- b. We may cancel this policy or any of its individual coverages by mailing to the first Named Insured a written notice of cancellation 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.
- c. We will mail our notice to the first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata.
- f. If we decide not to renew, we will mail to the first Named Insured written notice of non-renewal not less than sixty (60) days before the expiration date.
- g. Proof of mailing will be sufficient proof of notice.

4. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured is authorized to make changes with our consent. This policy's

terms can be amended or waived only by endorsement issued by us or made a part of this policy.

5. Currency

All payments or reimbursements we make for damages because of judgments or settlements will be made in United States currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums.

6. Duties in the Event of "Occurrence", Offense, Claim or "Suit"

a. You must see to it that we are notified as soon as practicable of any "occurrence" or offense to which this insurance may apply. Notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature of any injury or damage arising out of the "occurrence" or offense.

b. You will cooperate with the "underlying insurer" as required by the terms of their policies and comply with all terms and conditions of those policies.

c. If a claim is made or "suit" is brought against any insured to which this insurance may apply, you must see to it that we receive written notice of the claim or "suit" as soon as practicable.

d. You and any other involved insured must:

- (1) Send us copies as soon as practicable of any demands, notices, summonses or legal papers received in connection with the claim or "suit" to which this insurance may apply;
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit";
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which in our opinion may be liable to an insured because of injury or damage to which this insurance applies;
- (5) Notify us as soon as practicable of any judgment or settlement of any claim or "suit" brought against any insured; and
- (6) Not voluntarily make a payment, assume any obligation or incur any

expense without our consent, except at that insured's own cost.

7. Examination of Your Books and Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward. We have the right to make copies of those books and records.

8. First Named Insured

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

9. Inspections and Surveys

a. We have the right but not the duty to:

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

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

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

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

10. Joint Duties in Non-Admitted Jurisdictions

With respect to an "occurrence", offense, claim or "suit" that arises in a non-admitted jurisdiction and to which this insurance applies:

a. If we are prevented by law in any country or jurisdiction from fulfilling our duty to defend you or to investigate claims, you will be responsible for arranging for the defense or investigation under our supervision. We will reimburse you for all reasonable and necessary expense incurred which we would have paid if we

had defended the "suit" or investigated the claim; and

- b. If we are prevented by law in any country or jurisdiction from paying damages to which this insurance applies, you may pay the damages with our consent. Upon proof of the payments, we will reimburse you for such damages subject to the applicable Limit of Insurance.

11. Legal Action Against Us

No person or organization has a right under this policy:

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

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

An agreed settlement means a settlement and release of liability signed by us, an insured and the claimant or the claimant's legal representative.

12. Maintenance of "underlying insurance"

- a. You agree to maintain the "underlying insurance" in full force and effect during the term of this policy. "underlying insurance" will not be cancelled, non-renewed or rescinded without replacement coverage to which we agree. You must notify us as soon as practicable if any "underlying insurance" is no longer valid or in full force and effect.
- b. The terms and conditions of "underlying insurance" will not materially change, unless we agree otherwise. The terms and conditions or renewals or replacements of "underlying insurance" will be materially the same as prior coverage unless we agree otherwise.
- c. The total applicable limits of "underlying insurance" shall not decrease, except for any reduction or exhaustion of aggregate limits by payment of loss. Reduction or exhaustion of any aggregate limit of liability or limit of insurance in any "underlying insurance" by payments for judgments, settlements or expense will not be a failure to maintain "underlying insurance" in full force and effect.

- d. No statement contained in this Condition limits our right to cancel or not renew this policy.
- e. Your failure to comply will not invalidate this policy, but this policy will apply as if the "underlying insurance" was so maintained.

13. Other Insurance

- a. This insurance is excess over any "other insurance", whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically purchased as excess over this policy.
- b. We have no duty to defend the insured against any claim or "suit" if any other insurer has a duty to defend such insured against that claim or "suit".
- c. This insurance is not subject to the terms or conditions of any "other insurance".
- d. We will pay only our share of the amount of loss, if any, that exceeds the sum of the total:
 - (1) Amount that all "other insurance" would pay for loss in the absence of this insurance; and
 - (2) Of all deductible and self-insurance amounts under all "other insurance".

14. Premium Audit

- a. We will compute all premiums for this policy in accordance with our rules, rates, rating plans, premiums and minimum premiums applicable to this insurance.
- b. If the premium for this policy is stated in the Declarations as being subject to adjustment, at the close of each audit period, we will compute the earned premium for that period using the rates and rating basis shown on the Declarations or as stated in an endorsement issued by us. Audit premiums are due and payable on notice to the first Named insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured, but not if such audit premium is less than the minimum premium shown in the Declarations.
- c. The first Named Insured must keep records of the information we need for premium computation and send us copies as we may request.

15. Representations

By accepting this policy, you agree:

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

If unintentionally you should fail to disclose all hazards at the inception of this policy, we shall not deny coverage under this policy because of such failure.

16. 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" brought.

17. Titles of Paragraphs

The titles of paragraphs in this policy are inserted solely for convenience or reference. Such titles do not limit, define or affect the provisions to which they relate.

18. Transfer of Rights of Recovery Against Others to Us

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

Any recoveries will be apportioned in the inverse order of payment of loss to the extent of actual payment. The expenses of all such recovery proceedings shall be apportioned in the ratio of their respective recoveries.

19. Transfer of Your Rights and Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent.

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

IX. DEFINITIONS

Applicable to Both **Coverage A – Follow Form Excess Liability** and **Coverage B – Umbrella**

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

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

2. **"Advertising Injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. The use of another's advertising idea in your "advertisement"; or
- b. Infringing upon another's copyright or slogan in your "advertisement".

3. **"Auto"** means:

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

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

4. **"Bodily injury"** means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".

6. **"Executive Officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

7. **"Impaired property"** means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of the contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

8. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume, the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in paragraph (2) above and supervisory, inspection or engineering activities.

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

10. "Loading or Unloading" means the handling of property:

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

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

11. "Mobile Equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, fork-lifts and other vehicles designed by use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shoves, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying,

welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

- (2) Cherry pickers and similar devices used to raise or lower workers;

- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.

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

- (1) Equipment designed primarily for:

- (a) Snow removal;
(b) Road maintenance, but not construction or resurfacing; or
(c) Street cleaning;

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

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

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

12. "Nuclear Energy Hazard"

Any liability or expense:

- a. With respect to which an insured under this policy is also an insured under a nuclear energy policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any other similar foreign or domestic authority of any jurisdiction, or their successors, or would be an insured under any such policy of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- b. Resulting from the hazardous properties of nuclear material and with respect to which:
- (1) Any person or entity is required to maintain financial protection pursuant

to the Atomic Energy Act of 1954, of any law amendatory thereof or of any similar law or regulation of any other foreign or domestic authority or jurisdiction; or

- (2) Any insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America or any other foreign or domestic governmental entity or any agency thereof, under any agreement entered into by the United States of America, any other foreign or domestic governmental body or any agency thereof, with any person or organization.

- c. To "bodily injury" or "property damage" resulting from the hazardous properties of nuclear material, if:

- (1) The nuclear material:

- (a) Is at any nuclear facility owned by or operated by or on behalf of an insured or,
(b) Has been discharged or dispersed there from.

- (2) The nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

- (3) The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this paragraph c. applies only to "Property Damage" to such nuclear facility and any property thereat.

As used in this definition:

"Hazardous properties" include radioactive, toxic or explosive properties.

"Nuclear material" means source material, special nuclear material, or by-products material.

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been

used or exposed to radiation in a nuclear reactor.

"Waste" means any waste material:

- (1) Containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content.
- (2) Resulting from the operation by any person or organization of any nuclear facility included under the first two paragraphs of the definition of nuclear facility.

"Nuclear facility" means:

- (1) Any nuclear reactor; or
- (2) Any equipment or device designated or used for:
 - (a) Separating the isotopes of uranium or plutonium; or
 - (b) Processing or utilizing spent fuel; or
 - (c) Handling, processing or packaging nuclear waste; or
- (3) Any equipment or device used for processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of an insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
- (4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste; and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

13. **"Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. **"Other Insurance"** means any insurance that may provide coverage to any insured which this policy would also provide, and includes any type of self-insurance or other mechanism arranged for funding of loss. "Other insurance" does not include "underlying insurance" or

insurance specifically purchased as excess over this policy.

15. **"Personal Injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

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

17. **"Products-Completed Operations Hazard"**

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

18. "Property Damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

19. "Retained Limit" means the amount stated as such in the Declarations for which the insured is responsible with respect to each "occurrence" under Coverage B – Umbrella Liability.

20. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" also includes:

- a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

21. "Temporary Worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

22. "Underlying insurance" means the liability insurance coverage provided under policies shown in the Schedule of Underlying Insurance for the limits and policy periods indicated. It includes any policies issued to replace those

policies during the term of this insurance that provide:

- a. At least the same limits of liability or limits of insurance; and
- b. The same hazards insured against, except as modified by general program revisions or as agreed to by us in writing.

23. "Underlying Insurer" means any insurer who issues a policy of "underlying insurance".

24. "Unmanned aircraft" means an aircraft that is not:

- a. Designed;
 - b. Manufactured; or
 - c. Modified after manufacture;
- to be controlled directly by a person from within or on the aircraft.

25. "War" means:

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

26. "Your Product"

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You;
- (b) Others trading under your name; or
- (c) A person or organization whose business or assets you have acquired; and

- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

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

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

27. "Your Work"

a. Means:

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

b. Includes:

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

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 anyone not named in the Schedule.

Schedule

VA

THIS ENDORSEMENT APPLIES AS A BLANKET WAIVER
OF SUBROGATION FOR THOSE PARTIES HAVING A WRITTEN
CONTRACT WITH THE POLICYHOLDER REQUIRING A WAIVER
OF SUBROGATION FOR WORKERS COMPENSATION COVERAGE OF THE
POLICYHOLDERS EMPLOYEES.

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 Policy No. WDAJ706814 Endorsement No.

Insured: Raymond Global, Inc. and Raymond Engineering-Georgia, Inc

Premium

Insurance Company

Countersigned by _____

This is a **CLAIMS-MADE AND REPORTED** policy. Subject to the terms, conditions, exclusions and limitations of this Policy, coverage is limited to liability for only those Claims that are first made against You and reported to Us in writing after the Retroactive Date and during the Policy Period or an Extended Reporting Period.

This is a "defense within limits" Policy with Claim Expenses included within the limit of liability. The limit of liability available to pay Damages will be reduced by amounts We pay for Claim Expenses as defined in the Policy. Further note that amounts incurred for Claim Expenses and Damages are subject to the deductible.

Please read this policy carefully.

Throughout this Policy, the terms **We**, **Us** and **Our** refer to the **Company** providing this insurance. The terms **You** and **Your** refer to the persons and entities insured under this Policy. Other terms in bold print have special meaning and are defined in the Policy.

In consideration of the premium charged, in reliance upon the statements in **Your** application and subject to the Declarations page, limitations, conditions, definitions and other provisions of this Policy, including endorsements hereto, **We** agree with **You** as follows:

A. COVERAGE

1. Professional Services Coverage

We will pay on **Your** behalf those sums which **You** become legally obligated to pay as **Damages** because of any **Claim** made against **You** for a **Wrongful Act**.

2. Privacy and Security Liability Coverage

We will pay on **Your** behalf those sums which **You** become legally obligated to pay as **Damages** because of any **Claim** made against **You** for a **Wrongful Act** resulting in a **Privacy Breach or Security Breach**. Any payment made hereunder is subject to the sublimit of liability referenced in Item 4. of the Declarations page. The sublimit of liability is part of, and not in addition to, the Limits of Liability referenced in Item 3. of the Declarations page.

3. Contractors Pollution Liability Coverage

We will pay on **Your** behalf those sums which **You** become legally obligated to pay as **Damages** because of any **Claim** made against **You** for a **Pollution Condition** caused by a **Wrongful Act**. Any payment made hereunder is subject to the sublimit of liability referenced in Item 4. of the Declarations page. The sublimit of liability is part of, and not in addition to the Limits of Liability referenced in Item 3. of the Declarations page.

4. Supplemental Coverage

The **Supplemental Coverage** Limits in Item 6. of the Declarations page, if applicable, are in addition to the Limits of Liability referenced in Item 3. of the Declarations page, unless stated otherwise.

a. Pre-Claim Assistance

If **You** report a **Potential Claim** to **Us** in writing during the **Policy Period**, any costs or **Defense Expenses** **We** incur in investigating or monitoring the **Potential Claim** will be paid by **Us**. The decision to incur any costs or **Defense Expenses** regarding a **Potential Claim** is at **Our** sole discretion. Payments made under this paragraph are part of, and not in addition to, the Limits of Liability referenced in Item 3. of the Declarations page.

b. Disciplinary Proceedings

We will pay on **Your** behalf only **Defense Expenses** incurred in responding to a **Disciplinary Proceeding** commenced against **You** and reported to **Us** in writing during the **Policy Period** or an **Extended Reporting Period**. **We** shall not pay any **Damages** incurred as a result of a **Disciplinary Proceeding**.

c. Subpoena Assistance

We will pay on **Your** behalf only **Subpoena Response Expenses** for a **Subpoena** first received by **You** and reported to **Us** in writing during the **Policy Period**. Any notice **You** give **Us** of such **Subpoena** that complies with the conditions under Section G.3. will be deemed notification of a **Potential Claim** under Section G.4. of

this **Policy**. The Subpoena Assistance Limit in Item 6. of the Declarations page is part of, and not in addition to, the Limits of Liability referenced in Item 3. of the Declarations page.

d. Remediation Assistance

We will pay on **Your** behalf only **Remediation Expenses** for a **Design Error Circumstance** first discovered by **You** during the **Policy Period** and reported to **Us** in writing during the **Policy Period**, provided that **We** consent in writing to such **Remediation Expense**; and

- 1) **You** provide **Us** with details of the **Design Error Circumstance**, how the **Design Error Circumstance** may reasonably be expected to give rise to a **Claim**, and a written remediation plan of the actions necessary to minimize potential liability for the **Design Error Circumstance**, including the amount of **Remediation Expense** anticipated to prevent or minimize a **Claim**; and
- 2) A prior **Remediation Expense** has not been requested during the **Policy Period**.

In the event a **Claim** is made arising out of the **Design Error Circumstance**, then **We** will cease paying **Remediation Expense** for the **Design Error Circumstance**, and the matter will be handled per A.1. Professional Services Coverage. The decision to incur any costs or **Remediation Expenses** regarding a **Design Error Circumstance** is at **Our** sole discretion. The Remediation Expense Limit in Item 6. of the Declarations page is part of, and not in addition to, the Limits of Liability referenced in Item 3. of the Declarations page.

e. ADA, FHA and OSHA Regulatory or Administrative Actions Assistance

We will pay on **Your** behalf only **Defense Expenses** to respond to a regulatory or administrative action, or related regulatory or administrative action, commenced directly against **You** during the **Policy Period**, by a government agency under the Americans with Disabilities Act of 1990 (ADA), the Fair Housing Act (FHA), or the Occupational Safety and Health Act (OSHA), and reported to **Us** in writing during the **Policy Period**.

f. Crisis Event

We will pay on **Your** behalf **Event Expenses** for a **Crisis Event** first occurring and reported to **Us** in writing during the **Policy Period**.

g. Reputation Protection

We will reimburse **You** up to fifty percent (50%) of reasonable **Event Expenses** **You** incur responding to a **Reputation Event** first occurring and reported to **Us** in writing during the **Policy Period**.

h. Municipal Securities Rulemaking Board Assistance

We will pay on **Your** behalf only **Defense Expenses** incurred in respond to a regulatory or administrative action, commenced against **You** and reported to **Us** in writing during the **Policy Period**, naming **You** as the respondent for violations of Municipal Securities Rulemaking Board ("MSRB") rules regarding the fiduciary duty for municipal advisors. This **Policy** does not otherwise apply to any **Claim(s)** or **Supplemental Coverage Matter(s)** based upon, arising out of, or in any way relating to, directly or indirectly, a MSRB rule violation.

i. Withheld Client Fee Assistance

If **You** attempt to collect a contractual fee due for **Professional Services** that **Your** client has refused to pay for more than three (3) months from the time payment was due ("Withheld Client Fee") and:

- 1) As a result of such collection attempts, **Your** client brings an otherwise covered **Claim** against **You** during the **Policy Period** alleging negligence in the rendering of **Your Professional Services** for an amount greater than owed to **You**; and
- 2) **Your Professional Services** were rendered under a fully executed, written professional services contract with **Your** client; and
- 3) **You** provide **Us**, prior to incurring **Claim Expenses** or payment of **Damages**, with written confirmation from **Your** client, acceptable to **Us**, that **Your** client will withdraw their **Claim** against **You** ("written confirmation");

then **We** will reimburse fifty percent (50%) of **Your** Withheld Client Fee. **We** must receive such written confirmation prior to payment of **Your** Withheld Client Fee under this section.

j. Nonprofit Directors and Officers

We will pay only **Defense Expenses** on **Your** behalf arising out of a **Suit** made against **You** during the **Policy Period** and reported to **Us** in writing during the **Policy Period**, for **Your** negligent acts, errors or omissions as a director or officer of a **Nonprofit Entity** on behalf of the **Named Insured**, provided that such activities as a director or officer of a **Nonprofit Entity** have been previously disclosed to **Us** in **Your** application or other written form accepted by **Us**.

The coverage provided under this Nonprofit Directors and Officers Expense shall be excess of all other valid and collectable Directors and Officers Liability Insurance whether provided on a primary, excess, contingent or any other basis which has been issued to such **Nonprofit Entity** or **You**.

k. Peer Review

We will reimburse **You** for fifty percent (50%) of the cost of a peer review program ("peer review") initiated, completed and reported to **Us** in writing during the **Policy Period** provided:

- 1) **You** provide **Us** with a copy of such peer review report or finding and invoice for the cost of the peer review; and
- 2) The peer review must be performed by a qualified national professional society such as the American Institute of Architects or the American Council of Engineering Companies.

l. Expense Reimbursement

We will pay reasonable expenses **You** incur to attend hearings, trials or depositions, involving a **Claim** or **Disciplinary Proceeding**, at **Our** written request.

5. Additional Requirements

The following additional requirements and limitations shall apply to coverage provided under A.1., A.2., A.3. and A.4. above:

- a. The **Wrongful Act** and **Professional Services** must have first occurred on or after the applicable **Retroactive Date(s)**;
 - b. None of **You** had knowledge of a **Wrongful Act**, or any facts or other circumstances, which may reasonably give rise to a **Claim** or **Supplemental Coverage Matter**, or knowledge of any **Claim** or **Supplemental Coverage Matter**, prior to the inception date of this **Policy**; and
 - c. The **Claim** or **Supplemental Coverage Matter** must first be made and reported to **Us** in writing during the **Policy Period** or an applicable **Extended Reporting Period**.
-

B. DEFENSE AND SETTLEMENT

1. **We** have the exclusive right and duty to defend any **Claim** made under this **Policy**, even if the allegations are groundless, false or fraudulent. However, if **You** are entitled under applicable law to select defense counsel, then such defense counsel shall comply with **Our** customary rates and litigation guidelines regarding billing, staffing and reporting. **We** will pay **Claim Expenses** in connection with a **Claim** **We** defend. **We** are not obligated to defend any criminal investigation, criminal proceeding or prosecution, or any **Claim** for **Equitable Relief** against **You**. If a **Claim** is not covered under this **Policy**, **We** will have no duty to defend it.
 2. **Our** duty to defend any **Claim** or pay any amount as **Damages**, **Claim Expenses** or **Defense Expenses** will cease when **Our** Limit of Liability has been exhausted, or there is a **Final Adjudication** against **You**. Upon exhaustion of the limits of liability, **We** will tender control of the defense to the **Named Insured**. The **Named Insured** agrees to accept this tender of defense.
 3. **We** will not settle a **Claim** without **Your** consent, which shall not be unreasonably withheld. **You** agree to consult with **Us** to resolve any differences relating to such a settlement.
 4. The **Named Insured** is responsible for any expenses, including fees or costs charged by a lawyer defending **You**, incurred without **Our** written consent.
-

C. LIMIT OF LIABILITY AND DEDUCTIBLE

1. Limit of Liability

- a. The Limit of Liability shown on Item 3.a. of the Declarations page is the most **We** will pay for the sum of all **Loss** arising out of a single **Claim** or related **Claims** and related **Supplemental Coverage Matters**, if such **Supplemental Coverages** are stated as part of, and not in addition to, the Limits of Liability, regardless of the number of persons or entities insured under this **Policy**, number of **Claims** made, number of **Supplemental Coverage Matters**, or the number of persons or entities making **Claims** or **Supplemental Coverage Matters** during the **Policy Period** or during any **Extended Reporting Period**.
- b. All **Claim Expenses** will first be subtracted from the Limit of Liability, with the remainder, if any, being the amount available to pay for **Damages**.
- c. The Aggregate limit shown on Item 3.b. of the Declarations page is the most **We** will pay for the sum of all **Loss** for all **Claims** and for all **Supplemental Coverage Matters** if such **Supplemental Coverages** are stated as part of, and not in addition to, the Limits of Liability under this **Policy**.
- d. The **Supplemental Coverage** Limits shown on Item 6. of the Declarations page, if applicable, are the most **We** will pay for all **Defense Expenses** arising out of a single **Supplemental Coverage Matter** or related **Supplemental Coverage Matters** for each **Supplemental Coverage**. The Aggregate **Supplemental Coverage** Limits shown on Item 6. of the Declarations page, if applicable, is the most **We** will pay for the sum of all **Defense Expenses** for all **Supplemental Coverage Matters** for each **Supplemental Coverage**. The applicable **Supplemental Coverage** Limits are in addition to the Limits of Liability referenced in Item 3. of the Declarations page, unless stated otherwise.

2. Deductible

You will pay the deductible amounts shown on the Declarations page. The deductibles apply as applicable to each **Claim** or **Supplemental Coverage Matter**. **You** must pay the deductible immediately when invoiced or, in the event that offers of judgment or settlement demands are made which **You** and **We** agree should be accepted, prior to the expiration of the time period for responding to such offers or demands.

If different parts of a **Claim** or **Supplemental Coverage Matter** are subject to different deductibles, the applicable deductible will be applied separately to each part of such **Claim** or **Supplemental Coverage Matter**, but the sum of such deductibles shall not exceed the largest applicable deductible.

Any **Professional Service** rendered by, or expense incurred by **You** for redesign, changes, additions, or remedies necessitated by a **Claim**, or any return, withdrawal, or reduction of fees are not chargeable against the deductible or covered under this **Policy** without **Our** prior written consent.

3. Deductible Reduction Benefits

a. Claim-Free

You will be entitled to an automatic reduction in **Your** deductible provided that the following qualifications are met:

- 1) **We** have issued a **Policy** to **You** for a minimum of three (3) consecutive annual **Policy Periods**;
- 2) **Your Policy** must be account current with no overdue payments outstanding; and
- 3) **You** have not reported any **Claims** in the last three **Policy Periods**.

Then **Your** deductible obligation will be reduced by twenty-five percent (25%). The maximum amount of any such reduction is \$5,000.

b. Mediation

If **We** ask and **You** agree to use **Mediation** to resolve any **Claim** brought against **You** and if the **Claim** is resolved by **Mediation** within 180 days of the date such **Claim** was reported to **Us** in accordance with Section G. Duties in the Event of Claim(s), Potential Claim(s) or Supplemental Coverage Matter(s), **Your** deductible obligation for that **Claim** will be reduced by fifty percent (50%). The maximum amount of any such reduction is \$25,000.

c. Risk Management

Upon written notice of a **Claim** or **Potential Claim**, if the **Named Insured** provides **Us** with the relevant fully executed contract dated prior to such **Claim** or **Potential Claim** which contains at least two of the following provisions:

- 1) An enforceable waiver of consequential damages provision in **Your** favor;
- 2) A requirement stating the prime contractor shall specifically name **You** as an Additional Insured under their general liability policy with policy limits of at least \$1,000,000 per occurrence, and retained a current Certificate of Insurance on file evidencing such coverage;
- 3) Obtained certificates of insurance from **Your** subconsultants evidencing valid, current Professional Liability and General Liability insurance policies with policy limits at least equal to those limits carried by **You**;
- 4) Enforceable limitation of liability limiting **Your** liability to the lesser of **Your** fee or \$250,000; this benefit shall not apply if **Your** Per **Claim** Limit of Liability is \$500,000 or less; or
- 5) Require mandatory Mediation as the first method of dispute resolution.

We will reduce **Your** deductible obligation for that **Claim** by fifty percent (50%), subject to a maximum of \$25,000 (Per **Claim**).

- d. Deductible reductions may not be combined. Only one reduction in **Your** deductible obligation may be applied to a single **Claim**. A deductible reduction will not be applied:
 - 1) To any subsequent **Claims** in the **Policy Period**; or
 - 2) If the **Policy** is cancelled, terminated, non-renewed or subject to an **Extended Reporting Period**.

4. Aggregate Deductible

The Aggregate Deductible amount will be shown in the Declarations page, if applicable, and is the most **You** will pay for the sum of all Deductibles for all **Claims** to which this **Policy** applies.

5. Reimbursement

In the event that **We** voluntarily choose or are compelled by a court of law to make any payment of the deductible or any **Loss** not covered by this **Policy**, and request reimbursement from **You**, the reimbursement is payable immediately, but no later than thirty (30) days after **Our** written demand.

D. DEFINITIONS

Additional Insured means a client of the **Named Insured** for **Professional Services** provided a written agreement between the **Named Insured** and the client requires the client to be an **Additional Insured** for the **Named Insured's Professional Services**. The client is only an **Additional Insured for a Pollution Condition** caused by the **Named Insured's Professional Services**. The **Pollution Condition** must occur after the execution of such written agreement. Our liability shall not exceed the limit of liability required by such written agreement or the remaining applicable Limit of Liability under this **Policy**, whichever is less.

Bodily Injury means physical injury of a person, sickness or disease or death and, if arising out of the foregoing, mental anguish, emotional distress, mental injury, shock or humiliation.

Breach Notice Law means any federal, state, local or foreign privacy legislation, regulation and their functional equivalent that requires an entity to provide notice to affected natural persons of any actual or potential unauthorized access to their **Confidential Records**.

Claim means any:

1. Written demand received by an **Insured** for money, services or **Equitable Relief**;
2. **Suit**;
3. Formal administrative or regulatory proceeding commenced by the filing of charges, formal investigative order or similar document;
4. Arbitration or mediation proceeding commenced by the receipt of a demand for mediation or similar document; or

5. Written request received by an **Insured** to toll or waive a statute of limitations.

All **Claims** made against any **Insured** that include, in whole or in part, allegations of **Wrongful Acts**, **Wrongful Acts** causing a **Pollution Condition**, and facts or circumstances that have a causal or logical connection will be considered one **Claim**. All such **Claims** will be considered first made at the time the earliest such **Claim** was made against any **Insured**. **Wrongful Acts**, **Wrongful Acts** causing a **Pollution Condition**, and facts or circumstances have a causal connection if the **Wrongful Acts**, **Wrongful Acts** causing a **Pollution Condition**, and facts or circumstances, give rise, directly or indirectly, to the other such **Wrongful Acts**, **Wrongful Acts** causing a **Pollution Condition**, facts or circumstances. **Wrongful Acts**, **Wrongful Acts** causing a **Pollution Condition**, and facts or circumstances have a logical connection if there is a goal, motive or methodology that is both common and central to the matters alleged.

Claim Expense means all expenses **We** incur or authorize in writing for the investigation, adjustment, defense or appeal of a **Claim**. These expenses include fees charged by a lawyer, mediator or arbitrator with **Our** consent for which **You** are obligated. **Claim Expenses** also means premiums on appeal, attachment or similar bonds.

Claim Expenses do not include salaries, wages, fees, overhead or benefit expenses associated with:

1. Any **Insured** except as specified in A.4.I. Expense Reimbursement; or
2. **Our** employees, except for salaries, wages, fees, overhead or benefit expenses charged by **Our** employed attorneys who are designated to represent **You**, with **Your** prior written consent. **Claim Expenses** also do not include criminal or civil fines, statutory penalties, or sanctions against **You**, whether imposed by law or otherwise.

Company means the insurance company that issued this **Policy**, as shown on the Declarations page or referred to herein as **We**, **Us**, or **Our**.

Computer means a single hardware device or group of hardware devices, on which software, applications, script, code or computer programs, containing **Data** can be operated and viewed.

Confidential Record means a natural person's first name or first initial and last name in combination with:

1. Non-public personally identifiable information, as defined in applicable federal, state, local or foreign legislation or regulations including, social security number, driver's license number or other personal identification number (including an employee identification number or student identification number);
2. Financial account number (including a bank account number, retirement account number or healthcare spending account number);
3. Credit, debit or payment card numbers;
4. Information related to employment by an **Insured**;
5. Individually identifiable information considered nonpublic personal information pursuant to Title V of the Gramm-Leach Bliley Act of 1999, as amended; or
6. Individually identifiable information considered protected health information pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended;

which is owned by an **Insured** or for which an **Insured** is legally liable and is intended by an **Insured** to be accessible only by natural persons or entities it has specifically authorized to have such access.

Construction Manager means a person or entity providing the following services for the construction of real property:

1. Construction recommendations to the owner, architects, and engineers during the planning, design, and post-construction phases of construction;
2. Construction scheduling; or
3. Overall coordination of construction consultants and construction contractors during construction.

Crisis Event means:

1. Potential dissolution of the **Named Insured**;
2. Death, serious illness or departure of a principal, partner, owner, director, executive officer, risk manager or in-house general counsel of the **Named Insured**;

3. An incident of workplace violence; or
4. The arrest of, initiation of a criminal investigation of, or criminal proceeding against the Chief Executive Officer, Chief Financial Officer, President, partner, principal, LLC Managing Member, or member of the board of directors, for the rendering of **Professional Services**;

that could reasonably have a material adverse effect on the **Named Insured's** reputation.

Crisis Management Firm means a public relations service provider hired by **You** with **Our** prior written consent. **Our** consent will not be unreasonably withheld.

Cyber Attack means the transmission of fraudulent or unauthorized **Data** that is intended to, and successfully modifies, alters, damages, destroys, deletes, records, transmits, or consumes information within a **System** without authorization, including **Data** that is self-replicating or self-propagating, and which causes the disruption of the normal operation of a **System**.

Damages mean:

1. Compensatory monetary judgments, awards or settlements, unless otherwise excluded;
2. Pre-judgment interest;
3. Post judgment interest that accrues after entry of judgment and before **We** have paid, offered to pay or deposited in court, that part of the judgment within the applicable Limit of Liability; and
4. Punitive or exemplary damages, and the multiple portions thereof, if insurable under the law of the applicable jurisdiction most favorable to the insurability of such **Damages**.

Damages do not include:

5. Any costs or expenses in complying with any demand for or award of **Equitable Relief**, even if such compliance is compelled as a result of a judgment, award or settlement;
6. Any return, restitution or reduction of professional fees;
7. Correcting, re-performing or completing any **Professional Services**; or
8. Criminal or civil fines, statutory penalties, or sanctions against **You**, except as provided with respect to punitive or exemplary damages, whether imposed by law or otherwise.

Data means a representation of information, knowledge, facts, concepts or instructions which are being processed or have been processed in a **Computer**.

Defense Expenses means all expenses **We** incur or authorize in writing for a **Supplemental Coverage Matter**. These expenses include fees charged by a lawyer, mediator or arbitrator with **Our** consent for which **You** are obligated. **Defense Expenses** do not include **Damages**, other relief or **Claim Expenses**. **Defense Expenses** also do not include criminal or civil fines, statutory penalties, or sanctions against **You**, whether imposed by law or otherwise.

Design Error Circumstance means a **Potential Claim** that arises out of a design error. **Design Error Circumstance** does not include any actual or alleged negligence in the review of shop drawings and submittals, issuance of change orders, observation of construction or review of any contractors' requests for payment.

Disciplinary Proceeding means an administrative or regulatory proceeding by a regulatory or disciplinary official or agency to investigate or prosecute charges alleging professional misconduct or ethical violations in the performance of **Professional Services**.

Domestic Partner means any natural person granted legal status as a domestic partner under any applicable federal, state or local law or under the provisions of any formal program established by the **Named Insured**.

Employment Practices means any actual or alleged:

1. Wrongful termination of the employment of, or demotion of, or failure or refusal to hire or promote any person in violation of law or in breach of any agreement to commence or continue employment;
2. Unlawful employment discrimination;
3. Sexual harassment of an employee or applicant for employment; or

4. Retaliatory treatment against an employee on account of that employee's exercise or attempted exercise of his or her rights under law.

Equitable Relief means a remedy other than the payment of expenses or monetary damages. **Equitable Relief** includes non-monetary relief and injunctive relief.

Event Expenses means the reasonable fees and costs for public relations consulting services performed by a **Crisis Management Firm**, as a result of a **Crisis Event** and/or **Reputation Event**.

Extended Reporting Period means an additional period of time for reporting **Claim(s)** and **Disciplinary Proceedings**.

Final Adjudication means a final judgment or settlement entered into, terminating the litigation or administrative proceedings.

Independent Contractor means a natural person who performs **Professional Services** on behalf of the **Named Insured**, subject to a written contract with, and at the direction and control of, the **Named Insured**, provided such natural person is listed in an Independent Contractor Endorsement attached to this **Policy**.

Insured, also referred to herein as **You** or **Your**, means the **Named Insured** and:

1. Any **Predecessor Firm**;
2. The **Named Insured's** participation in a joint venture, but solely for the **Named Insured's** legal liability for **Professional Services** provided by the joint venture. Insured does not include the joint venture itself or any other entity that is part of the joint venture;
3. Any individual, who was, is or becomes an owner, partner, officer, director, shareholder, or employee of the **Named Insured**, solely while acting in a professional capacity on behalf of the **Named Insured** or a **Predecessor Firm**;
4. A past or present **Independent Contractor** solely while acting in a professional capacity on behalf of the **Named Insured** or a **Predecessor Firm**;
5. The **Named Insured's** part-time, intern, temporary or leased employees, but only while acting on behalf of the **Named Insured** and under **Your** direct supervision;
6. **Your** lawful spouse or **Domestic Partner**, solely for liability arising from any **Wrongful Act** of an **Insured** committed without the participation of such spouse or **Domestic Partner**;
7. **Your** heirs, assigns and legal representatives in the event of **Your** death, incapacity or bankruptcy to the extent **You** would have been covered; and
8. Any **Additional Insured**, but only with respect to a **Claim** under Section A.3. Contractors Pollution Liability Coverage, only alleging vicarious liability imposed due to a **Wrongful Act** by the **Named Insured**. No coverage is afforded to the **Additional Insured** for any **Claim** alleging, or in any way involving, any independent negligent act, error, omission of, or misstatement of the **Additional Insured**.

Licensed Remote Pilot means an individual **Insured** that has satisfied required federal, state and local licensing and certification requirements to operate an **Unmanned Aircraft**, and all licensing and certification requirements are valid and in force during the time **You** are operating such **Unmanned Aircraft** as part of **Your Professional Services**.

Loss means **Claim Expenses**, **Damages** and **Defense Expenses**.

Mediation means the non-binding intervention of a qualified neutral third party chosen by **You** and the other party to a **Claim** with agreement by **Us**.

Motor Vehicle means a motor vehicle, automobile, van, bus, motorcycle, self-propelled vehicle, trailer or semi-trailer, including any attached machinery or equipment, whether or not designed for travel on public roads.

Named Insured means the sole proprietor, entity, partnership, or corporation designated in the Declarations page.

Non-Profit Entity means any entity described in section 501(c)3 of the Internal Revenue Code of 1986, as amended.

Personal Injury means:

- False arrest, detention or imprisonment;
- Wrongful entry, eviction or other invasion of private occupancy;

Malicious prosecution;

Abuse of process;

The publication or utterance of libel, slander or other defamatory or disparaging material; or

A **Publication** in violation of a person's right of privacy.

Policy means this **Policy** form, the Declarations page, and any endorsements to the **Policy** issued by **Us**, and **Your** application.

Policy Period means the period from the inception date of this **Policy** to the **Policy Termination Date**.

Policy Termination Date means the expiration date of this **Policy** as shown on the Declarations page, or the cancellation date of this **Policy**, whichever is earlier.

Pollution Condition means the actual or alleged discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in **Bodily Injury** or **Property Damage**. **Pollution Condition** does not include the transportation, shipment, delivery or disposal of pollutants, contaminants, waste, products or materials.

Potential Claim means a **Wrongful Act** or any facts or other circumstances which may subsequently give rise to a **Claim**.

Predecessor Firm means a design firm, disclosed as such to us, that is dissolved or inactive, and no longer rendering **Professional Services**, whose financial assets and liabilities the **Named Insured** is the majority successor in interest; provided such entity is listed in a Schedule of Predecessor Firms Endorsement attached to this policy.

Privacy Breach means:

1. **Your** failure to protect a **Confidential Record**, including a **Cyber Attack** on **Your System** or the actions of a **Rogue Employee** which directly results in the unauthorized disclosure of one or more **Confidential Records**;
2. The theft or negligent loss of hardware, **Storage Media**, **System Output**, **Data** or other documents owned or controlled by, or on behalf of, **You** on which **Confidential Records** are stored or recorded;
3. **Your** negligent failure to disclose an event referenced in 1. or 2. above in violation of any **Breach Notice Law**; or
4. **Your** negligent violation of any applicable federal, state, foreign or local privacy legislation or regulation in connection with any **Claim**.

Professional Services means services performed for others as an architect, computer aided design or drafting consultant, **Construction Manager**, engineer, expert or forensic witness, interior designer, laboratory testing consultant, land planner, land surveyor, landscape architect, Leadership in Engineering and Environmental Design (LEED®) consultant, scientist, space planner, or technical consultant, including **Unmanned Aircraft Services** while providing the above.

Property Damage means physical injury to, loss of, or destruction of tangible property, including the loss of use thereof; or loss of use of tangible property that has not been physically injured or destroyed. Data is not tangible property.

Publication means the act of declaring or announcing to the public by an **Insured**.

Remediation Expense means reasonable and necessary fees, costs and expenses incurred by the **Named Insured's** remediation of a **Design Error Circumstance** arising out of rendering **Professional Services**.

Reputation Event means a **Wrongful Act(s)** that could reasonably have a material, adverse effect on the **Named Insured's** reputation and result in a loss of revenues because of diminished customer confidence, based on unfavorable information made available by or appearing on:

1. Social media;
2. Television or radio broadcasts; or
3. Newspapers;

provided such written media is in general circulation and such electronic media is available to the public on a fully open network that is neither password protected nor restricted from access by any method.

Retroactive Date(s) refers to the date shown in Item 7. of the Declarations page. If "Full Prior Acts" or "Unlimited" is shown in Item 7. of the Declarations page, the **Retroactive Date** will be the earliest date of establishment of the **Named Insured** or a **Predecessor Firm**.

Rogue Employee means a permanent employee of the **Named Insured** who has gained **Unauthorized Access**, or has exceeded authorized access, to a **System** or **Confidential Records** owned or controlled by **You** or an entity that is authorized by **You** to hold, process or store **Confidential Records** for **Your** exclusive benefit.

Security Breach means:

1. The failure or violation of the security of **Your System**, including the impairment or denial of access to **Your System**, a **Cyber Attack**, or unauthorized acts or omissions by a **Rogue Employee**, which damages or harms **Your System** or the **System** of a third party with whom **You** provides services for a fee;
2. The loss of hardware or **Storage Media** controlled by, or on behalf of, **You** on which **Data** is stored; or
3. The failure to disclose an event in 1. or 2. above which violates any **Breach Notice Law**.

Storage Media means objects on which **Data** is stored so that it can be read, retrieved or processed by a **Computer**. **Storage Media** does not mean paper. **Storage Media** also does not mean money, financial instruments, or documents.

Subpoena means a subpoena received by **You** for documents or testimony arising out of **Your** rendering of **Professional Services** provided that:

1. The subpoena arises out of a lawsuit to which **You** are not a party; and
2. **You** have not been engaged to provide advice or testimony in connection with the matter or have not provided such advice or testimony in the past.

Subpoena Response Expenses means attorney fees incurred in response to a **Subpoena** to provide advice regarding the production of documents (excluding any fees to produce such documents), to prepare **You** for sworn testimony, and to represent **You** at depositions of **You**, by an attorney retained by **Us**.

Suit means a civil proceeding for monetary, non-monetary or injunctive relief, which is commenced by service of a complaint or similar pleading. **Suit** includes a binding arbitration proceeding in which **Damages** are alleged, and to which **You** must submit or do submit with **Our** consent.

Supplemental Coverage means coverages under Section A.4. Supplemental Coverage.

Supplemental Coverage Matter means facts or other circumstances which are covered under Section A.4. Supplemental Coverage.

System means a **Computer**, **Storage Media** and all input, output, processing storage and communication devices controlled, supervised or accessed by the operation systems that are proprietary to, or licensed to, the owner of the **Computer**.

System Output means a tangible substance on which one or more **Confidential Records** are printed from a **System**.

Total and Permanent Disability means a disability that wholly prevents rendering **Professional Services**, provided that such disability is reasonably expected to be continuous and permanent.

Unauthorized Access means the use of or access to **Systems** by a person not authorized to do so by the **Named Insured**; or the use or access to **Systems** in a manner not authorized by the **Named Insured**.

Unmanned Aircraft, also referred to as a "Drone" in the industry, means an aircraft operated under remote control and without a human pilot on board.

Unmanned Aircraft Services means utilizing an **Unmanned Aircraft** by an individual who is a **Licensed Remote Pilot** and complies with Federal Aviation Administration (FAA) operating limitations for small, unmanned aircraft systems while performing **Professional Services**.

Wrongful Act(s) means any actual or alleged negligent act, error or omission, misstatement, or **Personal Injury** in the rendering of or failure to render **Your Professional Services**. When a **Claim** is based upon or arises out of more

than one **Wrongful Act**, the date of all such **Wrongful Acts** shall be deemed to be the date of the first such **Wrongful Act**, whether prior to or during the **Policy Period**.

E. EXCLUSIONS

1. This **Policy** does not apply to **Claim(s)** or **Supplemental Coverage Matter(s)** based upon, arising out of, or in any way relating to, directly or indirectly:

a. Conduct

Any **Insured** committing any intentional, dishonest, criminal, malicious or fraudulent act or omission. However, **We** will defend **Claims** alleging any of the foregoing conduct until there is a judgment, **Final Adjudication**, or finding of fact against, or adverse admission by, any of **You** as to such conduct at which time **You** shall reimburse **Us** for **Claim Expenses**. **We** shall not cover any **Claim** if **You** plead nolo contendere or no contest to a criminal proceeding against **You** arising out of the same, or essentially the same, material facts as such **Claim**;

b. Non-Monetary Relief

Any demand for **Equitable Relief**;

c. Worker's Compensation

Any **Bodily Injury** to any employee, contractor or subcontractor, including any employee, volunteer worker, leased employee or temporary worker thereof, while working on behalf of any **Insured**; or any obligation under any workers' compensation, unemployment compensation, employers' liability, disability benefits law or any similar law;

d. Faulty Workmanship

Any construction, erection, fabrication, installation, assembly, manufacture, remediation services, or supplying of equipment or materials, that is the responsibility of any **Insured**. However this Exclusion 1.d. does not apply to remediation that is required as a result of a **Wrongful Act** under Section A.3. Contractors Pollution Liability Coverage;

e. Goods / Products

The design or manufacture or any latent defect or inherent vice of goods or products which are sold or supplied by an **Insured** or by others under license from **You**; however, this exclusion does not apply to software sold or supplied by **You** to **Your** customer or client in connection with **Your** provision of **Professional Services** to such customer or client, or to the supplying of furniture, fixtures, or equipment as part of interior design services;

f. Nuclear

Any nuclear reaction, radiation or contamination, under any circumstances and regardless of cause;

g. Warranty / Guarantee

The failure of goods, products, or services to conform with any electronic, oral, written, or other representation or warranty with respect to durability, fitness, performance, quality or use; however, this exclusion does not apply to a guarantee that **Your Professional Services** conform with the generally accepted standard of care applicable to that **Professional Service**;

h. Property

Your ownership, rental, leasing, operation, maintenance, use or repair of any real or personal property, including **Property Damage** to property owned, occupied, rented or leased by or to any **Insured**;

i. Motor or Mobile Vehicles

Any ownership, maintenance, operation, use, loading or unloading, by, on behalf of, or at the direction of any **Insured**, of watercraft, automobiles, **Motor Vehicles**, aircraft or mobile vehicles of any kind;

j. Employment Practices

Any **Employment Practices** liability or any discrimination on any basis, including, but not limited to: race, creed, color, religion, ethnic background, national origin, age, handicap, disability, gender, sexual orientation or pregnancy;

k. Contract

Any liability **You** assume under any written contract or agreement; however, this exclusion does not apply to:

- 1) Liability **You** would have in the absence of such written contract or agreement; or
- 2) Liability **You** would assume under any written contract to reimburse any person or entity for reasonable costs of defense of **Your** client under any hold harmless or indemnity agreement, as long as the obligation is limited to the proportionate share of **Your** liability for rendering **Professional Services** established in a **Final Adjudication** of proportionate fault against **You**. This exception does not apply to any immediate duty to defend that **You** assume, and **We** have no obligation to defend the client or to pay any costs incurred by the client on an ongoing or interim basis. **We** do, however, have the right, in **Our** sole discretion, to appoint counsel to defend both **You** and the client if applicable ethical rules permit such representation. This exception also does not apply if the client declines to accept a joint defense from **Us**;

l. False Pretenses

Any transfer, payment or delivery of funds, money or property, by anyone, which was caused or induced by trick, artifice, or the misrepresentation of a fact including, but not limited to, funds transfer fraud, social engineering, computer fraud, pretexting, phishing, spear phishing or any other confidence trick.

m. Related Entities

Services rendered to or failed to be rendered to, any business enterprise, charitable organization, pension, welfare, profit sharing, mutual or investment fund, or any entity not named in the Declarations, in which any past or present employee or other individual affiliated with the **Named Insured**:

- 1) Holds an interest of more than 50%, as a partner, member, principal or stockholder;
- 2) Is an employee, manager, officer, or director at any time **Professional Services** were rendered or failed to be rendered; or
- 3) Directly or indirectly controls, operates or manages;

However, this exclusion 1.n. does not apply to a **Claim** by a non-profit entity for which **You** are only an officer or director.

2. Network Security

This **Policy** does not apply to **Claim(s)** or **Supplemental Coverage Matter(s)** based upon, arising out of, or in any way relating to, directly or indirectly:

- a. Controlling, creating, designing, or developing any third party's Website;
- b. Controlling, creating, designing, developing, determining, or providing the content or material of any third party's website;
- c. Controlling, facilitating, providing, or failing to control, facilitate, or provide, access to the internet;
- d. Any infringement of, violation of, or assertion of, any right to or interest in any software, software source content or material **Computer** code, **Computer** source content or material or expression method, or process designed to control or facilitate any operation or other use of a **Computer** or automated system; or
- e. Any infringement of a patent or trade secret.

3. Ownership Interest / Insured vs. Insured

This **Policy** does not apply to **Claim(s)** or **Supplemental Coverage Matter(s)** brought by or on behalf of:

- a. Any **Related Entity** or business entity that is owned, managed or operated, directly or indirectly, by any employee or individual affiliated with the **Named Insured** or any **Predecessor Firm**, or in which any employee or individual affiliated with the **Named Insured** or any **Predecessor Firm** has an ownership interest in excess of fifty percent (50%), or in which any employee or individual affiliated with the **Named Insured** or any **Predecessor Firm** is an officer or director;

- b. Any parent company, subsidiary, successor or assignee of the **Named Insured** or any **Predecessor Firm**, or anyone affiliated with the **Named Insured** or any **Predecessor Firm**, including any business entity related to any of these through common majority ownership or control; or
- c. Any **Insured** under this **Policy** against any other **Insured** under this **Policy**.

F. EXTENDED REPORTING PERIODS

1. Automatic Extended Reporting Period

You will be entitled to an automatic **Extended Reporting Period** for no additional premium. This extension is applicable to a **Claim** or **Disciplinary Proceeding** first made against **You** during the **Policy Period**, and reported to **Us** in writing during the sixty (60) days immediately following the **Policy Termination Date**.

2. Optional Extended Reporting Period

We will provide an optional **Extended Reporting Period** as described below:

If this **Policy** is canceled, terminated or non-renewed, **You** shall have the right, upon payment of an additional premium, to an extension of the reporting period for **Claims** or **Disciplinary Proceedings** against **You** first made and reported after the **Policy Termination Date**, but only with respect to **Wrongful Acts** committed after the applicable **Retroactive Date** and wholly prior to the **Policy Termination Date**, and otherwise covered by this **Policy**.

- a. The available optional **Extended Reporting Period** options and additional premium are determined in accordance with the rules, rates and rating plans **We** then have in effect in **Your** state.
- b. **You** must request the optional **Extended Reporting Period** in writing and must pay **Us** the additional premium within thirty (30) days following the date of such cancellation, termination or non-renewal. If **We** do not receive **Your** request and premium payment within thirty (30) days following the date of such cancellation, termination or non-renewal, **Your** right to purchase the optional **Extended Reporting Period** will cease.
- c. If **We** cancel for non-payment of premium, the **Named Insured** may purchase the optional **Extended Reporting Period** only after any earned premium due **Us** is paid within ten (10) days after the date of cancellation or **Policy** expiration, whichever comes first.
- d. All premiums paid for an optional **Extended Reporting Period** shall be deemed fully earned as of the first day of the optional **Extended Reporting Period**. Once the premium for the optional **Extended Reporting Period** is paid, it may not be cancelled.
- e. The optional **Extended Reporting Period** does not extend the **Policy Period** or change the scope of coverage provided. There are no separate, additional or reinstated limits of liability for the **Extended Reporting Period**.

3. Death or Disability Extended Reporting Period

If, during the **Policy Period**, the **Named Insured**, who is a sole proprietor, dies or becomes **Totally And Permanently Disabled**, having been continuously insured by **Us** under an Architects and Engineers Professional Liability Insurance policy for the immediately preceding ten (10) full years, does not have any other available insurance coverage, and meets **Our** eligibility requirements, **We** will issue a death or disability **Extended Reporting Period** endorsement without additional charge. This **Extended Reporting Period** is an extension of the reporting period for **Claims** or **Disciplinary Proceedings** against the **Named Insured** first made and reported after the **Policy Termination Date**, but only with respect to **Wrongful Acts** committed after the applicable **Retroactive Date** and wholly prior to the **Policy Termination Date**, and otherwise covered by this **Policy**. The death or disability **Extended Reporting Period** expires when the executor or administrator of **Your** estate is discharged or **Your** disability ends. The death or disability **Extended Reporting Period** does not extend the **Policy Period** or change the scope of coverage provided. There are no separate, additional or reinstated limits of liability for the **Extended Reporting Period**.

You or **Your** estate must as soon as practicable, but no later than sixty (60) days after the **Policy Termination Date**, notify **Us** in writing if this coverage is desired. This death or disability **Extended Reporting Period** does not apply to **Claims** that are covered under any subsequent insurance available to **You**, or that would be covered

but for exhaustion of the amount of insurance applicable to such **Claims**.

We also require:

- a. Written proof of **Your Total and Permanent Disability**, including the date it happened, certified by **Your** attending physician. **You** agree to submit to medical examination(s) by any physician(s) **We** designate if requested; or
- b. Written proof of the date of **Your** death; and
- c. The death or disability was not caused by a self-inflicted injury, or misuse or abuse of any substance.
- d. The **Named Insured** has not purchased a retirement **Extended Reporting Period**.

4. Retirement Extended Reporting Period

If, during the **Policy Period**, the **Named Insured** who is a sole proprietor, retires completely from rendering **Professional Services** specifically covered by this **Policy**, and has been continuously insured by **Us** under an Architects and Engineers Professional Liability Insurance policy for the immediately preceding five (5) full years, does not have any other available insurance coverage, and meets **Our** eligibility requirements, **You** shall have the right, upon payment of an additional premium of 250% of the annual premium, to a ten (10) year retirement **Extended Reporting Period**. This **Extended Reporting Period** is an extension of the reporting period for **Claims** or **Disciplinary Proceedings** against **You** first made and reported after the **Policy Termination Date**, but only with respect to **Wrongful Acts** committed after the applicable **Retroactive Date** and wholly prior to the **Policy Termination Date**, and otherwise covered by this **Policy**. **You** must request the retirement **Extended Reporting Period** in writing and must pay **Us** the additional premium within thirty (30) days following the **Policy Termination Date**. If **We** do not receive both **Your** request and premium payment within thirty (30) days following the **Policy Termination Date**, **Your** right to purchase the retirement **Extended Reporting Period** will cease. This retirement **Extended Reporting Period** does not apply to **Claims** that are covered under any subsequent insurance available to **You**, or that would be covered but for exhaustion of the amount of insurance applicable to such **Claims**.

We also require **Your Policy** was not cancelled (unless reinstated) for failure to pay premium when due. All premiums paid for the retirement **Extended Reporting Period** shall be deemed fully earned as of the first day of the retirement **Extended Reporting Period**. Once the premium for the retirement **Extended Reporting Period** is paid, it may not be cancelled. The retirement **Extended Reporting Period** does not extend the **Policy Period** or change the scope of coverage provided. There are no separate, additional or reinstated limits of liability for the **Extended Reporting Period**.

G. DUTIES IN THE EVENT OF CLAIM(S), POTENTIAL CLAIM(S), OR SUPPLEMENTAL COVERAGE MATTER(S)

1. If **You** receive a **Claim** or **Disciplinary Proceeding**, **You** must provide **Us** written notice of the **Claim** or **Disciplinary Proceeding**, with full details including the date received, as soon as practicable, but in no event later than sixty (60) days after the **Policy Termination Date**, or during any **Extended Reporting Period**.
2. No **Insured** will, except at that **Insured's** own cost, voluntarily make a payment, assume any obligation, agree to a settlement or incur any expense related to a **Claim** without **Our** consent.
3. If **You** become aware of a **Potential Claim**, **You** must provide **Us** written notice as soon as practicable, but in no event later than the **Policy Termination Date**. To the extent possible notice should include:
 - a. Where the **Wrongful Act** or **Pollution Condition** took place, and any facts or circumstance concerning the **Wrongful Act** or **Pollution Condition**; and
 - b. The names and addresses of any persons and entities involved ; and
 - c. The reasons why the **Potential Claim**, may reasonably be expected to give rise to a **Claim**.
4. If **We** receive proper notice of the **Potential Claim** according to paragraph 3. above, any **Claim** arising out of that **Potential Claim** which is subsequently made against **You** shall be deemed to have been first made at the time **We** received such written notice from **You**.

5. If **You** receive a **Supplemental Coverage Matter**, **You** must provide **Us** with written notice of the **Supplemental Coverage Matter**, with full details, including the date received, as soon as practicable, but in no event later than the **Policy Termination Date**.
6. **You** and any other involved **Insured** must:
 - a. Immediately send **Us** copies of any demands, notices, summonses or legal papers received in connection with the **Claim** or **Disciplinary Proceeding**, **Potential Claim** or **Supplemental Coverage Matter**;
 - b. Authorize **Us** to obtain records and other information;
 - c. Cooperate with **Us** in the investigation, defense or settlement of the **Claim** or **Disciplinary Proceeding**, **Potential Claim** or **Supplemental Coverage Matter**; and
 - d. Assist **Us**, upon our request, in the enforcement of any right against any person or entity which may be liable to **You** because of **Damages** to which this insurance may apply.
7. The date of mailing shall constitute the date that such notice was given and proof of mailing shall be sufficient proof of notice.

H. CONDITIONS

1. Cancellation and Non-Renewal
 - a. **We** may cancel this **Policy** by written notice to the **Named Insured**. **We** will provide written notice at least sixty (60) days before cancellation is to be effective, however if **We** cancel for failure to pay premium when due, **We** will give ten (10) days written notice to the **Named Insured** before such cancellation is effective. Regardless of the reason for cancellation, return of unearned premium shall be calculated on a pro rata basis.
 - b. The **Named Insured** may cancel this **Policy** by written notice to **Us** stating when thereafter the cancellation shall be effective. If this **Policy** is cancelled, return of unearned premium shall be calculated on a pro rata basis.
 - c. **We** are not required to renew this **Policy**. However, written notice of **Our** intent to non-renew this **Policy** shall be sent to the **Named Insured** at least sixty (60) days prior to expiration of the **Policy Period**.
2. Your Representations and Your Application

By accepting this **Policy**, all of **You** agree that:

 - a. The statements in the Declarations are accurate and complete;
 - b. Those statements are based on representations **You** made in **Your** application for this insurance **Policy**, or to **Us** for a policy of which this **Policy** is a renewal or replacement;
 - c. The representations made in **Your** application are the basis for this **Policy** and are to be considered as incorporated into and constituting a part of this **Policy**;
 - d. Those representations are material to the acceptance of the risk **We** assumed under this **Policy**; and
 - e. **We** have issued this **Policy** in reliance upon the truth, accuracy and completeness of such representations.
3. Legal Action Against Us

No person or entity has a right under this **Policy** to:

 - a. Join **Us** as a party or otherwise bring **Us** into a suit asking for **Damages** from an **Insured**; or
 - b. Sue **Us** on this **Policy** unless all of its terms have been fully complied with.

A person or entity may sue **Us** to recover on an agreed settlement or on a final judgment against an **Insured**; but **We** will not be liable for **Damages** that are not payable under the terms of this **Policy** or that are in excess of the applicable limit of liability. An agreed settlement means a settlement and release of liability signed by **Us**, the **Insured** and the claimant or the claimant's legal representative.
4. New Entities

If during the **Policy Period**, the **Named Insured** acquires or forms an entity in which the **Named Insured** has more than a fifty percent (50%) legal or beneficial interest and such entity performs **Professional Services**,

coverage will be provided for such acquired or newly formed entity for **Wrongful Acts** or **Pollution Conditions** committed after the date the **Named Insured** acquires or forms such entity. However, coverage for such entity will terminate ninety (90) days after the date of acquisition or formation of such entity, or the expiration of the **Policy Period**, whichever is earlier, unless the following conditions are met:

- a. Within ninety (90) days of such formation or acquisition, the **Named Insured** must provide **Us** with full particulars of the newly acquired or formed entity;
- b. After receipt of such notice, **We** must agree to endorse this **Policy** to add the newly acquired or formed entity; and
- c. The **Named Insured** must pay the additional premium, if any, and agree to any amendment of the provisions of this **Policy** by reason of such formation or acquisition.

5. Transfer of Rights of Recovery Against Others to Us and Waiver of Subrogation

- a. If **You** have any rights to recover all or part of any payment **We** have made under this **Policy**, these rights are transferred to **Us**. **You** must do nothing after a **Loss** to impair our rights to seek or obtain recovery from others. At **Our** request, **You** will sue those responsible or transfer those rights to **Us** and help **Us** enforce them. In the event of any payment under this **Policy**, **We** shall be subrogated to the extent of such payment to all of **Your** rights of recovery. **You** shall execute and deliver such instruments and papers and do whatever else is necessary to secure such rights and shall do nothing to prejudice or compromise such rights without **Our** express written consent.
- b. This section does not apply, if **You**, prior to the date a **Wrongful Act** is committed, have waived **Your** right of recovery for **Damages** that result from such **Wrongful Act**. **We** hereby waive subrogation rights against **Your** client to the extent **You** had a written agreement to waive such rights, prior to the date a **Wrongful Act** is committed, and have waived **Your** right of recovery for **Damages** that result from such **Wrongful Act**.

6. Assignment

No change in, modification of or assignment of interest in this **Policy** shall be effective except when made by a written endorsement to the **Policy**.

7. Sole Agent for the Insured

By accepting this **Policy**, all of **You** agree that only the **Named Insured** is authorized to act as the sole agent on behalf of all of **You** with respect to the following: effecting or accepting notices under this **Policy**, amendments to or cancellations of this **Policy**, completing of any application, making of statements, representations and warranties, consenting to settlement or releasing rights under this **Policy**, payment of premiums, receiving return premiums, requesting any **Extended Reporting Period**, and agreeing to any changes in this insurance **Policy**. Each of **You** agrees that the **Named Insured** will act on its or their behalf with respect to such matters.

8. Coverage Territory and Valuation

- a. This **Policy** applies to a **Wrongful Act** committed anywhere in the world provided that the **Claim** or **Supplemental Coverage Matter** is made and suit is brought against **You** within the United States, its territories or possessions or Canada.
- b. All premiums, limits, deductibles, and other amounts are expressed and payable in the currency of the United States of America. If a judgment is rendered, a settlement is denominated or another element of **Loss** under this **Policy** is stated in a currency other than the United States of America dollars, payment under this **Policy** will be made in United States of America dollar equivalent determined by the rate of exchange published in the *Wall Street Journal* on the date the judgment becomes final, the amount of the settlement is agreed upon or any element of **Loss** is due, respectively.

9. Other Insurance

- a. If other valid and collectible insurance is available to **You** for **Loss** covered under this **Policy**, the insurance provided by this **Policy** shall be excess over such other insurance, regardless of whether or not such insurance is primary, contributory, excess, contingent or otherwise. This condition will not apply to insurance specifically purchased as excess over this **Policy**.

- b. When this insurance is excess, **We** have no duty to defend **You** against any **Claim** if any other insurer has a duty to defend **You** against the **Claim**. If no other insurer defends **You**, **We** will undertake to do so but **We** will be entitled to **Your** rights against those other insurers.
 - c. When this insurance is excess over other insurance, **We** will pay only **Our** share of the amount of **Loss**, if any, that exceeds the sum of:
 - 1) The total amount that all such other insurance would pay for the **Loss** in the absence of this insurance; and
 - 2) The total of all deductibles, self-insurance and retentions under all other insurance.

We will share the remaining **Loss**, if any, with any other insurance that is not described in this provision and was not bought specifically to apply in excess of the Limit of Liability shown in the Declarations of this **Policy**.
 - d. When **We** share any **Loss** with any other insurance, if all the other insurance permits contribution by equal shares, **We** will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of liability or none of the **Loss** remains, whichever comes first.
- If any other insurance does not permit contribution by equal shares, **We** will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of liability to the total applicable limits of liability of all insurers.

10. Two or More Policies, Coverage Parts, or Endorsements Issued by Us

It is **Our** stated intention that this **Policy** and any other policy or endorsement issued by **Us**, or by any company of The Hanover Insurance Group, shall not provide duplicate or overlapping coverage for the same **Claim** or **Supplemental Coverage Matter**. If this **Policy** and any other **Policy** issued by **Us**, or by company of The Hanover Insurance Group, to **You**, apply to the same **Claim** or **Supplemental Coverage Matter** then, Condition 9. Other Insurance notwithstanding:

- a. **We** shall not be liable under this **Policy** for a greater proportion of the **Loss** than the applicable Limit of Liability of this **Policy** bears to the sum of the total limits of liability of all such policies; and
- b. The maximum amount payable under all such policies combined shall not exceed the highest applicable Limit of Liability under any one policy.

11. Conformance to Law and Trade Sanctions

Coverage under this **Policy** does not apply to the extent trade, economic sanction, insurance or other laws or regulations prohibit **Us** from providing insurance. The terms of this **Policy** which are in conflict with the statutes of the state in which this **Policy** is issued are amended to conform to those statutes.

12. Section Titles

The titling of sections and paragraphs within this **Policy** is for convenience only and shall not be interpreted as a term or condition of this **Policy**.

13. Bankruptcy

Your estate's bankruptcy or insolvency does not relieve **Us** of **Our** obligations under this **Policy**.

14. Liberalization

If **We** adopt any revisions to the terms and conditions of this policy form to provide more coverage without an additional premium charge during the **Policy** term, the broadened coverage will immediately apply. However, the broadened terms and conditions will not apply to any **Claims** or **Supplemental Coverage Matters** that were first made against **You** prior to the effective date of the revision.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – NON-CONTRIBUTORY – BLANKET ADDITIONAL INSURED (COVERAGE A AND B)

This endorsement modifies insurance provided under the following:

HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY

For the purposes of this endorsement, the following is added to **VIII. CONDITIONS, 13. Other Insurance:**

Other Insurance – Non-Contributory

- (1) We will not seek contribution from any "other insurance" available to a person or organization for whom you have agreed in a written contract, written agreement, or written permit to add as an Additional Insured under this policy provided that:
 - (a) The Additional Insured is a Named Insured under such "other insurance";
 - (b) The Additional Insured qualifies as an insured under **III. WHO IS AN INSURED**;
 - (c) You have agreed in a written contract, written agreement, or written permit that:
 - (i) A person or organization be included as an Additional Insured under "underlying insurance" for a loss we cover;
 - (ii) Such written contract, written agreement, or written permit requires that this insurance would apply before and would not seek contribution from any "other insurance" available to the Additional Insured; and
 - (iii) The "underlying insurance" in the Schedule of Underlying Policies applies to such Additional Insured on a primary and noncontributory basis.
- (2) The **Other Insurance – Non-Contributory** condition set forth in paragraph (1) above shall not apply:
 - (a) To damages arising out of the sole negligence of an Additional Insured that qualifies as an insured under **III. WHO IS AN INSURED**; or
 - (b) When the Additional Insured is an Additional Insured under any other policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION to designated ENTITy(s)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY
 COMMERCIAL PROPERTY COVERAGE PART
 BUSINESS AUTO COVERAGE FORM
 BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name of Designated Entity	Mailing Address or Email Address	Number Days Notice
On file with company	On file with company	30

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

If we cancel this policy for any reason other than nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no more than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO DESIGNATED ENTITY(S)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY
COMMERCIAL PROPERTY COVERAGE PART
BUSINESS AUTO COVERAGE FORM
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name of Designated Entity Mailing Address or Email Address	Number Days Notice
ON FILE WITH COMPANY ON FILE WITH COMPANY	30

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

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Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION to designated ENTITY(s)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY
COMMERCIAL PROPERTY COVERAGE PART
BUSINESS AUTO COVERAGE FORM
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name of Designated Entity	Mailing Address or Email Address	Number Days Notice
ON FILE WITH COMPANY	ON FILE WITH COMPANY	30

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

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Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no more than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



NOTICE OF CANCELLATION TO DESIGNATED ENTITY(S)

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

SCHEDULE

Name of Designated Entity Mailing Address or Email Address	Number Days Notice
ON FILE WITH COMPANY ON FILE WITH COMPANY	30

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

If we cancel this policy for any reason other than nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no more than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

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. WDA-J706814-

Endorsement No.
Premium

Insurance Company MASSACHUSETTS BAY INSURANCE COMPANY

Countersigned By _____