



COMPANY: Harford Mutual Insurance Company

POLICY NUMBER: MP10657966

RENEWAL OF: MP10657966

NAMED INSURED AND MAILING ADDRESS

THE MELLOW FIELD C. O. A. INC
DEPT 322 YORK PROPERTIES
PO BOX 4579
HOUSTON, TX 77210

AGENCY NAME AND ADDRESS

9216-BAS JOHN HACKNEY AGENCY, AN ALERA
GROUP CO
PO BOX 998
WILSON, NC 27894
(252) 291-3111

Policy Period: From 11/15/2025 to 11/15/2026 at 12:01A.M. Standard Time at your Mailing address shown above.

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

BUSINESS INFORMATION

FORM OF BUSINESS: Corporation

ENDORSEMENT EFFECTIVE DATE: 03/02/2026

DESCRIPTION OF CHANGE:

POLICY IS AMENDED TO TO INCREASE BUILDING ON PREMISES ONE TWO AND THREE AND BLANKET AS SHOWN.

POLICY SUMMARY OF PREMIUMS:	PRIOR ANNUAL PREMIUM	NEW ANNUAL PREMIUM
TOTAL:	\$15,366	\$16,548
COMMERCIAL PROPERTY COVERAGE PART:	\$13,908	\$15,083
COMMERCIAL GENERAL LIABILITY COVERAGE PART:	\$1,275	\$1,275
CRIME AND FIDELITY COVERAGE PART:	\$114	\$114
TERRORISM RISK INSURANCE ACT OF 2019	\$69	\$76

ENDORSEMENT PREMIUM CHANGES:

ADDITIONAL PRO RATA PREMIUM EXCLUDING SURCHARGE(S):	\$837
TOTAL ADDITIONAL PRO RATA PREMIUM FOR THIS ENDORSEMENT	\$837

Countersigned:

(Authorized Representative)

(Date)

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DESCRIPTION OF CHANGE:

POLICY IS AMENDED TO TO INCREASE BUILDING ON PREMISES ONE TWO AND THREE AND BLANKET AS SHOWN.

BLANKET LIMITS	
BLANKET BUILDING LIMIT OF INSURANCE	\$8,618,328
BLANKET PERSONAL PROPERTY LIMIT OF INSURANCE	\$59,548

DESCRIPTION OF PREMISES: Premises 1, Building 1					
PREMISES INFORMATION 2631 OLD GATE RALEIGH, NC 27604 COUNTY: WAKE			CONSTRUCTION: Joisted Masonry Not Reinforced - Low Rise PROTECTION CLASS: 1 WIND/HAIL DEDUCTIBLE: None		
OCCUPANCY: Condominiums (residential) without Mercantile Occupancies - Up to 10 Units					
COVERAGE	DEDUCTIBLE	COVERED CAUSE OF LOSS	CO-INSURANCE	LIMIT OF INSURANCE	PREMIUM
BUILDING	\$5,000	Special with Theft	100%	See Blanket Limit	\$2,579
REPLACEMENT COST CP0017					
PERSONAL PROPERTY YOURS	\$5,000	Special with Theft	100%	See Blanket Limit	\$37
REPLACEMENT COST WITHOUT STOCK INFLATION GUARD: 2% CP0017					
BUSINESS INCOME - BASIC WITH EXTRA EXPENSE		Special with Theft	100%	\$11,220	\$12
Rental Value (iii)					

COVERAGES PREMISES 1 BUILDING 1	PREVIOUS LIMIT	NEW LIMIT
BUILDING	See Blanket Limit	See Blanket Limit
PERSONAL PROPERTY YOURS	See Blanket Limit	See Blanket Limit
BUSINESS INCOME (BASIC)	\$11,220	\$11,220

PREMIUMS PREMISES 1 BUILDING 1	PRIOR ANNUAL PREMIUM	NEW ANNUAL PREMIUM
BUILDING	\$2,546	\$2,579
PERSONAL PROPERTY YOURS	\$37	\$37
BUSINESS INCOME (BASIC)	\$12	\$12
ALL OTHER	\$12	\$12
TERRORISM	\$12	\$12
TOTAL	\$2,619	\$2,652
ADDITIONAL PRO RATA PREMIUM FOR THIS ENDORSEMENT:		\$23

DESCRIPTION OF PREMISES: Premises 2, Building 1					
PREMISES INFORMATION 2621 OLD GATE DR RALEIGH, NC 27604 COUNTY: WAKE			CONSTRUCTION: Frame PROTECTION CLASS: 1 WIND/HAIL DEDUCTIBLE: None		
OCCUPANCY: Condominiums (residential) without Mercantile Occupancies - 11 to 30 Units					
COVERAGE	DEDUCTIBLE	COVERED CAUSE OF LOSS	CO- INSURANCE	LIMIT OF INSURANCE	PREMIUM
BUILDING	\$5,000	Special with Theft	100%	See Blanket Limit	\$5,384
REPLACEMENT COST CP0017					
PERSONAL PROPERTY YOURS	\$5,000	Special with Theft	100%	See Blanket Limit	\$127
REPLACEMENT COST WITHOUT STOCK CP0017					
BUSINESS INCOME - BASIC WITH EXTRA EXPENSE		Special with Theft	100%	\$50,490	\$56
Rental Value (iii)					

COVERAGES PREMISES 2 BUILDING 1	PREVIOUS LIMIT	NEW LIMIT
BUILDING	See Blanket Limit	See Blanket Limit
PERSONAL PROPERTY YOURS	See Blanket Limit	See Blanket Limit
BUSINESS INCOME (BASIC)	\$50,490	\$50,490

PREMIUMS PREMISES 2 BUILDING 1	PRIOR ANNUAL PREMIUM	NEW ANNUAL PREMIUM
BUILDING	\$4,872	\$5,384
PERSONAL PROPERTY YOURS	\$127	\$127
BUSINESS INCOME (BASIC)	\$56	\$56
ALL OTHER	\$27	\$30
TERRORISM	\$27	\$30
TOTAL	\$5,109	\$5,627
ADDITIONAL PRO RATA PREMIUM FOR THIS ENDORSEMENT:		\$366

DESCRIPTION OF PREMISES: Premises 3, Building 1					
PREMISES INFORMATION 2610 OLD GATE DR RALEIGH, NC 27604 COUNTY: WAKE			CONSTRUCTION: Frame PROTECTION CLASS: 1 WIND/HAIL DEDUCTIBLE: None		
OCCUPANCY: Condominiums (residential) without Mercantile Occupancies - 11 to 30 Units					
COVERAGE	DEDUCTIBLE	COVERED CAUSE OF LOSS	CO- INSURANCE	LIMIT OF INSURANCE	PREMIUM
BUILDING	\$5,000	Special with Theft	100%	See Blanket Limit	\$5,428
REPLACEMENT COST CP0017					
PERSONAL PROPERTY YOURS	\$5,000	Special with Theft	100%	See Blanket Limit	\$127
REPLACEMENT COST WITHOUT STOCK CP0017					
BUSINESS INCOME - BASIC WITH EXTRA EXPENSE		Special with Theft	100%	\$50,490	\$56
Rental Value (iii)					

COVERAGES PREMISES 3 BUILDING 1	PREVIOUS LIMIT	NEW LIMIT
BUILDING	See Blanket Limit	See Blanket Limit
PERSONAL PROPERTY YOURS	See Blanket Limit	See Blanket Limit
BUSINESS INCOME (BASIC)	\$50,490	\$50,490

PREMIUMS PREMISES 3 BUILDING 1	PRIOR ANNUAL PREMIUM	NEW ANNUAL PREMIUM
BUILDING	\$4,872	\$5,428
PERSONAL PROPERTY YOURS	\$127	\$127
BUSINESS INCOME (BASIC)	\$56	\$56
ALL OTHER	\$27	\$31
TERRORISM	\$27	\$31
TOTAL	\$5,109	\$5,673
ADDITIONAL PRO RATA PREMIUM FOR THIS ENDORSEMENT:		\$400

IMPORTANT NOTICES TO POLICYHOLDERS

CPMS0012 (0325) Policyholders Notice Equipment Breakdown Enhancement Endorsement
 ILSM0001 (0720) Flood Insurance - Notice to Policyholders
 ILSM0003 (0720) U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
 ILSM0005 (0121) Policyholder Disclosure Notice Of Terrorism Insurance Coverage
 ILSM0016 (0521) Customer Privacy Notice
 ILSM11-1 (0411) Protective Safeguard Endorsement Advisory Notice to Policyholders
 ILSM14-2 (0714) Notice to Policyholders Regarding Inflation Protection and Building Values
 ILN001 (0903) Fraud Statement
 ILNC0004 (0720) Policyholder Notice Regarding Flood, Earthquake, Mudslide, Mudflow and Landslide Coverage

**COMMERCIAL PROPERTY FORMS SCHEDULE
 FORMS AND ENDORSEMENTS APPLYING TO AND MADE A PART OF THIS POLICY AT TIME OF ISSUE**

CP0017 (1012) Condominium Association Coverage Form
 CP0030 (1012) Business Income (And Extra Expense) Coverage Form
 CP0090 (0788) Commercial Property Conditions
 CP0118 (0623) North Carolina Changes
 CP0140 (0706) Exclusion of Loss Due to Virus Or Bacteria
 CP1030 (0917) Causes Of Loss - Special Form
 CP1075 (1220) Cyber Incident Exclusion
 CP9903 (1219) Cannabis Exclusion
 CPHG42 (0413) Green Environmental And Efficiency Improvements
 CPHG46 (0913) Exclusion of Loss Due to By-Products of Production or Processing Operations for Rental Properties
 IL0017 (1198) Common Policy Conditions
 IL0269 (0908) North Carolina Changes - Cancellation And NonRenewal
 IL0952 (0115) Cap on Losses From Certified Acts of Terrorism
 CPHG10 (0413) Additional Coverage Endorsement (ACE)\$350
 CPHG40 (1017) Equipment Breakdown Enhancement Endorsement.....\$854
 ILHG0018 (0823) Statement of Values
 ILHG06 (0720) Earlier Notice of Cancellation Provided By Us - Scheduled Person or Organization
 Name of Person(s) or Organization(s): REPUBLIC STATE MORTGAGE CO.
 Mailing Address: 815 HAWTHORNE ST, HOUSTON, TX 77006
 Number of Days Advance Notice: 30
 CP0411 (0917) Protective Safeguards
 Symbols Applicable: P1
 Premise: 2 - Building: 1
 CP0411 (0917) Protective Safeguards
 Symbols Applicable: P1
 Premise: 3 - Building: 1

COVERAGE EXTENSIONS AND OTHER CHARGES APPLIED TO THIS POLICY

Terrorism Risk Insurance Program Reauthorization Act of 2019 - Certified Acts - Premium Charged\$73
 Fire Following Exception - Certified Acts of Terrorism - Premium Charged\$73

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENVIROPACK INSURANCE ENDORSEMENT – NORTH CAROLINA

THIS ENDORSEMENT PROVIDES CLAIMS MADE COVERAGE AND HAS DIFFERENT REPORTING REQUIREMENTS THAN OTHER PARTS OF THE POLICY. THIS ENDORSEMENT ALSO CONTAINS PROVISIONS WHICH LIMIT THE AMOUNT OF “LEGAL EXPENSES” THAT WE MAY BE RESPONSIBLE TO PAY. “LEGAL EXPENSES” WILL REDUCE EACH APPLICABLE LIMIT OF INSURANCE SHOWN IN THE SCHEDULE OF THIS ENDORSEMENT.

NO INSURED WILL, EXCEPT AT ITS OWN COST, VOLUNTARILY MAKE A PAYMENT, ASSUME ANY OBLIGATION, ADMIT LIABILITY OR INCUR ANY EXPENSE WITHOUT OUR WRITTEN CONSENT.

This endorsement modifies Insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Coverage, exclusions, conditions or definitions contained in the **BUSINESSOWNERS COVERAGE FORM** or **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** do not apply to this endorsement unless specifically outlined below.

Schedule

Named Insured:	
Named Insured Address:	
Contractor’s Pollution Legal Liability Insurance Aggregate Limit:	\$
Contractor’s Pollution Legal Liability Insurance For Each “Pollution Condition” Limit:	\$
Contractor’s Pollution Legal Liability Insurance Deductible For Each “Pollution Condition”:	\$
“Commencement Date”: <i>(If left blank, the inception date of this endorsement)</i>	/ /
Professional Legal Liability Insurance Aggregate Limit:	\$
Professional Legal Liability Insurance Limit For Each “Professional Loss”:	\$
Professional Legal Liability Insurance Deductible For Each “Professional Loss”:	\$
“Contracting Services”:	All contracting services
“Professional Services”:	“Value engineering” and “field changes to design”
“Retroactive Date”: <i>(If left blank, the inception date of this endorsement)</i>	/ /
“Extended Reporting Period”:	90 days
Premises Pollution Legal Liability Insurance Aggregate Limit:	\$
Premises Pollution Legal Liability Insurance For Each “Pollution Condition” Limit:	\$
Premises Pollution Legal Liability Insurance Deductible For Each “Pollution Condition”:	\$
“Covered Location”(s):	
“Retroactive Date”: <i>(If left blank, the inception date of this endorsement)</i>	/ /
“Automatic Extended Reporting Period”:	90 days
“Business Interruption” And “Extra Expense” Aggregate Limit:	\$
“Business Interruption” And “Extra Expense” Limit:	\$
“Business Interruption” And “Extra Expense” “Deductible Period”:	3 days
“Pollution Emergency” Telephone Number:	() -

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

This EnviroPack Insurance Endorsement amends the policy to provide Professional Legal Liability and Premises Pollution Legal Liability Insurance on a claims made and reported basis and Contractor's Pollution Legal Liability Insurance on an occurrence basis, when there is an applicable Limit of Insurance shown in the Schedule. The terms and conditions of this endorsement govern the scope of coverage and your and our duties. Various provisions in this endorsement restrict coverage. Read the entire endorsement carefully to determine your rights and duties and what is and is not covered. The terms, conditions, exclusions, and limits of insurance set forth in this endorsement apply only to the coverage provided by this endorsement.

The terms and conditions of the cancellation provision of the policy, and any amendment to such terms, are incorporated herein and shall apply to coverage as is afforded by this endorsement, unless specifically stated otherwise in an endorsement(s) attached hereto.

Throughout this endorsement, the words "you" and "your" refer to the Named Insured under this endorsement. The words "we", "us" and "our" refer to the company providing this coverage. The word insured means any person or organization qualifying as such under **C. Who Is An Insured**. The term policy refers to the primary policy to which this endorsement is attached.

Words and phrases that appear in quotation marks have special meaning. Refer to **G. Definitions**. To the extent any words or phrases used in this endorsement are defined elsewhere in the policy, such definitions provided elsewhere do not apply to give meaning to the words or phrases used in this endorsement.

ENVIROPACK INSURANCE

A. Coverage

1. Contractor's Pollution Legal Liability Insurance

- a. We will pay those sums that you become legally obligated to pay as damages or "cleanup costs" because of "loss" caused by a "pollution condition" resulting from "contracting services", provided that:
 - (1) The "pollution condition" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "loss" occurs during the endorsement period;
 - (3) The "pollution condition" is on, at, under or migrating from a "job site";
 - (4) The "pollution condition" results from "contracting services" rendered on or after the "commencement date" shown in the Schedule of this endorsement and prior to the expiration of the endorsement period; and
 - (5) The "pollution condition" results in a "claim" against you, and the "claim" is brought and maintained at all times in the "coverage territory".
- b. We have the right and duty to defend you against any "claim" seeking damages or "cleanup costs" because of "loss" to which **Contractor's Pollution Legal Liability Insurance** applies. However, we have no duty to defend you against any "claim" to which **Contractor's Pollution Legal Liability Insurance** does not apply.
- c. When we have a duty to defend, we will pay on your behalf "legal expenses" incurred as a result of a "claim" against you seeking damages or "cleanup costs" because of "loss" to which **Contractor's Pollution Legal Liability Insurance** applies.
- d. "Legal expenses" apply to and reduce each applicable Limit of Insurance shown in the Schedule of this endorsement.
- e. We may, at our discretion, investigate any "occurrence" or "pollution condition" and settle any "claim" that may result. However, the Limit of Insurance shown on the Schedule is the most we will pay for damages, "cleanup costs" and "legal expenses" under **Contractor's Pollution Legal Liability Insurance**. Our right and duty to defend under this endorsement ends once the applicable Limit of Insurance shown in the Schedule has been used up in the payment of "legal expenses" or settlements, judgments or any combination thereof, to which **Contractor's Pollution Legal Liability Insurance** applies.
- f. No other obligation or liability to pay sums or perform acts or services is covered under this endorsement.

2. Professional Legal Liability Insurance

- a. We will pay those sums that you become legally obligated to pay because of a "claim" resulting from an act, error, or omission in "professional services", provided that:
 - (1) A Limit of Insurance is shown on the Schedule under **Professional Legal Liability Insurance**;

- (2) The "claim" arises out of "professional services" rendered on or after the "retroactive date" and prior to the expiration of the endorsement period;
- (3) The "claim" is not covered under **Contractor's Pollution Legal Liability Insurance**; and
- (4) The "claim" is first made against the insured during the endorsement period and reported to us, in writing, during the endorsement period or, where applicable, the "extended reporting period".
- b. We have the right and duty to defend you against any "claim" seeking "professional loss" to which **Professional Legal Liability Insurance** applies, including the right to select counsel, even if any of the allegations are groundless, false or fraudulent. However, we have no duty to defend you against any "claim" to which **Professional Legal Liability Insurance** does not apply.
- c. When we have a duty to defend, we will pay on your behalf "legal expenses" incurred as a result of a "claim" against you seeking "professional loss" to which **Professional Legal Liability Insurance** applies.
- d. "Legal expenses" apply to and reduce each applicable Limit of Insurance shown in the Schedule of this endorsement.
- e. We may, at our discretion, investigate any "professional loss" and settle any "claim" that may result. However, the Limit of Insurance shown on the Schedule is the most we will pay for damages or "legal expenses" under **Professional Legal Liability Insurance**. Our right and duty to defend under this endorsement ends once the applicable Limit of Insurance shown in the Schedule has been used up in the payment of "legal expenses", settlements or judgments, or any combination thereof, to which **Professional Legal Liability Insurance** applies.
- f. No other obligation or liability to pay sums or perform acts or services is covered under this endorsement.

3. Premises Pollution Legal Liability Insurance

- a. We will pay those sums that you become legally obligated to pay as damages or "cleanup costs" because of "loss" caused by a "pollution condition", provided that:
 - (1) The "loss" is caused by a "pollution condition" on, at, under or migrating from a "covered location";
 - (2) The "pollution condition" results in a "claim" against you;
 - (3) The "pollution condition" takes place, and the "claim" is brought and maintained at all times, in the "coverage territory" and "covered locations";
 - (4) The "claim" is first made against you during the endorsement period and reported by you to us, in writing, during the endorsement period or, where applicable, the "automatic extended reporting period" or the "optional extended reporting period".
- b. We have the right and duty to defend you against any "claim" seeking damages or "cleanup costs" because of "loss" to which **Premises Pollution Legal Liability Insurance** applies. However, we have no duty to defend you against any "claim" to which **Premises Pollution Legal Liability Insurance** does not apply.
- c. When we have a duty to defend, we will pay on your behalf "legal expenses" incurred as a result of a "claim" against you seeking damages or "cleanup costs" because of "loss" to which **Premises Pollution Legal Liability Insurance** applies.
- d. "Legal expenses" apply to and reduce each applicable Limit of Insurance shown in the Schedule of this endorsement.
- e. We may, at our discretion, investigate any "pollution condition" and settle any "claim" that may result. However, the Limit of Insurance shown on the Schedule is the most we will pay for damages, "cleanup costs" and "legal expenses" under **Premises Pollution Legal Liability Insurance**. Our right and duty to defend under this endorsement ends once the applicable Limit of Insurance shown in the Schedule has been used up in the payment of "legal expenses", settlements or judgments, or any combination thereof, to which **Premises Pollution Legal Liability Insurance** applies.
- f. No other obligation or liability to pay sums or perform acts or services is covered under this endorsement.

4. Business Interruption And Extra Expense

We will pay on behalf of the insured "business interruption" and "extra expense", including "rental value", solely as a result of a "claim" for a "pollution condition" covered under **Premises Pollution Legal Liability**

Insurance and not otherwise excluded under the terms and conditions of this endorsement; provided that a Limit of Liability is shown on the Schedule under Business Interruption and Extra Expense.

B. Exclusions

1. With respect to **Contractor's Pollution Legal Liability Insurance, Professional Legal Liability Insurance, Premises Pollution Legal Liability Insurance, and Business Interruption and Extra Expense** this insurance does not apply to any amounts:

PFC, PFAS and Related Chemicals or Products

Arising out of or resulting from any perfluorinated chemicals (PFC) or per and polyfluoroalkyl substances (PFAS), including, but not limited to, perfluorooctane sulfonate (PFOS), perfluorooctanoic acid (PFOA), perfluorobutane sulfonate (PFBS), perfluoroalkyl acid (PFAA), C-8 or C8, GenX, including hexafluoropropylene oxide (HFPO), perfluorohexanoic acid (PFHxA), perfluorohexane sulfonate (PFHxS), perfluorononanoic acid (PFNA), fluoroalkanoic acid, perfluoroheptanoic acid (PFHpA), perfluorobutane sulfonic acid (PFBS), and fluorinated surfactants and repellents, and any precursor of any such chemicals, substances or compounds, any additive to any such chemicals, substances or compounds, any daughter compound, degradation by-product or derivative of any such chemicals, substances or compounds, any other replacement PFC or PFAS, or any fire-fighting or fire-suppression foam, chemicals or products.

2. With respect to **Contractor's Pollution Legal Liability Insurance, Professional Legal Liability Insurance and Premises Pollution Legal Liability Insurance**, this insurance does not apply to:

a. Workers Compensation And Similar Laws

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

b. Hostile Acts

A "pollution condition", "loss" or "claim" arising from any consequence, whether direct or indirect, of war (whether declared or not declared), invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, military action, usurped power, strike, riot or civil commotion.

c. Fines, Penalties, Punitive And Multiplied Damages

Any actual or alleged "claim" or liability for, or amount consisting of, a fine, penalty, punitive damages, exemplary damages or multiplied damages.

d. Equitable And Other Types Of Relief

Any actual or alleged "claim" or liability for equitable relief, restitution or the return of money for work or services.

e. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data. As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

f. Criminal Acts

"Loss" arising out of a criminal act committed by or at the direction of the insured.

3. With respect to **Contractor's Pollution Legal Liability Insurance and Premises Pollution Legal Liability Insurance**, this insurance does not apply to:

a. Known Circumstances Or Conditions

- (1) A "pollution condition", "loss" or "claim" known by any insured prior to the endorsement period;
- (2) A circumstance or condition known by any insured prior to the inception of the endorsement period where an insured should have reasonably foreseen that a "pollution condition", "loss" or "claim" would result.

b. Employers Liability

"Bodily injury" to

- (1) An "employee" of any insured arising out of and in the course of employment by any insured or the performance of duties related to the conduct of any insured's business; or

- (2) To the spouse (including the domestic partner or civil union partner recognized under the law of any applicable jurisdiction in the "coverage territory"), child, parent, brother or sister of that "employee" as a consequence of (1) above.

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

This exclusion does not apply to liability assumed by you under an "insured contract", provided that:

- (1) The "insured contract" is in writing and signed by you;
- (2) The "pollution condition" first commenced after you signed the "insured contract"; and
- (3) The "pollution condition" is caused, in whole or in part, by you or those acting on your behalf.

c. Contractual Liability

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

- (1) That you would have in the absence of the contract or agreement; or
- (2) Assumed by you in a contract or agreement that is an "insured contract", provided that:
 - (a) The "insured contract" is in writing and signed by you;
 - (b) The "pollution condition" first commenced after you signed the "insured contract"; and the "pollution condition" is caused, in whole or in part, by you or by those acting on your behalf.

d. Goods, Products Or Materials

A "pollution condition", "loss" or "claim" arising out of any goods, materials or products manufactured, sold, distributed, designed, handled, supplied, altered, repaired or disposed of by any insured or by others under license or trading under an insured's name.

e. Intentional Acts

A "pollution condition", "loss" or "claim" arising out of any actual or alleged:

- (1) Intentional disregard of, or non-compliance with, any statute, regulation, ordinance, law or order by or at the direction of any insured or its agent; or
- (2) Fraudulent, dishonest or malicious conduct by or at the direction of any insured or its agent.

f. Professional Liability

A "pollution condition", "loss" or "claim" arising out of the rendering of or failure to render "professional services".

g. Asbestos

Any "loss", "pollution condition", cost, expense or "claim" which would not have occurred, in whole or in part, but for the actual, alleged or threatened existence of, presence of, inhalation of, ingestion of, use of, handling of, contact with or exposure to asbestos in any form, including products containing asbestos, asbestos fibers, asbestos dust and asbestos containing materials. This exclusion applies regardless of:

- (1) The cause of the "loss", "pollution condition", cost, expense or "claim", or
- (2) Whether the "loss", "pollution condition", cost, expense or "claim" is related to any product, services or operations of an insured.

h. Lead

Any "loss", "pollution condition", cost, expense or "claim" which would not have occurred, in whole or in part, but for the actual, alleged or threatened existence of, presence of, inhalation of, ingestion of, use of, handling of, contact with or exposure to lead, lead-based paint or any material containing lead or lead-based paint. This exclusion applies regardless of:

- (1) The cause of the "loss", "pollution condition", cost, expense or "claim"; or
- (2) Whether the "loss", "pollution condition", cost, expense or "claim" is related to any product, services or operations of an insured.

i. Nuclear Or Radioactive Waste And Materials

A "pollution condition", "loss" or "claim" which would have not occurred, in whole or in part, but for the actual, alleged or threatened contact with, exposure to, existence of or presence of any nuclear or radioactive material, waste or condition.

j. Non-cumulation

Any "occurrence", "claim", "loss" or "pollution condition", including the same, related, repeated or continuous "pollution condition"(s), that was:

- (1) Reported to us or an affiliate of us under an endorsement or endorsement issued by us or an affiliate of us prior to the inception of the endorsement period of this endorsement; or
- (2) Reported to another insurance company or its agent prior to the inception of the endorsement period of this endorsement.

k. Insured Versus Insured

Any "claim" by an insured against another insured.

l. Related Persons Or Organizations

Any "claim" by a person or organization:

- (1) That wholly or partially owns, operates, manages or controls any insured;
- (2) In which any insured has a direct or indirect ownership interest;
- (3) That is controlled, operated or managed by any insured; or
- (4) That is an affiliate of any insured.

But this exclusion will not apply to a "claim" made by an "additional insured".

m. Mold Matter

A "pollution condition", "loss" or "claim" which would have not occurred, in whole or in part, but for the actual, alleged or threatened contact with, exposure to, existence of or presence of any "mold matter".

n. Communicable Diseases

Based upon or arising out of the exposure to infected individuals or animals or contact with bodily fluids of infected individuals or animals.

4. With respect to **Contractor's Pollution Legal Liability Insurance, this insurance does not apply to:**

a. Transportation

A "pollution condition", "loss" or "claim" arising out of:

- (1) The ownership, operation, maintenance, use (including "loading or unloading") or entrustment to others of any "auto", "mobile equipment", aircraft, watercraft, rolling stock or other mode of transportation, including any machinery or apparatus attached thereto or any cargo carried thereby; or
- (2) Waste or materials transported, removed or taken by anyone beyond the boundaries of the "job site".

Paragraph (1) of this exclusion does not apply to a "pollution condition", "loss" or "claim" arising out of the use of an "auto" or "mobile equipment" within the boundaries of a "job site", if such use is solely and directly related to "contracting services".

b. Faulty Workmanship And Insured's Work

Any "claim" for or amounts consisting of the cost to repair or replace faulty workmanship, construction, fabrication, installation, assembly, erecting, manufacturing or remediation, if such faulty workmanship, construction, fabrication, installation, assembly, erecting, manufacturing or remediation was performed, in whole or in part, by or on behalf of an insured.

c. Property

"Property damage" to:

- (1) Property that is or was at any time owned, rented or occupied by any insured; or
- (2) Personal property in the care, custody or control of any insured.

5. With respect to **Professional Legal Liability Insurance**, this insurance does not apply to:

a. Asbestos

Arising out of the existence of, require removal or abatement of asbestos, in any form, including but not limited to products containing asbestos, asbestos fibers, asbestos dust and asbestos containing materials.

b. Lead And Lead-Based Paint

Arising out of the existence of, required removal or abatement of any lead and/or lead-based paint, in any form, including, but not limited to, products containing lead, lead dust and lead containing materials.

c. Contractual Liability

Arising from the insured's:

(1) Assumption of liability in a contract or agreement; or

(2) Breach of contract or agreement.

This exclusion does not apply to liability that the insured would have in the absence of the contract or agreement.

d. Discrimination

Arising from any discrimination on the basis of age, color, race, sex, creed, national origin, marital status, disability or sexual preference, unless such "claim" is based upon or arises out of the failure to make a reasonable accommodation for a disability in violation of the Americans With Disabilities Act 42 U.S.C. 12101, et seq., as amended.

e. Employer's Liability

Arising from any injury to:

(1) Any employee, director, officer, partner or member of any insured or "leased worker" of any insured, if such injury arises in the course of:

(a) Employment by an insured; or

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

(2) The spouse, child, parent, brother or sister of such employee, director, officer, partner or member of any insured or "leased worker" of the insured, as a consequence of any injury to any of the persons described in Paragraph (1) above.

This exclusion does not apply to liability assumed by the Named Insured in a contract or agreement that is an "insured contract".

f. Express Warranty And Guaranty

Arising from any express warranty or guaranty. This exclusion does not apply to any warranty or guarantee by the insured that the insured's "professional services" are in conformity with the standard of care that would be applicable in the absence of such express warranty or guarantee.

g. Fiduciary Liability

Arising from any involvement by an insured as:

(1) An officer, director, partner, member, trustee, employer or employee of a business enterprise not shown in the Schedule or any charitable organization, or pension, welfare, profit sharing, mutual or investment fund or trust; or

(2) A fiduciary under the Employee Retirement Income Security Act of 1974 and its amendments or any regulation or order issued pursuant thereto or any other employee benefit plan.

h. Insurance And Suretyship

Arising out of the requiring, obtaining, maintaining, advising as to or the failure to require, obtain, maintain or advise as to any form of insurance, suretyship or bond, either with respect to any insured or any other person or organization.

i. Insured Versus Insured

Any "claim" by an insured against another insured. This exclusion does not apply to a "claim" by a "client".

j. Intentional And Dishonest Acts

Arising from any

- (1) Intentional disregard of or non-compliance with, any statute, regulation, ordinance, law or order by or at the direction of the insured or its agent; or
- (2) Actual or alleged fraudulent, dishonest or malicious conduct by the insured.

This exclusion does not apply to the insured that did not allegedly commit or allegedly participate in committing any of the forgoing described above.

k. Joint Venture Or Co-Venture

Arising out of an insured's participation in a joint venture or co-venture. This exclusion does not apply to the Named Insured's liability resulting from the rendering or failure to render "contracting services" or "professional services" as a partner or member of a joint venture or co-venture.

l. Known Circumstances Or Conditions

Arising from:

- (1) A "claim" or "professional loss" known by a "responsible insured" prior to the inception of the "endorsement period"; or
- (2) A circumstance or condition known by a "responsible insured" prior to the inception of the "endorsement period" where the "responsible insured" should have reasonably foreseen that a "claim", "pollution condition" or "professional loss" would result.

m. Mold Matter

Arising out of the existence of, exposure to, required removal or abatement of "mold matter", in any form including but not limited to any such cause or condition involving the presence, discharge or infiltration of moisture, vapor, water or any other liquid, or any damage related thereto. For purposes of this exclusion, "mold matter" means mold, mildew or any type or form of fungus, including mycotoxins, spores or by-products produced or released by fungi.

n. Notices To Previous Insurers

Arising from any "claim", act, error or omission in "professional services" or other circumstance reported by an insured under any prior endorsement issued by a person or organization other than us.

o. Off-Site Waste Liability

Arising out of any waste or materials transported beyond the boundaries of a "job site".

p. Personal Injury

Arising from the false arrest, humiliation, harassment, detention, imprisonment, wrongful entry or eviction or other invasion of private occupancy, malicious prosecution, abuse of process, libel, slander, harassment, or other defamatory or disparaging material, or a publication or an utterance in violation of an individual's right of privacy.

q. Products

Arising from any goods, materials or products designed, manufactured, sold, handled, distributed and/or supplied by any insured or by others under license or trade name from any insured.

r. Professional Liability

Arising out of the rendering of or failure to render "professional services" by the insured, unless there is a limit of insurance shown on the Schedule for **Professional Legal Liability Insurance**.

s. Property

Arising out of:

- (1) Any real property owned by the Named Insured; or
- (2) For the repair, replacement or restoration of any personal property in the care, custody or control of the insured, other than personal property owned or leased by, or in the care, custody or control of, the "client".

t. Radioactive And Nuclear Material

Arising out of:

- (1) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- (2) Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the processing or reaction of nuclear fuel;
- (3) The existence, required removal or abatement of naturally occurring radioactive materials including, but not limited to, radon;
- (4) High-level radioactive waste (spent nuclear fuel or the highly radioactive waste produced if spent fuel is reprocessed), uranium milling residues and waste with greater than specified quantities of elements heavier than uranium; or
- (5) Mixed Waste as defined in Title 40 Code of Federal Regulations, Part 266.210; however, this Paragraph (5) does not apply to Mixed Waste that contains Waste as defined in Title 10 Code of Federal Regulations, Part 61.2, including, but not limited to the actual, alleged or threatened exposure of any person(s) or property to any such matter.

u. Retroactive Date

A "claim" resulting from an act, error, or omission in "professional services" that commenced before the "retroactive date" shown in the Schedule of this endorsement.

v. Related Entities And Individuals

Arising from a "claim" by an entity or individual:

- (1) That wholly or partially owns, operates or manages an insured;
- (2) In which an insured has a direct or indirect ownership interest;
- (3) That is controlled, operated or managed by an insured; or
- (4) That is an affiliate of an insured.

But this exclusion will not apply to a "claim" made by an "additional insured".

w. Securities Violation

Arising from any violation of the Securities Act of 1933 as amended or the Securities Exchange Act of 1934 as amended or any state Blue Sky or securities law or similar State, Federal or other governmental law, statute and any regulation or order issued pursuant to any of the foregoing statutes.

x. Transportation

Arising from the ownership, maintenance, use, operation, loading or unloading of any motorized land vehicle, aircraft, watercraft or rolling stock, including any machinery or apparatus attached thereto or any cargo carried thereby, beyond the boundaries of a "job site".

6. With respect to **Premises Pollution Legal Liability Insurance, this insurance does not apply to:**

a. Transportation

A "pollution condition", "loss" or "claim" arising out of:

- (1) The ownership, operation, maintenance, use (including "loading or unloading") or entrustment to others of any "auto", "mobile equipment", aircraft, watercraft, rolling stock or other mode of transportation, including any machinery or apparatus attached thereto or any cargo carried thereby; or
- (2) Waste or materials transported, removed or taken by anyone beyond the boundaries of a "covered location".

b. Retroactive Date

A "loss" or "claim" arising out of a "pollution condition" that commenced before the "retroactive date" shown in the Schedule of this endorsement. For the purpose of this exclusion, a "pollution condition" that commenced before the "retroactive date" shown in the Schedule under **Premises Pollution Legal Liability Insurance** of this endorsement includes any dispersal, migration or further movement of such "pollution condition" on or after the "retroactive date".

c. Divested Property

Any "claim" or "loss" arising out of "pollution condition" on, at, under or migrating from a "covered location" where the actual or alleged "pollution condition" commenced after the time the "covered location" is sold, given away or abandoned by an insured, or is condemned.

d. Property

"Property damage" to:

- (1) Property that is or was at any time owned, rented or occupied by any insured; or
- (2) Personal property in the care, custody or control of any insured.

Paragraph (1) of this exclusion does not apply to "cleanup costs" because of "environmental damage" caused by a "pollution condition" on, at, under or migrating from a "covered location".

e. Underground Storage Tanks

A "pollution condition", "loss" or "claim" arising out of the past or current existence of an "underground storage tank" on, at, under or migrating from a "covered location".

f. Material Change In Use Or Operations

A "pollution condition", "loss" or "claim" arising out of a material change in the use of, or a material change in the operations at, any "covered location" from those set forth by any insured in the Application or related materials as of the inception date of the endorsement period of this endorsement.

C. Who Is An Insured

1. Insured means each of the following:

- a. Any Named Insured and any current or former director, partner, member, executive officer, employee or "leased worker" of the Named Insured, but solely while acting within the course and scope of his or her duties as such.
 - b. Solely with regard to **Contractor's Pollution Legal Liability Insurance**, the "client", but only:
 - (1) If the Named Insured is required to include the "client" as an additional insured in a written contract in effect during the endorsement period and signed by the Named Insured prior to the first commencement of the "pollution condition"; and
 - (2) With respect to the "client's" vicarious liability resulting from the Named Insured's "contracting services"; and
 - (3) Any insurance afforded to the "client" under the terms and conditions of this endorsement will be limited to the lesser of the amount of the Limits of Insurance required by such written contract and the Limits of Insurance under this endorsement. In no event will we be liable for any amounts in excess of the Limits of Insurance shown on the Schedule.
- In the event of the insured's bankruptcy, the trustees of the insured and in the event of the insured's death or incapacity, the insured's legal representatives or executors, but only with respect to each such trustee's, representative's or executor's vicarious liability resulting from the Named Insured's "contracting services" or "professional services".
- c. Any "additional insured", but only as respects "claims" against such person or entity for acts, errors or omissions of the "insured".

D. Limits Of Insurance

- 1. The Limits of Insurance shown in the Schedule of this endorsement and the rules below establish the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Claim"(s);
 - c. Persons or organizations making "claim"(s);
 - d. Governmental actions taken with respect to "cleanup costs";
 - e. "Pollution condition"(s) or
 - f. "Professional loss".
- 2. The **Contractor's Pollution Legal Liability Insurance** Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for the sum of all damages, "cleanup costs" and "legal expenses" for which insurance is afforded under **Contractor's Pollution Legal Liability Insurance**. The **Contractor's Pollution Legal Liability Insurance** Each "Pollution Condition" Limit shown in the Schedule of this endorsement is the most we will pay for the sum of all damages, "cleanup costs" and "legal expenses" arising out of a single "pollution condition" for which insurance is afforded under **Contractor's Pollution**

Legal Liability Insurance. All “loss” arising out of the same, related, repeated or continuous “pollution condition”(s) shall be deemed to arise out of a single “pollution condition”.

3. The **Professional Legal Liability Insurance** Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for all “professional loss” afforded under **Professional Legal Liability Insurance**. If a **Professional Legal Liability Insurance** Limit is not shown in the Schedule, then **Professional Legal Liability Insurance** is not afforded. The **Professional Legal Liability Insurance** Limit shown in the Schedule of this endorsement is the most we will pay for all “professional loss” arising out of acts, errors or omissions in rendering or failing to render “professional services” for which insurance is afforded under **Professional Legal Liability Insurance**. All “professional loss” arising out of the same, related, repeated or continuous act(s), error(s) or omission(s) in rendering or failing to render “professional services” is deemed to arise out of a single act, error or omission.
4. The **Premises Pollution Legal Liability Insurance** Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for all damages, “cleanup costs” and “legal expenses” for which insurance is afforded under **Premises Pollution Legal Liability Insurance**. The **Premises Pollution Legal Liability Insurance** Each “Pollution Condition” Limit shown in the Schedule of this endorsement is the most we will pay for the sum of all damages, “cleanup costs” and “legal expenses” arising out of a single “pollution condition” for which insurance is afforded under **Premises Pollution Legal Liability Insurance**. All “loss” arising out of the same, related, repeated or continuous “pollution condition”(s) shall be deemed to arise out of a single “pollution condition”.
5. The “Business Interruption” and “Extra Expense” Limit shown in the Schedule of this endorsement is the most we will pay for all “business interruption” and “extra expense”, including “rental value” for which insurance is afforded under “business interruption” and “extra expense” coverage.
6. **Insurance Under Multiple Policies**
 - a. Notwithstanding anything to the contrary in this endorsement or any other endorsement issued by us or a company affiliated with us, under no circumstances will more than one endorsement issued by us or a company affiliated with us apply to:
 - (1) Any “loss”, “pollution condition” or “professional loss” that occurs or continues through more than one endorsement period of two or more policies (including this endorsement) issued by us or a company affiliated with us; or
 - (2) “Claim”(s) and “loss”(es) arising out of the same, related, repeated or continuous “pollution condition” or “professional loss”.
 - b. Subject to paragraph c. below, if more than one endorsement issued by us or a company affiliated with us would otherwise apply to any “loss”, “pollution condition” or “professional loss” that occurs or continues through more than one endorsement period of two or more policies (including this endorsement) issued by us or a company affiliated with us, the only endorsement that will respond is the endorsement with the earliest inception date. No other endorsement will respond, even if the limits of the endorsement with the earliest inception date have been impacted or exhausted by payment(s) by us.
 - c. The most we will pay for the total of all “claim”(s) and “loss”(es) arising out of the same, related, repeated or continuous “pollution condition”(s) or “professional loss”(s) under all policies issued by us or a company affiliated with us is the Each “Pollution Condition” Limit of Insurance or Each “Professional Loss” Limit of Insurance set forth in the endorsement with the earliest inception date of all applicable policies issued by us or a company affiliated with us.

E. Deductible

1. We will not pay any damages, “cleanup costs”, “professional loss”, “legal expenses”, “business interruption” or “extra expense” until the amount of damages, “cleanup costs”, “professional loss”, “legal expenses”, “business interruption” or “extra expense” paid by the Named Insured exceeds the applicable deductible shown in the Schedule.
2. The deductible shall be satisfied by monetary payments by the named insured of damages, “cleanup costs”, “professional loss”, “legal expenses”, “business interruption” or “extra expense”. The Named Insured shall make payments within the deductible to the appropriate parties as designated by us.
3. The deductible shall not reduce the Limit of Liability shown in the Schedule.

F. Conditions

1. **Bankruptcy**

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

2. Legal Action Against Us

No person or organization has a right under this endorsement:

- 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 endorsement 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; however, we will not be liable for damages that are not payable under the terms of this endorsement or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

3. Insurance Under Two Or More Coverages

If insurance is available under **Contractor's Pollution Legal Liability Insurance, Professional Legal Liability Insurance** or **Premises Pollution Legal Liability Insurance** and also available under "other intra-endorsement insurance" for the same "loss", damage or injury, our obligations are limited as follows:

- a. Any insurance available under **Contractor's Pollution Legal Liability Insurance, Professional Legal Liability Insurance** or **Premises Pollution Legal Liability Insurance** is primary, and there will be no contribution from or concurrent coverage with "other intra-endorsement insurance" that would otherwise be applicable; and
- b. Any available "other intra-endorsement insurance" is excess over any insurance available under **Contractor's Pollution Legal Liability Insurance, Professional Legal Liability Insurance** or **Premises Pollution Legal Liability Insurance** including amounts within the Deductible shown in the Schedule of this endorsement.
- c. When "other intra-endorsement insurance" is excess, we will have no duty under "other intra-endorsement insurance" to defend you against any "claim" if we have the duty to defend you under **Contractor's Pollution Legal Liability Insurance, Professional Legal Liability Insurance** or **Premises Pollution Legal Liability Insurance**.
- d. If two or more of this endorsement's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

4. Duties In The Event Of An "Occurrence", "Pollution Condition", "Professional Loss", "Loss" Or "Claim"

- a. No insured will, except at its own cost, voluntarily make a payment, assume any obligation, admit liability, or incur any expense without our prior written consent.
- b. The insured must see to it that we are notified as soon as practicable of any "occurrence", "pollution condition", "loss" or act, error or omission in "professional services" which may result in a "claim". To the extent possible, notice should include:
 - (1) How, when and where the "occurrence", "pollution condition", "loss" or act, error or omission in "professional services" took place;
 - (2) The names and addresses of any person involved and/or having knowledge of the "occurrence", "pollution condition", "loss" or act, error or omission in "professional services";
 - (3) The "contracting services" that may have caused such "pollution condition"; and
 - (4) The nature of any resulting harm, injury or damage.
- c. If a "claim" is made or brought against an insured, the insured must:
 - (1) Immediately record the specifics of the "claim" and the date it was received;
 - (2) Notify us as soon as practicable;
 - (3) Provide written notice of the "claim" as soon as practicable;
 - (4) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with a "claim";
 - (5) Authorize us to obtain records and other information;
 - (6) Cooperate with us in the investigation, settlement or defense of the "claim"; and

(7) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "loss" to which the insurance under this endorsement applies;

(8) With respect to **Professional Legal Liability Insurance**, the insured must also provide the date and details of all actual and alleged acts, errors or omissions in "professional services" which took place, along with the specific nature, date and extent of any injury or damage which has been sustained, copies of any contracts that have been entered into by any insured that are related to the "professional services" and details explaining how the "insured" first became aware of the circumstance.

d. In the case of a "pollution emergency", the insured must report any claim or potential claim as soon as practicable by contacting us at the telephone number specified in the Schedule.

5. Concealment, Misrepresentation Or Fraud

This endorsement is void in any case of fraud by you as it relates to this endorsement at any time. It is also void if you or any other insured, at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This endorsement;
- b. The "covered location";
- c. Your interest in the "covered location"; or
- d. A "claim" under this endorsement.

6. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this endorsement at any time during the endorsement period and up to three years afterward.

7. Liberalization

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

8. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this endorsement has rights to recover damages from another, those rights are transferred to us to the extent of our payment. If the insured has rights to recover all or part of any payment we have made under this endorsement, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. Subrogation

In the event of any payment under this endorsement, we will be subrogated to all of the insured's rights of recovery against any person or organization and the insured will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured will do nothing at any time to prejudice our subrogation rights. However, we waive our right(s) of recovery against any person or organization if and to the extent the Named Insured has agreed to waive its right(s) of recovery against such person or organization in a written contract signed by the Named Insured prior to:

- a. The first commencement of a "pollution condition" out of which the "claim" arises under **Contractor's Pollution Legal Liability Insurance**, or
- b. The act, error or omission in "professional services" out of which the "claim" arises under **Professional Legal Liability Insurance**.

G. Definitions

- 1. "Additional insured" means any person or entity that the insured has agreed in writing to add as an "additional insured" under the Endorsement, prior to the commission of any act for which such person or entity would be provided coverage under the Endorsement, but only to the extent the insured would have been liable and coverage would have been afforded under the terms and conditions of the Endorsement had such "claim" been made against the insured.
- 2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.
- However, "auto" does not include "mobile equipment".
3. "Automatic extended reporting period" means the 90 day period of time set forth under the Extended Reporting Periods section.
4. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
5. "Business Interruption" means the sum of the following:
- a. Net income, which is net profit, if any, that would have been earned before taxes (or if there is a net loss before taxes, the net loss is deducted); and
 - b. Continuing normal operating expenses incurred excluding payroll not deducted in a. above;
- Due to the reasonably and necessary suspension of the insured's operations during the "period of restoration" at a "covered location".
6. "Claim" means a lawsuit or governmental action alleging legal liability on the part of the insured.
7. "Cleanup costs" means:
- a. Reasonable and necessary costs, charges and expenses incurred, with our prior written consent, in the investigation, assessment, removal, disposal, abatement, containment, treatment, remediation (including the associated testing and monitoring) or neutralization of a "pollution condition", to the extent required by "environmental laws", required by a "licensed site professional" or required to satisfy the insured's obligations under a federal or state cleanup program;
 - b. Reasonable and necessary fees charged by an attorney designated or consented to by us incurred in connection with any such "cleanup costs";
 - c. Reasonable and necessary "restoration costs";
 - d. Reasonable and necessary "mitigation costs"; and
 - e. Reasonable and necessary expenses incurred to respond to an imminent and substantial endangerment to the public health or welfare or to the environment because of a "pollution condition"; provided that, as a condition precedent to coverage, the Named Insured shall forward written notice to us of any action taken and expense incurred pursuant to this section as soon as practicable after any such "cleanup costs" have been incurred or assumed.
8. "Client" means the person or organization that directly hires the Named Insured, by written contract signed by the Named Insured, to render "contracting services" and for whom the Named Insured renders such services.
9. "Commencement date" means the date listed under "commencement date" on the Schedule for each applicable coverage.
10. "Contracting services" means those contracting operations performed by you or on your behalf as disclosed to us as of the inception of the endorsement period, or as disclosed to us during the endorsement period and approved by us, in writing, in our sole and absolute discretion.
11. "Coverage territory" means the United States and its territories and possessions.
12. "Covered location" means each location shown in the Schedule of this endorsement and all newly acquired locations during the endorsement period which are disclosed to us in writing during the endorsement period.
13. "Damages" means a monetary judgment, award or settlement. The term "damages" shall not include or mean:
- a. Future profits, restitution, disgorgement of unjust enrichment or profits by an insured, or the costs of complying with orders granting injunctive or equitable relief;
 - b. Return or offset of fees, charges, or commissions charged by or owed to an insured for goods or services already provided or contracted to be provided;
 - c. Taxes or loss of tax benefits;
 - d. Fines, sanctions or penalties;

- e. Punitive or exemplary damages, or any damages which are a multiple of compensatory damages, unless insurable by law in any applicable venue that most favors coverage for such punitive, exemplary or multiple damages;
 - f. Discounts, coupons, prizes, awards or other incentives offered to the insured's customers or clients;
 - g. Liquidated damages, but only to the extent that such damages exceed the amount for which the insured would have been liable in the absence of such liquidated damages agreement; or
 - h. Any amounts for which the insured is not liable, or for which there is no legal recourse against the insured.
14. "Deductible period" means the period of time that begins at the date and time that the we receive and record written notice of the necessary suspension of the insured's operations due to a "pollution condition" on, at, under or migrating from the a "covered location" and ends within the time frame shown on the Schedule.
15. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
16. "Environmental damage" means the injurious presence in or upon land, the atmosphere, or any watercourse or body of water of "pollutants".
17. "Environmental laws" means any federal, state, provincial or local laws, including but not limited to statutes, rules, regulations, ordinances, guidance documents, and governmental, judicial or administrative orders and directives that are applicable to "pollution conditions" to which this Endorsement applies.
18. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
19. "Extra Expense" means the necessary expenses incurred by the insured, over and above the insured's continuing normal operating expenses, during the "period of restoration", that the insured would not have incurred had there been no "pollution condition" discovered at the "covered location", provided that the expenses are incurred to avoid or minimize the suspension of business and to continue operations:
- a. At the "covered location", or
 - b. At replacement or temporary location(s), including:
 - (1) Relocation expenses; and
 - (2) Cost to equip and operate the replacement or temporary location(s).
- Subject to the terms and conditions of this endorsement, we will pay no more for "extra expenses" than the percentage shown below multiplied by the Limit of Insurance stated in the Schedule. If the "period of restoration" is:
- a. 30 days or less, the percentage applied to the Limit of Liability shall be 40%;
 - b. 31 to 60 days, the percentage applied to the Limit of Liability shall be 80%;
 - c. 61 days or more, the percentage applied to the Limit of Liability shall be 100%.
20. "Field changes to design" includes but is not limited to, when a contractor discovers a minor physical job situation that makes it imprudent or impossible to complete the task, from the existing contract documents, the contractor then adjusts the job task, using practical construction knowledge, which does not inhibit the quality of the project, and leads to a field solution. This definition does not include any design that is required to be done by a licensed architect or engineer, and it does not include design related to construction means, methods, or jobsite safety precautions.
21. "Insured contract" means that party of any written contract or written agreement under which the Named Insured assume the tort liability of another party to pay compensatory damages for "loss" to a third person or organization, provided that such written contract or written agreement is signed by the Named Insured prior to the "loss". Tort liability means a liability that would be imposed by law in the absence of any contract or agreement. However, "insured contract" does not include any tortious conduct that would otherwise not be covered by this endorsement, nor if the tortious conduct was solely that of the person or persons for whom such liability under the insured contract was assumed.
22. "Job site" means the location where the "contracting services" are being performed. "Job site" does not include any location which currently is or was, at the time the insured or subcontractor working directly or indirectly on the insured's behalf were working on the location, owned, rented, used or occupied by the insured.

23. "Leased worker" means a person leased to the insured, by a labor leasing firm under an agreement between the insured and the labor leasing firm to perform duties related to the conduct of the insured's business.
24. "Legal expenses" means reasonable and necessary legal fees, charges and expenses incurred in the investigation and defense of a "claim", provided such costs, charges and expenses are authorized by us. "Legal expenses" does not include any expense that is incurred by an insured in assisting in the investigation, defense or resolution of a "claim".
25. "Licensed site professional" means a licensed environmental scientist or engineer that is in good standing with, and acting under the authority of federal, state, provincial or local laws for the purpose of addressing "pollution conditions" at a "covered location".
26. "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".
27. "Loss" means "bodily injury", "property damage" or "environmental damage".
28. "Mitigations costs" means expenses incurred to clean up or mitigate a "pollution condition" resulting from a "pollution emergency" at a "covered location" or covered "job site", as required by a federal or state regulatory agency, prior to the initiation of a formal "claim" against the insured. "Mitigation costs" may only be covered with our prior approval and if notification of such "pollution condition" is provided as soon as practicable. "Mitigation costs" will not be covered where the "pollution condition" does not result in a "claim" or where the "pollution condition" would not otherwise be covered under the terms and conditions of this endorsement. "Mitigation costs" shall not exceed \$25,000.00 and are subject to and will reduce the aggregate Limit of Liability. Refer to **Paragraph F.4. Duties In The Event Of An "Occurrence", "Pollution Condition", "Professional Loss", "Loss" Or "Claim"** for information on "pollution emergency" reporting.
29. "Mold matter" means mold, mildew or any type or form of fungus, including mycotoxins, spores or by-products produced or released by fungi.
30. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in paragraph **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 paragraph **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 land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".

- 31. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 32. "Optional extended reporting period" means the twelve (12) month period of time set forth under the Extended Reporting Periods section.
- 33. "Other intra-endorsement insurance" means insurance provided under the terms of the endorsement other than the **Premises Pollution Legal Liability Insurance, Contactor's Pollution Legal Liability Insurance or Professional Legal Liability Insurance** afforded by this endorsement.
- 34. "Period of restoration" means the period of time that begins after the "deductible period" and ends when the "covered location"(s) should be restored to operation with reasonable speed and quality or when business activities resume at the new permanent location. The expiration date of this endorsement will not reduce the "period of restoration", nor shall the "optional extended reporting period" extend it.
- 35. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 36. "Pollution condition" means the discharge, dispersal, release, escape, seepage or migration of "pollutants" into or upon land, the atmosphere, or any watercourse or body of water.
- 37. "Pollution emergency" means any "pollution condition" where immediate action is required to respond to a potential or actual "claim".
- 38. "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 the job site has been put to its intended use by any other person or organization other than another contractor or subcontractor working on the same project.
 - (d) Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

 - 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; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.- 39. "Professional loss" means:
 - a. A monetary judgment, award or settlement of compensatory damages;
 - b. "Legal expenses" associated with the above paragraph.

"Professional loss" does not include:

- a. Civil or criminal fines and penalties;
- b. Punitive, exemplary or multiplied damages;
- c. Injunctive or equitable relief;
- d. The return of fees or charges for services rendered;
- e. Costs and expenses incurred by the "insured" to redo, change, supplement or fix the "insured's" work or services, including redesign; or
- f. Any of the "insured's" overhead, mark-up, or profit.

40. "Professional Services" means those activities listed under Professional Services in the Schedule that are rendered by or on behalf of the Named Insured.

41. "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.

As used in this definition, electronic data means information, facts or programs stored as, 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.

42. "Rental Value" means the loss of any anticipated rental income the insured would have earned during the "period of restoration" by renting all or a portion of the "covered location"(s) to a third party not owned by, affiliated with, or connected in any way to the insured, less any rental income the insured actually earned or could have earned during the "period of restoration" by renting all or a portion of the "covered location"(s) or by making use of other property. "Rental value" does not apply to any loss included in the definition of "business interruption" and "extra expense".

43. "Responsible insured" means any officer, director, partner, member, manager, supervisor or foreman of any insured or any employee of an insured that has responsibility, in whole or in part, for risk control, risk management, health and safety or environmental affairs, control or compliance.

44. "Restoration costs" means expenses required to restore, repair or replace real or personal property to substantially the same condition it was in prior to being damaged during the course of responding to a "pollution condition" to which this endorsement applies. These costs will not exceed the actual cash value of such real or personal property immediately prior to such damage, or include costs associated with improvements or betterments. Actual cash value shall mean the cost to replace such real or personal property, immediately prior to such damage, minus the accumulated depreciation of the real or personal property.

45. "Retroactive date" means the date listed under "retroactive date" on the Schedule for each applicable coverage.

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

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

47. "Transportation" means the movement of waste or material by "auto" or "mobile equipment" (including "loading or unloading") provided that the person or entity transporting the waste or material is properly licensed to transport such waste or material by "auto" or "mobile equipment".

48. "Underground storage tank" means a stationary container or vessel, including the associated piping connected thereto, which is ten percent (10%) or more beneath the surface of the ground and is:

- a. Constructed primarily of non-earthen materials; and
- b. Designed to contain any substance.

49. "Value engineering" means an organized effort directed at analyzing designed building features, systems, equipment, and material selections for the purpose of achieving essential functions at the lowest life cycle cost consistent with required performance, quality, reliability, and safety.

50. "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.

51. "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.

H. Extended Reporting Periods

With respect to **Premises Pollution Legal Liability Insurance** or **Professional Legal Liability Insurance**:

1. Automatic Extended Reporting Period

You are entitled to an automatic ninety (90) day "automatic extended reporting period", commencing on the last day of the endorsement period. The ninety (90) day "automatic extended reporting period" applies to a "claim" first made during the endorsement period and reported to us, in writing, during the ninety (90) day "automatic extended reporting period". The ninety (90) day "automatic extended reporting period" applies only if we cancel or non-renew the **Professional Legal Liability Insurance** or the **Premises Pollution Legal Liability Insurance** for a reason other than non-payment of premium, non-payment of deductible, fraud or misrepresentation.

2. Optional Extended Reporting Period

Upon non-renewal or cancellation of this endorsement for any reason except the non-payment of premium, the insured will have the right to purchase, for one hundred percent (100%) of the expiring annual premium, an "optional extended reporting period" of twelve consecutive (12) months. Coverage provided by such "optional extended reporting period" will only apply to "claims" first made against any insured during the endorsement period and reported to us, in writing, during the "optional extended reporting period", and arising out of any act, error or omission committed on or after the "retroactive date" and before the end of the endorsement period. In order for the insured to invoke the "optional extended reporting period", the payment of the additional premium for the must be paid to us within 60 days of the termination of this endorsement.

The Limit of Liability for the "optional extended reporting period" shall be 100% of the applicable expiring Aggregate Limit of Liability that was in effect at the inception of the endorsement. At the commencement of the "optional extended reporting period", the entire contribution will be deemed earned, and, in the event the insured terminates the "optional extended reporting period" for any reason prior to its natural expiration, we will not be liable to return any contribution paid for the "optional extended reporting period".