# NOTICE

**This insurance policy is delivered as surplus line coverage under the Louisiana Insurance Code.**

**In the event of insolvency of the company issuing this contract, the policyholder or claimant is not covered by the Louisiana Insurance Guaranty Association or the Louisiana Life and Health Insurance Guaranty Association, which guarantees only specific types of policies issued by insurance companies authorized to do business in Louisiana.**

**This surplus lines policy has been procured by the following licensed Louisiana surplus lines broker:**

Matt Grossberg

**Signature of Licensed Louisiana Surplus Lines Broker or Authorized Representative**

**Matthew S Grossberg**

**Printed Name of Licensed Louisiana Surplus Lines Broker**

# Policy Summary & Fee Disclosure

Bennett Johnson

5300 Ehret Road,
Marrero, LA 70072

Sunde Ngoh Nyah
2175 Hillsdale Ave
St. Paul , MN 55119

| General Liability Limits | Limits of Insurance |
|---|---|
| General Aggregate Limit | $1,000,000 |
| Products/Completed Operations Aggregate Limit | $1,000,000 |
| Personal/Advertising Injury | $1,000,000 |
| Each Occurrence Limit | $1,000,000 |
| Damage to Premises Rented to You Limit | $50,000 |
| Medical Expense Limit | $5,000 |
| Self-Insured Retention (Per-Occurrence) | $2,500 |

| Coverage Part | Coverage Part |
|---|---|
| Premium | $2,324.66 |
| Surplus Lines Tax | $169.06 |
| Association Dues | $984.56 |
| Policy Fee | $88.24 |
| Inspection Fee | $88.24 |
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| | |
| | |
| **Total** | $3,654.76 |

# Third Coast Insurance Company

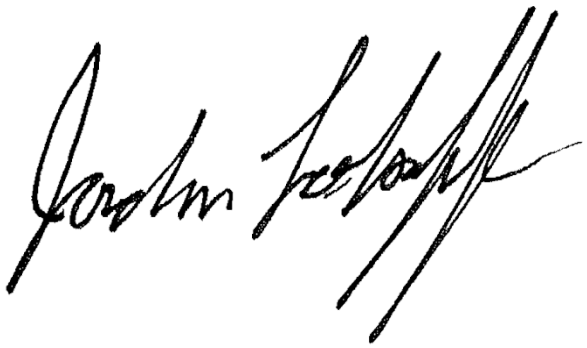
A Stock Insurance Company

# Commercial Insurance Policy

POLICY JACKET, DECLARATIONS PAGE, FORMS AND ENDORSEMENTS COMPLETE THIS POLICY

**Execution Clause Endorsement**

In Witness Whereof, the Company has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of the Company.



Jordan Lotsoff, Vice President

Bobbi J. Elliott, Corporate Secretary

## Third Coast Insurance Company

# U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – http//www.treas.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

# Third Coast Insurance Company

15200 West Small Road • New Berlin, WI 53151

## CLAIMS MADE AND REPORTED
## COMMERCIAL GENERAL LIABILITY POLICY
## DECLARATIONS

**Policy No.** GLSISTC010476425 **New Policy**

Bennett Johnson

**Mailing Address:**
5300 Ehret Road, Marrero, LA 70072

**Physical Address:**
5300 Ehret Road, Marrero, LA 70072

Sunde Ngoh Nyah
2175 Hillsdale Ave
St. Paul , MN 55119

**TERM**

**Named Insured: Bennett Johnson**

**Insurance Company:** Third Coast Insurance Company

**Policy Period:** From 10/03/2025 to 10/03/2026 at 12:01 A.M. Standard Time at your mailing address shown above.

The **Inception Date** for the **Policy** is 12:01 a.m. on 10/03/2025

**NOTICE**

**PLEASE READ ALL PORTIONS OF THIS POLICY CAREFULLY. THERE ARE A NUMBER OF EXCLUSIONS, CONDITIONS, ENDORSEMENTS AND TERMS CONTAINED IN THIS POLICY THAT MAY DELETE, MODIFY OR EXPAND THE COVERAGE PROVISIONS STATED ELSEWHERE IN THE POLICY. ALL PORTIONS OF THIS POLICY ARE TO BE READ TOGETHER. BY ACCEPTING THIS POLICY, THE INSURED HAS AGREED TO READ THE POLICY IN ITS ENTIRETY WITHIN SEVEN (7) DAYS OF ITS ISSUANCE.**

**DEFENSE WITHIN LIMITS: In addition to any indemnity payments, the limits of liability available to pay settlements, judgments and "claim expenses" will be reduced, and may be exhausted, by payment of "claim expenses" including payment of any defense fees and costs.**

**CLAIMS MADE AND REPORTED: This is a CLAIMS MADE AND REPORTED POLICY. Subject to the terms and conditions of the Policy, this insurance applies only to those claims that are FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURANCE COMPANY DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. THERE IS NO RETROACTIVE COVERAGE. (See Endorsement Form TCIC CMR 00 00 0621).**

In return for the payment of premium, and subject to all the terms, conditions and exclusions of this **Policy**, we agree with you to provide the insurance as stated in this **Policy.**

# Third Coast Insurance Company

15200 West Small Road • New Berlin, WI 53151

A MINIMUM AND DEPOSIT PREMIUM IS INDICATED FOR THE COVERAGE PROVIDED BY THIS POLICY. MINIMUM AND DEPOSIT PREMIUM SHALL BE DEFINED AS THE PREMIUM AMOUNT DUE AT THE INCEPTION OF THE POLICY. EVEN THOUGH THE POLICY IS "RATABLE" (SUBJECT TO ADJUSTMENT BASED ON RATE PER SALES), UNDER NO CIRCUMSTANCES WILL THE ANNUAL EARNED PREMIUM BE LESS THAN THE MINIMUM PREMIUM, OR A RETURN PREMIUM BE GENERATED. THIS POLICY IS SUBJECT TO AUDIT.

| **DESCRIPTION OF OPERATIONS / CLASSIFICATION** - Per Application |
|---|
| DAMAGES RESULTING FROM WORK OR OPERATIONS WHICH ARE NOT SPECIFIC AND CUSTOMARY TO THE DESCRIPTION OF OPERATIONS LISTED ON THE APPLICATION OR CLASSIFICATION SHOWN, OR OTHERWISE LISTED IN THE APPLICATION USED TO BIND, ARE NOT COVERED ON THIS POLICY. |

| GENERAL LIABILITY COVERAGES | LIMITS OF INSURANCE |
|---|---|
| GENERAL AGGREGATE LIMIT (Other than Products-Completed Operations) | $1,000,000 |
| PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT | $1,000,000 |
| PERSONAL/ADVERTISING INJURY LIMIT | $1,000,000 |
| EACH OCCURRENCE LIMIT | $1,000,000 |
| DAMAGE TO PREMISES RENTED TO YOU LIMIT | $50,000 |
| MEDICAL EXPENSE LIMIT | $5,000 |
| SELF-INSURED RETENTION (Per-Occurrence) | $2,500 |
| INDEPENDENT CONTRACTORS/SUBCONTRACTORS SUBLIMIT | $50,000 |

| COVERAGE PART | MINIMUM & DEPOSIT PREMIUM | |
|---|---|---|
| Premium | $2,324.66 | |
| Surplus Lines Tax | $169.06 | |

| **POLICY FORMS** |
|---|
| **COMMERCIAL GENERAL LIABILITY POLICY DECLARATIONS - FORM TCIC CM DEC LA 01 00 0123**<br>**MANUSCRIPT COMMERCIAL GENERAL LIABILITY COVERAGE FORM - TCIC GL 01 00 0123**<br><br>**POLICY ENDORSEMENTS - SEE LIST OF STANDARD ENDORSEMENTS BELOW, AND THE SCHEDULE OF ADDITIONAL ENDORSEMENTS MADE PART OF THIS POLICY.**<br><br>**NOTE THE FOREGOING POLICY FORMS ARE SUBJECT TO EXCLUSIONS, CONDITIONS, ENDORSEMENTS, SUBLIMITS AND TERMS THAT MAY DELETE, MODIFY OR EXPAND THE COVERAGE PROVISIONS STATED ELSEWHERE IN THE POLICY, INCLUDING BUT NOT LIMITED TO ENDORSEMENT TCIC CMR 00 00 0621 (CLAIMS MADE AND REPORTED LIMITATION). PLEASE CONSULT AND REVIEW YOUR POLICY CAREFULLY.** |

# Third Coast Insurance Company

15200 West Small Road • New Berlin, WI 53151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**THERE MAY BE ADDITIONAL ENDORSEMENTS TO YOUR POLICY THAT MATERIALLY MODIFY THE COVERAGE PROVIDED UNDER THIS POLICY. PLEASE REVIEW THE SCHEDULE OF ADDITIONAL ENDORSEMENTS LISTED BELOW AND THAT ARE MADE PART OF THIS POLICY.**

## SCHEDULE OF ADDITIONAL ENDORSEMENTS

**THIS POLICY IS SUBJECT TO THE FOLLOWING ENDORSEMENTS THAT MAY DELETE, LIMIT, MODIFY, CONDITION OR EXPAND THE COVERAGE PROVISIONS STATED ELSEWHERE IN THE POLICY AND IN THE STANDARD ENDORSEMENTS SET FORTH IN THE POLICY DECLARATIONS.**

***PLEASE BE ADVISED THAT YOUR POLICY MAY CONTAIN SUBLIMITS. PLEASE REVIEW YOUR POLICY AND ALL ENDORSEMENTS FOR ANY APPLICABLE SUBLIMITS.**

**LIST OF ADDITIONAL ENDORSEMENTS:**

Amendment of Exclusion For Heating Devices - Welders

## I. TERM

Coverage under this **Policy** shall commence at 12:01 a.m., Standard Time at your address, the Inception **Date**, as defined in the Declarations. Except as otherwise set forth in this **Policy**, the **Application for this Policy,** and any other **Contract between you and TCIC**, the **Policy** shall expire at 12:01 a.m., Standard Time at your address, on the date of expiration, which shall be one calendar year from the **Inception Date.**

## II. COVERAGE AFFORDED

In accordance with the terms of this **Policy**, the **Application** for this policy, and any other **Contract between you and TCIC,** other limits of insurance stated on the Declaration Page, all endorsements, exclusions, terms and conditions which are a part of this **Policy**, and any limits as noted in the Warranty section of the application for this insurance, the **Policy** will provide the coverages for any claim properly made for a covered loss as set forth in the Commercial General Liability Coverage Form (TCIC GL 01 00 0123) and all Endorsements set forth in the Declarations.

Notwithstanding any other provisions contained in this **Policy**, the coverages set forth are limited to:

(A) A claim asserted by a third party (i.e. a party who is neither an insured, nor related by ownership or management to the **Insured**) where such claim directly substantially relates to an insured's project; and

(B) A claim for a **Covered Loss** which is timely and properly reported in accordance with the terms of this **Policy**.

**Third Coast Insurance Company**

**15200 West Small Road**

**New Berlin, WI 53151**

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

# SERVICE OF SUIT ENDORSEMENT

It is understood and agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Named Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States of America. The foregoing shall not constitute a waiver of the right of the Company to remove, remand or transfer such suit to any other court of competent jurisdiction in accordance with the applicable statutes of the state or United States pertinent hereto. In any suit instituted against them upon this contract, the Company will abide by the final decision of such court or of any appellate court in the event of an appeal.

It is further agreed that service of process in such suit may be made upon the Superintendent, Commissioner, or Director of Insurance or other person specified for that purpose in the statute or his or her successor or successors in office as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the Named Insured or any beneficiary hereunder arising out of this contract of insurance.

The Company hereby designates **Bobbi Elliot, Secretary** of **Third Coast Insurance Company, 200 North Grand Avenue, PO Box 40790, Lansing, MI 48901-7990** as the person to whom the said Superintendent, Commissioner, or Director of Insurance is authorized to mail such process or a true copy thereof, in compliance with the applicable statutes governing said service of process in the state or jurisdiction in which a cause of action under this contract of insurance arises.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN THE SAME.**

# Third Coast Insurance Company
# Privacy Disclosure Notice

**To our customers**

Accident Fund Insurance Company of America ("the Company" or "we") does not disclose any non-public personal information about our individual policyholders, applicants, claimants, customers or former customers to any non-affiliated third party other than those permitted by law and only for the purpose of transacting the business of insurance.

**What kinds of information do we collect and from whom?**

The Company collects majority of its information directly from you and/or your agent. This information can include, but is not limited to, name, address, e-mail address, phone number, social security number, income, account balances, transaction history, credit history, insurance claim history, and medical information. The personal information collected is used to help serve your insurance needs, conduct company business, adjust claims, provide customer service and fulfill legal regulatory requirements.

**What do we do with the information collected about you?**

We use the information collected to evaluate your request for insurance coverage, provide policy and premium quotes, service your claims, and determine your rates. We do not disclose information about you to anyone unless such disclosure is expressly authorized by you, required by law, or is necessary to enable our employees or authorized agents to perform functions for the Company. The information is not available to the public.

**What safeguards do we use?**

The Company has a security program consisting of physical, electronic, and procedural safeguards designed to ensure the security and confidentiality of information collected and disclosed.

For a copy of our Privacy Policy:

| | |
|---|---|
| Visit our website: | www.accidentfund.com |
| Call toll free: | 1-866-641-2328 |
| Write: | Office of the General Counsel<br>Attn: Privacy Officer<br>PO Box 40790<br>Lansing, MI 48901-7990 |

# Third Coast Insurance Company

15200 West Small Road • New Berlin, WI 53151

## MANUSCRIPT COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

Throughout this policy, the words "you", "your" or "Named Insured" refer to the Named Insured shown in the declarations. The words "we", "us", and "our" refer to the Company providing this insurance. The term "insured" means any individual or entity that qualifies as an "insured" under the terms of this policy and any endorsements made a part of this policy.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI-Definitions.

We, the Company named in the Declarations, in consideration of the payment of the premium, the undertaking of the Named Insured to pay the applicable Self-Insured Retention, in reliance upon the statements in the application attached hereto and made a part hereof, subject to the limits of liability shown in the Declarations, and subject to all of the terms of this insurance, agree with the Named Insured as follows:

**SECTION I – COVERAGES**
**COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

1. **Insuring Agreement**
   a. We will pay those sums that the insured becomes legally obligated to pay as "damages" for "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend you, the Named Insured, against any "suit" seeking "damages" to which this insurance applies, and which is timely reported to us as provided hereunder. Except as otherwise provided in this policy, we have no duty to defend any other insured. Our duty to defend you is further limited as provided below and in the exclusions made part of this policy. We will have no duty to defend any insured against any suit seeking damages for bodily injury or property damage to which this insurance does not apply and/or which is not timely reported to us. We may at our discretion investigate any occurrence and settle any claim or suit that may result. But:
      (1) The amount we will pay for "damages" is limited as described in Section IV - Limits of Liability;
      (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of "damages" medical expenses, and/or "claim expenses" under Coverage A, B and/or C
      (3) It is expressly understood and agreed that "claim expenses" (including defense expense) are included within, and are not in addition to, the Limits of Liability set forth in the Declarations;
      (4) As noted in 1(a) above, we have no duty to defend any insured other than the Named Insured. However, we shall have no duty or obligation to defend the Named Insured in connection with any "claim" or "suit" where any other insurer is obligated to defend the insured, and we shall have no duty to contribute to or participate in the defense provided by any other such insurer. We shall have the right but not the obligation to defend any insured in connection with any "claim" or "suit" under these circumstances and/or where the insured has any other insurance under which, but for the existence of this Policy, any other insurer is obligated to provide a defense; and
      (5) Notwithstanding the law pursuant to which this policy shall be construed ,we may look to and consider extrinsic evidence outside of the allegations and/or facts pleaded by any claimant to determine whether we owe a duty to defend or indemnify against any "claim" or "suit". We may, at our discretion, investigate any "occurrence" and settle any "claim" or "suit" that may result.

   b. This insurance applies to "bodily injury" and "property damage" only if:
      (1) The "bodily injury" or "property damage" is caused by an "occurrence" that first takes place or begins during the "policy period". An "occurrence" is deemed to first take place or begin on the date that the conduct, act or omission, process, condition(s) or circumstance(s) alleged to be the cause of the "bodily injury" or "property damage" first began, first existed, was first committed, or was first set in motion, even though the "occurrence" causing such "bodily injury" or "property damage" may be continuous or repeated exposure to substantially the same general harm;
      (2) The "bodily injury" or "property damage" resulting from the "occurrence" first takes place, begins, appears and is first identified during the "policy period". All "bodily injury" or "property damage" shall be deemed to first take place or begin on the

date when the "bodily injury" or "property damage" is or is alleged to first become known to any person, in whole or in part, even though the location(s), nature and/or extent of such damage or injury may change and even though the damage or injury may be continuous, progressive, latent, cumulative, changing or evolving;

(3) Prior to the "policy period", no insured listed under Paragraph 1 of Section III–Who Is an Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or "claim", knew that the "occurrence", or any resulting "bodily injury" or "property damage" had taken place, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the "policy period", that the "occurrence", "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the "policy period" will be deemed to have been known prior to the "policy period"; and

(4) All other insurance available to the insured(s) has been exhausted, regardless of any other insurance condition or clause in such insurance and regardless of whether such other insurance is stated to be primary, excess or contingent, unless such other insurance specifically is written to apply in excess of this particular policy in the Insuring Agreement of such other policy, which specifically references this policy by its policy number, "policy period", and policy limits.

c. To the extent we pay any sums in connection with the defense or indemnity of any insured hereunder, we reserve the right to seek and obtain reimbursement for any sums paid in the connection with the defense and/or indemnity of non-covered claims.

2. **Exclusions**

This insurance does not apply to:

a. **Expected or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of any insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. **Action Over**

Any "claim" or "suit" arising out of or related to any "bodily injury" or "property damage" sustained by any general contractor(s), subcontractor(s), independent contractor(s), their "employees", "volunteer workers", "temporary workers", day laborers, , or any persons or companies who are affiliated with such persons or entities, who provide work or products on job sites where any insured provides work, products or services as a contractor or subcontractor. This exclusion applies whether or not the persons or entities making such "claims" are hired, or retained by any insured on the site where the "claim(s)" or "suit(s)" arise. This exclusion applies whether or not anyinsured has agreed orally or in writing to defend or indemnify, or to assume the liability, of any person or entity for any such "claim(s)" or "suit(s)" under a contract. This exclusion shall apply whether "claim" or "suit" is brought directly against any insured, or any insured is made party to such "claim" or "suit" by impleader, joinder, third-party action, or otherwise.

This exclusion applies whether or not:
(1) the "bodily injury" constitutes a "grave injury" as defined by any state or federal law, including but not limited to any Workers' Compensation laws;
(2) you are required by contract, regulation or law to be insured under a workers' compensation policy providing coverage for claims arising from injuries to employees.

This exclusion also applies to "bodily injury" or "property damage" sustained or allegedly sustained by any insured, the spouse, child, parent, brother or sister, of any "employee" of any insured or of any "employee" of any contractor or subcontractor working for or on behalf of any insured.

c. **Worker's Compensation and Similar Laws**

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

d. **Aircraft, Auto or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, including drone, remote controlled, or unmanned, "auto" or watercraft. Use includes operation, temporary or long term storage or placement at a job location (including on the side of a roadway, highway, or other path traveled by autos), and "loading or unloading."

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership,

maintenance, use or entrustment to others of any aircraft, "auto" or watercraft.

This exclusion does not apply to "bodily injury" or "property damage" arising out of the operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" provided that such vehicle, machinery or equipment is not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

e. **Mobile Equipment**
"Bodily injury" or "property damage" arising out of:
(1) The transportation of "mobile equipment" by an "auto" owned or operated by, or rented or loaned to, any insured;
(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity;
(3) The storage or placement of "mobile equipment" (regardless of ownership status) at any job location, including on the side of a roadway, highway, or other path traveled by "autos" or other vehicles; or
(4) The operation, driving, transportation, movement or use of "mobile equipment" (regardless of ownership status), on any non-job location. This includes to and from a job location on any roadway, highway, path or other navigable surface.

f. **Drywall Manufactured in China**
"Bodily injury" or "property damage" arising directly or indirectly out of any "claim", "occurrence", or "suit" arising from or involving allegations in whole or in part respecting Chinese-manufactured drywall. Chinese-manufactured drywall means drywall manufactured in, and/or imported by anyone from, China for use in construction projects within the coverage territory.

g. **Exterior Insulation and Finish Systems ("EIFS")**
"Bodily injury" or "property damage" arising directly or indirectly out of any "claim", "occurrence", or "suit" arising from or involving allegations in whole or in part respecting exterior insulation and finish system(s) ("EIFS"). EIFS means a non-load bearing exterior cladding or finish system and all component parts therein, used on any part of any structure, and consisting of: (1) a rigid or semi-rigid installation board made of expanded polystyrene and/or other materials; (2) the adhesive and/or mechanical fasteners used to attach the insulation board to the substrate; (3) a reinforced or unreinforced base coat; (4) a finish coat providing surface texture to which color may be added; and/or (5) any flashing, caulking or sealant used with the system for any purpose.

h. **Professional Services**
Any "claim" for "bodily injury" or "property damage" arising out of, resulting from, caused by, contributed to, alleged to be, or, in any way involving, in whole or in part, the performance of or failure to perform professional services of an architect, engineer, surveyor, inspector, consultant, or other similar professional, whether employed, hired, or contracted to perform work by any insured or performed by any insured or anyone acting on any insured's behalf. This exclusion also applies to any situation or claim where any insured's work is limited to providing conclusions, consultation, opinions, or supervision services.

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

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section IV – Limits Of Liability. Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you. Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

j. **Damage to Your Product**
"Property damage" to "your product" arising out of it or any part of it.

k. **Damage to Your Work**
"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".
This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

l. **Damage to Impaired Property or Property Not Physically Injured**
"Property damage" to "impaired property" or property that has not been physically injured, arising out of:
(1) A defect, inadequacy or dangerous condition in "your product" or "your work"; or
(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

m. **Recall of Products, Work or Impaired Property**
"Damages" claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
(1) "Your product";
(2) "Your work";
(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.

n. **Personal and Advertising Injury**
"Bodily injury" or "property damage" arising out of "personal and advertising injury".

o. **Subsidence, Movement, or Vibration of Land**
"Bodily injury" or "property damage" arising out of, resulting from, caused by, contributed to by, or,in any way involving, in whole or in part, to the subsidence, movement, or vibration of land or soil, including, but not limited to, earthquake, landslide, cave-in, collapse, loss of lateral support, failure, erosion, mud flow, sink hole, change in level of the soil, or any sinking, rising, settling, cracking, shifting, vibration, expansion or contraction of the earth or soil, or any other movement of earth by whatever cause. There is no coverage for any "claim", "suit", or "occurrence", arising or involving in whole or in part any actual or alleged subsidence, movement, or vibration of land or soil regardless of any other cause or event (natural or man-caused) contributing or concurring, in any sequence, to the loss, liability, or damages. This exclusion applies whether or not the subsidence, movement or vibration occurs in conjunction with any other cause.

This exclusion applies:
(1) To any earth movement, subsidence, or vibration, including but not limited to, any defects in materials, construction methods, negligence in performance, design, construction, selection of materials or any other activity which is alleged to have caused the earth movement solely, jointly, concurrently or in any other sequence the earth movement;
(2) To any "claim", "suit", proceeding or expense associated with the prevention, mitigation or repair of any earth movement or vibration; and
(3) To any "claim", "suit" or proceeding alleging earth movement or vibration regardless of whether or not any insured performed grading or other service related to the movement of earth or vibration.

Notwithstanding the broad scope of this exclusion, where a "suit" is based in whole or in part upon bodily injury or property damage that is excluded by this exclusion, we shall have the right, but not the obligation, to defend any insured in connection with the "claim" or "suit".

p. **School or Recreational Facility**
"Bodily injury" or "property damage" arising directly or indirectly out of "your work" or "your product" that is performed, provided, incorporated on or into, or connected in any way, with any school, any building(s) utilized as a school, playground, playground equipment, sports field, park, or recreational facility.

For purposes of this exclusion, the word "school" shall include all types and levels of schools, including, but not limited to daycare, pre-school, grade school, junior high, high school, college, and trade schools, trade classes, and/or seminars. For purposes of this exclusion, the word "recreational facility" shall include any facility or areas used for the purpose of fitness, playground, athletics, sports, spa, recreational activities, games, exercise, and/or related instruction.

q. **Deleterious Substances**
"Bodily injury" or "property damage" arising out of, resulting from, caused by, contributed to by, alleged to be, or in any way involving, in whole or in part, the discharge, dispersal, release, escape, disposal, existence, presence, handling, ingestion, inhalation, installation, sale, distribution, encapsulation, storage, transportation, use or removal of, or exposure to any "deleterious substance".

(1) For purposes of this exclusion, "deleterious substance" shall be defined to include but is not limited to:
(i) Mold. Mold means any permanent or transient fungus, mold, mildew or mycotoxin, or any of the spores, scents, or by-products resulting therefrom that exist, emanate from or move anywhere indoors or

outdoors, regardless of whether they are proved to cause disease, injury, or damage;

(ii) Chromated Copper Arsenate ("CCA") whether or not the CCA is in its pure form or combined with other products, chemical or materials, whether or not the CCA is alleged to have caused damage in any sequence or combination with, or contributed to by, any other causes or causes;

(iii) Lead, lead dust, lead particles, lead pipes, lead based paint, or any material containing lead;

(iv) Formaldehyde or urea formaldehyde or any material containing formaldehyde or urea formaldehyde or derivative or similar substance;

(v) Silica, silicates, sand, dust, or any material containing silica, silicates, or sand;

(vi) Asbestos or any material, product or substance containing asbestos;

(vii) Concrete, concrete dust, or concrete compounds, cement, cement dust, or cement compounds;

(viii) Sulfates, sulfides, acids or any similar acidic and/or alkaline chemical formulation or compound;

(ix) Electromagnetic radiation or electromagnetic pulse or electromagnetic waves or any other type of radiation from any source;

(x) Granite Countertop Radon Emissions;

(xi) Carbon monoxide poisoning or any similar compound in any form;

(xii) Epoxy, reactive prepolymers, polyepoxides, glues, sealants, or related compounds or substances including but not limited to elastomeric paints or coatings; and/or

(xiii) Any poisonous or toxic material, substance or pathogen, whether organic or inorganic, in any form, under any theory of liability whatsoever, whether or not listed above.

(xiv) Perfluoroalkyl or polyfluoroalkyl substances, including any chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to: Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products; Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts; Perfluoropolyethers (PFPE); Fluorotelomer-based substances; or Side-chain fluorinated polymers.

(2) This exclusion applies:

(i) Equally to any "bodily injury" or "property damage" arising out of exposure to any "deleterious substance", regardless of the name by which it is manufactured, sold, distributed or known;

(ii) Equally to any "bodily injury" or "property damage" involving air, land, structure, building, outdoors, indoors, confined or enclosed space, or the air within any of them, watercourse or "water", including surface and underground "water";

(iii) Regardless of whether any alleged defects or claimed negligence in design, construction or materials, or any other conduct or misconduct, may have or is claimed to have precipitated, caused in whole or in part, or acted jointly, concurrently or in any sequence with any "deleterious substance" in any form whatsoever in causing or contributing to "bodily injury" or "property damage".

(iv) Equally to any good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any "deleterious substances" described above.

(3) This exclusion also applies to exclude coverage for any loss, cost or expense arising out of any:

(i) Request, demand, order or 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 any "deleterious substances" in any form whatsoever; or

(ii) "Claim" or "suit" seeking, involving or arising from any testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of any "deleterious substances" in any form whatsoever.

(4) This exclusion applies regardless of whether coverage is also excluded under Section II Common Policy Exclusions, Paragraph (b) Pollution, or any other provision or exclusion of the policy.

(5) Notwithstanding the broad scope of this exclusion, where a "claim" or "suit" is based in whole or in part upon "bodily injury" or "property damage" that is excluded by this exclusion, we shall have the right, but not the obligation, to defend any insured in connection with the "claim" or "suit".

r. **Open Structure "Water" Damage**

Any "claim" for "bodily injury" or "property damage" to any building or structure or to any property within such building or structure that arises out of, results from, is caused by, contributed to, alleged to be, or in

any way involving, in whole or in part, "water", any liquid, rain, hail, sleet or snow entering such building or structure from any area of the structure where the exterior or interior waterproof protective covering has been removed for any reason, in whole or in part, regardless of the manner of removal, or has not been installed or has been installed incompletely or installed or secured inadequately or improperly. This exclusion applies even when a temporary covering has been utilized but failed, whether the installation of such temporary covering was, or was not, done properly.

s. **Heating Devices**
"Bodily injury" or "property damage" arising out of, resulting from, caused by, contributed to, alleged to be, or in any way involving , in whole or in part, to the use of any "fire or heating devices" by or on behalf of any insured. The term "fire or heating devices" includes but is not limited to a heat wand, welding equipment, open flame devices, torches, heaters, or any type of heat application, or any other equipment that generates heat or sparks in the normal course of its operation.

t. **Explosives**
"Bodily injury" or "property damage" arising out of, resulting from, caused by, contributed to, alleged to be, or in any way involving, in whole or in part, to the existence, handling, storage, transportation, sales, distribution, or use of "explosives" or explosive devices. For purposes of this exclusion, "explosives" shall mean benzene, benzol, dynamite, ether, fireworks, gasoline, Greek fire, gunpowder, naphtha, nitroglycerine, or other explosives, phosphorus, or petroleum or any of its products.

u. **Prior Work and Prior Products**
"Bodily injury" or "property damage" arising out of, resulting from, caused by, contributed to, alleged to be, or in any way involving, in whole or in part, to "your work" that was performed in whole or in part prior to the inception date of the policy set forth in the Declarations, even if your work on or in connection with the project or structure continues into the policy period of this policy. This exclusion applies if your work commenced in any way prior to the policy period in connection with any development or project involving multiple structures, even if your work is performed in phases or pursuant to a series of contracts related to one project or one development of multiple buildings, phases, or sub phases.
(1) This insurance does not apply to "bodily injury", "property damage", or "personal or advertising injury" that, in whole or in part, is caused directly or indirectly by, is based on, is attributable to, arises out of, results from, is aggravated by, is a consequence of, or in any manner is related to "your product" that is manufactured, assembled, sold, handled, installed or distributed by you or on your behalf, prior to the policy period.
(2) If the injury or "damages" claimed in any "claim", "suit", or proceeding are alleged to have resulted in whole or in part from "your work" or "your product" that was first performed or provided during the policy period of this policy, and in part during a subsequent policy issued to you by us, then subject to the provisions of this policy the only potentially applicable policy issued by us will be this policy, even if "your work" continued thereafter or "your product" was provided, in part following this policy.
(3) If "your work" was performed, or "your products" provided, in part during this policy and in part prior to this policy, any injuries or damages claimed or asserted to result therefrom shall be deemed to have taken place prior to the policy period of this policy.
(4) If this policy is a renewal of an immediately preceding policy or policies, then any injuries or damages claimed to arise from "your work" or "your product" performed or provided in part during this policy and during a preceding policy will be deemed for the purposes of coverage to have taken place entirely in the earliest policy period during which "your work" first commenced or is alleged to have first commenced, or "your product" was first provided or is alleged to have first been provided. No more than one policy issued by us will ever apply to any single "occurrence", offense, claim, suit, or legal proceeding.

v. **Wrap Up**
"Bodily injury" or "property damage" arising out of, resulting from, caused by, contributed to, or in any way involving, in whole or in part, to any work, service, ongoing operations or operations within the "products-completed operations hazard" insured in whole or in part under a consolidated (Wrap Up) insurance program. This exclusion applies whether or not any insured enrolled in the insurance program, whether such Wrap Up provides coverage for all or some of the claimed damages or injuries, remains in effect, regardless of whether the limits of such Wrap Up insurance are exhausted, impaired or otherwise insufficient, and whether or not the Wrap Up insurer is unwilling or unable to fund defense, settlement, or indemnity for any reason.

A consolidated (Wrap Up) insurance program as referred to herein includes any prime contractor, project manager, or owner controlled insurance policy (OCIP), contractor controlled insurance policy (CCIP), consolidated insurance program (CIP) or similar insurance policy or loss control program which insures some or all contractors and subcontractors involved in a project.

w. **Common Policy Exclusions**
"Bodily injury" or "property damage" excluded under Section II., Common Policy Exclusions.

x. **Past Work or Construction Projects**
Consistent with the Insuring Agreement and "Prior Work and Prior Products" exclusion (x), "property damage" included within the "products-completed operations hazard" which arises out of "your work" or "your product" that was performed on or in connection with, or was incorporated into or upon, any improvement to real property or any construction project, together with any associated common areas, before the inception date of this policy or, if this policy is a renewal policy, the inception date of the first policy of continuous coverage provided by us.

y. **Buildings and Structures Exceeding Three Stories**
Any "claim" or "suit" arising or alleged to arise from any "bodily injury" or "property damage" related to, resulting from, caused by, contributed to in whole or in part by, any work, development, construction, renovation, repair or reconstruction on, in, or in connection with any project, building, house, apartment, condominium, or any other structure that exceeds three stories in height. This exclusion applies to preclude coverage for work on projects, structures, and buildings higher than three stories as planned, regardless of the progress or scope of the work, and regardless of the cause of the injury or damage.

This limitation of three stories includes any project, building, house, apartment, condominium or other structure that has any section that exceeds three stories in height, including any towers or sections connected by a walkway, even though the majority of the building, house, apartment, condominium or other structure does not exceed three stories in height. For purposes of this exclusion, "story" shall be defined as not to exceed twelve (12) feet in height. Any underground parking facility or other underground part of the structure shall not be considered in determining the number of stories.

Notwithstanding the foregoing, this exclusion shall not apply to preclude coverage where "your work" in connection with any project, building, house, apartment, condominium or other structure was limited to interior work only, or included only exterior work performed below three stories.

This exclusion shall not impact or limit the application of any other exclusion, condition, or limitation of coverage under this policy.

z. **Water or Fire Damage Liability**
"Bodily injury" or "property damage" related to, resulting from, caused by, contributed to in whole or in part arising from any area or areas of any property, building, or structure, other than the specific single unit, room, or area of the property upon which the Named Insured performed the work that caused the injury or damage alleged, which arises from, results from, or is caused in whole or in part by fire or "water". With regard to any liability, "claims", "suits", injuries or "damages" arising in whole or in part from fire or "water", it is the intent of this exclusion to limit coverage under this policy to "bodily injury" that takes place within, and "property damage" to, the specific room, office, unit, or area of the structure or property that was the subject of the Named Insured's contracted work. There is no coverage under this policy for "property damage" to, or "bodily injury" arising from, any other part of any property, project, or structure, or any other unit or units, that is or are next to, adjacent, adjoining, neighboring, bordering, surrounding or connecting to the area upon which the Named Insured performed or was to perform the work that caused the injury or damage alleged.

This exclusion does not apply to "property damage" arising from fire or water to the area of the property (e.g., the room, office, unit, or area of a property or structure) wherein the Named Insured was performing its work at the time of the "occurrence" that caused the injury or damage alleged. This exception shall not impact or limit the application of exclusion "j", or the application of any other exclusion, condition, or limitation of coverage under this policy.

This exclusion does not apply to any single family free-standing home if the Named Insured's contracted work did not include work on any other home, structure, or property, and if the Named Insured's work was limited to the single family free-standing home only.

In addition to the foregoing, this exclusion does not apply if the Named Insured was a licensed plumbing contractor at the time that the work was performed, and the Named Insured's work was limited only to plumbing work.

aa. **Hospital, Medical or Care Facilities**
"Bodily injury", "property damage", or "personal and advertising injury" arising out of "your work" or "your product" where "your work" was performed at a permanent or temporary hospital, medical office, care facility, retirement home, group home, assisted living facility, pharmaceutical building or warehouse, medical supply building or warehouse, urgent care, surgery, long term care, immediate care, in-patient or out-patient facility, doctor office, dental office, veterinary facility, or any medical or healthcare facility, regardless of the type of medical practice, assistance, or care provided**.**

This exclusion applies to any insured, and notwithstanding any other provisions of this policy extends to exclude coverage for any insured with respect to any "claim" by a person or organization that claims to be an indemnitee of any insured pursuant to a written contract or otherwise.

ab. **Physical or Mental Disability or Impairment**
"Bodily injury" or "property damage" arising out of, resulting from, caused by, contributed to by, in whole or in part, any temporary or permanent physical or mental limitation or impairment of any insured, or any "employee" or contractor of any insured. This exclusion applies to any "occurrence", "claim" or "suit" arising in whole or in part from any alleged mental or physical medical condition or limitation of any insured or any "employee" or contractor of any insured (including material suppliers), including but not limited to vision impairment, hearing impairment, or seizures, whether known or unknown to any insured.

ac. **Overspray**
"Bodily injury" or "property damage" arising out of, resulting from, caused by, contributed to, alleged to be, or in any way involving, in whole or in part, to the overspray of any material or substance in the performance of or related to any insured's work.
This exclusion shall apply to any and all work performed by any insured, on the insured's behalf, or at the direction of any insured, that involves the use of a spraying mechanism for the application of any substance.

For purposes of this exclusion, the following definition shall apply:
"Overspray" includes, but is not limited to, any foreign substance such as, paint, enamel, or latex based paints, epoxies, chemical stains, cement stains, tar, polyurethane foam, pesticides/fertilizer materials, stucco, insulation, urethane roofing, etc. that are blown onto a surface directly, or indirectly caused by, the insured's use of a spraying mechanism or device or a weather related occurrence.

This exclusion shall apply whether or not the alleged "bodily injury" or "property damage" is caused in whole or in part by any spraying mechanism, wind, any other weather related factors, or other release of the sprayed substance into the air, atmosphere, or other surfaces or areas.

ad. **House/Structure Raising**
"Bodily injury" or "property damage" arising out of, resulting from, caused by, contributed to by, or in any way involving, in whole or in part to, the acts or omissions of any insured or on behalf of any insured, while engaged in the raising, leveling, and/or shoring of any house, building, or other structure, or any part of any structure, including but not limited to walls, roofs, trusses, or any other building components that are pre-assembled in whole or in part on or off-site.

ae. **Fall from Heights**
"Bodily injury" sustained by any person, whether working or not, arising out of, resulting from, caused by, or in any way involving, in whole or in part, a "fall from heights". For purposes of this exclusion, a "fall from heights" shall be defined as a fall or descent of any person from any elevation where there is any height differential between surfaces, whether involving a fall, trip, slip, push, throw, or jump of any person. This exclusion extends to the fall or descent of a person causing, contributing to, alleged to be, or in any way involving, in whole or in part, any claim for any "property damage" or "bodily injury" to any person, regardless of whether the fall or descent of the person was caused or contributed to, in or whole or in part, by any action, whether intentional, reckless, negligent, or otherwise.

af. **Independent Contractors/Subcontractors Sublimit**
In connection with any claim for "bodily injury" or "property damage" arising out of, resulting from, caused by, contributed to or in any way involving, in whole or in part, work or operations performed on any insured's behalf by a subcontractor (including a material supplier), and including any work performed by any insured to fix, repair, or correct work initially performed, or performed in whole or in part, by an independent contractor or subcontractor, coverage **shall be subject to a maximum per-occurrence limit of $50,000, including "claim expenses" for all insureds, as well as any applicable conditions precedent under this policy.**

ag. **Airports**
"Bodily injury" or "property damage" arising out of, resulting from, caused by, contributed to by, alleged to be, or in any way involving, in whole or in part, to work performed at any airport or facility operating as an airport.
For purposes of this exclusion, the term "airport" shall be defined as including, but not being limited to, any facility, building, structure, or surrounding area where any airplanes, helicopters, gliders, or any other aircraft or aircraft equipment (e.g., engines) is operated (including but not limited to testing, take-off or landing maneuvers), stored, repaired, built, or maintained, including the concourse, gates, terminal, and related areas.

ah. **Fire Suppression Systems**
Any "claim" or "suit" for "bodily injury" or "property damage" arising out of, resulting from, caused by, contributed to, alleged to be, or in any way involving, in whole or in part, the discharge, failure, or breakage of any fire suppression system (including fire

sprinklers) arising from the products, work, or operations performed or provided by any insured or on behalf any insured.

This exclusion does not apply if the Named Insured's work in connection with the property or project was limited only to fire suppression system-related work, and the "DESCRIPTION OF OPERATIONS/CLASSIFICATION" of the policy provides that the Named Insured's classification is or includes fire suppression and/or fire sprinkler work.

ai. **Collapse**
Any "claim" or "suit" for "bodily injury" or "property damage" arising out of, resulting from, caused by, contributed to, alleged to be, or in any way involving, in whole or in part, the collapse of a building or any part of a building, including but not limited to walls, ceilings, roofs, and/or floors.
For purposes of this exclusion, the term "collapse" shall be defined as an abrupt or sudden falling down or caving in of a building or any part of a building or structure with the result that the building or part of the building or structure cannot be used, utilized for its intended purpose, or occupied for its intended purpose.

aj. **Injury or Damage to Day Laborers**
Any "claim" or "suit" for "bodily injury" or "property damage" sustained by day laborers or other individuals who are not specifically identified on any insured's employment records and are not compensated as "employees" of any insured through a payroll/staffing or PEO service under contract with any insured.

ak. **Undisclosed Waterproofing Operations**
"Bodily Injury" or "property damage" arising out of, resulting from, caused by, contributed to by, alleged to be, or in any way involving, in whole or in part, to any and all undisclosed waterproofing operations performed by or on behalf of the Named Insured or any insured. For purposes of this exclusion, the term "undisclosed waterproofing operations" shall be defined as waterproofing work not identified in the application for insurance in obtaining this policy.

al. **Abandoned Work**
Any "claim" or "suit" for "bodily injury" or "property damage" arising out of, resulting from, caused by, contributed to, alleged to be, or in any way involving, in whole or in part, "your work" on any project that has been abandoned by any insured. A project shall be deemed abandoned by any insured hereunder when no work has been performed on a job site by any insured for more than fourteen (14) consecutive calendar days.

am. **Urethane or Spray Roofing**
Any "claim" or "suit" for "bodily injury" or "property damage" arising out of, resulting from, caused by, contributed to, or in any way involving, in whole or in part, the installation, inspection, or maintenance of a urethane or spray applied roofing system.

an. **Museums and Historic Buildings and Structures**
Any "claim" or "suit" for "bodily injury" or "property damage" arising out of, resulting from, caused by, contributed to, or in any way involving, in whole or in part, by work performed by an insured or on behalf of an insured at any historic building or museum.

For purposes of this exclusion, the following definitions shall apply:
1. "Historic Building" shall be defined as any building, structure, or property, collection of structures, and their associated sites, deemed of importance to the history, architecture, or culture of any area by any local, state, or federal government entity, including but not limited to homes and monuments.

2. "Museum" shall be defined as any building or structure, in which objects of historical, scientific, artistic, or cultural interest are stored or exhibited.

**COVERAGE B – PERSONAL AND ADVERTISING INJURY**

1. **Insuring Agreement**
   a. We will pay those sums that the insured becomes legally obligated to pay as "damages" because of "personal and advertising injury" resulting from an "occurrence" to which this insurance applies. We will have the right and duty to defend you, the Named Insured, against any "suit" seeking "damages" to which this insurance applies, and which is timely reported as provided hereunder. Except as otherwise provided in this policy, we have no duty to defend any other insured. Our duty to defend you is further limited as provided below and in the exclusions made part of this policy. We will have no duty to defend any Insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply or which is not timely reported to us. Notwithstanding the law pursuant to which this policy shall be construed, we may look to and consider extrinsic evidence outside of the allegations and/or facts pleaded by any claimant to determine whether we owe a duty to defend or indemnify against any "claim" or "suit". We may, at our discretion, investigate any "occurrence" and settle any "claim" or "suit" that may result. But:
      (1) The amount we will pay for "damages" is limited as described in Section IV - Limits of Liability;
      (2) Our right and duty to defend end when we have used up the applicable limit of insurance

in the payment of "damages", medical expenses, and/or "claim expenses" under Coverage A, B, and/or C

(3) It is expressly understood and agreed that "claim expenses" are included within and are not in addition to the Limits of Liability set forth in the Declarations; and

(4) We shall have no duty or obligation to defend any insured in connection with any "claim" or "suit" where any other insurer is obligated to defend the insured, and we shall have no duty to contribute to or participate in the defense provided by any other such insurer. We shall have the right but not the obligation to defend any insured in connection with any "claim" or "suit" under these circumstances and/or where the insured has any other insurance under which, but for the existence of this Policy, any other insurer is obligated to provide a defense; and

b. This insurance applies to "personal and advertising injury" only if:

(1) The "personal and advertising injury" is caused by an "occurrence" arising out of your business;

(2) The "personal and advertising injury" is caused by an "occurrence" that is committed, or first was committed, during the policy period. An "occurrence" shall be deemed to first takes place or begin on the date that the conduct, act or omission, process, condition or circumstance alleged to be the cause of the "personal and advertising injury" first began, first existed, was first committed, or was first set in motion, even though the "occurrence" causing such injury may be continuous or repeated;

(3) Prior to the policy period, no insured listed under Paragraph 1 of Section III–Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "occurrence" or resulting "personal and advertising injury" had taken place or was alleged to have taken place, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "occurrence" or resulting "personal and advertising injury" had or was alleged to have taken place, then any continuation, change or resumption of such 'occurrence" and any resulting "personal and advertising injury" during or after the policy period will be deemed to have been known in totality prior to the policy period; and

(4) All other insurance available to the insured has been exhausted, regardless of any other insurance condition or clause in such insurance and regardless of whether such other insurance is stated to be primary, excess or contingent, unless such other insurance specifically is written to apply in excess of this particular policy.

c. To the extent we pay any sums in connection with the defense or indemnity of any insured hereunder, we reserve the right to seek and obtain reimbursement for any sums paid in the connection with the defense and/or indemnity of non-covered "claims".

2. **Exclusions**

This insurance does not apply to:

a. **Knowing Violation of Rights of Another**

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

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

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

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

"Personal and advertising injury" arising out of oral or written publication of material whose first publication actually took place, or is alleged to have first taken place, in whole or in part, before the beginning of the "policy period".

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

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web-sites for others; or

(3) An Internet search, access, content or service provider.

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

e. **Electronic Chat Rooms, Bulletin Boards, or Social Media**

"Personal and advertising injury" arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises any control.

f. **Unauthorized Use of Another's Name or Product**
"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, internet or other advertising material, or any other similar alleged tactics purported or alleged to be designed to mislead another's potential customers.

g. **"Bodily Injury" and "Property Damage"**
"Bodily injury" or "property damage" regardless of the cause of it.

h. **Quality or Performance of Goods – Failure to Conform To Statements**
"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in any "advertisement".

i. **Wrong Description of Prices**
"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in any "advertisement".

j. **Infringement of Copyright, Patent, Trademark or Trade Secret**
"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

k. **Expected or Intended Injury or Damage**
"Personal and advertising injury" expected or intended from the standpoint of any insured.

l. **Common Policy Exclusions**
"Personal and advertising injury" excluded under Section II., Common Policy Exclusions.

## COVERAGE C – MEDICAL PAYMENTS

1. **Insuring Agreement**
   a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
      (1) On premises you own or rent;
      (2) On ways next to premises you own or rent; or
      (3) Because of your operations; provided that:
         (i) The accident takes place in the "coverage territory" and during the policy period;
         (ii) The expenses are incurred and reported to us within one year of the date of the accident; and
         (iii) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

   b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
      (1) First aid administered at the time of an accident;
      (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices, as determined by the treating medical provider; and
      (3) Necessary ambulance, hospital, professional nursing and funeral services, as determined by the treating medical or service provider.
      (4) Reasonable expenses shall be defined as those expenses determined by the treating medical or service provider to be necessary and of which expense is consistent with similar costs charged by the applicable local medical community.

2. **Exclusions**
   We will not pay expenses for "bodily injury":
   a. **Any Insured**
   To any insured, except "volunteer workers".

   b. **Hired Person**
   To a person hired to do work for or on behalf of any insured or a tenant of any insured. This includes any person hired by a contractor or subcontractor (including any material supplier) who is doing work for or on behalf of any insured.

   c. **Injury on Normally Occupied Premises**
   To a person injured on that part of premises you own or rent that the person normally occupies.

   d. **Workers Compensation and Similar Laws**
   To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

   e. **Athletic Activities**
   To a person injured while practicing, instructing, spectating, or in any way participating in physical exercises or games, sports, or athletic contests.

   f. **Products-Completed Operations Hazard**
   Included within the "products-completed operations hazard".

   g. **Coverage A and B Exclusions**
   For any "occurrence", "claim", "suit", or other matter for "bodily injury", "property damage", or "personal or advertising injury" for which

coverage is excluded under any other coverage part of this policy.

## II. COMMON POLICY EXCLUSIONS

The following exclusions apply equally to Coverage A and Coverage B:
This insurance does not apply to:

a. **Breach of Contract/Contractual Liability**
"Bodily injury", "property damage", or personal injury or advertising injury" arising, directly or indirectly, out of the actual or alleged breach of any contract or agreement or for which any insured is obligated to pay "damages" (including attorneys' fees and costs) by reason of the assumption of liability in a contract or agreement.
This exclusion does not apply to liability for "damages":
(1) That the insured would have in the absence of the contract or agreement; or
(2) Assumed in a contract or agreement that is an "insured contract", provided the "occurrence" and the "bodily injury" or "property damage" resulting therefrom take place subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and litigation expenses incurred by or for a party other than an insured, if otherwise covered under this policy, are deemed to be "damages" for "bodily injury" or "property damage" under this policy, provided that:
(i) Liability to such party for, or the cost of that party's defense, has also been assumed in the same "insured contract", and
(ii) such attorney fees and litigation expenses are for the defense of that party against a "claim" or "suit" in which "damages" to which this insurance applies are alleged.

b. **Employer's Liability**
Notwithstanding the provisions of Section V Commercial General Liability Conditions, Paragraph 7, Separation of Insureds:
(1) "Bodily Injury", "property damage", or "advertising injury" to any "employee" of any insured or the "employee" of any contractor or subcontractor working or providing materials or services directly or indirectly on any insured's behalf arising out of and in the course of:
(i) employment by the insured; or
(ii) performing duties related to the conduct of the insured's business or the business of any contractor or subcontractor working directly or indirectly on the insured's behalf.
(2) The spouse, child, parent or sibling of that "employee" as a consequence of Paragraph (1) above.
This exclusion applies:
(i) Whether the insured may be liable as an employer or in any other capacity; and
(ii) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

c. **Pollution**
(1) "Bodily injury", "property damage" or "personal and advertising injury" which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release, presence, discovery or escape of "pollutants" at any time.
This exclusion shall apply regardless of whether:
(i) the actual, alleged or threatened discharge, dispersal, seepage, migration, release, presence, discovery or escape of "pollutants" occurs outside, indoors, or within a structure, building, or confined or enclosed space;
(ii) the injury or damage is or is alleged to be sustained within a building and arises out of the release of gases, fumes, chemicals 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;
(iii) the injury or damage is or is alleged to be sustained within a building and arises out of smoke, fumes, vapors, dust, or soot produced, circulated, or originating from equipment that is used to heat, cool, ventilate, humidify or dehumidify the building or structure, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
(iv) the injury or damage is or is alleged to be 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; or
(v) the injury or damage is or is alleged to arise from materials or equipment 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.
(2) To any loss, cost or expense arising out of any:
(i) Request, demand, order or 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 any "pollutants" in any form whatsoever; and/or

(ii) Any "claim" or "suit" seeking, involving or arising from any testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of any "pollutants" in any form whatsoever.

This exclusion applies regardless of whether coverage is also excluded under Section I, Coverage A, Part 2 – Exclusions, Exclusion (r) Deleterious Substances, or any other provision of the policy.

d. **Residential Project/Structure Size Restriction Exclusion**
Any "claim" or "suit" for "bodily injury", "property damage", or "personal and advertising injury" arising out of, resulting from, caused by, contributed to by, alleged to be, or in any way involving, in whole or in part, any work or operations performed by you or any contractors, subcontractors, independent contractors (including material suppliers), or individuals (regardless of employment status) working directly or indirectly on your behalf in connection with any "residential project" where the total square footage of all residential structures contained on the property where the "residential project" is located equals or exceeds five thousand square feet (5,000 sq. ft.).

For purposes of this exclusion, "residential project" shall include any and all work performed on any structures or anywhere on the property in which the structures are located, including work on the site or lot of the residential dwelling.

In determining the application of this exclusion, calculation of the 5,000 square foot residential restriction shall be determined by totaling the combined square footage of all residential structures located on the property where the "residential project" is located, whether or not the subject of any insured's work, including but not limited to guest houses, and any other structure used as a residential dwelling.

e. **Commercial or Mixed Use Building/Project Size Restriction Exclusion**
Any "claim" or "suit" for "bodily injury", "property damage", or "personal and advertising injury" arising out of, resulting from, caused by, contributed to by, alleged to be, or in any way involving, in whole or in part, any work or operations performed by you or any contractors, subcontractors, independent contractors (including material suppliers), or individuals, regardless of employment status, working directly or indirectly on your behalf in connection with any roofing or framing work on, within, or involving any commercial or mixed-use project in which the total square footage of the structure on which you are performing work equals or exceeds twenty thousand square feet (20,000 sq. ft.).

In determining the application of this exclusion, calculation of the 20,000 square foot restriction shall be determined by totaling the combined square footage of the structures located on, within, or on the project or property in which the work or operations is being performed.

f. **Multi-Unit Structures**
"Bodily injury," "property damage" or "personal and advertising injury" arising out of, resulting from, caused by, contributed to by, or in any way involving work, development, construction, renovation or reconstruction on, or performed about the premises of:
(1) condominiums, townhouses, duplexes, timeshares, cooperative housing, or multifamily homes, or any homeowner's association projects or other multi-unit structures or complexes, other than apartments; or
(2) any building or location that has been converted at any time, or is planned to be converted, into a condominium, townhouse, duplex, cooperative housing, multifamily home, timeshare, or other multi-unit structure or complex, whether or not the insured knew of the planned or actual conversion at any time.

This Multi-Unit Structures exclusion does not apply where the construction or related work is limited to (a) interior, non-structural work performed on behalf of an individual unit owner of any condominium unit, townhouse, cooperative housing unit, or timeshare unit, in connection with such owned unit; or (b) interior, non-structural work performed on behalf of an owner of one detached single family home in connection with such home; or (c) non-structural work performed on behalf of a Home Owners Association (HOA) for work performed to the HOA's common areas only, but the foregoing exception does not apply to any work or services involving roofing, siding, stucco or plumbing.

As used in this exclusion, "structural" includes but is not limited to all work or services related to framing, concrete, foundations, roofing, soils preparation, grading, excavation, and compaction.

As used in this exclusion, "multifamily home" means more than one separate housing unit for residential inhabitants in a single residential structure or multiple residential structures in one complex, but does not include apartments.

g. **War or Terrorism**
"Bodily injury", "property damage" or "personal and advertising injury" arising out of, resulting from,

caused by, contributed to, or in any way involving, in whole or in part, to war, whether or not declared, and any act or condition incident to war or terrorism.

As used herein, "war" includes civil war, insurrection, act of terrorism, rebellion, usurped power, revolution, or any action taken by any governmental authority or military force, including in hindering or defending against any of these.

As used herein, "terrorism" means activities against persons, organizations or property of any nature:

(1) That involves the following or preparation for the following:
  (i) Use or threat of force or violence; or
  (ii) commission or threat of a dangerous act; or
  (iii) commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
(2) When:
  (i) the effect is to intimidate or coerce a government or a civilian population or any segment thereof, or to disrupt any segment of the economy; and/or
  (ii) it appears that the intent is to intimidate or coerce a government or a civilian population, or to further a philosophical, political, ideological, religious, social or economic objective or to express (or express opposition to) a philosophical, political, ideological, religious, social or economic objective.

h. **Employment Practices**
"Bodily injury", "property damage" or "personal and advertising injury" to a person(s) arising out of, resulting from, caused by, contributed to, or in any way involving, in whole or in part, to the insured's:
(1) refusal to employ that person;
(2) termination of that person's employment;
(3) employment-related practices, policies, procedures, acts or omissions, including, but not limited to demotion, promotion, evaluation, reassignment, discipline, defamation, libel, slander, harassment, humiliation, and/or discrimination of any kind; and/or
(4) any derivative claim asserted by a spouse, parent, sibling, or child of the person claiming injury or damages related to any employment-related acts, omissions, practices, policies, or procedures, including those listed above in this exclusion.

i. **Cross Suits**
Any "claim" or "suit" for "bodily injury", "property damage" or "personal and advertising injury" initiated, alleged, or caused to be brought about by any insured against any other insured under this policy.

j. **Material Misrepresentation**
Any "claim," "occurrence" or "suit" that would not otherwise be covered but for a misrepresentation in the application for insurance by the insured. This exclusion shall apply if the concealed, undisclosed, or misrepresented information would have had an effect on the terms, conditions, exclusions, endorsements, premium, overall risk, or issuance of the policy, had it been known to the company at the time the insured initially applied for this policy.

k. **Fraudulent, Intentional, or Criminal Acts**
"Bodily injury", "property damage" or "personal and advertising injury" arising out of, resulting from, caused by, contributed to, or in any way involving, in whole or in part, to any of the following:
(1) any dishonest, deliberately fraudulent, malicious, willful, intentional, or knowingly wrongful act or omission committed by or at the direction of any insured, whether or not the insured or anyone acting at the insured's direction expected or intended any resulting "bodily injury", "property damage", or "personal and advertising injury";
(2) a criminal act committed by or at the direction of any insured; or
(3) a fraudulent, intentional, or criminal act committed by any "employee" or "temporary worker" of any insured, or any general contractor(s), subcontractor(s), independent contractor(s), or their "employees" or "temporary workers", who are engaged in a cooperated effort with any insured.

l. **Unlicensed Contractors**
"Bodily injury", "property damage" or "personal and advertising injury arising out of, alleged to be, or in any way involving any act or omission of any insured, or any contractor or subcontractor (including material suppliers) working for or on behalf of any insured, who is required to be licensed by any local, state or federal licensing authority but is not in compliance with any such licensing requirement at the time of the act or omission (the "occurrence") that caused or resulted in the alleged damage or injury.

m. **Non-Compliance with Safety Regulations** "Bodily injury", "property damage" or "personal and advertising injury arising out of, alleged to be, or in any way involving any work of any insured, or any contractor or subcontractor (including material suppliers) working for or on behalf of any insured, that does not meet federal, state, or local laws, rules, regulations, or standards, including but not limited to standards promulgated by the Occupational Safety and Health Administration (OSHA), and any and all similar laws, rules regulations and standards. For the purpose of this exclusion, if the insured is cited and fined by OSHA or any similar regulatory agency for a violation of any federal, state, or local laws, rules,

regulations, or safety standards related to the "occurrence" giving rise to the purported damage or injury, the insured shall be deemed to have not met the applicable standard as set forth above.

n. **Prior Litigation**
"Bodily injury", "property damage" or "personal and advertising injury" alleged in, based upon, arising out of, or in any way related to any "occurrence", demand, "claim", "suit", or other proceeding against any insured which was asserted, pending, submitted, or under adjustment by any other insurance carrier, whether a suit was filed or not, or otherwise existed prior to the inception date specified in the Declarations, or the same or substantially the same facts, circumstances or allegations which are the subject of or the basis for such prior demand, "claim", complaint, "suit", or other proceeding. This exclusion applies whether or not you were a party to the "claim", "suit", or other proceeding at the time it was first asserted, pending, submitted, under adjustment by any other insurance carrier, or filed.

o. **Prior Knowledge**
"Bodily injury", "property damage" or "personal and advertising injury" arising out of, or in any way involving any facts, incidents or circumstances of which the insured had knowledge prior to the inception date of this policyor which a reasonably prudent insured could expect and which might reasonably be expected to result in a "claim" or "suit" being made against the insured.

p. **Ongoing Operations**
"Bodily injury", "property damage" or "personal and advertising injury" arising out of or in anyinvolving:
(1) Your work, your product, or your other operations commencing before the inception date of this policy;
(2) your work, your product, or your other operations that take place after the policy period.

The exclusion shall be applicable regardless of and in addition to the application of any other coverage limitation, condition or exclusion in this policy, including but not limited to the Insuring Agreement, Prior Work and Prior Products exclusion, and the Past Work Or Construction Projects exclusion.

q. **Unsolicited Communications**
"Bodily injury", "property damage" or "personal and advertising injury" arising out of any form of communication, including but not limited to facsimile, electronic mail, posted mail or telephone, in which the recipient has not specifically requested the communication. This exclusion also applies to communications which are made or allegedly made in violation of the:
(1) 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 Transactions Act (FACTA); or
(4) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, which prohibits or limits the sending, transmitting, communicating or distribution of material or information.

r. **Punitive Damages, Fines or Penalties**
"Claims" or liability for or arising from exemplary or punitive "damages", fines or penalties based upon, arising out of, or imposed by or under any law, statute, or ordinance of any federal, state or municipal government agency or any other types of fines, penalties, punitive "damage"s, exemplary "damages", treble "damages", or the multiplication of compensatory "damage"s, of any nature.

s. **Attorney, Expert, and Vendor Fees and Costs of Others**
Any "claim", "suit", demand, request, or award against any insured, for any attorney fees and costs, expert fees and costs, related vendor fees and costs, sanctions or any other cost or expense incurred by any other party to any "claim" or "suit", including any insured under this policy. This exclusion applies regardless of whether any of the expenses or costs described above are/were awarded in a suit as damages or costs.

t. **Classification Limitation Exclusion**
Bodily injury", "property damage", or "personal and advertising injury", arising out of, resulting from, caused by, contributed to by, alleged to be, or in any way involving, in whole or in part, any work or operations of any insured not expressly specified in the application for insurance on file with the company and described under "DESCRIPTION OF OPERATIONS/ CLASSIFICATION" section of the Declarations of this policy, and for which a premium has been paid. This exclusion applies regardless of whether coverage would have been provided had the operations been specified in the application for insurance on file with the company.

u. **Social and Entertainment Activities and Events**
"Bodily injury", "property damage" or "personal and advertising injury caused by, arising out of, or resulting from, the planning, operation, conducting of, participation in, or attendance at, any type of entertainment event, social activity, party, gathering, or other social event, whether or not said activity,

entertainment, or event is hosted by the Named Insured or any insured, and regardless of the location of any such event, entertainment, or activity.

v. **Force Majeure or Acts of God**
"Bodily injury", "property damage" or "personal and advertising injury arising out of, resulting from, caused by, contributed to, or in any way involving, in whole or in part, from any naturally occurring event, including, but not limited to the following:
(1) Weather related events, such as hurricanes, tornados, tropical storms, severe winds, hail, lightning, and floods;
(2) Earth movement events that are not man-made, , seismic activity, volcanic activity, and tidal waves.

w. **Communicable Disease**
"Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual or alleged exposure to, transmission of, or contraction of any communicable disease.
This exclusion applies even if the "claims" against any insured allege negligence or other wrongdoing in the:
(1) testing or failing to test for any communicable disease;
(2) Failure to prevent the spread of the disease;
(3) Failure to report the disease to authorities; or
(4) Supervising, hiring, employing, training, or monitoring of others who:
(a) May be infected with any communicable disease;
(b) May spread any communicable disease; or
(c) Are alleged to have engaged in any wrongdoing set forth in Paragraphs (1) through (3) above

x. **Abuse, Molestation, or Exploitation**
Any liability, "claim", "suit", "damages", or injury of any type, including but not limited to, "bodily injury", "property damage", and "personal and advertising injury", arising out of or in any way involving abuse, molestation, or exploitation in any form, whether threatened or actual, including but not limited to physical or sexual abuse, molestation, or exploitation.

This exclusion applies to all "claims", "suits", and causes of action, even if the "claim", "suit", or cause of action against the insured alleges:
(1) Negligence or other wrongdoing in the employment, investigation, supervision, training, or retention of any person;
(2) Improper reporting to the proper authorities or failure to so report;
(3) "Assault" or "battery";
(4) Intentional or negligent infliction of emotional distress, pain, or suffering;
(5) Defamation, libel, or slander;
(6) Professional malpractice or negligence of any kind;
(7) Corporal punishment; or
(8) Violations of any statute or ordinance.

However, if this policy includes an endorsement specifically adding an insuring agreement for abuse, molestation, or exploitation, this exclusion does not apply solely with respect to coverage for "bodily injury", "property damage", or "personal and advertising injury" provided by such abuse, molestation, or exploitation coverage endorsement.

y. **Assault and Battery**
"Bodily injury", "property damage" or "personal and advertising injury" arising out of, resulting from, caused by, contributed to, alleged to be, or in any way involving, in whole or in part, an "assault" and/or "battery". No coverage is provided if the underlying operative facts constitute an "assault" and/or "battery" irrespective of whether the "claim" also alleges negligent hiring, employment, training, instruction, supervision, retention, maintenance, security or any other negligent action(s), error(s) or omission(s) against any insured.

This exclusion shall apply whether or not any such "assault" and/or "battery" is alleged to be intentional, willful, reckless, negligent, in self-defense, or on any other basis.

z. **Liquor Liability**
"Bodily injury", "property damage" or "personal or advertising injury" for which any insured may be held liable by reason of:
(1) Causing or contributing to the intoxication of any person;
(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 to any claim or suit that includes allegations, in whole or in part, of any insured's potential liquor liability.

aa. **State Specific Operations**
The insurance coverage provided in this policy applies only to those operations in those states specifically identified by the insured in the application for insurance on file with the company and described under the "States in which you do business for which you are applying for insurance". This exclusion applies regardless of whether coverage would have been provided had the state been specified in the application for insurance on file with the Company.

ab. **Personal Information and Electronic Data**
"Bodily injury", "property damage" or "personal and advertising injury" arising out of, resulting from, caused by, contributed to by, alleged to be, or in any way involving, in whole or in part, "damages" arising out of:

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

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

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.

ac. **Animals**
"Bodily injury", "personal and advertising injury", or "property damage" arising out of, resulting from, caused by, contributed to, alleged to be, or in any way involving, the direct or indirect physical contact with any animal, or actions of any animal. For purposes of this exclusion, animal includes all animals in the animal kingdom, including but not limited to, mammals, reptiles, fish, amphibians, and arthropods, such as insects and arachnids. This exclusion applies regardless of the ownership status of the animal.

ad. **House of Worship**
Any "claim" or "suit" for "bodily injury" or "property damage" or "personal and advertising injury", arising out of, resulting from, caused by, contributed to, alleged to be, or in any way involving, in whole or in part, any work performed by, or product provided by, any insured or on behalf of any insured at any "house of worship" or prayer.

For purposes of this exclusion, "house of worship" shall be defined as any building, structure, facility, or collection of structures, their associated sites and the property or properties on which the structure or structures exist or are used in whole or in part for the purpose of religious congregation or other such gathering, including but not limited to a church, synagogue, cathedral, mosque, shrine, temple, tabernacle, abbey, chapel, parish, mission, convent, ministry, monastery, or other such place of worship.

ae. **Underground Utility Location**
Any "claim" or "suit" for "bodily injury", "personal and advertising injury", or "property damage" arising out of, resulting from, caused by, contributed to, alleged to be, or in any way involving, in whole or in part, from any work or operations performed by you or on your behalf, at, on, or near underground utilities, if the following conditions are not met:

(1) Prior to commencing any digging, excavation, boring or similar underground work, a professional third-party local locator service has come to the job site and marked all underground lines, pipes, cables, and underground "utilities" in and around all areas upon which you intend to perform work. The insured must obtain a written response from the locator service;
(2) All "utility" lines are actually disconnected or turned off (rendering the lines inoperable) prior to commencement of the work or operations and remain disconnected or turned off until completion of "your work" or operations.

For purposes of this exclusion, the term "utility" shall include, but not be limited to, sewer, gas, water, telephone, fiber optic, data, and electric lines.

af. **Tract Home Project**
Any "claim" or "suit" for "bodily injury", "property damage", or "personal and advertising injury", arising out of, resulting from, caused by, contributed to by, alleged to be, or in any way involving, in whole or in part, any work or operations performed by you or any contractors, subcontractors, independent contractors (including material suppliers), or individuals regardless of employment status, working directly or indirectly on your behalf in connection with any "tract housing" project or development.

For purposes of this exclusion, "tract housing" means any housing project or development that includes construction of twenty-five (25) or more homes, whether attached or detached, in any or all phases of the project or development, regardless of the number of developers or builders.

This exclusion does not apply if the work or operations occurs after the "tract housing" project or development has been completed, certified for occupancy and occupied, and the work or operations is performed for the individual homeowner under a written contract between the homeowner and the insured executed prior to the commencement of the work or operations. All such conditions referenced in this section must have occurred for this section to apply.

ag. **Mental Injury**
Any "claim" for, or "occurrence" or "suit" arising out of, emotional distress, mental anguish, humiliation, mental distress, mental injury, mental suffering, worry, annoyance, anxiety, inconvenience, depression, dissatisfaction, or shock to the nervous system or any physical manifestation of any of the foregoing, or any similar injury. This exclusion extends to any "claims" for "bodily injury", "property damage", or other "damages" claimed to arise from or relate to emotional or mental "damages" or injury in whole or in part.

ah. **Roofing Operations**
"Bodily injury", "property damage" or "personal and advertising injury" caused by, arising out of, or resulting from, in whole or in part, any roofing operations performed by or on behalf of any insured. As used in this exclusion, "roofing operations" includes all work and services performed on or in connection with any roof or covering of any structure or structures, and/or products provided in connection with any roof or covering of any structure.

## III. WHO IS AN INSURED

1. **If you are designated in the Declarations as:**
   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

   c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

   d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

   e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:
   a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
      (1) "Bodily injury" or "personal and advertising injury":
         (i) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), 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 that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(i) 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 (1)(i) or (ii) above; or
         (iv) Arising out of any providing or failing to provide professional health care services.
      (2) "Property damage" to property:
         (i) Owned, occupied or used by you,
         (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).

   b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

   c. Any person or organization having proper temporary custody of your property if you die, but only:
      (1) With respect to liability arising out of the maintenance or use of that property; and
      (2) Until your legal representative has been appointed.

   d. Your legal representative if you die, but only with respect to his/her duties as such.

3. Any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority interest, will quality as a Named Insured if there is no other similar insurance available to that organization. However:
   a. Coverage under this provision is afforded only until the 90th calendar day after you acquire or form the organization or the end of the policy period, whichever is earlier;

   b. Coverage A does not apply to "bodily injury" or "property damage" that arises from an "occurrence" (or any "bodily injury" or "property damage" resulting from such an "occurrence") that took place or commenced, in whole or in part, before you acquired or formed the organization; and

   c. Coverage B does not apply to "personal and advertising injury" arising out of an "occurrence" committed or alleged to have taken place in whole or in part 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. LIMITS OF LIABILITY

1. The Limits of Liability shown in the Declarations and as set forth below fix the most we will pay under this policy regardless of the number of insureds, "occurrences", "claims" made, or "suits" brought, or persons or organizations making claims or bringing "suits".
   a. The General Aggregate Limit is the most we will pay for the sum of all:
      (1) "Damages" and "claim expenses" under Coverage A;
      (2) "damages" and "claim expenses" under Coverage B; and
      (3) medical expenses under Coverage C.

   b. Notwithstanding the foregoing General Aggregate Limits, the Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for the sum of all "damages" and "claim expenses" because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

   c. Subject to Paragraph 1a., above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all "damages" and "claim expenses" because of all "personal and advertising injury" sustained by any one person or organization.

   d. Subject to Paragraphs 1a. or 1b. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of all:
      (1) "damages" under Coverages A and B;
      (2) medical expenses under Coverage C because of all "bodily injury" or "property damage" arising out of any one "occurrence"; and
      (3) "claim expenses" because of all "bodily injury", "property damage" and "personal or advertising injury" arising out of any one "occurrence".

   e. Subject to Paragraph 1d. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

   f. Subject to paragraph 1d., above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

   g. The coverage provided by this policy, all coverage parts, is subject to the **$50,000.00 Independent Contractors/Subcontractors Sublimit (including "claim expense", as provided in Exclusion "ak" of SECTION I),** any sublimits reflected in the Declarations Pages of this policy, and any sublimits as provide by any endorsements made part of this policy.

   h. The Limits of Liability may also be reduced or exhausted if the Per Project Aggregate Limit identified in the Declarations or in any endorsement to this policy has been exhausted, or reduced beyond the amount specified in the Limits of Liability set forth in connection with Coverages A, B or C.

2. **Condition Precedent Self-Insured Retention**
   a. The total limit of liability of the Company as stated in the policy declarations shall apply in excess of the applicable Self-Insured Retention reflected in the Declarations or made part of this policy by Endorsement. The limits of insurance applicable to such coverages will not be reduced by the amount of such Self-Insured Retention.

   b. The Company's obligations under this policy to any insured, including defense and indemnity, apply only to the amount in excess of the Self-Insured Retention, and satisfaction of the Self-Insured is a condition precedent to any of our

obligations under this policy to any insured. A separate condition precedent Self-Insured Retention applies to each individual or organization that qualifies as an insured under this policy.

c. The Self-Insured Retention shall remain applicable even if the Named Insured files for bankruptcy, discontinues business or otherwise becomes unable to or unwilling to pay the Self-Insured Retention. The Named Insured's bankruptcy, insolvency, or inability to pay the Self-Insured Retention shall not increase our obligations or liability under this policy. The risk of insolvency is retained by the Named Insured and is not transferrable to us.

d. The Self-Insured Retention may be satisfied only by payments actually made by the insured seeking coverage under this policy, and only by payments made following written notice to us by such insured of the underlying "occurrence", "claim" or "suit". Such insured must satisfy or pay the full amount of the applicable Self-Insured Retention directly, without reimbursement or contribution from any other source, including but not limited to, subcontractors, other insureds, other insurers, additional insureds or their carriers, reinsurers or any other persons or entities. Sums paid by any others on the Named Insured's behalf, or on behalf of any other insured seeking coverage under this policy, do not apply to reduce or satisfy the applicable Self-Insured Retention under this policy. Compliance with this provision is a condition precedent for coverage (defense and/or indemnity) under the policy. In the event the insured does not comply with this provision, no "claim expenses" or "defense costs", "damages", loss, cost or expense will be payable by us.

e. Satisfaction of the Self-Insured Retention is a Condition Precedent to any coverage under this policy for any insured. As a condition precedent to the Company's obligations to provide indemnity, coverage or defense hereunder to any insured, that insured shall first have the obligation and duty, upon receipt of notice of any incident, "claim", offense or "occurrence" that may give rise to a "suit", to provide at its own expense proper investigation and defense of any claim. Additionally, the insured will exercise utmost good faith, diligence and prudence to accept any reasonable offer of settlement within the Self-Insured Retention. No insured may settle any claim or "suit" which exceeds the applicable Self-Insured Retention amount without our prior written consent.

f. The insured's obligation to provide for its own defense and investigation is terminated upon the exhaustion of the Self- Insured Retention as described above. The insured is required and shall provide written evidence of its own payments of amounts within the Self-Insured Retention, and will keep the Company notified of the amounts incurred by the insured and the status of the satisfaction of the Self-Insured Retention. Only fees and costs paid by the subject insured following tender of the "claim" or "suit" to us, and for which the evidence and notice of payments has been timely provided to us, shall apply to satisfy the Self-Insured Retention.

g. Alternatively, at our sole election, upon our request the insured shall pay over and deposit with us the Self-Insured Retention amount as specified, to be applied by us as payment toward any damages, "claim expenses" or expenses incurred by us in the handling or settlement of any "claim", "occurrence" or "suit". If we make such an election, we shall have the right to negotiate a reasonable settlement which is more than, equal to, or less than the Self-Insured Retention amount (and will return the balance to you, if any, of any unused Self-Insured Retention). Payment of the Self- Insured Retention is due immediately upon receipt of our request.

h. The applicable Self-Insured Retention applies whether or not there is any available other insurance. In no event will amounts received through such other insurance for the payment of "Defense costs" reduce the Self-Insured Retention.

i. In the event of a "suit" we shall have the right to select defense counsel, even if the amount claimed in the suit is unspecified or less than the applicable Self-Insured Retention amount. If the Named Insured selects its own counsel, then such fees will not apply towards the Self-Insured Retention amount unless the counsel and rates are approved by us in advance.

j. The applicable Self-Insured Retention amount reflected in the Declarations or made part of this policy by Endorsement applies as follows.

(1) **Per Occurrence Basis**:
If the Self-Insured Retention is on a "per occurrence" basis, the Self-Insured Retention amount applies "per occurrence" to all "damages", "claim expense", "defense costs" and any other SUPPLEMENTARY PAYMENTS – COVERAGES A AND B, paid in connection with any "bodily injury", "property damage" or personal and advertising injury" as provided in the policy

terms, regardless of how many claimants, "claims", or parties may be involved in any "claim" or "suit".

(2) **Per Claim Basis**:
If the Self-Insured Retention is on a "per claim" basis, the Self-Insured Retention amount applies separately to the damages, "claim expense", "defense costs" and any other SUPPLEMENTARY PAYMENTS – COVERAGES A AND B, made in connection any "bodily injury", "property damage" or personal and advertising injury" sustained by or claimed by any one person or organization, regardless of how many persons, organizations, or projects may be included in any "suit". The Self-Insured Retention applies per-claimant (person or organization), or per-structure implicated in any "suit", whichever is greater.

## V. COMMERCIAL GENERAL LIABILITY CONDITIONS

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

2. **Duties in the Event of Occurrence, Claim, or Suit**
   a. You must see to it that we are notified of an "occurrence" or an offense or event which may result in a "claim" as soon as practicable but in no event later than thirty (30) calendar days after any insured first becomes aware of such "occurrence", offense, or event. To the extent possible, notice should include:
      (1) How, when and where the "occurrence", offence, or event took place;
      (2) the names and addresses of any injured persons and witnesses; and
      (3) the nature and location of any injury or damage arising out of the "occurrence", offense, or event.

   b. If a "claim" is made or "suit" is brought against any insured, you must:
      (1) immediately record the specifics of the "claim" or "suit" and the date received; and
      (2) notify us as soon as practicable but in no event later than thirty (30) calendar days after your first knowledge of such "claim" or "suit".

   c. You and any other involved insured must:
      (1) immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
      (2) authorize us to obtain records and other information;
      (3) cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
      (4) assist us, upon our request, in the enforcement of any right against any person or organization, including any other insurance carrier, surety, or bonding company, which may be liable to the insured because of injury or damage to which this insurance may also apply.

   d. Irrespective of reasons, excuses, justification, or prejudice to us:
      (1) We will not be liable for any cost, payment, expense (including legal expense) or obligation assumed or incurred by an insured or anyone acting for or on behalf of an insured, without our express consent, other than first aid; and
      (2) We will have no liability for any default judgment entered against any insured, nor for any judgment or settlement or determination of liability rendered or entered before notice to us giving us a reasonable time in which to protect our and the insured's interests.

   e. Notice given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, to any agent of ours, with particulars sufficient to identify the Named Insured, shall be considered to be notice to us.

3. **Legal Action Against Us**
No person or organization has a right under this policy:
   a. to join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or

   b. to sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for "damages" that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

4. **Other Insurance**
   a. This insurance shall be in excess of any other valid and collectible insurance available to the insured whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written specifically to apply in excess of this particular policy. This insurance will apply only after all

other insurance available to the insured has been exhausted regardless of any other insurance clause or condition of such insurance.

b. This insurance is excess over any other primary insurance available to you covering liability for damages arising out of the premises or operations or the "products-completed operations hazard" for which you have been added as an additional insured by attachment or endorsement.

c. Pursuant to the Insuring Agreement, we have no duty to defend any insured other than the Named Insured. However, we will have no duty under Coverages A or B to defend the Named Insured against any "suit" if any other insurer has a duty to defend the Named Insured insured against that "suit". This Policy affords a defense to an insured only when no other insurance for the insured provides a defense. If no other insurer defends, we will undertake the defense, subject to the provisions of this policy, but will be entitled to the insured's rights against all other implicated insurers.

d. When this insurance is excess, we will have no duty to defend the insured against in connection with any "occurrence", "claim", or "suit".

5. **Premium Audit**

a. We will compute all premiums for this policy in accordance with our rules and rates.

b. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such time as we may request.

d. If any "Named Insured" refuses to allow us access to its records sufficiently to conduct such audit, then we shall have the option to pursue either one of the following:

(1) To initiate all available legal and/or equitable remedies available in a court of proper jurisdiction to enforce and accomplish the subject audit, which recovery shall include all reasonably incurred audit fees, attorneys' fees, and related costs incurred in connection therewith; or

(2) To invoice the first "Named Insured" for any additional premium equal to the greater of fifty percent (50%) of the original minimum and deposit premium shown on the Declarations page of this policy or nine thousand dollars ($9,000) for each "Named Insured", whichever is greater.

e. Additional premiums invoiced under Subparagraph d(2) above, are due and payable on such invoicing to the first "Named Insured". Interest at the maximum rate allowed by the first "Named Insured's" state laws, or if no such laws then ten percent (10%) interest, shall accrue thirty calendar days after such invoicing on all amounts due from the first "Named Insured" under Subparagraph 5d. above. The first "Named Insured" shall pay upon demand, all additional premiums invoiced and due, as well as all reasonable attorneys' fees, collection costs, and court costs required by us to enforce our rights and remedies under this Paragraph 5.

If any additional premium is not paid promptly, the policy may be canceled at our discretion. If the total earned premium for the policy period is less than the advance premium, then the advance premium is the minimum premium and not subject to further adjustment.

f. Any single waiver by us of auditing the subject policy, including but not limited to waiving the audit upon a return premium, shall not act as a continuing or permanent waiver, and we shall still have the right to audit at any time, for a three (3) year time period following the termination or expiration date of this policy.

6. **Representations**

By accepting this policy, you agree:

a. The statements in the application are your representations, that they shall be deemed material and that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between you and the Company, or any of its agents, relating to this insurance.

b. The application made to us for insurance, including all statements and representations contained therein, is incorporated herein and made part of the policy.

c. If, prior to the inception date, any insured has knowledge of any fact, circumstance or situation reasonably indicating the probability of a claim or action for which coverage may be afforded by this insurance, any "claim" or "suit" subsequently emanating there from shall be excluded from coverage under this policy.

7. **Separation of Insureds**
Except with respect to the Limits of Liability, application of separate applicable Self-Insured Retention(s), and any rights or duties specifically assigned to the first Named Insured, this insurance applies:
   a. as if each Named Insured were the only Named Insured; and

   b. separately to each insured against whom "claim" is made or "suit" is brought.

8. **Transfer of Rights of Recovery Against Others to Us**
If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. 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. **Changes**
This policy's terms shall not be waived or changed except by written endorsement issued by us and made a part of this policy. This policy constitutes the entire agreement between the insured and us, including any of our agents relating to this insurance. Notwithstanding this condition, a Named Insured may at any time buy back certain of the exclusions and/or endorsements contained in this policy. A list of the exclusions and endorsements that a named insured may buy back is available upon request.

10. **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 (3) years thereafter.

11. **Inspections and Surveys**
   a. We have the right to:
      (1) Make inspections and surveys at any time;
      (2) Give you reports on the conditions we find; and
      (3) Recommend changes.

   b. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public, and we do not warrant that conditions:
      (1) Are safe or healthful; or
      (2) Comply with laws, regulations, codes or standards.

   Paragraphs a. and b. of this Condition apply not only to us, but also to any rating, advisory, rate service or similar organization that makes insurance inspections, surveys, reports or recommendations.

   Paragraph b. of this Condition does not apply to any inspections surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

12. **Premiums**
The first Named Insured shown in the Declarations:
   a. is responsible for the payment of all premiums; and

   b. will be the payee for any return premiums we pay.

13. **Assistance and Cooperation of the Insured**
The insured shall cooperate with the Company and, upon the Company's request, shall submit to examination(s) and interrogation by a representative of the Company under oath if requested, as frequently as may reasonably be required, outside the presence of any other insured, and shall sign the transcript of any of such examination(s) or interrogation, and shall attend hearings, depositions and trials, and shall assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses, and in the conduct of "suits", as well as in the giving of a written statement or statements to the Company's representatives and meeting with such representatives for the purpose of investigation and/or defense, all without charge to the Company. The insured shall further cooperate with the Company and do whatever is necessary to secure and effect any rights of indemnity, contribution, or apportionment, which the insured or we may have. The insured shall promptly provide to us all documents, materials, and information reasonably requested by us in connection with any of the foregoing, and in connection with any prior losses, business activities, profits, liabilities, assets, claims, demands, suits, and related matters.

14. **Selection of Counsel**
When we have the duty to defend any "suit" against the insured, we expressly retain the right to select defense counsel even if we reserve our rights concerning the applicability of coverage under this policy. In the event that we agree to the retention of defense counsel of the insured's choosing, our obligation to pay for such defense shall be limited to "reasonable fees" and reasonable expenses. For purposes of this provision, "reasonable fees" means fees calculated at the rate we would pay counsel selected by us.

It is a condition of this provision that any counsel selected by the insured must meet the following minimum qualifications:

a. Five years of civil litigation practice;

b. Admission to the relevant state or federal bars;

c. Pertinent trial experience;

d. Specific experience in the subject area of the lawsuit; and

e. Reasonable levels of available errors and omissions coverage.

15. **Service of Suit**
The Company hereby designates the Superintendent, Commissioner, Director of Insurance, or other official specified for that purpose under the laws of the state or commonwealth wherein the policy is issued, as its true and lawful attorney upon whom may be served any lawful process in any action, "suit" or proceeding instituted by or on behalf of the Named Insured or any beneficiary hereunder arising out of this contract of insurance, and such Superintendent, Commissioner, Director of Insurance, or other official specified for that purpose under the laws of the state or commonwealth wherein the policy is issued, is hereby authorized and directed to accept service of process on our behalf in any such "claim" or "suit".

16. **Headings**
The headings sub-headings and titles of this policy are for descriptive and reference purposes only and are not to be deemed in any way to limit, modify or affect the terms and conditions of this policy.

17. **Assignment of Interest**
This policy and any and all rights hereunder are not assignable without our express written consent.

18. **Anti-Stacking**
The Limits of Liability set forth in the Declarations are the most that the Company will pay for any and all "occurrences", "claim(s)" and/or "suits" to which this insurance applies, regardless of the number of insureds involved, occurrences, claims made, or policy(ies) issued to any insured(s) by us or any of our affiliated companies. If a "claim" or "suit" involves more than one "occurrence", or Coverage Part hereunder, we will pay no more than the highest applicable Limit of Liability less than one Coverage Part applicable to one "occurrence". In the event that we issue more than one policy to you or any insured hereunder, the only policy that will apply is the policy in effect on the date on which the "occurrence" causing the "bodily injury" or "property damage" alleged commences or first takes place, or the date on which the "occurrence" or offense alleged is committed (or is alleged to have first been committed) that causes the "personal or advertising injury", whichever is earlier.

Consistent with the Prior Work and Prior Products exclusion (x):

a. If the injury or "damages" claimed in any "claim", "suit" or proceeding are alleged to have resulted in whole or in part from "your work" or "your product" that was first performed or provided during the "policy period" of this policy, then subject to the provisions of this policy the only potentially applicable policy issued by us will be this policy, even if "your work" continued thereafter or "your product" was provided, in part following this policy.

b. If "your work" was performed, or "your products" provided, in part during this policy and in part prior to this policy, any injuries or damages claimed or asserted to result therefrom shall be deemed to have taken place prior to the policy period of this policy.

c. If this policy is a renewal of an immediately preceding policy or policies, then any injuries or damages claimed to arise from "your work" or "your product" performed or provided in part during this policy and during a preceding policy will be deemed for the purposes of coverage to have taken place entirely in the earliest policy period during which "your work" first commenced or is alleged to have first commenced, or "your product" was first provided or is alleged to have first been provided. No more than one policy issued by us will ever apply to any single "occurrence", offense, "claim", "suit", or legal proceeding.

19. **Right of Reimbursement of Defense Costs and Indemnity Payments**
We have the right of reimbursement of all "defense costs" we incur in defending any insured and any indemnity payments we make in connection with a "suit" or in connection with any "claim(s)" for which there is no coverage under this policy, regardless of whether the "claim(s)" or "suit" included allegations or damages that may have been potentially covered at the time of tender to us or not. This right of reimbursement extends to all "defense costs" paid by us for defense of causes of action and/or "damages" for which there is no coverage under this policy, and any related indemnity payments. Our right of reimbursement of such sums shall include prejudgment interest incurred by us from the date the payment(s) were made by us.

20. **Cancellation**
a. The first Named Insured shown in the Declarations may cancel this policy by mailing or

delivering to us advance written notice of cancellation.

b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   (1) Ten (10) calendar days before the effective date of cancellation if we cancel for non-payment of premium; or
   (2) Thirty (30) calendar days before the effective date of cancellation if we cancel for any other reason.

c. We will mail or deliver our notice to the first Named Insured's address shown in the declarations.

d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

e. If this policy is cancelled, we will send the first Named Insured any premium refund due as follows:
   (1) if we cancel, the refund will be pro rata; or
   (2) if the first Named Insured cancels, the refund may be less than pro rata and will be computed by the Company's customary short-rate procedure.

f. The cancellation will be effective even if we have not made or offered a refund. Notwithstanding the foregoing, if we have elected to audit the policy rate basis under the provisions of Section V (including paragraphs 10 and 11 respecting examination of your books and records), the first Named Insured agrees to pay the higher of:
   (1) the earned premium as computed by such audit; or
   (2) the earned premium as computed by such customary short-rate procedure of the minimum and deposit premium If the first Named Insured cancels, or as computed pro rata if we cancel.

g. If notice is mailed, proof of mailing will be sufficient proof of notice.

h. Compliance with State Laws.
Notwithstanding the foregoing, we shall comply with any applicable state laws or regulations respecting the cancellation, non-renewal, or renewal of this policy, and related notice requirements, to the extent that they may be inconsistent with the foregoing provisions of this Paragraph 20.

## VI. DEFINITIONS

1. "Advertisement" means any commercial communication, including but not limited to commercial communication in print, broadcast, electronic or digital media, or the Internet, that is disseminated to the public about the products, services or operations of the insured for the purpose of promoting the sale of such products, services or operations. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.

2. "Assault" means the apprehension of harmful or offensive contact between or among two or more persons by threat through words or deeds.

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 in the state where it is licensed or principally garaged.

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

4. "Battery" means the harmful or offensive contact between or among two or more persons by personal contact or by instrumentality.

5. "Bodily injury" means physical injury, sickness, disease or death sustained by a person that first happens or begins during the policy period. "Bodily injury" does not include mental anguish, emotional distress or emotional damages or injury(ies) of any kind.

6. "Claim(s)" means any facts that combine to give rise to a demand for something as a right or as due, a legally enforceable right or judicial action for payment of money, property, or enforcement of any right or relief provided by law, including but not limited to the following against the insured: any threat of legal action, settlement demand, service of suit, institution of arbitration proceeding, any written tender or demand for civil damages or other relief commenced by the insured's receipt of such demand or tender, or any civil proceeding commenced by the service of a complaint or similar pleading.

7. "Claim expenses" means:
   a. fees charged by any lawyer designated by us;

b. all other reasonable fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a claim if incurred by us;

c. "reasonable fees" charged and reasonable expenses incurred by any lawyer designated by the insured with our prior express written consent.

However, "claim expenses" does not include salary charges of regular "employees" or officials of the insured or us.

8. "Coverage territory" means the states or other territories in which you do business listed in the application for this policy that is within the United States of America (including its territories and possessions), Puerto Rico and Canada.

9. "Damages" means the monetary portion of any judgment, award or settlement approved by us; provided, however, that "damages" shall not include:
   a. Taxes;

   b. any fines, including but not limited to civil, administrative or criminal fines, penalties, assessments, punitive damages, exemplary damages, multiplied damages, liquidated damages or damages for delay;

   c. sanctions;

   d. matters which are uninsurable under the law pursuant to which this policy shall be construed;

   e. costs to comply with any injunction or other directive or order issued by a court or any federal, state, municipal or local duly constituted governmental, quasi-governmental or administrative authority or agency; or

   f. the return of or restitution of fees, profits, or charges for services rendered.

10. "Defense costs" means the reasonable expenses directly incurred by an insured in the defense of a tendered "suit" and shall include only reasonable and necessary court costs and expenses, reasonable attorney and paralegal fees commensurate with panel counsel rates in the area; or costs and reasonable expenses for experts, depositions, alternative dispute resolution, or costs reasonably chargeable to discovery, defense or settlement of a "suit" to which coverage under this policy applies.

11. "Employee" includes a "leased worker", , a "volunteer worker", and any person who is or may be deemed to be an employee of any insured or any person for whom an insured may be held liable as an employer. "Employee" does not include a "temporary worker".

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

13. "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, alleged to be, or thought to be defective, deficient, inadequate or dangerous; or

   b. you have failed to fulfill the terms of a contract or agreement; if such property can be restored to use by:
      (1) the repair, replacement, adjustment or removal of "your product" or "your work"; or
      (2) your fulfilling the terms of the contract or agreement.

14. "Insured Contract" means:
   a. A contract for lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire or 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 fifty (50) feet of a railroad or subway property;

   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 caused by your negligence. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

   g. An "Insured Contract" **does not include** that part of any contract or agreement:
      (1) That indemnifies any party for "bodily injury" or "property damage" arising out of any operations performed within fifty (50) feet of any railroad or subway property and/or affecting any railroad or subway

bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
   (i) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings, or specifications; or
   (ii) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which any insured (whether or not an if an architect, engineer or surveyor) assumes liability for any injury or damage arising out of any insured's rendering or failure to render professional services, or for liability for claims or "suits" arising out of, caused by resulting from, or in any way related to the rendering of or failing to render professional services, including but not limited to those listed in g(2) above, and any supervisory, inspection, architectural, or engineering activities;

(4) Under which any insured agrees to indemnify, defend, share or contribute to damages with another party for claims or "suits" for "bodily injury" or "property damage" directly or indirectly arising out of, caused by, resulting from or in any way related to the indemnified party's actual or alleged negligence, actions, inactions or status on any basis (including but not limited to vicarious liability, derivative liability, or strict liability) except for liability arising from the sole negligence of the Named Insured;

(5) Under which any insured agrees to assume the tort liability of another party to pay damages not otherwise excluded under the policy because of "property damage" or "bodily injury" to a third person or organization caused by your negligence, actions, inactions or status (including but not limited to vicarious liability, derivative liability or strict liability) except for the sole negligence of the Named Insured. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;

(6) Under which any insured assumes liability for injury or damage which arises out of the Products-Completed operations Hazard; or

(7) That indemnifies or agrees to make contribution to, share damages with, another party for damage by fire to premises rented or loaned to, or occupied by, the insured.

15. "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".

16. "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".

17. "Material Misrepresentation" means any statement as to past or present fact, made to the insurer, by or by the authority of, the applicant for insurance or the prospective insured, at or before making of the insurance contract as an inducement to the making thereof.

18. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
   a. Bulldozers, farm machinery, forklift, 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 tread;
   d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to 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 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.

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:
(i) Snow removal;
(ii) Road maintenance, but not construction or resurfacing; or
(iii) 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.

In addition to the foregoing, "Mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state 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".

19. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions. "Occurrence" as used herein refers to the earliest act, omission, or creation of conditions or circumstances that give rise to any "property damage", "bodily injury" or "personal or advertising injury".

20. "Personal and advertising injury" means injury arising out of one or more of the following offenses resulting from an "occurrence":
a. oral or written publication of material in your "advertisement" that libels or slanders a person or organization or a person's or organization's products, services or operations or other defamatory or disparaging material;

b. false arrest, detention or imprisonment; or

c. oral or written publication of material that violates a person's right of privacy.

21. "Policy period" means the period beginning with inception date and ending with the expiration date shown in the Declarations or earlier date of termination or cancellation.

22. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to acids, alkalis, animal/bird droppings, chemicals, fumes, medical waste, refractory ceramic fibers, fiberglass, smoke, soot, vapor, dust, waste or other hazardous or toxic substances listed as such by any state or federal agency or department, and the by-product of any chemical, mechanical or thermal process or reaction. Waste includes any regulated waste, or materials to be recycled, reconditioned, or reclaimed.

23. "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:
(i) when all of the work called for in your contract has been completed;
(ii) 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;
(iii) 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; or
(2) the existence of tools, uninstalled equipment or abandoned or used 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.

24. "Property damage" means:
a. physical injury to tangible property caused by an "occurrence" that first takes place or begins during the "policy period"; 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. Loss of use of tangible property alone, without any physical damage to any tangible property, does not constitute "property damage".

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 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 or stored utilizing electronically controlled equipment.

25. "Suit" means a civil proceeding in which "damages" because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "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 express written consent.

26. "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.

27. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

28. "Your product":
    a. means:
        (1) any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
            (i) you;
            (ii) others trading under your name; or
            (iii) a person or organization whose business or assets you have acquired; and
            (iv) containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

    b. "Your Product" 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. "Your Product" does not include vending machines or other property rented to or located for the use of others but not sold.

29. "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. "Your Work" 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.

30. "Water" means water in any form, whether solid, liquid, or gaseous, or a combination of the foregoing.

# Third Coast Insurance Company

15200 West Small Road • New Berlin, WI 53151

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

**THIRD COAST INSURANCE COMPANY**

**COMMERCIAL GENERAL LIABILITY POLICY**

**CLAIMS-MADE AND REPORTED LIMITATION**

**THIS ENDORSEMENT PROVIDES THAT THE POLICY PROVIDES COVERAGE ONLY ON A CLAIMS-MADE AND REPORTED BASIS. READ THE POLICY AND THIS ENDORSEMENT CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.**

To the extent that any provision of the policy conflicts or varies from this Endorsement, the terms, conditions, and provisions set forth in this Endorsement shall control, govern, and supersede the conflicting or varying provision(s) of the policy.

This policy does not provide continuous coverage for any insured. A renewal policy may be issued, but each policy will be deemed to stand alone as a single policy, affording no continuous coverage.

The INSURING AGREEMENT of this policy is hereby amended as follows:

The following Paragraph "d" is added to the Insuring Agreement, **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

**d.** In addition to the foregoing, this policy shall apply only to "claims" first made against any insured and reported to us in writing during the policy period. Coverage under this policy will only apply to "claims" made against any insured and reported to us on or after the policy inception date and prior to the policy expiration date as shown on the Declarations page(s), subject to the extended reporting period provided below. If prior to the effective date of this policy, any insured had a reasonable basis to believe a claim may arise, then this policy shall not apply to such "claim" or any related "claim".

As a condition precedent to any coverage (defense or indemnity) under this Policy, You must give written notice to the Company of any "claim" as soon as practicable, but in all events no later than:

(a) the end of the Policy Period; or
(b) 60 days after the end of the Policy Period so long as such "claim" is made within the last 60 days of such Policy Period.

The following Paragraph "d" is added to the Insuring Agreement, **SECTION I – COVERAGES, COVERAGE B - PERSONAL AND ADVERTISING INJURY:**

**d.** In addition to the foregoing, this policy shall apply only to "claims" first made against any insured and reported to us in writing during the policy period. Coverage under this policy will only apply to "claims" made against any insured and reported to us on or after the policy inception date and prior to the policy expiration date as shown on the Declarations page(s), subject to the extended reporting period provided below. If prior to the effective date of this policy, any insured had a reasonable basis to believe a claim may arise, then this policy shall not apply to such "claim" or any related "claim".

As a condition precedent to any coverage (defense or indemnity) under this Policy, You must give written notice to the Company of any "claim" as soon as practicable, but in all events no later than:

(a) the end of the Policy Period; or
(b) 60 days after the end of the Policy Period so long as such "claim" is made within the last 60 days of such Policy Period.

Except as set forth above, all of the terms, conditions and exclusions of this policy apply and remain in effect, including but not limited to any applicable sublimit as provided in the policy.

Policy No.: GLSISTC010476425

Date: 10/03/2025

Time: **12:01 a.m.**

Third Coast Insurance Company

By: _____ _____

Jordan Lotsoff, Vice President Bobbi Elliot, Corporate Secretary

# Third Coast Insurance Company

15200 West Small Road • New Berlin, WI 53151

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

**THIRD COAST INSURANCE COMPANY**

**COMMERCIAL GENERAL LIABILITY POLICY**

**MECHANIC'S LIEN – CONDITION PRECEDENT**

The following is a condition precedent to coverage set forth in the policy.

This policy shall not apply to "bodily injury", "property damage", "personal injury", or "advertising injury" arising out of work performed by any insured or on any insured's behalf, when alleged following the insured's filing of a mechanic's lien in connection with said work, unless the following **conditions precedent** are fully satisfied by the insured:

1. The insured must notify the Company in writing, within thirty (30) calendar days of filing a Mechanic's Lien for work performed during the policy period; and

2. The insured must notify the Company in writing, within thirty (30) calendar days of any correspondence it sends or receives relating to the filing, resolution, or dispute of a Mechanic's Lien for work performed during the policy period.

For purposes of this endorsement, the phrase "alleged following the insured's filing a mechanic's lien" shall refer to a subsequent lawsuit filed by the property owner, or any developer or contractor for which the insured performed any work, against the insured for faulty or defective work.

Except as set forth above, all of the terms, conditions and exclusions of this policy apply and remain in effect.

Policy No.: GLSISTC010476425

Date: 10/03/2025

Time: **12:01 a.m.**

Third Coast Insurance Company

By: _____ _____

Jordan Lotsoff, Vice President Bobbi Elliot, Corporate Secretary

# Third Coast Insurance Company

15200 West Small Road • New Berlin, WI 53151

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

**THIRD COAST INSURANCE COMPANY**

**COMMERCIAL GENERAL LIABILITY POLICY**

**EXCLUSION – POOL POP UP AND POOL OVERFLOW**

The following exclusion is added to Section II, Common Policy Exclusions:

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of, resulting from, caused by, contributed to by, or in any way related, in whole or in part, to any actual or alleged "pool pop ups" or "pool overflows".

For purposes of this endorsement, the following definitions shall apply:

1. "Pool pop ups" means any actual or alleged "bodily injury" or "property damage" caused by an "occurrence" where a constructed or installed swimming pool rises up out of the ground, regardless of the magnitude, scope, nature, cause or causes, of the movement.

2. "Pool overflows" means any water discharge or overflow from within any constructed or installed swimming pool for any reason.

This exclusion shall apply whether or not any such "pool pop up" or "pool overflow" as so defined is alleged to be intentional, willful, reckless, negligent, or on any other basis.

Except as set forth above, all of the terms, conditions and exclusions of this policy apply and remain in effect.

Policy No.: GLSISTC010476425

Date: 10/03/2025

Time: **12:01 a.m.**

Third Coast Insurance Company

By:

Jordan Lotsoff, Vice President

Bobbi Elliot, Corporate Secretary

# Third Coast Insurance Company

15200 West Small Road • New Berlin, WI 53151

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

**THIRD COAST INSURANCE COMPANY**

**COMMERCIAL GENERAL LIABILITY POLICY**

**INDEPENDENT CONTRACTOR/SUBCONTRACTOR CONDITIONS PRECEDENT**

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

As a condition precedent to any coverage or defense obligations under this policy for any liability arising, in whole or in part, from any work performed by, or products provided by, any of your independent contractors or subcontractors (including material suppliers), and always subject to all provisions, exclusions, and sublimit(s) contained in the policy, all of the following conditions must be satisfied:

(1) All of your independent contractors or subcontractors (including material suppliers) that perform work, and/or provide materials or products, on or in connection with any project must be "adequately insured" as defined below;

(2) All of your independent contractors or subcontractors (including material suppliers) must, prior to the commencement of their work and/or provision of materials or products, whichever the case may be, in connection with any project, provide legally enforceable written agreements holding you harmless and indemnifying you against all losses and liability arising from the work performed by or on behalf of the independent contractors or subcontractors, or products they provide, in connection with such project, and (2) expressly requiring that you be named as an "additional insured" under the subcontractors and/or independent contractor's general liability insurance for ongoing and completed operations with such coverage being expressly primary to any other coverage available to you;

(3) Each of your independent contractors or subcontractors (including material suppliers) must, prior to the commencement of their work and/or provision of materials or products in connection with any project, name you as an Additional Insured on their respective Commercial General Liability policies, and provide you with Certificates of Insurance and authorized Additional Insured Endorsements reflecting such coverage;

(4) The Additional Insured coverage provided to you and reflected in the Certificates and Endorsements specified in Item No. 3, above, must be in effect from the time the independent contractor or subcontractor (including a material supplier) commences work and/or provides materials or products in connection with any project, to the time the work is completed; must be expressly primary to any other insurance available to you (including this policy); and must expressly extend additional insured coverage to you for completed operations.

(5) All of your independent contractors or subcontractors (including material suppliers) must maintain, for the duration of their work or services in connection with any project, general liability insurance coverage that is equal to or greater than provided by this Policy, with limits of at least $1,000,000.00 (One Million Dollars) per-occurrence; and

(6) You must obtain and maintain the written indemnity agreements, Certificates of Insurance, and authorized Additional Insured Endorsements from all independent contractors or subcontractors (including material suppliers) that you hire providing evidence of insurance, including Commercial General Liability (as noted above), as well as Workers' Compensation insurance coverage and, as a **condition precedent** to any defense or indemnity obligation under this policy, you must:

(a) maintain copies of these documents for a period of no less than ten (10) years following the completion of all work performed by You or on Your behalf, and;

(b) provide these documents to us in connection with any "occurrence", "claim", or "suit" that arises in whole or in part from the work of any independent contractors or subcontractors (including material suppliers) you hire.

# Third Coast Insurance Company

15200 West Small Road • New Berlin, WI 53151

As used herein, "Adequately insured" means that the independent contractors or subcontractors (including material suppliers) that perform operations for you maintain Commercial General Liability insurance in force with limits of insurance for their operations that are equal to or greater than the limits of insurance shown in the Declarations of this policy, including operations performed for them by others, and that policies of such independent contractors or subcontractors do not exclude liability arising from the work being performed, or products being provided, for you. If your independent contractors or subcontractors have a policy that does not cover them for liability arising from the work they are doing for you, or products that they provide to you or on your behalf, then this policy (your policy) does not cover you for any such liability.

Except as set forth above, all of the terms, conditions and exclusions of this policy apply and remain in effect, including but not limited to any applicable **sublimit** as provided in the policy.

Policy No.: GLSISTC010476425

Date: 10/03/2025

Time: **12:01 a.m.**

Third Coast Insurance Company

By:

Jordan Lotsoff, Vice President

Bobbi Elliot, Corporate Secretary

# Third Coast Insurance Company

15200 West Small Road • New Berlin, WI 53151

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

**THIRD COAST INSURANCE COMPANY**

**COMMERCIAL GENERAL LIABILITY POLICY**

**PREMIUM PRO RATA CANCELLATION TABLE**

Notwithstanding anything to the contrary contained herein and in consideration of the premium for which this Insurance is written it is agreed that in the event of cancellation thereof by the Named Insured the Earned PREMIUM shall be computed as follows:

**PREMIUM PRO RATA CANCELLATION TABLE**

| Days in Force | | % Earned | Days in Force | | % Earned |
|---|---|---|---|---|---|
| 1-57 | (3 months) | 15 | 210-213 | (7 months) | 58 |
| 58-60 | | 16 | 214-217 | | 59 |
| 61-63 | | 17 | 218-220 | | 60 |
| 64-67 | | 18 | 221-224 | | 61 |
| 68-71 | | 19 | 225-228 | | 62 |
| 72-74 | | 20 | 229-231 | | 63 |
| 75-78 | | 21 | 232-235 | | 64 |
| 79-81 | | 22 | 236-239 | | 65 |
| 82-85 | | 23 | 240-242 | (8 months) | 66 |
| 86-89 | | 24 | 243-246 | | 67 |
| 90-93 | | 25 | 247-250 | | 68 |
| 94-96 | | 26 | 251-253 | | 69 |
| 97-100 | | 27 | 254-257 | | 70 |
| 101-104 | | 28 | 258-260 | | 71 |
| 105-107 | | 29 | 261-264 | | 72 |
| 108-111 | | 30 | 265-268 | | 73 |
| 112-114 | | 31 | 269-271 | (9 months) | 74 |
| 115-118 | | 32 | 272-275 | | 75 |
| 119-122 | (4 months) | 33 | 276-279 | | 76 |
| 123-125 | | 34 | 280-282 | | 77 |
| 126-129 | | 35 | 283-286 | | 78 |
| 130-133 | | 36 | 287-290 | | 79 |
| 134-136 | | 37 | 291-293 | | 80 |
| 137-140 | | 38 | 294-297 | | 81 |
| 141-144 | | 39 | 298-301 | (10 months) | 82 |
| 145-147 | | 40 | 302-304 | | 83 |
| 148-151 | (5 months) | 41 | 305-308 | | 84 |
| 152-155 | | 42 | 309-312 | | 85 |
| 156-158 | | 43 | 313-316 | | 86 |
| 159-162 | | 44 | 317-319 | | 87 |
| 163-166 | | 45 | 320-323 | | 88 |
| 167-169 | | 46 | 324-326 | | 89 |
| 170-173 | | 47 | 327-330 | (11 months) | 90 |
| 174-177 | | 48 | 331-333 | | 91 |
| 178-180 | (6 months) | 49 | 334-337 | | 92 |
| 181-184 | | 50 | 338-341 | | 93 |
| 185-187 | | 51 | 342-344 | | 94 |
| 188-191 | | 52 | 345-348 | | 95 |
| 192-195 | | 53 | 349-352 | | 96 |
| 196-198 | | 54 | 353-355 | | 97 |
| 199-202 | | 55 | 356-359 | (12 months) | 98 |
| 203-206 | | 56 | 360-364 | | 99 |
| 207-209 | | 57 | 365 | | 100 |

Except as set forth above, all of the terms, conditions and exclusions of this policy apply and remain in effect.

Policy No.: GLSISTC010476425

Date: 10/03/2025

Time: **12:01 a.m.**

Third Coast Insurance Company

By:

Jordan Lotsoff, Vice President

Bobbi Elliot, Corporate Secretary

# Third Coast Insurance Company

15200 West Small Road • New Berlin, WI 53151

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

**THIRD COAST INSURANCE COMPANY**

**COMMERCIAL GENERAL LIABILITY POLICY**

**OIL BASED PAINT AND FLAMMABLE PRODUCTS LIMITATION**
**$25,000 SUBLIMIT**

Notwithstanding any other terms and conditions of this policy, the maximum amount we will pay for damages and "claim expenses" for any "claim" or "suit" for "bodily injury" or "property damage" arising out of, resulting from, caused by, contributed to, or in any way related, in whole or in part, to any actual or alleged handling of, storage of, use of or disposal of oil base paints, lacquers, or other flammable liquids or solids or related items, whether oil based or non-oil based, that may lead to, promote, or contribute to combustion, is **$25,000** for all sums paid for indemnity and "claim expenses" (including defense fees and costs).

Except as set forth above, all of the terms, conditions and exclusions of this policy apply and remain in effect.

Policy No.: GLSISTC010476425

Date: 10/03/2025

Time: **12:01 a.m.**

Third Coast Insurance Company

By:

Jordan Lotsoff, Vice President

Bobbi Elliot, Corporate Secretary

# Third Coast Insurance Company

15200 West Small Road • New Berlin, WI 53151

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

**THIRD COAST INSURANCE COMPANY**

**COMMERCIAL GENERAL LIABILITY POLICY**

**SUBLIMIT FOR CLAIMS ARISING FROM OR RELATED TO "MOBILE EQUIPMENT"**

**$50,000 SUBLIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

As of the date and time listed below, in consideration of the premium charged, the Insured and the **Company** agree as follows:

Notwithstanding any other terms and conditions of this policy, the maximum amount we will pay for damages and "claim expenses" for any "claim" or "suit" for "bodily injury", "property damage", or "personal or advertising injury" arising in any manner from the use, transportation, movement, operation, storage, and/or maintenance of any "Mobile equipment" (as that term is defined in the policy), whether or not used, operated, stored, transported, maintained, owned, rented, lent, borrowed, or leased to or by the Named Insured, shall be **Fifty Thousand Dollars ($50,000)**.

The **$50,000 maximum** limit identified above includes any and all "claim expenses" (including defense fees and costs) associated with the claim or suit, as well as any sums paid for indemnity.

Except as set forth above, all of the terms, conditions and exclusions of this policy apply and remain in effect.

Policy No.: GLSISTC010476425

Date: 10/03/2025

Time: **12:01 a.m.**

Third Coast Insurance Company

By:

Jordan Lotsoff, Vice President

Bobbi Elliot, Corporate Secretary

# Third Coast Insurance Company

15200 West Small Road • New Berlin, WI 53151

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

**THIRD COAST INSURANCE COMPANY**

**COMMERCIAL GENERAL LIABILITY POLICY**

**CYBER EXCLUSION**

This policy does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of, resulting from, caused by, contributed to, or in any way related, in whole or in part, to any actual or alleged:

1. "Cyber loss", regardless of any other cause or event contributing concurrently or in any other sequence thereto, whether or not wilful or intentional; or

2. Loss of use, reduction in functionality, repair, replacement, restoration, or reproduction of any "data", including any amount pertaining to the value of such "data".

For purposes of this endorsement:

1. "Cyber loss" means any loss, damage, liability, claim, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with any "cyber act" or "cyber incident" including, but not limited to, any action taken in controlling, preventing, suppressing, or remediating any "cyber act" or "cyber incident".

2. "Cyber act" means an unauthorized, malicious, or criminal act or series of related unauthorized, malicious, or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of, or operation of any "computer system".

3. "Cyber incident" means:

    a. any error or omission or series of related errors or omissions involving access to, processing of, use of, or operation of any "computer system"; or

    b. any partial or total unavailability or failure to access, process, use, or operate any "computer system", or series of related partial or total unavailability or failures to access, process, use, or operate any "computer system".

4. "Computer system" means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller, including any similar system or any configuration of the aforementioned and including any associated input, output, "data" storage device, networking equipment, or back-up facility.

5. "Data" means information, facts, concepts, code, or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a "computer system".

Except as set forth above, all of the terms, conditions and exclusions of this policy apply and remain in effect.

Policy No.: GLSISTC010476425

Date: 10/03/2025

Time: **12:01 a.m.**

Third Coast Insurance Company

By: _____ _____

Jordan Lotsoff, Vice President  Bobbi Elliot, Corporate Secretary

# Third Coast Insurance Company

15200 West Small Road • New Berlin, WI 53151

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

**THIRD COAST INSURANCE COMPANY**

**COMMERCIAL GENERAL LIABILITY POLICY**

**EXCLUSION – UNDERGROUND HORIZONTAL DRILLING OPERATIONS**

In addition to the exclusions set forth in other sections and endorsements in this **Policy**, the Company will not pay, is not liable for, and the **Policy** will not provide coverage for any claim related to, arising out of, or in any way involving "directional drilling." For purposes of this endorsement, "directional drilling" means drilling, trenching, digging, or boring at a non-vertical angle, and includes but is not limited to slant drilling, horizontal directional drilling, or any other practice of drilling at a non-vertical angle.

The foregoing exclusion applies regardless of the type or nature of the damage caused by such underground or subsurface operations, applies regardless of whether such damage was caused by liquid or solid materials, and applies regardless of any other cause or event (natural or man-caused) contributing or concurring, in any sequence, to the loss, liability, or damages.

To the extent this endorsement conflicts with any other policy provisions, exclusions, or endorsements, the provisions of this endorsement will govern.

Except as set forth above, all the terms, conditions and exclusions of this policy apply and remain in effect, including but not limited to any applicable **sublimit** as provided in the policy

Except as set forth above, all of the terms, conditions and exclusions of this policy apply and remain in effect, including but not limited to any applicable sublimit as provided in the policy.

Policy No.: GLSISTC010476425

Date: 10/03/2025

Time: **12:01 a.m.**

Third Coast Insurance Company

By:

Jordan Lotsoff, Vice President

Bobbi Elliot, Corporate Secretary

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# EXCLUSION – INSOLVENCY FUND

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to Paragraph **2. Exclusions** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

**Insolvency Fund**

Any liability or expense arising by contract, operation of law, or otherwise, from your participation or membership, whether voluntary or involuntary, in any insolvency fund.

For the purpose of this exclusion, "insolvency fund" includes any guarantee fund, insolvency fund, plan, pool, association, fund or other arrangement, howsoever denominated, established or governed, which provides for any assessment of or payment or assumption by you of part or all of any claim, debt, charge, fee or other obligation of an insurer, or its successors or assigns, which has been declared by any competent authority to be insolvent, or which is otherwise deemed unable to meet any claim, debt, charge, fee or other obligation in whole or in part.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

Except as set forth above, all of the terms, conditions and exclusions of this policy apply and remain in effect.

Policy No.: GLSISTC010476425

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Jordan Lotsoff, Vice President Bobbi Elliot, Corporate Secretary


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Third Coast Insurance Company

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# NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

**(Broad Form)**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

**1.** The insurance does not apply:

**A.** Under any Liability Coverage, to "bodily injury" or "property damage":

**(1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

**(2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

**B.** Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

**C.** Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "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 therefrom;

**(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 exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

**2.** As used in this endorsement:

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

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


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"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 **(a)** 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, and **(b)** 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:

**(a)** Any "nuclear reactor";

**(b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

**(c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "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;

**(d)** 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.

Except as set forth above, all of the terms, conditions and exclusions of this policy apply and remain in effect.

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# EXCLUSION – FIREARMS OR WEAPONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph **2. Exclusions** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**:

**(1)** This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” in whole or in part, caused by, related to, arising out of or in any way connected to:

**(a)** The ownership, maintenance, use, sale, distribution, demonstration, or entrustment to others of a "firearm" or "weapon” by any person;

**(b)** Failure to prevent, or failure to warn of any hazards related to any “firearm” or “weapon”; or

**(c)** Failure or delay in rendering aid or assistance after any “firearm” or “weapon” “occurrence”.

**(2)** This exclusion applies to any claim against any insured alleging, in whole or part, negligence or other wrongdoing in the supervision, hiring, employment, training, investigation, monitoring or retention of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by paragraph **(1)** above.

**(3)** This exclusion applies regardless of whether the conduct excluded by paragraphs **(1)** or **(2)** above is alleged, in whole or part, to be intentional, willful, reckless, negligent, in self-defense, or on any other basis.

**(4)** For the purpose of this endorsement, the following are added under **SECTION V – DEFINITIONS:**

"Firearm" means any portable barreled ranged weapon designed to or may readily be converted to expel or propel one or more projectiles by the action of an explosive, combustible propellant, or compressed air.

"Weapon" means any device, instrument or object that can be or is utilized in an offensive or defensive nature or inflicts or has the potential to inflict bodily harm or physical damage, and includes but is not limited to batons, bow or crossbow, arrows, knives, mace, stun guns or swords.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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# LOUISIANA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A.** The following replaces Section **V. COMMERCIAL GENERAL LIABILITY CONDITIONS, 20. Cancellation:**

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

**b. Cancellation and Nonrenewal**

**(1) Cancellation of Policies in Effect for Fewer Than 60 Days Which Are Not Renewals**

If this policy has been in effect for fewer than 60 days and is not a renewal of a policy we issued, we may cancel this policy for any reason, subject to the following:

**(a)** Cancellation for nonpayment of premium:

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation.

**(b)** Cancellation for any other reason:

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

**(2) Cancellation of Renewal Policies and New Policies in Effect for 60 Days or More**

If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

**(a)** Nonpayment of premium;

**(b)** Fraud or material misrepresentation made by you or with your knowledge with the intent to deceive in obtaining the policy, continuing the policy, or in presenting a claim under the policy;

**(c)** Activities or omissions by you which change or increase any hazard insured against;

**(d)** Change in the risk which increases the risk of loss after we issued or renewed this policy, including an increase in exposure due to regulation, legislation, or court decision;

**(e)** Determination by the Commissioner of Insurance that the continuation of this policy would jeopardize our solvency or would place us in violation of the insurance laws of this or any other state;

**(f)** The insured's violation or breach of any policy terms or conditions; or

**(g)** Any other reasons that are approved by the Commissioner of Insurance.

**(3)** We will mail or deliver written notice of cancellation to the first Named Insured at least:

**(a)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

**(b)** 30 days before the effective date of cancellation if we cancel for a reason described in paragraphs **(2)(a)** through **(2)(g)** above.

**(4) Notice of Cancellation**

If your premium payment check or other negotiable instrument is returned to us or our agent or a premium finance company because it is uncollectible for any reason, we may cancel the policy subject to Paragraphs **a.** and **b.** above.

We may cancel the policy effective from the date the premium payment was due, by sending you written notice by certified mail, or by delivering such notice to you within 10 days of the date that we receive notice of the returned check or negotiable instrument.

The cancellation notice will also advise you that the policy will be reinstated effective from the date the premium payment was due, if you present to us a cashier's check or money order for the full amount of the returned check or other negotiable instrument within 10 days of the date that the cancellation notice was mailed.

**(5) Premium Refund**

If this policy is cancelled, we will return any premium refund due, subject to the conditions outlined below. The cancellation will be effective even if we have not made or offered a refund.

**(a)** If the first Named Insured cancels, the refund will not be less than 90% of the pro rata unearned premium, rounded to the next higher whole dollar. The refund will be returned within 30 days after the effective date of cancellation.

If we cancel, the refund will be pro rata and we will send the refund to the first Named Insured unless Paragraph **(b)** below applies.

**(b)** If we cancel for non-payment, we will return the premium due, if any, within 10 days after the expiration of the 10-day waiting period identified above**.** If the policy was financed by a premium finance company, or if payment was advanced by the insurance agent, we will send the return premium directly to such payor.

When return premium payment is sent to the premium finance company or the agent of the insured, we will provide notice to you, at the time of cancellation, that a return of unearned premium may be generated by the cancellation.

**c.** Notwithstanding the foregoing, we shall comply with any applicable state laws or regulations respecting the cancellation, non-renewal, or renewal of this policy, and related notice requirements, to the extent that they may be inconsistent with the foregoing provisions of this **20. Cancellation and Nonrenewal.**

**ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

Except as set forth above, all of the terms, conditions and exclusions of this policy apply and remain in effect.

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Third Coast Insurance Company

By: _____
Jordan Lotsoff, Vice President

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Bobbi Elliot, Corporate Secretary



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Third Coast Insurance Company

# Third Coast Insurance Company

15200 West Small Road • New Berlin, WI 53151

**THIRD COAST INSURANCE COMPANY**

**COMMERCIAL GENERAL LIABILITY POLICY**

**CLAIM REPORTING**

In the event of an incident which may result in a claim, an actual claim or your receipt of suit papers please review your policy for the procedures and information required. Notice and the required information and documents should be immediately reported and provided as set forth below:

## Claim Reporting

Golden State Claims Adjusters
http://www.gstateca.com/contact-us (Preferred Method)
claims@gstateca.com
(866) 531-1064 – Fax
(866) 472-7662 – Phone

To expedite handling of your claim, please include the following:
1. Named Insured
2. Policy Number

Please also consult your policy for additional information and documents required.

Except as set forth above, all of the terms, conditions and exclusions of this policy apply and remain in effect.

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**THIRD COAST INSURANCE COMPANY**

**COMMERCIAL GENERAL LIABILITY POLICY**

**AMENDMENT OF EXCLUSION FOR HEATING DEVICES**

**(EXCEPTION TO EXCLUSION SUBJECT TO CONDITIONS PRECEDENT)**

As of the date and time listed below, in consideration of additional premium it is acknowledged and agreed that the **Heating Devices Exclusion (Section I – Coverage A - 2. Exclusions, "t")** which reads as follows:

s. **Heating Devices**
"Bodily injury" or "property damage" arising out of, resulting from, caused by, contributed to, alleged to be, or in any way related to, in whole or in part, to the use of any "fire or heating devices" by or on behalf of any insured. The term "fire or heating devices" includes but is not limited to a heat wand, welding equipment, open flame devices, torches, heaters, or any type of heat application, or any other equipment that generates heat or sparks in the normal course of its operation.

**Is here by amended** by adding the following provision thereto:

Notwithstanding the foregoing, this policy will extend coverage for liability for "bodily injury", "property damage", or "personal and advertising injury", within the above-cited exclusion, but such coverage (including indemnity and defense fees and costs) shall be subject to the following conditions precedent.

It shall be a **condition precedent** of any coverage under this policy as provided under this endorsement, including defense and indemnity, that the insured adhere to each and every of the following precautions and requirements on each occasion where the insured or persons acting on behalf of the insured are operating any type of "fire or heating device" or other equipment which generates heat or sparks in the normal course of its operation away from their own premises:

a. The immediate area in which the operation is to be carried out must be segregated by the use of screens made of metal and/or fire retardant material;

b. The whole of this segregated area must be adequately cleaned and freed from all combustible material before operations commence;

c. Combustible floors or substances in or surrounding the segregated area must be liberally and extensively covered with sand or protected by overlapping sheets of incombustible material;

d. In circumstances in which work is being carried out in an enclosed area, an additional "employee" of the Insured or an employee of the occupier of the premises in question shall be present at all times to guard against an outbreak of fire;

e. No work shall be carried out unless specifically authorized by such occupier who must also be asked to approve (prior to work commencing) the safety arrangements put in place;

f. "Heating device" that are switched on or lit shall not be left unattended at any time;

g. The insured must keep suitable fire extinguishers available at all times for immediate use at or near the scene of operations, and in no event more than thirty (30) feet from such operations;

h. No welding, cutting, or heating shall be done where the application of flammable paints or the presence of other flammable compounds, or heavy dust concentrations creates a hazard; and

i. The Insured or "employee" of the insured must remain at the location where welding, cutting, or heating application is performed for a minimum of 1 hour after all heating device operations have ceased.

Except as set forth above, all of the terms, conditions and exclusions of this policy apply and remain in effect.

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Time: **12:01 a.m.**

Third Coast Insurance Company

By: _____
Jordan Lotsoff, Vice President

_____
Bobbi Elliot, Corporate Secretary

Docusign Envelope ID: 0C48EEE5-41D1-4389-BA98-04F13E54FCD0

Insurance Application

**Sunde Ngoh Nyah**
Derrick Laday
2175 Hillsdale Ave St. Paul , MN 55119
(951) 228-2254
email: umm2u.snn@gmail.com

General Liability Application ID: 3727053

| Date | Insured Information | Quote Information |
|---|---|---|
| 10/03/2025 | **Bennett Johnson**<br>Bennett Johnson<br>5300 Ehret Road, Marrero, LA 70072<br>(504) 628-5387<br>email: bennz993@yahoo.com | General Liability<br>Third Coast Insurance Company<br>Manuscript Claims Made<br>Desired Coverage Dates: 10/03/2025 - 10/03/2026 |

## APPLICANT INFORMATION

Mailing Address: **5300 Ehret Road, Marrero, LA 70072**
SSN: **N/A**
Entity of Company: **Individual**
Contractor's License Number: **Arc Certified Welder**
Contractor's License Type: **Arc Certified Welder**
Years in Business: **15**
Years of experience in the Trades for which you are applying for insurance: **47**
States in which you do business that for which you are currently applying for insurance: **Louisiana**
Will any of your work be performed in the 5 boroughs: **No**
Are there any other business names which you have used in the past or are currently using in addition to that for which you're currently applying for insurance?**No**
Payment Option Details: **Imperial PFS**
Mobile Phone: **(504) 628-5387**
Billing Email: **bennz993@yahoo.com**

## GENERAL LIABILITY COVERAGES

| | |
|---|---|
| Aggregate: | **$1,000,000** |
| Occurrence: | **$1,000,000** |
| Products/Completed Operations: | **$1,000,000** |
| Personal/Advertising Injury: | **$1,000,000** |
| Fire Legal: | **$50,000** |
| Med Pay: | **$5,000** |
| Self-Insured Retention: | **$2,500** |

| CLASS CODE | GROSS RECEIPTS |
|---|---|
| **Metal Erection (Structural)** | **$160,000** |
| **Welding (Structural)** | **$40,000** |

3727053

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Applicant

Initial

Docusign Envelope ID: 0C48EEE5-41D1-4389-BA98-04F13E54FCD0

Insurance Application

## CURRENT EXPOSURES

Estimated Total Gross Receipts: **$200,000**
Estimated Sub Contracting Costs: **$75,000**
Estimated Material Costs: **$0**
Estimated Total Payroll: **0**
Number of Field Employees*: Owner + **0**
* For purposes of this application, "Employee" is defined as an individual working for you (the applicant), which receives a W-2 tax form or you withhold & pay employment related taxes for that individual.

## WORK PERFORMED

Complete Descriptions of operations that for which you are currently applying for insurance:
**Beams, large pole barns, building brackets, stairs, hand-rails, and other structural and load bear metal installation. (no welding) Structural Welding, no bridges, trailers, autos, boats, boilers, conveyors, production/manufacturing/industrial facilities,pressurized pipes, or anything oil/gas related.**

Percentage of Residential work performed: **10%**
Percentage of Commercial work performed: **90%**
Percentage of New (Ground Up) work performed: **80%**
Percentage of Remodel/Service/Repair work performed: **20%**
Maximum # of Interior Stories: **2**
Maximum # of Exterior Stories: **2**
Maximum Exterior Depth Below Grade in Feet: **0**
Will you perform OCIP (Wrap-up) work: Yes **No**
If "Yes", what are the estimated receipts for work covered separately under OCIP/Wrap-up:
Estimated Receipts for non-Wrap/OCIP:
Number of losses in the last 5 years: **0**

## WORK EXPERIENCE

Will you or do you perform or subcontract any work involving the following: blasting operations, hazardous waste, asbestos, mold, PCBs, oil fields, dams/levees, bridges, quarries, railroads, earthquake retrofitting, fuel tanks, pipelines, or foundation repair? Yes **No**

*If "Yes", please explain:*

Will you or do you perform or subcontract any work involving the following: medical facilities (including new construction), hospitals (including new construction), churches or other house of worship, museums, historic buildings, airports, schools/playgrounds/recreational facilities (including new construction)? Yes **No**

*If "Yes", please explain:*

Will you perform structural work? **Yes** No

Will you perform work in new tract home developments of 25 or more units? Yes **No**

If "Yes", please explain:

Will any of your work involve the construction of or be for new condominiums/townhouses/multi-unit residences?: Yes **No**

Will you perform repair only for individual unit owners of condominiums/townhouses/multi-unit residences?: Yes **No**

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Applicant

Initial

Docusign Envelope ID: 0C48EEE5-41D1-4389-BA98-04F13E54FCD0



**WORK EXPERIENCE - CONT.**

Will you perform or subcontract any roofing operations, work on the roof or deck work on roofs? Yes **No**

*If "Yes", please explain:*

Does your company perform any waterproofing? Yes **No**

If "Yes", please explain:

Do you use motorized or heavy equipment in any of your operations? Yes **No**

If "Yes", please explain:

Will you perform work (new/remodel) on single family residences, in which the dwelling exceeds 5,000 square feet? Yes **No**

If "Yes", please explain:

What percentage of your work will be on homes over 5,000 square feet:

Will you perform work on commercial buildings over 20,000 square feet? Yes **No**

If "Yes", please explain:

What percentage of your work will be on commercial buildings over 20,000 square feet:

Has any licensing authority taken any action against you, your company or any affiliates? Yes **No**

If "Yes", please explain:

Have you allowed or will you allow your license to be used by any other contractor? Yes **No**

If "Yes", please explain:

Has the applicant or business owner ever had any judgements or liens filed against them or filed for bankruptcy? Yes **No**

If "Yes", please explain:

Has any lawsuit ever been filed or any claim otherwise been made against your company (including any partnership or any joint venture of which you have been a member of, any of your company's predecessors, or any person, company or entities on whose behalf your company has assumed liability)? *(For the purposes of this application, a claim means a receipt of a demand for money, services or arbitration.)* Yes **No**

If "Yes", please explain:

Is your company aware of any facts, circumstances, incidents, situations, damages or accidents (including but not limited to: faulty or defective workmanship, product failure, construction dispute, property damage or construction worker injury) that a reasonably prudent person might expect to give rise to a claim or lawsuit, whether valid or not, which might directly or indirectly involve the company? *(For the purposes of this application, a claim means a receipt of a demand for money, services or arbitration.)* Yes **No**

If "Yes", please explain:

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## WRITTEN CONTRACT

| | | |
|---|---|---|
| Do you have a written contract for all work you perform?<br>If "Yes", answer the following questions: | **Yes** | No |
| Does the contract identify a start date for the work?<br>If "No", please explain: | **Yes** | No |
| Does the contract identify a precise scope of work?<br>If "No", please explain: | **Yes** | No |
| Does the contract identify all subcontracted trades (if any)?<br>If "No", please explain: | **Yes** | No |
| Does the contract provide a set price?<br>If "No", please explain: | **Yes** | No |
| Is the contract signed by all parties to the contract?<br>If "No", please explain: | **Yes** | No |
| Do you subcontract work?<br>If "Yes", answer the following questions: | **Yes** | No |
| Do you always collect certificates of insurance from subcontractors?<br>If "No", please explain: | **Yes** | No |
| Do you require subcontractors to have insurance limits equal to your own?<br>If "No", please explain: | **Yes** | No |
| Do you always require subcontractors to name you as additional insured?<br>If "No", please explain: | **Yes** | No |
| Do you have a standard formal agreement with subcontractors?<br>If "No", please explain: | **Yes** | No |
| If "Yes", does it have a hold harmless/indemnification agreement in your favor?<br>If "No", please explain: | **Yes** | No |
| Do you require subcontractors to carry Worker's Compensation?<br>If "No", please explain: | **Yes** | No |

## POLICY ENDORSEMENTS

Amendment of Exclusion For Heating Devices - Welders

Docusign Envelope ID: 0C48EEE5-41D1-4389-BA98-04F13E54FCD0



**NOTICE**

This is a quotation only. No coverage is in effect until an application is approved and policy binder is received. This policy is issued by your insurance company. Nothing is bound until final underwriting approval. Your insurance company may not be subject to all of the insurance laws and regulations of your state. State insurance insolvency guaranty funds may not available. Therefore please consult with your insurance agent for further information.

Please note that your policy is subject to audit. Audits are routinely performed and specifically provided for in the policy. The initial premium is regarded as a deposit premium only since the underwriters are relying on the accuracy of the information provided by the insured. This includes the estimated gross receipts. Thus, the audit is necessary to verify the financial information provided since the premium is based upon these representations. Third Coast Insurance Company policies are audited by Zoom Professional Services. Zoom is the authorized representative in regard to your policy audit. We appreciate your anticipated cooperation.

Initial BJ

**POLICY EXCLUSIONS**

**Section I – Coverages, Coverage A – Bodily Injury and Property Damage Liability**: Expected or Intended Injury; Action Over; Worker's Compensation and Similar Laws; Aircraft, Auto or Watercraft; Mobile Equipment; Drywall Manufactured in China; Exterior Insulation and Finish Systems ("EIFS"); Assault and Battery; Professional Services; Damage to Property; Damage to Your Product; Damage to Your Work; Damage to Impaired Property or Property Not Physically Injured; Recall of Products; Work or Impaired Property; Personal and Advertising Injury; Subsidence, Movement, or Vibration of Land; School or Recreational Facility; Deleterious Substances; Open Structure "Water" Damage; Heating Devices; Explosives; Communicable Disease; Abuse or Molestation; Prior Work and Prior Products; Wrap Up. Common Policy Exclusions: Past Work or Construction Projects; Buildings and Structures Exceeding Three Stories; Water or Fire Damage Liability; Hospital, Medical or Care Facilities; Physical or Mental Disability or Impairment; Material Misrepresentation; Overspray; House/Structure Raising; Fall from Heights; Animals; Independent Contractors/Subcontractors Sublimit; Airports; House of Worship; Underground Utility Location; Fire Suppression Systems; Collapse; Injury or Damage to Day Laborers; Undisclosed Waterproofing Operations; Abandoned Work; Urethane or Spray Roofing; Museums and Historic Buildings and Structures; Tract Home Project. **Coverage B – Personal and Advertising Injury**: Knowing Violation of Rights of Another; Material Published with Knowledge of Falsity; Material Published Prior to Policy Period; Insureds in Media and Internet Type Business; Electronic Chat Rooms, Bulletin Boards, or Social Media; Unauthorized Use of Another's Name or Product; "Bodily Injury" and "Property Damage" ; Quality or Performance of Goods – Failure to Conform to Statements; Wrong Description of Prices; Infringement of Copyright, Patent, Trademark or Trade Secret; Expected or Intended Injury or Damage; Common Policy Exclusions. **Coverage C – Medical Payments**: Any Insured; Hired Person; Injury on Normally Occupied Premises; Workers Compensation and Similar Laws; Athletic Activities; Products-Completed Operations Hazard, Coverage A and B Exclusions. **Section II. Common Policy Exclusions**: Breach of Contract/Contractual Liability; Employer's Liability; Pollution; Residential Project/Structure Size Restriction Exclusion; Commercial or Mixed Use Building/Project Size Restriction Exclusion; Multi-Unit Structures; War or Terrorism; Employment Practices; Cross Suits; Fraudulent, Intentional, or Criminal Acts; Unlicensed Contractors; Non-Compliance with Safety Regulations; Prior Litigation; Prior Knowledge; Ongoing Operations; Unsolicited Communications; Punitive Damages, Fines or Penalties; Attorney, Expert, and Vendor Fees and Costs of Others; Classification Limitation Exclusion; Social and Entertainment Activities and Events; Force Majeure or Acts of God; Liquor Liability; State Specific Operations; Electronic Data; Mental Injury; Roofing Operations; Louisiana Operations; Slip and Fall, Underground Horizontal Drilling, Cyber.

**Please refer to the policy for a complete list of exclusions. This list is subject to change and may differ from prior policy years.**

*** I have read and understand the policy exclusions identified above. Initial** BJ

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Applicant

Docusign Envelope ID: 0C48EEE5-41D1-4389-BA98-04F13E54FCD0

Insurance Application

## APPLICATION AGREEMENT

The purpose of this application is to assist in the underwriting process information contained herein is specifically relied upon in determination of insurability. The no loss letter shall be the basis of any insurance that may be issued and will be a part of such policy. The undersigned, therefore, warrants that the information contained herein is true and accurate to the best of his/her knowledge, information and belief.

The undersigned Applicant warrants that the above statements and particulars, together with any attached or appended documents or materials ("this Application"), are true and complete and do not misrepresent, misstate or omit any material facts. The undersigned Applicant warrants that the representations and information supplied in each of the above sections entitled Applicant Information, Entity of Company, Additional Business Names, Description of Operations, Estimated Exposures, Previous Exposures, Work Experience and related information are specifically relied upon in the determination of insurability, are material to the risk to be insured, and will be a part of any policy issued. The undersigned Applicant understands that any misrepresentation or omission of any information in any part of this Application shall constitute grounds for immediate cancellation of coverage and denial of claims, if any. It is further understood that the applicant and or affiliated company is under a continuing obligation to immediately notify his/her underwriter through his/her broker of any material alteration of the information given. The Applicant agrees to notify the Company of any material changes in the answers to the questions on this Application which may arise prior to the effective date of any policy issued pursuant to this Application. The Applicant understands that any outstanding quotations may be modified or withdrawn based upon such changes at the sole discretion of the Company.

Notwithstanding any of the foregoing, the Applicant understands the Company is not obligated nor under any duty to issue a policy of insurance based upon this Application. The Applicant further understands that, if a policy is issued, this Application will be incorporated into and form a part of such policy and any false information provided on this application will result in the nullification of such policy. Furthermore, the Applicant authorizes the Company, as administrative and servicing manager, to make any investigation and inquiry in connection with the Application as it may deem necessary.

For your protection, this information is provided as required by applicable State and Federal law. Any person who knowingly presents false, fraudulent, misleading, incomplete or misleading facts or information or aids, abets, solicits, or conspires with any person to do so, for the purpose of obtaining insurance coverage, amending insurance coverage, seeking insurance benefits or to make a claim for the payment of a loss, is unlawful and is guilty of a crime and may be subject to fines and confinement in state or federal prison.

Initial Initial

The applicant acknowledges that explanation of the terms, conditions and provisions of the policy of insurance, including but not limited to coverage being afforded, amendments, endorsements, exclusions and any other such information effecting the policy of insurance are provided solely by the applicant`s agent, broker or producer and NOT the Company. The coverage type, nature, amounts and insurance needs of the applicant are the sole responsibility of the applicant and its agent/ broker or producer. The applicant understands the agent/ broker or producer has no authority to act on behalf of the insurance company.

Initial Initial

Applicant acknowledges that this policy is subject to a self-insured retention. The total limit of liability as stated in the policy declarations shall apply in excess of the self-insured retention. The limits of insurance applicable to such coverages will not be reduced by the amount of such self-insured retention. This policy applies only to the amount excess of the self-insured retention. Complete satisfaction of the SIR by the applicant is a "condition precedent" to Company`s duty to defend and/or indemnity. Please note that Company is not obligated to defend and/or indemnify the applicant until the SIR is paid in full. The self-insured retention shall remain applicable even if you file for bankruptcy, discontinues business or otherwise becomes unable to unwilling to pay the self-insured retention. The risk of insolvency is retained by you and is not transferrable. Please consult your policy for the full terms and conditions of the SIR.

Initial Initial

If you are applying for a "claims made" policy then please note that policy provides coverage only for "claims made" and reported to the company in writing during the policy period. Thus there is NO retroactive coverage. Please consult your policy and or agent/broker for further information.

Initial Initial

The coverage provided by your policy may also be subject to other limitations including, but not limited to, sublimits of liability and/or, per- project shared aggregate limits of liability. In addition, defense costs and claim expenses are included within the applicable limits of liability. This means that the limits of liability available to pay indemnity, settlements, judgments and "claim expenses" will be reduced, and may be exhausted, by payment of "claim expenses" including payment of any defense fees and costs. Please consult your policy and or agent/broker for further information.

Initial Initial

Applicants must strictly comply with all applicable state and/or other governmental licensing requirements and regulations. Should an applicant`s license become suspended, revoked or inactive at any time during the policy period, then NO coverage will be afforded under the policy.

Initial Initial

*** Deposit Premium & Fees are fully earned.**

We will compute all premiums for this policy in accordance with our rules and rates. Premium shown in this policy as advance premium is a deposit premium only and is based upon the information provided by the applicant and or its agent. This information is subject to audit.

Please note that issuance of the policy includes membership in Preferred Contractors Association (PCA). For a complete list of benefits and information, visit the website at www.pcamembers.com

Signed by: ED2C07B8E38B492...

Signature of Applicant — Date: 10/3/2025

Owner operator

Title (Owner, Officer, Partner)

Signed by: FE655A2E611A4F...

Signature of Producer (Agent or Broker)

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Applicant