This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium.

Figure: 28 TAC §1.601(a)(2)(B)

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

Sutton Specialty Insurance Company

To get information or file a complaint with your insurance company:

Call: General Counsel at (760) 599-7242
Toll-free: (866) 716-7242
Email: info@sisinsure.com
Mail: 1811 Aston Ave, Carlsbad, CA 92008

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros. Si no lo hace, podría perder su derecho para apelar.

Sutton Specialty Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros:

Llame a: General Counsel al (760) 599-7242
Teléfono gratuito: (866) 716-7242
Correo electrónico: info@sisinsure.com
Dirección postal: 1811 Aston Ave, Carlsbad, CA 92008

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439
Presente una queja en: www.tdi.texas.gov
Correo electrónico: ConsumerProtection@tdi.texas.gov
Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

Policy Summary & Fee Disclosure

Athletic roofing

18047 Whispering Gables Lane,
Dallas, TX 75287

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	$1,560.60
Surplus Lines Tax	$104.02
Stamping Tax	$0.86
Association Dues	$348.84
Policy Fee	$117.65
Inspection Fee	$117.65
Total	$2,249.62

SUTTON NATIONAL

SUTTON SPECIALTY INSURANCE COMPANY

COMMERCIAL GENERAL LIABILITY POLICY

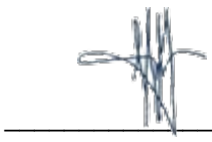
FOR QUESTIONS CONCERNING POLICY COVERAGE,
CONTACT THE AGENT OR BROKER, SHOWN ON YOUR DECLARATIONS PAGE.

FOR OTHER ASSISTANCE, CALL:

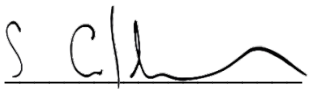
CLAIMS: (866) 472-7662

CUSTOMER CARE: (888) 531-4722

IN WITNESS WHEREOF, Sutton Specialty Insurance 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 our authorized representative.



Lloyd Yavener, President



Simon Gildener, Secretary

Sutton Specialty Insurance Company
110 E. Atlantic Ave.,
Suite 330
Delray Beach, FL 33444

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.

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Privacy Policy

Last Updated: June 1, 2024

I. Who Are We?

Sutton Specialty Insurance Company ("Sutton Specialty") is an insurance company headquartered in Delray Beach, Florida, USA.

If you have any questions or comments about this Privacy Policy or our practices, or wish to make a request regarding your Personal Information, please contact us as follows:

Sutton Specialty Insurance Company
110 E. Atlantic Ave.
Suite 330
Delray Beach, Florida 33444
Phone: 888-846-4238
contact@suttonnational.com

II. What is Covered by This Privacy Policy?

This Privacy Policy describes Sutton Specialty's policies and practices regarding its collection and use of your personal data and sets forth your privacy rights. This Privacy Policy applies both to our online information gathering and dissemination practices in connection with this website and its various pages (the "Site"), and personal information we collect or receive offline, whether directly from you or from other sources. When you use the Site, you consent to the use of your information in the manner specified in this Privacy Policy.

If you have arrived at this Privacy Policy by clicking through a link on our Site, or by searching for or clicking on a link directing you to any page of our Site, then this Privacy Policy applies to you. This policy may change periodically, as we undertake new personal data practices or adopt new privacy policies, so please check back from time to time. By your continued use of the Site, you consent to the terms of the revised policy.

Use of our Site is strictly limited to persons who are of legal age in the jurisdictions in which they reside. You must be at least eighteen (18) years of age to use our Site. If you are not at least 18 years of age, please do not use or provide any information through this Site.

This Privacy Policy does not apply to any website owned and/or operated by or on behalf of any other entity, including any entities that may have invested in our company or other affiliates or business partners, even if our Site posts a link to those other websites and you click through from our Site. To the extent that you visit and/or disclose information through other sites, you are subject to the privacy policies and practices of those sites.

III. What Personal Information Do We Collect, From Where, And Why?

The following is a description of: (i) the categories of Personal Information we may have collected in the preceding 12 months, whether offline or online; (ii) the sources from which we may have collected it; and (iii) the business purposes for which we may have collected it.

A. Information we do NOT knowingly collect.

We do not knowingly solicit, collect, or receive information from or about minors (under the age of eighteen) or persons residing outside the U.S.A.

B. Information that You provide to us directly.

Through our Site or for Customer Service

You may choose to voluntarily submit or otherwise disclose personal information to us (*e.g.*, name, email address, phone number, and a personalized message about your inquiry), through the "Contact Us" features on our Site, or through mail, e-mail, telephone, fax or electronically. If you initiate contact or correspond with us, we may keep a record of your contact information and correspondence, whether oral or written, and we reserve the right to use your contact information, and any other information that you provide to us in your message, to respond thereto or to offer customer service and attempt to resolve your request or inquiry.

If you wish to change or correct any information voluntarily submitted to us, please do so by contacting us in the manner described above.

When Applying for our Product or Creating a Contract with Us

You may submit information to us when you apply for services or products that we offer and/or create an account with us. This information typically includes your name, email address, address, phone number, date of birth, social security number, income information, and account information, bank account information, login and passcode, lawsuit or judgment information, insurance information, etc. We use this information to respond to your inquiries and requests; provide support services to you; assess your satisfaction with our services; protect against and detect fraud in relation to your contract. We use this information to determine whether to issue a contract and to administer contracts when issued. We may need similar information to change the owner designation of the contract, support a change of address, or other administrative requirements.

Disbursing Proceeds to You

If we are paying a claim for one of our products, we or our delegees may collect certain information about you or your name, contact information, address, bank account information, and other related facts. We use this information to administer contracts when issued, to determine when you are eligible for payment on a claim, and to make payments on claims.

When Applying for a Job with Us

You may choose to voluntarily submit information to us when you apply to work for us as an employee or independent contractor. This information typically includes your name, email address, address, phone number, resumé (including but not limited to, employment history, education information, skills, interests). We use this information to evaluate your application.

C. Information from Third Parties acting on your behalf.

We may receive and maintain personal information (*e.g.*, name, address, telephone number, email address, date of birth, social security number, account numbers, account balances, account values, investments, financial or banking information.) contained in communications with someone other than you, such as your spouse, power of attorney, authorized representative, custodians or your attorney.

D. Information we receive from our Service Providers.

We receive and maintain personal information from our Service Providers. Service Providers are persons or entities that we contract with to provide a material service in connection with property and casualty insurance products. Information that we typically may receive includes IP address, web activity, geolocation, residential address, phone number, financial information, letter vendors, bankruptcy activity letter correspondence, and email communications.

E. Information automatically collected by Use of this Site.

As with most websites, our Site automatically collects certain information during a user's visit to the Site. The information may include internet protocol (IP) addresses, the location where the device is accessing the internet, browser type, operating system and other information about the usage of the Site, including a history of pages viewed. We use this information to improve the Site's design, estimate user volume and usage patterns, speed up searches, and improve the user experience by customizing options and recognizing return users. We may also use this information to help diagnose problems with our server and to administer our website, analyze trends, track visitor movements, and gather broad demographic information that assists us in identifying visitor preferences. More specifically:

(i) IP Address

Each time you visit our Site, we may automatically collect your internet protocol (IP) address and the web page from which you came. In order to administer and optimize the Site for you and to diagnose and resolve potential issues with or security threats to our Site or to the company, we may use an IP address to help identify users and to gather broad demographic information about them.

(ii) Cookies, Pixel Tags, and Web Beacons

Cookies (browser or flash) are small files that a site or its service provider transfers to your device through your web browser (if you allow) that enables the site's or service provider's systems to recognize your browser and capture and remember certain information. We use cookies to optimize Site functionality and improve a user's experience while navigating through the Site. Most or all browsers permit you to disable or reject cookies. You can do this by adjusting your preferences in the browser. **You can also click on the "Privacy and Cookies Policy" banner at the bottom of the Site and adjust Cookie Settings to accept or reject certain cookies used by our Site.**

Our Site may incorporate "pixel tags," "web beacons," or similar tracking technologies (collectively, "pixel tags") that track the actions of Site users. Pixel tags are used to collect information, such as the internet service provider, IP address, the type of browser software and operating system being used, the date and time the Site is accessed, the website address, if any, from which a user linked directly to the Site and/or the website address, if any, to which the user travels from the Site and other similar traffic-related information.

We may aggregate information collected from Site visits by various users to help us improve the Site and the services that we provide through the Site.

(iii) Do Not Track

Our Site tracks when visitors to our website enter through a marketing landing page. The Site also keeps a record of third-party websites accessed when a user is on our Site and clicks on a hyperlink. But we do not track users to subsequent sites and do not serve targeted advertising to them.

(iv) Analytics Information

Web servers for the Site may gather certain anonymous navigational information about where visitors go on our Site and information about the technical efficiencies of our Site and services. Anonymous information does not directly or indirectly identify, and cannot reasonably be used to identify, a particular individual. Examples of anonymous information may include certain information about the internet browser, domain type, service provider and IP address information collected through tracking technologies and aggregated or de-identified data. We use anonymous analytics information to operate, maintain, and provide to you the features and functionality of the Site.

We use Google Analytics ("GA") and other analytics tools for aggregated, anonymized website traffic analysis. In order to track session usage, Google drops a cookie with a randomly generated ClientID in a user's browser. This ID is anonymized and contains no identifiable information like email, phone number, name, etc. We also send Google IP Addresses. We use GA to track aggregated website behavior, such as what pages a user looked at, for how long, etc. This information helps us improve the user experience and

determine Site effectiveness. You have the option to delete your cookies and/or install the Google Analytics Opt-Out Browser Add-On. (https://tools.google.com/dlpage/gaoptout).

IV. What Personal Information Do We Share with Others?

A. We Do Not Sell Personal Information.

We do not sell any of your Personal Information. Except as described in this Privacy Policy, we also do not disclose to third-parties information about your visits to our Site. **Accordingly, Sutton Specialty has not sold Personal Information since the acquisition of the company on January 1, 2019, by its new owners.**

We do not knowingly collect and do not, and will not, sell Personal Information of minors under 18 years of age without first obtaining affirmative authorization.

B. Sharing Information with our Affiliates and Service Providers.

We may share your non-public personal information and other information that we have collected with our affiliates and Service Providers.

Service Providers are persons and entities that we contract with to provide us a material service in connection with our business activities. Our Service Providers include law firms, accounting firms, accounts receivable management companies, data analytics companies, location service companies, delivery services, technological support companies, banks, or other financial institutions.

In connection with providing business services to us, one or more of our Service Providers may have access to your non-public personal information. This personal information will not be used for any purpose other than as reasonably necessary to perform a business purpose that we authorize, and it will not be further used by the Service Provider or disclosed to any Third Party.

C. Sharing Information with our Investors.

We may share your non-public personal information and other information that we have collected with entities that invest in our company. This information may include a name, address, phone number, e-mail address, date of birth, social security number, financial or banking information, credit information, account numbers, account balances, payment information, information contained on credit, service, or product applications, insurance applications or claims, etc.

An investor may have access to, receive, or use this information for purposes of auditing, risk management, and in connection with the shared services the investor offers to us as a portfolio

company, including accounting, legal, capital markets, data analytics, human resources, information technology and marketing services.

D. Sharing Personal Information at Your Direction.

We may share your personal information with Third Parties to whom you authorize us in advance to intentionally disclose to or allow to use your personal information in connection with the services that we provide.

E. Sale of our Company or Company Assets.

In the event of a sale, assignment, liquidation, or transfer of our assets or of any portion of our business, we reserve the right to transfer any and all information that we collect from individuals, or that we otherwise collect in connection with use of the Site, to unaffiliated third party purchasers.

F. Monitoring, Law Enforcement and Legal Requests.

We reserve the right, at all times, to monitor, review, retain and/or disclose any information, including non-public personal information, as may be necessary to satisfy any applicable law, regulation, legal process or governmental request or to cooperate with or comply with requests from law enforcement and other authorities. We may also use such personal information if required to internally investigate fraud or when it is necessary to protect the Site, the company, our affiliates, or others.

G. Our Internal Use and Research

We reserve the right to use and disclose de-identified information; anonymized information; aggregated information or publicly available information that has not been combined with nonpublic personal information for purposes including, but not limited to, our own internal use, data mining, and research.

V. How Do We Protect Personal Information?

We take reasonable security procedures and practices appropriate to protect personal Information from loss, misuse, unauthorized access, disclosure, alteration and destruction. We maintain physical, electronic and procedural safeguards designed to protect against the unauthorized disclosure of personal information, and personal information is disposed of properly and securely utilizing industry standards. Our data security policies and practices are periodically reviewed and modified as necessary.

VI. Terms of Use

Please also visit our Terms of Use section establishing the use, disclaimers, and limitations of liability governing the use of our Site.

**** THE INFORMATION BELOW APPLIES TO CALIFORNIA RESIDENTS ****

VII. Your Rights Under The California Consumer Privacy Act.

A. The CCPA and "Personal Information."

The California Consumer Privacy Act ("CCPA"), effective as of January 1, 2020, grants privacy rights to California consumers in connection with their Personal Information.

Personal Information ("PI") is "information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household."

A consumer has rights regarding his/her PI when dealing with a covered business, including:

- A right to know what PI is collected regardless whether electronically or orally, used, shared or sold by the business;
- A right to access PI collected and retained by the business;
- A right to require businesses and, by extension, their service providers, to delete PI, subject to certain exceptions;
- A right to opt-out of the business' sale of PI; and
- A right to non-discrimination in terms of pricing or service for choosing to exercise a privacy right under the CCPA.

B. Consumer Right to a Notice of Collection.

A business subject to the CCPA must, at or before the point of collection of PI, inform a consumer as to the categories to be collected and the purposes for which it shall be used. A service provider that receives or collects PI on behalf of, or at the direction of, a covered business may not be required to provide a notice of collection.

C. Consumer Right to Know.

A covered business must disclose in its privacy policy the PI it has collected, sold, or disclosed for a business purpose in the past 12 months.

Collection: A business must disclose the following in response to a verifiable request:

- The categories of PI the business has collected about the consumer;
- The categories of sources from which that PI was collected;
- The business or commercial purpose for collecting or selling PI;
- The categories of third parties with which the business shares PI; and
- The specific pieces of PI the business has collected about the consumer making the request;

Sale: A business that sells PI or discloses it for a business purpose must disclose, in response to a verifiable request, the following:

- The categories of PI collected about the individual consumer
- The categories of PI the business sold about the individual consumer, and the categories of third parties to which it was sold. Or, if the business has not sold any of the consumer's PI, it must state that fact.
- The categories of PI the business has disclosed about the individual consumer for a business purpose. Or, if the business has not disclosed the consumer's PI for a business purpose, it must state that fact.

D. Consumer Right to Delete Directed to a Covered Business.

A California consumer has the right to request that a covered business delete his/her PI, subject to certain exceptions. Once a request is reasonably verified by the covered business, the PI requested to be deleted must be removed from the records held by that business. The business must also direct its Service Providers with whom the information was shared to also delete the information, unless it is subject to an exception.

A request to delete may be denied if retaining the information is necessary for the business or its Service Providers to:

1. Complete the transaction for which it collected the PI, provide a good or service requested by the consumer, take action reasonably anticipated within the context of the ongoing business relationship with the consumer, or otherwise perform a contract with the consumer.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).

6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on the consumer's relationship with the business.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of the information that are compatible with the context in which the consumer provided it.

E. Consumer Right to Non-Discrimination.

A business must not discriminate against a consumer who exercises CCPA rights. A business may charge different prices or provide a different quality of goods or services, but only if the difference is reasonably related to the value provided to the consumer by the consumer's data. A business may offer financial incentives to a consumer for the collection, sale, or deletion of personal information on a prior, opt-in consent basis.

F. Consumer Right to Opt-Out.

A covered business that sells PI to third parties must provide notice to consumers and clearly inform them of the right to opt out of the sale. A business that sells PI also must provide a "Do Not Sell My Personal Information" link on its internet homepage that links to a webpage that enables the consumer to opt out of the sale of his or her PI.

A business is prohibited from selling the PI of a consumer the business knows is less than 16 years of age, unless (for a child between 13 and 16 years of age) the child has affirmatively authorized the sale or (for a child less than 13 years of age) the child's parent or guardian has affirmatively authorized the sale.

G. Privacy Policy Requirements.

A covered business must include the following in its online privacy policy, which should be updated every 12 months:

- A description of consumer CCPA rights, including the right to opt out of the sale of PI and a separate link to a "Do Not Sell My Personal Information" internet webpage if the business sells PI;
- The method(s) by which a CCPA request can be submitted; and
- A list of the categories of PI the business has collected, sold, or disclosed for a business purpose in the preceding 12 months.

VIII. How Do I Make a CCPA Request?

A. Instructions for Submitting a Request.

If you are a California consumer and wish to make a CCPA request to us, you may submit your request by:

Fill out a Form on our Website: https://suttonnational.com/privacy-requests

Call us, Toll-Free, at: 1-877-201-1125

We will confirm receipt of your request within 10 days of receiving it. The confirmation will provide a ticket number for your request, information about how we will process and attempt to verify your request, and by when you should expect to receive a response.

Note that we are only required to respond to your request to know - for access or data portability – two times in any 12-month period.

We are required to keep records of your CCPA request for at least 24 months, including any assigned ticket number, the request date and nature of the request, the manner in which the request was made, the date and nature of our response, and the basis for the denial of the request if the request is denied in whole or in part.

B. We Need to Verify Your CCPA Request.

We need to be reasonably sure that the person making the request regarding your PI is you, or a representative that you have authorized to make a request on your behalf.

We cannot respond to your request or provide you with PI if we cannot verify your identity or your authority to make a request on behalf of another person. Accordingly, at the time you submit your request, we will request that you provide us certain information, such as your full name, date of birth, and address, that will allow us to attempt to reasonably verify you are either the person about whom we collected PI or an authorized representative of that person.

To the extent possible, we will not ask you for new PI to verify your request but will instead attempt to use the verification data you provide to cross-check information available in existing records. If we are unable to verify your request without requesting new PI, we will delete that new information as soon as practical after processing your CCPA request, except as may be required to comply with the CCPA's request record retention requirements.

You are not required to create an account with us to verify your request. We will only use PI you provide for verification to attempt to verify your identify or your authority to make the request for another person.

Please note that certain requests require different levels of verification, depending on the sensitivity of the information at issue. For example, if you request to know the specific pieces of information we hold, and not just the categories, we will require, in addition to matching data points, your submission of a written declaration under penalty of perjury that you are the consumer whose PI is the subject of the request. In addition, certain pieces of information, such as a social

security number, driver's license number or other government-issued identification number, or financial account information, will not be disclosed in response to a CCPA request.

If you wish to authorize someone else to act on your behalf, we must receive proof that this person is authorized to do so. Proof can be provided by a consumer verifying his/her own identity directly with us and then providing written authority for a designated person to act on the consumer's behalf, or through receipt of a power of attorney or proof that the person is registered with the California Secretary of State as your designated authorized representative. You may also make a verifiable consumer request on behalf of your minor child.

C. Our Response to Your CCPA Request.

Within 10 days of receipt of your CCPA request, we will provide an initial confirmation of receipt with an assigned ticket number by email or U.S. Mail.

If you submit a Request to Delete, we must re-confirm your choice to delete the specified information after your request has been verified and before the data is deleted.

We strive to provide a response to a verifiable consumer request within 45 days of its receipt, regardless of the time it takes to verify the request. If we need additional time, we will inform you of the reason.

We will send our response to your request by U.S. mail or email, at your option. Any information we provide will cover only the 12-month period preceding receipt of your request.

If we cannot respond to or comply with your Request to Know or Request to Delete, say because we cannot verify your identity or because an exception applies, we will explain our reasoning and decision in our response.

We do not charge a fee to process or respond to your request unless it is excessive, repetitive, or manifestly unfounded, and we have informed you in writing of the reasoning behind a charge and its estimated cost. We will provide a cost estimate before completing your request if we determine that a charge is warranted.

IX. How Do I Get Information Regarding Pending CCPA Requests?

If you have any questions about a pending CCPA request, please contact us as follows, and provide your ticket number:

Call us, Toll-Free, at: 1-877-201-1125

E-mail Us at: contact@suttonnational.com

SUTTON NATIONAL

SUTTON SPECIALTY 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.

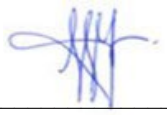
Except as set forth above, all of the terms, conditions and exclusions of this policy apply and remain in effect.

Policy No.: ISCPC04000084882

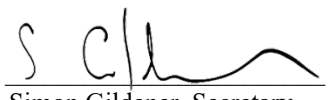
Date: 06/03/2026

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

Sutton Specialty Insurance Company

By: 

Lloyd Yavener, President



Simon Gildener, Secretary

SUTTON NATIONAL

CLAIMS MADE AND REPORTED
COMMERCIAL GENERAL LIABILITY POLICY
DECLARATIONS

Policy No. ISCPC04000084882 **New Policy**

Athletic roofing

Mailing Address:
18047 Whispering Gables Lane, Dallas, TX 75287

Physical Address:
18047 Whispering Gables Lane, Dallas, TX 75287

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

TERM

Named Insured: Athletic roofing

Insurance Company: Sutton Specialty Insurance Company

Policy Period: From 06/03/2026 to 06/03/2027 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 06/03/2026

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 SSI 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.**

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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	$1,560.60	
Surplus Lines Tax	$104.02	
Stamping Tax	$0.86	

POLICY FORMS
COMMERCIAL GENERAL LIABILITY POLICY DECLARATIONS - FORM SSI CM DEC 01 01 0123 **MANUSCRIPT COMMERCIAL GENERAL LIABILITY COVERAGE FORM - SSI GL 01 00 0123** **POLICY ENDORSEMENTS - SEE LIST OF STANDARD ENDORSEMENTS BELOW, AND THE SCHEDULE OF ADDITIONAL ENDORSEMENTS MADE PART OF THIS POLICY.** **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 SSI CMR 00 00 0621 (CLAIMS MADE AND REPORTED LIMITATION). PLEASE CONSULT AND REVIEW YOUR POLICY CAREFULLY.**

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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.

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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:

Deletion of Roofing Operations Exclusion

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 Sutton Specialty Insurance Company**, 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 Sutton Specialty Insurance Company,** 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 (SSI 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**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF SERVICE OF SUIT

In the event you feel that we have failed to pay a claim according to the terms of the policy, you may start "suit" against us. We will obey the order of any court of competent jurisdiction within the United States and will comply with all requirements necessary to give the court jurisdiction, and all such matters shall be determined according to the law and practice of the court.

In any "suit" brought against us concerning your policy, we will abide by the final decision of the court, including any appellate court in the event of an appeal.

Service of Suit may be made upon the Commissioner of Insurance or any other officer specified by the statute, or his/her successors in office, as our true and lawful attorney for Service of Suit instituted by you, or on your behalf or on behalf of your beneficiary, in regard to your policy and designated that such process should be mailed to Sutton Specialty Insurance Company, ATTN: General Counsel, 110 E. Atlantic Ave., Suite 330, Delray Beach, FL 33444. He or She is authorized to accept Service of Suit on our behalf and/or provide written notice that we will appear in court, if "suit" is instituted.

All other terms, conditions and agreements remain unchanged.

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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.

SUTTON NATIONAL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

SUTTON SPECIALTY 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.: ISCPC04000084882

Date: 06/03/2026

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

Sutton Specialty Insurance Company

By: _____
Lloyd Yavener, President

_____
Simon Gildener, Secretary

SUTTON NATIONAL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

SUTTON SPECIALTY INSURANCE COMPANY

COMMERCIAL GENERAL LIABILITY POLICY

EXCLUSION – LOUISIANA 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 the following:

Any operations performed by the Named Insured or on behalf of the Named Insured, in or for the State of Louisiana, or arising out of operations performed by or on behalf of the Named Insured that subject any insured to the laws of the State of Louisiana, even if such operations are performed within the Coverage Territory.

Accordingly, the term "Coverage Territory", as defined in the Policy, shall be amended and defined as follows:

"Coverage territory" means the United State of America (including its territories and possessions), Puerto Rico and Canada. "Coverage territory" shall not include the State of Louisiana.

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

Policy No.: ISCPC04000084882

Date: 06/03/2026

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

Sutton Specialty Insurance Company

By: _____
Lloyd Yavener, President

_____
Simon Gildener, Secretary

SUTTON NATIONAL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

SUTTON SPECIALTY 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.: ISCPC04000084882

Date: 06/03/2026

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

Sutton Specialty Insurance Company

By: _____
Lloyd Yavener, President

_____
Simon Gildener, Secretary

SUTTON NATIONAL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

SUTTON SPECIALTY 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.: ISCPC04000084882

Date: 06/03/2026

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

Sutton Specialty Insurance Company

By: _____ _____

Lloyd Yavener, President Simon Gildener, Secretary

SUTTON NATIONAL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

SUTTON SPECIALTY 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.

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.

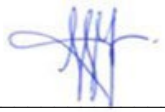
Except as set forth above, all of the terms, conditions and exclusions of this policy apply and remain in effect, including but not limited to any applicable **sublimit** as provided in the policy.

Policy No.: ISCPC04000084882

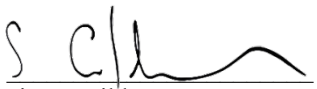
Date: 06/03/2026

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

Sutton Specialty Insurance Company

By: 

Lloyd Yavener, President



Simon Gildener, Secretary

SUTTON NATIONAL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

SUTTON SPECIALTY 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.: ISCPC04000084882

Date: 06/03/2026

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

Sutton Specialty Insurance Company

By: _____

Lloyd Yavener, President

_____

Simon Gildener, Secretary

SUTTON NATIONAL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

SUTTON SPECIALTY 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).

Policy No.: ISCPC04000084882

Date: 06/03/2026

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

Sutton Specialty Insurance Company

By: _____
Lloyd Yavener, President

_____
Simon Gildener, Secretary

SUTTON NATIONAL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

SUTTON SPECIALTY 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.: ISCPC04000084882

Date: 06/03/2026

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

Sutton Specialty Insurance Company

By: _____
Lloyd Yavener, President

_____
Simon Gildener, Secretary

SUTTON NATIONAL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

SUTTON SPECIALTY 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.: ISCPC04000084882

Date: 06/03/2026

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

Sutton Specialty Insurance Company

By: _____
Lloyd Yavener, President

_____
Simon Gildener, Secretary

SUTTON NATIONAL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

SUTTON SPECIALTY 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.: ISCPC04000084882

Date: 06/03/2026

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

Sutton Specialty Insurance Company

By: _____ _____

Lloyd Yavener, President Simon Gildener, Secretary

FRAUD STATEMENT

Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully) * presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully) * presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in AZ: For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

Applicable in CA: For your protection, California law requires that you be made aware of the following: Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in HI: Intentionally or knowingly misrepresenting or concealing a material fact, opinion or intention to obtain coverage, benefits, recovery or compensation when presenting an application for the issuance or renewal of an insurance policy or when presenting a claim for the payment of a loss is a criminal offense punishable by fines or imprisonment, or both.

Applicable in ID: Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

Applicable in IN: Any person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in MN: Any person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

Applicable in NH: Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties. Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

SUTTON NATIONAL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

SUTTON SPECIALTY INSURANCE COMPANY

COMMERCIAL GENERAL LIABILITY POLICY

DELETION OF ROOFING OPERATIONS EXCLUSION

This endorsement modifies insurance provided under the **Policy**:

As of the date and time listed below, in consideration of additional premium it is acknowledged and agreed that the **Roofing Operations Exclusion (Section II - Common Policy Exclusions - Exclusion "ah**"), is hereby deleted:

II. COMMON POLICY EXCLUSIONS
The following exclusions apply equally to Coverage A and Coverage B:

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.

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 the **"Open Structure 'water' Damage"** and **"Urethane or Spray Roofing"** exclusions.

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

Policy No.: ISCPC04000084882

Date: 06/03/2026

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

Sutton Specialty Insurance Company

By: _____ _____

Lloyd Yavener, President Simon Gildener, Secretary

Docusign Envelope ID: 81E97CB5-CBCC-871D-82B5-8170247AE72C

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: 4014308

Date	Insured Information	Quote Information
06/03/2026	**Athletic roofing** Brennan Brown 18047 Whispering Gables Lane, Dallas, TX 75287 (469) 556-2894 email: brennanbrown0816@gmail.com	General Liability Sutton Specialty Insurance Company Manuscript Claims Made Desired Coverage Dates: 06/01/2026 - 06/01/2027

APPLICANT INFORMATION

Mailing Address: **18047 Whispering Gables Lane, Dallas, TX 75287**
FEIN: **N/A**
Entity of Company: **LLC**
Years in Business: **1**
Years of experience in the Trades for which you are applying for insurance: **6**
States in which you do business that for which you are currently applying for insurance: **Texas**
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: **Jump Premium Funding (IPFC)**

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
Roofing (Repair Residential)	**$100,000**

4014308

0032997522P1

Applicant

Initial
BB

Docusign Envelope ID: 81E97CB5-CBCC-871D-82B5-8170247AE72C

CURRENT EXPOSURES

Estimated Total Gross Receipts: **$100,000**
Estimated Sub Contracting Costs: **$30,000**
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:
The process of repairing or remodeling a roof on an existing residential structure.

Percentage of Residential work performed: **100%**
Percentage of Commercial work performed: **0%**
Percentage of New (Ground Up) work performed: **0%**
Percentage of Remodel/Service/Repair work performed: **100%**
Maximum # of Interior Stories: **0**
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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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: **Performs roofing operations as indicated by class code selection.**

Does your company perform any waterproofing?

If "Yes", please explain: Yes **No**

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

POLICY ENDORSEMENTS

Deletion of Roofing Operations Exclusion

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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. Sutton Specialty 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 BB (Initial)

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** BB (Initial)

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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 BB

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 BB

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 BB

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 BB

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 BB

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 BB

*** 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: Brennan Brown
0C542670E1A641A...
Signature of Applicant

6/3/2026
Date

Owner
Title (Owner, Officer, Partner)

Signed by: Sunde Nyah
EE65DA2E611A4F...
Signature of Producer (Agent or Broker)

4014308

0032997522P6

Applicant