

COMMON POLICY

Renewal of Policy Number
RBS0023941

Underwritten by: Scottsdale Insurance Company
Home Office:



One Nationwide Plaza • Columbus, Ohio 43215
Administrative Office:
8877 North Gainey Center Drive • Scottsdale, Arizona 85258
1-800-423-7675 • A Stock Company

Policy Number
RBS0071911

NAMED INSURED AND MAILING ADDRESS

Commercial Door Installers LLC
357 County Road 4869
Azle, TX 76020

POLICY PERIOD

From: 11/15/2020 To: 11/15/2021 Term: 1 year

12:01 A.M., Standard Time at the mailing address shown above.

FORM OF NAMED INSURED'S BUSINESS

- INDIVIDUAL
 PARTNERSHIP
 JOINT VENTURE
 TRUST
 LIMITED LIABILITY COMPANY
 ORGANIZATION, INCLUDING A CORPORATION
 (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE, TRUST OR
 LIMITED LIABILITY COMPANY)

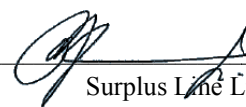
BUSINESS DESCRIPTION 91746 DOOR & WINDOW INSTALLATION/GLAZERS

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART FOR WHICH A MINIMUM AND DEPOSIT PREMIUM IS INDICATED. TWENTY PERCENT (20%) OF THIS DEPOSIT IS FULLY EARNED AT THE INCEPTION DATE OF THIS POLICY. THE FEES ARE FULLY EARNED AT THE TIME OF BINDING. THIS POLICY IS SUBJECT TO AUDIT.

	Amount
Commercial General Liability Coverage Part.....	\$ 750.00
Commercial Inland Marine Coverage Part.....	\$ 0.00
Endorsement Premium.....	\$ 0.00
Inspection Fee.....	\$ 150.00
Policy Fee.....	\$ 325.00
Taxable Amount.....	\$ 1,225.00
TX Stamping Fee.....	\$ 1.84
TX Surplus Lines Tax.....	\$ 59.41

PROCURED BY:

Robert J. Anderson Jr.
43725 Monterey Avenue #A
Palm Desert, CA 92260

By: 
Surplus Line License No.
2232992
1859393

This common policy declaration and the supplemental declaration(s), and schedules, together with the coverage part, coverage forms and endorsements, if any, complete this policy.



**COMMERCIAL GENERAL LIABILITY
DECLARATIONS**

Underwritten by: Scottsdale Insurance Company
Home Office:
One Nationwide Plaza • Columbus, Ohio 43215
Administrative Office:
8877 North Gainey Center Drive • Scottsdale, Arizona 85258
1-800-423-7675 • A Stock Company



Policy Number
RBS0071911

NAMED INSURED AND MAILING ADDRESS

Commercial Door Installers LLC
357 County Road 4869
Azle, TX 76020

POLICY PERIOD From: 11/15/2020 To: 11/15/2021 Term: 1 year

12:01 A.M., Standard Time at the mailing address shown in ITEM 1.

LIMITS OF INSURANCE

Each Occurrence Limit	\$ 1,000,000	
Damage To Premises Rented To You—Fire Damage Limit	\$ 50,000	Any one premises
Medical Expense Limit	\$ 5,000	Any one person
Fire Legal Liability (Damage To Premises Rented To You)	\$ 50,000	Any one occurrence
Personal Injury And Advertising Injury Limit	\$ 1,000,000	Any one person or organization
General Aggregate Limit	\$ 2,000,000	
Products/Completed Operations Aggregate Limit	\$ 1,000,000	
Torch Down Or Hot Tar Roofing Sub-Limit	\$	Not Applicable
Heating Device Sub-Limit	\$	Not Applicable

**DEFENSE EXPENSES, AS THAT TERM IS DEFINED IN THE POLICY, ARE INCLUDED
WITHIN THE LIMITS OF LIABILITY PROVIDED BY THIS POLICY.**

DEDUCTIBLE PER CLAIM: \$ _____ \$500

SCHEDULE OF PREMISES 357 County Road 4869 Azle, TX 76020

CLASSIFICATION AND PREMIUM

Classification	Class Code	Premium Basis *Per \$1,000 Gross Receipts	Rate	Premium
DOOR & WINDOW INSTALLATION/GLAZERS	91746	40,000	10.27	411
		Adjustment for Minimum Premium		339
TOTAL MINIMUM AND DEPOSIT PREMIUM				750

* Definition: Gross amount billed during the policy period.

Guaranty Fund Nonparticipation Notice

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 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 or HMO 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 or HMO. If you don't, you may lose your right to appeal.

Shield Commercial Insurance Services, Inc.

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

Call: Shield Commercial Ins. at 760-345-9029

Online: www.shieldins.net

Email: cesposito@shieldins.net

Mail: 43725 Monterey Ave Ste. A, Palm Desert, CA 92260

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 o HMO. 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 o HMO. Si no lo hace, podría perder su derecho para apelar.

Shield Commercial Insurance Services, Inc.

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

Llame a: Shield Commercial Ins. al 760-345-9029

En línea: www.shieldins.net

Correo electrónico: cesposito@shieldins.net

Dirección postal: 43725 Monterey Ave ste A, Palm Desert, CA 92260

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



SCOTTSDALE INSURANCE COMPANY®

Policy No.: RBS0071911 Effective Date: 11/15/2020

(12:01 A.M. Standard Time)

Named Insured: Commercial Door Installers LLC Agent No.: 047BZ


SCHEDULE OF FORMS AND ENDORSEMENTS

FORM NUMBER AND EDITION DATE	FORM TITLE
SDS-D-1-0118	Contractors Shield Common Policy Declarations
SDS-D-2-0119	Supplemental Declarations Page
TX - Guaranty Fund	TX Guaranty Fund Nonparticipation Notice
TX - Complaint - Shield	Texas - Important Notice (attach to Texas policies)
SDS-1-0118	Schedule of Forms
UTS-COVPG 01-16	NW Signature Page
NOTS0595CW-0118	Notice to Policyholder - Important Claim Information
CG 21 84-0108	Exclusion of Certified Nuclear, Biological, Chemical or Radiological Acts of Terrorism
IL 00 21-1194	Nuclear Energy Liability Exclusion
CG 21 70-0108	Cap on Losses from Certified Acts of Terrorism
IL 09 85-0115	Disclosure Pursuant to Terrorism Risk Insurance Act of 2002
UTS-9g-0596	Service of Suits
SDS-23 (09-20)	Bodily Injury On Property Owned By the Insured Exclusion With Exceptions
SDS-P-1 (09-20)	Contractors Shield Commercial General Liability Coverage Form
SDS-21 (09-20)	Previously Completed Work or Product Extension
SDS-6-0119	Blanket Additional Insured Endorsement
SDS-8-0118	Blanket Additional Insured - Ongoing Operations - Owners, Lessees or Contractors - Primary and Noncontributory
SDS-17-0118	Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation)
SDS-69 (09-20)	New Residential Construction Exclusion With Exceptions



Underwritten by: Scottsdale Insurance Company
Home Office: One Nationwide Plaza • Columbus, Ohio 43215
Administrative Office: 8877 North Gainey Center Drive • Scottsdale, Arizona 85258
1-800-423-7675 • A Stock Company

In Witness Whereof, the Company has caused this policy to be executed and attested.


Secretary


President

The information contained herein replaces any similar information contained elsewhere in the policy.

Scottsdale Insurance Company
NOTICE TO POLICYHOLDER

IMPORTANT CLAIM INFORMATION

TO REPORT A CLAIM OR IF YOU HAVE ANY QUESTIONS RELATED TO A CLAIM,
PLEASE REFER THESE MATTERS TO THE ADMINISTRATORS AS OUTLINED BELOW:

FOR ALL GENERAL LIABILITY LOSSES:

PLEASE CALL OR EMAIL:

Shield Commercial Insurance Services, Inc.
43725 Monterey Avenue, Suite A
Palm Desert, CA 92260
Phone: 760-345-9029
Fax: 800-345-4851
Email: claims@shieldins.net

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED NUCLEAR, BIOLOGICAL, CHEMICAL OR RADIOLOGICAL ACTS OF TERRORISM; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

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

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism". However, this exclusion applies only when one or more of the following are attributed to such act:

1. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
2. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
3. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

- C. In the event of any incident of a "certified act of terrorism" that is not subject to this exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Coverage Part.

D. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
 COMMERCIAL AUTO COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 FARM COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART
 SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF
 TRANSPORTATION
 UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:
 - A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
 - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
 - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:

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

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

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

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

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

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

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

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

SCHEDULE – PART I

Terrorism Premium (Certified Acts) \$ 0

This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):

RBS0071911

Additional information, if any, concerning the terrorism premium:

SCHEDULE – PART II

Federal share of terrorism losses 80 % Year: 20 20

(Refer to Paragraph B. in this endorsement.)

Federal share of terrorism losses 80 % Year: 20 21

(Refer to Paragraph B. in this endorsement.)

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

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
RBS0071911	11/15/2020	Commercial Door Installers LLC	047BZ

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT CLAUSE

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due under this policy, the Company at the request of the Insured (or reinsured), will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give the Court jurisdiction. All matters which arise will be determined in accordance with the law and practice of the Court. In a suit instituted against any one of them under this contract, the Company agrees to abide by the final decision of the Court or of any Appellate Court in the event of an appeal.

Pursuant to any statute of any state, territory or district of the United States of America which makes a provision, the Company will designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the Insured (or reinsured) or any beneficiary arising out of this contract of insurance (or reinsurance).

The officer named below is authorized and directed to accept service of process on behalf of the Company:

 Commissioner of Insurance

 P. O. Box 149104

 Austin, TX 78714-9104

Having accepted service of process on behalf of the Company, the officer is authorized to mail the process or a true copy to:

 Corporation Service Company

 dba CSC-Lawyers Incorporating Service Company

 211 East 7th Street, Suite 620

 Austin, TX 78701-3218

AUTHORIZED REPRESENTATIVE

11/16/2020

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
RBS0071911	11/15/2020	Commercial Door Installers LLC	047BZ

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BODILY INJURY ON PROPERTY OWNED BY THE INSURED EXCLUSION WITH EXCEPTIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. SECTION I—COVERAGES, COVERAGE A—BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY AND ADVERTISING INJURY LIABILITY, paragraph B. EXCLUSIONS, subparagraph

11. BODILY INJURY ON PROPERTY OWNED BY INSURED is deleted in its entirety and replaced with the following:

11. BODILY INJURY ON PROPERTY OWNED BY INSURED

Bodily injury arising out of or connected to:

- a.** Property that any **insured** has ever owned, rented or occupied at any time; or
- b.** Premises any **insured** sells, gives away or **abandons**, if the **bodily injury** arises out of any part of those premises.

This exclusion does not apply to real property:

- (1)** Owned, rented or occupied solely by the **Named Insured**, but only if the real property was:
 - (a)** A place of operations covered by this policy and used by the **Named Insured**; and
 - (b)** Not used for retail sales, a residence, or any other purpose by the **Named Insured** or any other person, other than the operations of the **Named Insured** covered by this policy; or
- (2)** Owned by the **Named Insured**, but never used as a residence, never occupied by the **Named Insured** (except as provided in paragraph **(1) (a)** and **(b)** immediately above), was never occupied by a tenant or permissive user of the **Named Insured**, and upon which the **Named Insured** was engaged in an active construction project at the time of the **bodily injury**.

However, coverage is not extended to **bodily injury** arising out of or connected to property owned or rented by any **insured** which is vacant, undeveloped, or unoccupied or a construction project which is dormant for any reason for any period of time.

B. Coverage in this policy is in excess of any insurance that provides coverage for liability for **bodily injury** at the covered real property.

All other terms, conditions, provisions and exclusions of the policy remain unchanged.

 AUTHORIZED REPRESENTATIVE / 11/16/2020
 DATE

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. This policy may be more restrictive than coverage afforded under **YOUR PREVIOUS** policies OR other policies AVAILABLE TO **YOU**.

Defense Expenses, as defined by the policy, are included within the Limits of Liability provided by this policy.

PLEASE READ THE ENTIRE FORM CAREFULLY AND DISCUSS THE COVERAGE PROVIDED BY THE POLICY WITH **YOUR** INSURANCE AGENT/BROKER.

Throughout this policy, the words **you** and **your** refer solely to the **Named Insured** shown in the Common Policy Declarations Page of this policy. The words **we**, **us** and **our** refer to the carrier.

The word **insured** means any person or organization qualifying as such under **SECTION II—WHO IS AN INSURED**.

Words and phrases that appear in bold face type have special meanings as set forth in **SECTION V—DEFINITIONS**.

This policy is issued in specific reliance upon the representations made by the **Named Insured** in the application for insurance and other information provided in connection with the application for insurance and in consideration of the **Named Insured's** promise to pay the deductible in the amount stated in the Commercial General Liability Declarations. All information provided in connection with the application for insurance is material and any misrepresentation or omission shall constitute grounds for cancellation, rescission, or denial of coverage of a **claim**. The application for insurance and all information provided during the application process are incorporated into and specifically made part of this policy.

Subject to the terms, conditions and other provisions of the policy, including any endorsement thereto, **we** agree with the **Named Insured** as follows:

SECTION I—COVERAGES

COVERAGE A—BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY AND ADVERTISING INJURY LIABILITY

We may look to 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 a **suit**. **We** may rely on extrinsic evidence to deny the defense and/or indemnity of a **suit**.

A. INSURING AGREEMENT

1. **We** will pay those sums that an **insured** becomes legally obligated to pay as **damages** because of **bodily injury, property damage, personal injury or advertising injury** to which this insurance applies. Any such **bodily injury** or **property damage** must be caused by an **occurrence**. **Our** duty to indemnify an **insured** is expressly limited by the terms of this policy.

We have the right and duty to defend only those **insureds** as defined in subsections **A.** or **B.** of **SECTION II—WHO IS AN INSURED** against any **suit** seeking **damages** to which this insurance applies. **We** have no duty to defend any other **insureds** including, but not limited to **additional insureds**. **We** have no duty to defend any **insured** against any **suit** when any other insurer is obligated to defend the **insured**.

We, may, at **our** sole discretion, investigate any **occurrence** or offense and settle any **claim** or **suit** that may result. But:

- a. The amount **we** will pay for **damages** is limited as described in **SECTION III—LIMITS OF INSURANCE**; and
 - b. **Our** right and duty to defend ends when **we** have used up the applicable limit of insurance in the payment of judgments or settlement under Coverage A or medical expenses under Coverage B.
2. This insurance applies to **bodily injury** and **property damage** only if:
- a. The **bodily injury** or **property damage** is caused by an **occurrence** in the **coverage territory** by **your work** or **your product** in the **coverage territory**;
 - b. The **bodily injury** or **property damage** is caused by an **occurrence** during the **policy period** by **your work** or **your product** during the **policy period**; and
 - c. The **bodily injury** or **property damage** caused by an **occurrence** resulting from **your work** or **your product** first takes place during the **policy period**.

All **bodily injury** or **property damage** caused by an **occurrence** arising from, caused by or contributed to, by or in consequence of **your work** or **your products** shall be deemed to take place at the time of the first **bodily injury** or first **property damage** even though the nature or extent of such **bodily injury** or **property damage** may change and even though the **bodily injury** or **property damage** may be continuous, progressive, cumulative, changing or evolving or result from repeated exposure to substantially the same general harm.

3. This insurance applies to **personal injury** or **advertising injury** caused by an offense arising out of **your** business, but only if:
- a. The offense was committed in the **coverage territory**; and
 - b. The offense first took place during the **policy period**.

All **personal injury** or **advertising injury** arising out of a series of related offenses shall be deemed to first take place at the time of the first such offense regardless when the **personal injury** or **advertising injury** first became apparent or known by any person.

4. This insurance only applies to **advertising injury** arising out of offenses committed in the course of advertising **your** goods, **products** or services in an **advertisement**.
5. **Our** duty to defend is further limited as follows:
- a. It is expressly understood and agreed that **defense expenses** are included within and are not in addition to the Limits of Insurance set forth in the Commercial General Liability Declarations.
 - b. **We** shall have no duty to defend any **claim** or **suit** in which it is alleged or claimed, in whole or in part, that any **bodily injury** or **property damage** is continuous or progressive in nature or results from continuous or repeated exposure to the same general harmful conditions, unless the **claim** or **suit** specifically alleges that all of the **bodily injury** or **property damage** for which **damages** sought first took place during the **policy period**.
 - c. **We** shall have no duty to defend any **claim** or **suit** that was first made or filed before the **policy period**, regardless of whether the **insured** seeking coverage was a party to such **claim** or **suit** at the time it was made or filed. This provision includes **suits** that are amended, consolidated, re-instituted, renewed or refiled, among some or all of the same parties. The first date upon which any **claim** was made will determine whether the **claim** was made before the inception date of this policy. The filing date of the first **suit** will determine whether the **suit** was filed before the inception date of this policy.

- d. **We** shall have no duty to defend any person or entity that does not qualify as an **insured** as defined in subsections **A.** or **B.** of **SECTION II—WHO IS AN INSURED.**
- e. **We** have no duty to defend an **insured** as defined in subsection **C.** of **SECTION II—WHO IS AN INSURED.** **We** have no duty to defend an **additional insured** as set forth above.

B. EXCLUSIONS

The following exclusions apply regardless of whether any other cause or causes contributed, in whole or in part, directly or indirectly, jointly or concurrently or in any sequence, with the excluded matters to cause **bodily injury, property damage, personal injury, or advertising injury** and regardless of whether any other contributing or concurrent cause or causes of the **bodily injury, property damage, personal injury or advertising injury** are covered by this policy. This insurance does not apply to:

1. ABANDONED WORK

Claim or **suit** arising out of work, including project, or jobsite, or any other activity that has been **abandoned.**

2. ABUSE, MOLESTATION OR NEGLIGENCE

Any **claim** or **suit** arising out of:

- a. An actual, alleged or threatened abuse or molestation by anyone;
- b. The failure of anyone to prevent or suppress abuse or molestation;
- c. Any harmful or offensive touching of a person by anyone; or
- d. The negligent:
 - (1) Employment;
 - (2) Investigation;
 - (3) Supervision;
 - (4) Training;
 - (5) Reporting to the proper authorities, or failure to so report; or
 - (6) Retention;

of a person for whom any **insured** is or ever was legally liable or responsible or allegedly is or ever was legally liable or responsible and whose conduct would be excluded by **a., b.** or **c.** above.

3. ADMINISTRATIVE PROCEEDINGS OR HEARINGS

Any **claim** or **suit** arising out of or alleged to have arisen out of any administrative or governmental agency hearing, proceeding or filing including, but not limited to licensing or oversight board or committee.

4. ADVERTISING, PUBLISHING, BROADCASTING OR TELECASTING

Personal injury arising out of advertising, publishing, broadcasting, or telecasting done by or for **you.**

5. AIRCRAFT, AUTO OR WATERCRAFT

Bodily injury or **property damage** arising out of the ownership, maintenance, use or entrustment to others of any **aircraft, auto** or watercraft. Use includes operation and **loading or unloading.**

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

The term aircraft as used in this exclusion includes, but is not limited to an airplane, helicopter, jet, balloon, blimp, glider, rocket, satellite, or any other machine capable of flight whether operated by a person on board (manned) or operated remotely (unmanned) including the type of aircraft commonly referred to as a drone.

This exclusion does not apply to:

- a. A watercraft while ashore on premises **you** own or rent;
- b. A watercraft **you** do not own that is:
 - (1) Less than twenty-six (26) feet long; and
 - (2) Not being used to carry persons or property for a charge;
- c. Parking an **auto** on, or on the ways next to, premises **you** own or rent, provided the **auto** is not owned by or rented or loaned to any **insured**;
- d. Liability assumed under an **insured contract** for the ownership, maintenance or use of aircraft or watercraft; or
- e. **Bodily injury** or **property damage** arising out of the operation of any **mobile equipment**.

6. ANTI-STACKING

With respect to any **claim** or **suit** to which this policy and any other policy issued to any **insured** by **us** or any of **our** affiliated companies applies, the total limit of liability under all policies shall not exceed the highest applicable limit of liability under any one policy issued by us which limit shall be reduced by **defense expenses** incurred in the defense of the **insured**.

7. ASBESTOS

Bodily injury or **property damage** arising out of or resulting from, in whole or in part, whether accidental or intentional, the exposure, release, dispersal, disposal, existence, presence, handling, ingestion, inhalation, installation, sale, encapsulation, storage, transportation, use or removal of asbestos, asbestos fibers, asbestos dust, asbestos particles or any material containing asbestos.

This exclusion applies:

- a. Equally to any **bodily injury** or **property damage** arising out of exposure to asbestos, asbestos fibers, asbestos dust, asbestos particles or any material containing asbestos any substance with a similar formulation, structure or function, regardless of the name by which it is manufactured, sold or distributed;
- b. 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 sequence with asbestos in whatever form in causing or contributing to **bodily injury** or **property damage**; and
- c. To any loss, costs or expense arising out of any:
 - (1) 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 asbestos, asbestos fibers, asbestos dust, asbestos particles or any material containing asbestos or any derivatives or similar substances; or

(2) **Claim or suit for damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of asbestos, asbestos fibers, asbestos dust, asbestos particles or any material containing asbestos or any derivatives or similar substances.

8. ASSAULT AND BATTERY

Any **claim** or **suit** arising out of:

- a. An actual, alleged or threatened assault or battery by anyone;
- b. The failure of anyone to prevent or suppress assault or battery;
- c. Any harmful or offensive touching of a person by anyone; or
- d. The negligent:
 - (1) Employment;
 - (2) Investigation;
 - (3) Supervision;
 - (4) Training;
 - (5) Reporting to the proper authorities, or failure to so report; or
 - (6) Retention;

of a person for whom any **insured** is or ever was legally responsible or allegedly is or ever was legally responsible, and whose conduct would be excluded by **a.**, **b.** or **c.** above.

9. ATHLETIC OR SPORTS PARTICIPANTS

Bodily injury or **property damage** arising out of, in whole or in part, practicing for, participating in, or officiating at any sporting events or athletic contests.

10. ATTORNEY FEES AND EXPERT FEES OF OTHERS

Any **claim, suit**, request or award against any **insured** comprised in whole or in part, of any attorney fees and costs, expert fees and costs, sanctions or any other cost or expense incurred by any other party to the **claim, suit**, request or award including any other **insured** under this policy. This exclusion applies regardless of whether any of these sums were awarded in a **suit as damages**, as part of a resolution of a **claim, suit**, request or award or were taxed against any **insured**, or were based upon a contractual obligation or statutorily imposed obligation.

11. BODILY INJURY ON PROPERTY OWNED BY INSURED

Bodily injury arising out of or connected to:

- a. Property that any **insured** has ever owned, rented or occupied at any time; or
- b. Premises any **insured** sells, gives away or **abandons**, if the **bodily injury** arises out of any part of those premises.

12. BREACH OF CONTRACT

Any **claim** or **suit** arising out of a breach of any contract, agreement, or warranty of any kind or nature.

13. CANINE

Any **claim** or **suit** arising out of or related to a dog or dogs.

14. CLASSIFICATION LIMITATION

Coverage provided by this policy applies only to those operations or similar operations that involve related skills and involve similar risk, or work incidental thereto, specified in the application for insurance for this policy on file with **us**, described under the Business Description of the Common Policy Declarations page of this policy, and described under Classification and Premium of the Commercial General Liability Declarations of this policy. All other work is excluded.

15. COMMUNICABLE DISEASE

Bodily injury or **property damage** arising out of or resulting from the transmission, alleged transmission or presence of any communicable or contagious disease or any medical condition or syndrome, including, but not limited to, any sexually transmitted disease or any other disease transmitted by bodily fluids, secretions or excretions.

This exclusion applies:

- a. Equally to any **bodily injury** or **property damage** arising out of exposure to any communicable or contagious disease or any medical condition or syndrome regardless of the name by which it is referred; and
- b. To any loss, cost or expenses arising out of any:
 - (1) Request, demand, order or requirement that any **insured** or others test for, monitor, remove, contain, treat, neutralize, prevent or in any way respond to or assess the effects of any communicable or contagious disease or any medical condition or syndrome; or
 - (2) **Claim** or **suit** for **damages** because of testing for, monitoring, removing, containing, treating, neutralizing, or preventing or in any way responding to or assessing the effects of any communicable or contagious disease or any medical condition or syndrome.

16. CONCRETE SULFATES, SULFIDES, SULFITES AND RELATED SULFA COMPOUNDS

Bodily injury or **property damage** arising out of or resulting from, in whole or in part, whether accidental or incidental, the exposure, release, dispersal, disposal, existence, presence, handling, ingestion, inhalation, installation, sale, encapsulation, storage, transportation, use or removal of concrete, concrete dust or concrete compounds to, or the absorption by concrete products of, sulfates, sulfides, acids or any similar acidic and/or alkaline chemical formulation or compound.

This exclusion applies:

- a. Equally to any **bodily injury** or **property damage** arising out of exposure to concrete, concrete dust or concrete compounds to, or the absorption by concrete products of, sulfates, sulfides, acids or any similar acidic and/or alkaline chemical formulation or compound, structure or function, regardless of the name by which it is manufactured, sold or distributed;
- b. 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 sequence with sulfates, sulfides, acids or any similar acidic and/or alkaline chemical formulation or compound in causing or contributing to **bodily injury** or **property damage**; and
- c. To any loss, costs or expense arising out of any:
 - (1) 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 concrete, concrete dust or concrete compounds, sulfates, sulfides, acids or any similar acidic and/or alkaline chemical formulation or compound or any derivatives or similar substances; or

- (2) **Claim or suit for damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of concrete, concrete dust or concrete compounds, sulfates, sulfides, acids or any similar acidic and/or alkaline chemical formulation or compound or any derivatives or similar substances.

17. CONDOMINIUM AND TOWNHOUSE

Claim or suit arising out of, related to or in any way connected with any original construction, reconstruction, rebuilding, remodeling, restoration, renovation, repair, reroofing, upgrading, improvement, refurbishing or development of any condominium or townhouse.

This exclusion applies to any building or structure that has been converted, is undergoing conversion or that is converted at any future time into a condominium or townhouse regardless of whether the work or product of any **insured** was performed, incorporated or supplied before, during or after the conversion.

This exclusion applies equally to any stand-alone condominium or townhouse projects or to the residential portion of any Planned Unit Development (PUD) or similar mixed-use projects that contain any condominiums or townhouses.

This exclusion does not apply to **your work** for, or **your product** supplied to an individual unit owner within a condominium or townhouse development or converted project pursuant to a written contract even if the written contract was negotiated through the owner association providing that **your work** or **your product** was:

- a. Performed or supplied after the original construction or conversion was completed and the premises had been occupied; and
- b. Not related to, in connection with or involving the repair, renovation or replacement of **your work** or **your product** that was performed or supplied prior to the insurance of a certificate of occupancy.

18. CONTRACTUAL LIABILITY

Any **claim** or **suit** arising out of or related to the assumption of liability in a contract or agreement.

However, this exclusion does not apply to liability for **damages**:

- a. That **you** would have in the absence of the contract or agreement; or
- b. That **you** assumed in a contract or agreement that is an **insured contract** provided that the **bodily injury, property damage, personal injury or advertising injury** occurs subsequent to the execution of the contract or agreement and further provided that the **bodily injury, property damage, personal injury or advertising injury** arises out of **your work** performed or **your product** sold during the **policy period**.

In the event that paragraph **b.** above, is satisfied, and subject to all other policy terms and conditions, **our** duty to indemnify **you** for any liability under an **insured contract** shall be limited by the principles of comparative fault and shall not exceed the amount derived by multiplying the percentage of fault allocated to **you** by the trier-of-fact to the total damage sum awarded against **you** by the trier-of-fact to **your** indemnitee. Under no circumstances shall **we** pay more than this proportionate share of any **damages** awarded against **you** even if **your** liability under the **insured contract** is greater.

We have no duty or obligation to pay for a defense, provide a defense, participate in a defense or contribute to a defense of **your** indemnitee that qualifies as such under an **insured contract** nor do **we** have a duty to reimburse **you** for any obligation you may have to do the same.

19. COURSE OF ROOFING AND CONSTRUCTION OPERATIONS/OPEN BUILDING

Bodily injury or property damage that occurs during the course of **your work** to repair, install, construct, remove or replace all, or any portion of, the roof or other exterior portion of any building or structure, or damage to personal property within such building or structure resulting from, caused by or arising out of the penetration of water, including, but not limited to the influx of rain, hail, sleet, snow, flood or any other form of water whether the from natural precipitation or other sources, through a roof or other covered opening in the structure from the exterior into the interior.

Notwithstanding **SECTION V—DEFINITIONS, Products-completed operations hazard**, work on a roof, or other covering of a building or structure, shall be deemed complete only when all work or operations upon it by anyone has been finished, regardless of whether the scope of an insured's work or operations includes less than the full completion of the roof or other covering.

20. CRIMINAL ACTS

Claim or suit which results from or is alleged to result from a criminal act, vandalism or omission or an act or omission, criminal in nature committed by any **insured or insured's employees**, or **ex-employees** or subcontractors.

This exclusion applies even if any of the above lacks the mental capacity to:

- a. Appreciate the criminal nature or wrongfulness of the act or omission;
- b. Conform his or her conduct to the requirements of the law; or
- c. Form the necessary intent under the law.

This exclusion applies whether or not the **insured** is charged with a crime; is convicted of a crime whether by a court, jury or plea of nolo contendere; or enters a plea of guilty, whether or not accepted by the court.

21. CROSS SUIT

Any **claim or suits** by any **insured** against any other **insured**, except this exclusion does not apply to **suits** by an **additional insured** against **you**.

22. DAMAGE TO PROPERTY

Property Damage to:

- a. 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;
- b. Premises **you** sell, give away or abandon, if the **property damage** arises out of any part of those premises;
- c. Property loaned to you;
- d. Personal property in the care, custody or control of the **insured**;
- e. 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
- f. That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs **a.**, **b.**, and **c.** 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 seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented to You as described in **SECTION III—LIMITS OF INSURANCE**, subsection **B. LIMITS OF LIABILITY** paragraph 7.

Paragraph **b.** of this exclusion does not apply if the premises are **your work** and were never occupied, rented or held for rental by **you**.

Paragraph **e.** of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

23. DAMAGE TO IMPAIRED PROPERTY AND PROPERTY NOT PHYSICALLY INJURED

Property damage to impaired property or property that has not been physically injured, arising out of:

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

This exclusion applies to and coverage is specifically excluded for **property damage** to any property, real or personal, which must be demolished, removed, repaired, replaced, altered, modified or damaged in order to remove, restore, repair or replace **your work** or **your product**.

24. DAMAGE TO YOUR PRODUCT

Property damage to your product and **property damage** to any property, real or personal, which must be demolished, removed, repaired, replaced, altered, modified, or damaged in order to remove, restore, repair or replace **your product**.

25. DAMAGE TO YOUR WORK

Property damage to your work or any part of it and included in the **products-completed operations hazard**.

If **you** are the general contractor or developer for the project at issue in the **claim** or **suit**, this exclusion does not apply if the damaged work or the work out of which the damage arises was entirely performed by subcontractor(s) hired directly by **you** or on **your** behalf.

This exclusion also applies to and coverage is specifically excluded for **property damage** to any property, real or personal, which must be demolished, removed, repaired, replaced, altered, modified, or damaged, in order to remove, restore, repair or replace **your work**.

26. EARTH MOVEMENT OR VIBRATION

Bodily injury or **property damage** arising, in whole or in part, out of earth movement or vibration, whether or not the earth movement or vibration occurs in conjunction with any other cause. This exclusion includes earth movement or vibration of any nature, whether naturally occurring or not, and includes, but is not limited to, loss of lateral support, cave in, collapse, landslide, avalanche, subsidence, earthquake, tremors, aftershocks, mud flows, sinkhole activity, erosion, or any change in the level of the soil by whatever cause, including shifting, expanding, contracting, sinking, heaving, rising, topsoil removal of any other movement of earth or soil.

This exclusion applies:

- a.** To any earth movement 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;

- b. To any **claim, suit**, proceeding or expense associated with the prevention, mitigation or repair of any earth movement or vibration; and
- c. To any **claim, suit** or proceeding alleging earth movement or vibration regardless of whether or not the **insured** performed grading or other service related to the movement of earth or vibration.

27. ELECTRONIC CHAT ROOMS OR BULLETIN BOARDS

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

28. ELECTRONIC DATA/CYBER ATTACK

Claim or **suit** for **bodily injury, property damage, or personal injury** or **advertising injury**, directly or indirectly arising out of or caused by, resulting from, contributed to, aggravated by or related to or a proceeding arising out of the loss of, loss of use of, damage to, corruption of, inability to access, theft of, or inability to manipulate **electronic data** or unintentional or wrongful disbursement or distribution of private or personal identity or financial data. This exclusion also applies to the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system.

29. ELECTROMAGNETIC RADIATION

Bodily injury or **property damage** arising out of or resulting from, in whole or in part, whether accidental or intentional, the exposure to or existence of harmful levels or frequencies of electromagnetic radiation, magnetic fields or high voltages regardless of whether such are naturally occurring or artificially created and regardless of whether such electromagnetic radiation, magnetic fields or high voltages acted or are alleged to have acted in any sequence or combination with any other cause or causes of **bodily injury** or **property damage**. This exclusion shall apply without regard to the source or sources of such electromagnetic radiation, magnetic fields or high voltages or the basis of liability against any **insured**.

This exclusion applies to any loss, cost or expense arising out of any:

- a. Request, demand, order or requirement that any **insured** or other test for, monitor, remove, contain, neutralize, or in any way respond to or assess the effects of electromagnetic fields or high voltages or any derivatives or similar substances; or
- b. **Claim** or **suit** for **damages** because of testing for, monitoring, removing, containing or neutralizing or in any way responding to or assessing the effects of electromagnetic radiation, magnetic fields or high voltages or any derivatives or similar substances.

30. EMPLOYMENT-RELATED PRACTICES

Any **claim** or **suit** arising in whole or in part out of any:

- a. Refusal to employ;
- b. Termination of employment;
- c. Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, or discrimination or other employment-related practices, policies, acts or omissions;
- d. Consequential injury as a result of any of the above; or
- e. **Claim** or **suit** by a spouse, child, parent, brother or sister of any **employee** or **insured** arising out of, or as a consequence of paragraphs **a.**, **b.**, **c.** or **d.** above.

This exclusion applies:

(1) Whether any **insured** may be liable as an employer or in any other capacity;

- (2) To any obligation to share **damages** with or repay someone else who must pay **damages**; or
- (3) To any **insured** against whom a **claim** is made or a **suit** is brought as a consequence of paragraphs **a., b., c., d.** or **e.** above of this exclusion whether by or on behalf of an **employee** of that **insured** or any other **insured**.

31. EXCAVATING EQUIPMENT

Any **bodily injury** or **property damage** arising out of or resulting in whole or in part, from the leasing, borrowing, lending or renting of equipment for the purposes of digging, grading or excavating.

32. EXCAVATION IN EXCESS OF TWELVE (12) FEET DEPTH

Any **claim** or **suit** arising out of or resulting, in whole or in part, from excavation in excess of twelve (12) feet in depth.

33. EXPECTED OR INTENDED INJURY

Bodily injury or **property damage** intended by or which may reasonably be expected to result from an intentional act or omission of any **insured**, or any of the **insured's employees** or **employees** or subcontractors.

This exclusion applies even if:

- a. Such person lacked the mental capacity to govern his or her conduct;
- b. Such **bodily injury** or **property damage** is of a different kind or degree than intended or reasonably expected; or
- c. Such **bodily injury** or **property damage** is sustained by a different person or entity than intended or reasonably expected to be injured or harmed.

34. EXPLOSIVES/BLASTING

Bodily injury or **property damage** arising out of or resulting from blasting or explosion operations or the existence, handling, storage, transportation, sales, distribution or use of **explosives** or **explosive** devices.

35. EXTERIOR INSULATION AND FINISH SYSTEM

Bodily injury or **property damage** arising out of:

- a. The design, manufacture, construction, fabrication, preparation, installation, application, maintenance or repair including remodeling, service, correction or replacement, of an **exterior insulation and finish system(EIFS)**, (commonly referred to as synthetic stucco) or any part thereof or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashing, coatings, caulking or sealants in connection with such a system; or
- b. Any work or operations with respect to any exterior component, fixture or feature of any structure if EIFS is used in or any part of that structure.

36. FIBERGLASS

Bodily injury or **property damage** arising out of or resulting from, in whole or in part, whether accidental or intentional, the exposure, release, dispersal, disposal, existence, presence, handling, ingestion, inhalation, installation, sale, encapsulation, storage, transportation, use or removal

of fiberglass, fiberglass fibers, fiberglass dust, fiberglass particles or any material containing fiberglass.

This exclusion applies:

- a. Equally to any **bodily injury** or **property damage** arising out of exposure to fiberglass or any substance with a fiberglass derivative or any substance with a similar formulation, structure or function, regardless of the name by which it is manufactured, sold or distributed;
- b. 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 sequence with fiberglass material in whatever form in causing or contributing to **bodily injury** or **property damage**; and
- c. To any loss, cost or expense arising out of any:
 - (1) 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 fiberglass or any derivative or similar substances; or
 - (2) **Claim** or **suit** for **damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of fiberglass or any derivative or similar substances.

37. FINANCIAL SERVICES

Claim or **suit** arising out of the rendering of or failure to render any **financial services** by or on behalf of any **insured**.

38. FIRE SUPPRESSION SYSTEMS

Claim or **suit** arising out of or resulting in whole or in part, from the installation, maintenance, repair, operation, or testing of fire suppression systems including those systems employing either water or other chemicals.

39. FLAMMABLE SUBSTANCES

Bodily injury or **property damage** arising out of or resulting from, in whole or in part, the handling, transportation, use or storage of flammable substances.

40. FORMALDEHYDE OR UREA FORMALDEHYDE

Bodily injury or **property damage** arising out of or resulting from, in whole or in part, whether accidental or intentional, the exposure, release, dispersal, disposal, existence, presence, handling, ingestion, inhalation, installation, sale, encapsulation, storage, transportation, use or removal of formaldehyde or urea formaldehyde or any material containing formaldehyde or urea formaldehyde or derivative or similar substance.

This exclusion applies:

- a. Equally to any **bodily injury** or **property damage** arising out of exposure to formaldehyde or urea formaldehyde or any substance with formaldehyde or urea formaldehyde derivative or any substance with a similar formulation, structure or function, regardless of the name by which it is manufactured, sold or distributed;
- b. 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 sequence with formaldehyde in whatever form in causing or contributing to **bodily injury** or **property damage**; and
- c. To any loss, costs or expense arising out of any **claim** or **suit** for **damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of formaldehyde or urea formaldehyde or any derivatives or similar substances.

41. FOUNDATION REPAIR

Any **claim** or **suit** arising out of, resulting from or associated with any type of foundation repair including, but not limited to foundation jacking or leveling.

42. FRAUDULENT ACT OR OMISSION

Claim or **suit** arising out, resulting from, or associated with a fraudulent act or omission allegedly committed by, with the knowledge of or at the direction of any **insured**.

43. GREEN BUILDING

Claim or **suit**, or proceeding arising out of **green** or attempts to achieve **green**, but only with respect to intangible, non-physical or economic injury or **damages** arising out of failing to meet standards, requirements, warranties or deadlines regarding certification, documentation, record retention, commissioning, rating, energy use, water use, air quality, testing, training, occupancy, tax credit, incentives, code compliance or performance of equipment, systems or materials.

44. HURRICANES, HAILSTORMS AND TORNADOS

Any **claim**, demand, **suit** or proceeding arising out of, resulting from, or in any way connected with a hailstorm, tornado, named storm or Category 2 or above hurricane or storm under the Saffir/Simpson Scale.

45. INFESTATION OR VERMIN

Bodily injury or **property damage** arising out of or resulting from the transmission, alleged transmission or presence of any infestation or vermin or secretions or excretions of said infestation or vermin.

This exclusion applies:

- a. Equally to any **bodily injury** or **property damage** arising out of exposure to any infestation or vermin or secretions or excretions of said infestation or vermin; and
- b. To any loss, cost or expenses arising out of any:
 - (1) Request, demand, order or requirement that any **insured** or others test for, monitor, remove, contain, treat, neutralize, prevent or in any way respond to or assess the effects of any infestation or vermin or secretions or excretions of said infestation or vermin; or
 - (2) **Claim** or **suit** for **damages** because of testing for, monitoring, removing, containing, treating, neutralizing, or preventing or in any way responding to or assessing the effects of any infestation or vermin or secretions or excretions of said infestation or vermin.

46. INFRINGEMENT OF COPYRIGHT, PATENT, TRADEMARK OR TRADE SECRET

Personal injury or **advertising injury** arising out of the infringement of copyright, patent, trademark, trade name, trade dress, trade secret, advertising slogans or other intellectual property rights including, but not limited to infringement of another's architectural plans, drawings or similar designs.

47. INTERFERENCE WITH CONTRACT, DISPARAGEMENT AND ECONOMIC ADVANTAGE

Personal injury or **advertising injury** arising out of the negligent or tortious interference with contract or prospective economic advantage or arising out of or related to any **claim** or disparagement.

48. INJURY TO DAY LABORERS

Bodily injury or **property damage** sustained by day laborers or other individuals who prior to the **bodily injury** or **property damage** are not specifically identified on the **Named Insured's** employment records and are not compensated as **employees** of the **Named Insured** through a payroll/staffing or professional employer organization (PEO) service under contract with the **Named Insured**.

This policy does not cover **bodily injury** or **property damage** sustained by any individuals who are identified and/or compensated as **employees**.

49. INJURY TO EMPLOYEE/EMPLOYERS LIABILITY

Bodily injury, personal injury or **advertising injury** to:

a. An **employee** of the **insured** arising out of and in the course of:

- (1) Employment by the **insured**; or
- (2) Performing duties related to the conduct of the **insured's** business; or

b. The spouse, child, parent, brother or sister of that **employee** as a consequence of paragraph a. above.

This exclusion applies:

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

This insurance does not apply to:

a. **Bodily injury, personal injury** or **advertising injury** to:

- (1) An **employee, leased worker, temporary worker** or **volunteer worker** of any **insured**;
- (2) Any contractor, subcontractor, sub-subcontractor or anyone hired or retained by or for any **insured**; or
- (3) Any **employee** or anyone directly or indirectly employed by such contractor, subcontractor or sub-subcontractor or anyone for whose acts such contractor, subcontractor or sub-subcontractor may be liable if such **bodily injury** or **personal injury** or **advertising injury** arises out of and in the course of their employment or retention of such contractor, subcontractor or sub-subcontractor, regardless of whether or not it is caused in part by you; or

b. Any obligation of any **insured** to defend, indemnify or contribute with another because of **bodily injury** or **personal injury** or **advertising injury** to:

- (1) An **employee, leased worker, temporary worker** or **volunteer worker** of any **insured**;
- (2) Any contractor, subcontractor, sub-subcontractor or anyone hired or retained by or for any **insured**; or
- (3) An **employee** of any contractor, subcontractor or sub-subcontractor; or

c. **Bodily injury, personal injury** or **advertising injury** to the spouse, child, parent, brother or sister of that **employee** of any contractor, subcontractor or sub-subcontractor or that **employee, leased worker, temporary worker** or **volunteer worker** of any **insured** as a consequence of items a. or b. above.

This applies to all **claims** and **suits** by any person or organization for damages, indemnity and/or any obligation to share damages with or repay someone else who must pay damages because of the **injury**.

50. KNOWING VIOLATION OF RIGHTS OF ANOTHER

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

51. LEAD

- a. Bodily injury, property damage or personal injury and advertising injury**, arising out of, resulting from, caused by or contributed to by the presence, installation of products or materials containing lead or lead compounds, ingestion, inhalation, or absorption of or exposure to lead, lead compounds, or lead contained in any materials;
- b.** Any cost or expense to abate, mitigate, remove, or dispose of lead, lead compounds or materials containing lead;
- c.** Any supervision, instruction, recommendations, warnings or advice given or which should have been given in connection with parts **a.** or **b.** above; or
- d.** Any obligation to share damages with or repay anyone else who must pay damages in connection with parts **a., b.** or **c.**

52. LIQUOR LIABILITY

Bodily injury or **property damage** for which any **insured** may be held liable by reason of:

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

53. MATERIAL PUBLISHED PRIOR TO THE POLICY PERIOD

Personal injury or **advertising injury** arising out of oral or written publication of the same or similar material whose first publication took place before the inception date of the policy, even if the publication continued after the inception of the policy.

54. MATERIAL PUBLISHED WITH KNOWLEDGE OF ITS FALSITY

Personal injury or **advertising injury** arising out of oral or written publication if done by or at the direction of any **insured** with knowledge of its falsity.

55. MEDIA AND INTERNET

Personal injury or **advertising injury** committed by any **insured** arising out of:

- a.** Designing or determining the content of any website; or
- b.** The placing of frames, borders or links, or advertising for anyone anywhere on the internet; or
- c.** The conducting of internet searches, providing access to the internet, or acting in the capacity of a service provider.

56. MOBILE EQUIPMENT

Bodily injury or **property damage** arising out of the driving, transportation, movement, employment, or presence of **mobile equipment** on any public street or highway, including the driving, transportation or movement of **mobile equipment** to or from the job site.

This exclusion is intended to exclude and shall specifically exclude coverage for any **claim** or **suit** arising out of, in whole or in part, or involving or related in any way to **mobile equipment** being driven, transported, moved, employed or being present on any public street or highway for any purpose with the following limited exceptions:

- a. The driving, transportation or movement of **mobile equipment** between one or more component locations within a single job site at which **your work** is ongoing when each of the following is satisfied:
 - (1) Such component locations of the job site directly adjoin one another;
 - (2) Such component locations of the job site are separated by a public street or highway;
 - (3) A public street or highway affords the only means of access between the component locations of the job site; and
 - (4) The **bodily injury** or **property damage** occurred on the public street or highway located between the component locations of the job site; or
- b. The use of **mobile equipment** at a job site where **your work** is being performed on a public street or highway, but this exception does not apply to the driving, transportation or movement of **mobile equipment** to or from the job site on any public street or highway.

For the purpose of this exclusion the term "job site" includes the entire physical location of any project upon which **your work** is being performed, regardless of whether the project is:

- (1) Apportioned, divided or designated as having one or more component locations;
- (2) Separately designated by phases or other means; or
- (3) Subject to one of more contracts entered into by **you** or any **insured**.

57. MOLD, FUNGI, VIRUS, BACTERIA, AIR QUALITY, OR OTHER CONTAMINATION RELATED LOSS

- a. The existence, presence, growth, spread, dispersal, disposal, release or escape of mold, fungi, lichen, virus, bacteria, pollen or other living or dead organisms, including any by-products that have toxic, hazardous, noxious, pathogenic, irritating or allergenic qualities or characteristics. This exclusion applies to all such **claims** or **suits** or causes of action, including allegations that any **insured** caused or contributed to conditions that encouraged the growth, depositing or establishment of such colonies of mold, lichen, fungi, virus, bacteria or other living or dead organism;
- b. Any toxic, hazardous, noxious, irritating, pathogenic or allergen qualities or characteristics of indoor air regardless of cause; or
- c. Any substance, material, mineral or other product that is either alleged or deemed to be hazardous, toxic, irritating, pathogenic or noxious in any way or contributes in any way to an allergic reaction.
- d. This exclusion applies to any loss, cost or expense arising out of any:
 - (1) 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 assess the effects of the matters addressed in paragraphs **a.**, **b.** or **c.** above; or

(2) **Claim or suit for damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of the matters addressed in paragraphs **a.**, **b.** or **c.** above.

58. MOVING OF A STRUCTURE

Any **claim** or **suit** arising from, relating to, or in any way connected with the physical lifting, lowering, moving or relocating of a structure of any size or kind whether such activity is temporary or permanent.

59. NON-COMPLIANCE WITH BUILDING CODES

Claim or **suit** arising out of, caused by, or attributable to, whether in whole or in part, the design, construction, fabrication, maintenance or repair, including remodeling or any structure in a manner not in compliance with the controlling building code. This exclusion applies notwithstanding any ecological or resource-efficient benefits that might result from such design, construction, fabrication, maintenance or repair.

60. NUCLEAR ENERGY INCLUDING RADON

Bodily injury or **property damage** arising out of or resulting from, in whole or in part, the hazardous properties of radioactive material, including, but not limited to nuclear material, radioactive isotopes, radionuclides, the use of x-rays, gamma rays or alpha and beta particles, or any derivative or similar substance or property.

This exclusion applies:

- a.** Equally to any **bodily injury** or **property damage** arising out of exposure to radioactive material, any derivative or any substance with a similar formulation, structure or function, regardless of the name by which it is manufactured, sold or distributed;
- b.** 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 sequence with radioactive material in whatever form in causing or contributing to **bodily injury** or **property damage**; and
- c.** To any loss, cost or expense arising out of any:
 - (1) 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 radioactive material, nuclear material, radioactive isotopes, radionuclides, x-rays, gamma rays or alpha and beta particles or any derivatives or similar substances; or
 - (2) **Claim** or **suit for damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of radioactive material, nuclear material, radioactive isotopes, radionuclides, x-rays, gamma rays or alpha and beta particles or any derivatives or similar substances.

61. ONE POLICY APPLICABLE TO ANY SINGLE OCCURRENCE OR PROJECT

When a single **occurrence** causes **bodily injury** or **property damage** during the period of more than one policy issued by **us** or any other insurer or insurers related to **us**, no additional policies issued by **us** will apply to the loss. Only one policy issued by **us** shall apply to any one **occurrence**, even though the **occurrence** or the resulting **bodily injury** or **property damage** may continue into successive policy periods and even though the nature, type or extent of such **bodily injury** or **property damage** may be continuous, progressive, cumulative, changing or evolving.

All **bodily injury** or **property damage** caused or alleged to have been caused by **your work** or **your product** that is incorporated into any product of construction, including a development of multiple distinct units, shall be deemed to have been caused by a single **occurrence**.

62. ORAL OR WRITTEN DISPARAGEMENT

Personal injury or **advertising injury** arising out of the oral or written publication of material that disparages a person's or organization's goods, products, or services, except this exclusion does not apply to an actual and actionable libel or slander.

63. PENDING OR POTENTIAL CLAIMS

- a. **Claim(s)** or potential **claim(s)** identified on the application for insurance submitted for this policy;
- b. Any **claim(s)** or potential **claim(s)** which any **insured** has given notice to any insurer prior to the inception date of this policy; or
- c. If this is a renewal policy and coverage has been continuous with us without interruption, and for the purpose of this exclusion, the inception date of this policy shall be deemed to be the inception date of the first continuous policy issued by **us**.

64. PREVIOUSLY COMPLETED WORK OR PRODUCT

Bodily injury or **property damage** arising out of, caused by, or in any way related to **your work** that was performed, in whole or in part, prior to the inception date of this policy or **your product** that was sold, supplied or incorporated into any work of real property improvement prior to the inception date of this policy, including all associated common areas.

This exclusion applies even though the nature, type or extent of such **bodily injury** or **property damage** may be continuous, progressive, cumulative, changing or evolving.

This exclusion applies even if the contract or agreement under which the work was performed has been cancelled by any party or if an **insured** has been terminated from or locked out of the project or job site or if **you** have **abandoned your work**.

If this is a renewal policy and coverage has been continuous with **us** without interruption, and for the purpose of this exclusion only, the inception date of this policy shall be deemed to be the inception date of the first continuous policy issued by **us**.

65. PRIOR KNOWLEDGE

Any **claim** or **suit** arising out of or alleged to have arisen out of any **occurrence**, act, error, omission, injury or damage occurring prior to the inception date of this policy if any **insured** at the inception of this policy knew, should have known, had reason to know or could have reasonably foreseen that such **occurrence**, act, error, omission, injury or damage might be the basis of a **claim** or **suit**.

This exclusion applies even if there is a continuation of **occurrence**, act, error, omission, injury or damage during the **policy period**.

This exclusion applies even if the **occurrence**, act, error, omission, injury, or damage causes or results in new or additional **bodily injury** or **property damage** during the **policy period**.

For purposes of this exclusion, an **insured** is considered to have known, had reason to know or could have reasonably foreseen at the earliest of when any **insured**:

- a. Reports all or any part of the **claim**, demand, **suit**, proceeding, **occurrence**, act, error, omission, injury or damage to **us** or any other insurer;
- b. Receives a written or verbal demand, **claim** or **suit** resulting from the **occurrence**, act, error, omission, injury or damage; or
- c. Becomes aware or reasonably should have been aware by any means that the **occurrence**, act, error, omission, injury or damage had happened.

66. PRIOR LITIGATION, INFORMAL RESOLUTION OR OTHER DISPUTE RESOLUTION PROCEEDING

Any **claim** or **suit** which was, prior to the inception of this policy, subject to in whole or in part, any prior litigation, informal resolution effort, such as mediation, non-binding arbitration, or other alternative dispute method or any legislatively imposed proceeding including but not limited to construction defect **claims** such as right to cure laws.

This exclusion applies:

- a. Regardless of whether new, different or additional allegations of defective, inadequate or non-performing construction and resulting **bodily injury** or **property damage** are made or arise during or after the inception of this policy; and
- b. Even though the **occurrence** giving rise to such damage may be continuous or repeated exposure to the same generally harmful conditions, and even though the nature, type or extent of such **bodily injury** or **property damage** may be continuous, progressive, cumulative, changing or evolving.

67. PROFESSIONAL SERVICES

- a. This insurance does not apply to **bodily injury, property damage, personal injury or advertising injury** arising out of the rendering of or failure to render any professional services by **you** or on **your** behalf, but only with respect to either or both of the following operations:

- (1) Providing engineering, architectural or surveying, soil analysis, testing, or inspection services to others in your capacity as an engineer, architect, surveyor soil analyst or inspector; and
- (2) Providing or hiring independent professionals to provide engineering, architectural or surveying services in connection with construction work **you** perform.

This exclusion applies even if the **claims** against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**, if the **occurrence** which caused the **bodily injury** or **property damage**, or the offense which caused the **personal injury** or **advertising injury**, involved the rendering of or failure to render any professional services by you or on your behalf with respect to the operations described above.

- b. Professional services include:

- (1) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
- (2) Supervisory or inspection activities performed as part of any related architectural or engineering activities.
- (3) Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with **your** operations in **your** capacity as a construction contractor.

68. PUNITIVE, EXEMPLARY OR TREBLE DAMAGES OR MULTIPLIERS OF ATTORNEY FEES

Any awards of punitive or exemplary **damages, damages** that are multipliers of compensatory **damages** including any multiplier of attorney's fees or any fine or penalty imposed by or under any law, statute or ordinance of any federal, state or municipal entity.

69. QUALITY OR PERFORMANCE OF GOODS—FAILURE TO CONFORM TO STATEMENTS

Claim or **suit** arising out of the failure of goods, products or service to conform to any statement of quality or performance made in any **advertisement** by any **insured**.

70. RECALL OF PRODUCTS OR WORK

Claim or suit for any loss, cost or expense incurred by any **insured** or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- a. **Your product;**
- b. **Your work;** or
- c. **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.

This exclusion applies to and coverage is specifically excluded for **property damage** to any property, real or personal, which must be demolished, removed, repaired, replaced, altered, modified or damaged in order to remove, restore, repair or replace **your work, your product or impaired property.**

71. SCHOOL PLAYGROUND OR SPORTS EQUIPMENT

Bodily injury or property damage arising out of **your work or your product** involving or related to the installation of playground, sport or recreational equipment at schools, playgrounds public parks or recreational facilities including, but not limited to installation of swings, slides, climbing equipment, benches, bleachers, splash pads, commercial water slides, water fountains and play sets.

72. SILICA

Bodily injury or property damage arising out of or resulting from, in whole or in part, whether accidental or intentional, the exposure, release, dispersal, disposal, existence, presence, handling, ingestion, inhalation, installation, sale, encapsulation, storage, transportation, use or removal of silica, silicates, sand, any materials containing silica, silicates or sand, or any derivatives of silica, silicates or sand.

This exclusion applies:

- a. Equally to any **bodily injury or property damage** arising out of exposure to silica, silicates, sand, any materials containing silica, silicates or sand, or any derivatives of silica, silicates or sand, or any substance with a similar formulation, structure or function, regardless of the name by which it is manufactured, sold or distributed;
- b. 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 sequence with silica, silicates, sand, any materials containing silica, silicates or sand, or any derivatives of silica, silicates or sand in whatever form in causing or contributing to **bodily injury or property damage;** and
- c. To any loss, cost or expense arising out of any:
 - (1) 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 silica, silicates, sand, any materials containing silica, silicates or sand, or any derivatives of silica, silicates or sand; or
 - (2) **Claim or suit for damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of silica, silicates, sand, any materials containing silica, silicates or sand, or any derivatives of silica, silicates or sand.

73. SURETY BONDS

Any **claim** or **suit** arising out of or alleged to have arisen out of or relating to a surety bond including, but not limited to, **claims**, demands, **suits** or proceedings seeking reimbursement of sums expended under the bond. There is no duty to defend the surety company nor any duty to reimburse or contribute to any attorney fees or costs incurred by or on behalf of the surety company in the defense of any **claim**, demand, **suit** or proceeding relating to the surety bond.

74. SWIMMING POOL POP UP

Any **claim** or **suit** for **bodily injury** or **property damage** or demolition or debris removal arising out of a swimming pool pop up. A swimming pool pop up means any elevation (upward displacement) of an in-ground swimming pool or spa regardless of the cause.

75. TAKEOVER OF UNFINISHED WORK

Any **claim**, demand, **suit** or proceeding arising out of or in any way related to any real property where **your work** on or contiguous to that real property is as a:

- a. **Takeover contractor**; or
- b. Subcontractor or supplier to a **takeover contractor**.

76. TOTAL POLLUTION EXCLUSION WITH HVAC/HOSTILE FIRE EXCEPTION

- a. **Bodily injury** or **property damage** arising out of, caused by, resulting from, attributable to, contributed to, or aggravated by the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape, existence of, presence of or exposure to **pollutants** at any time and in any form whatsoever.
- b. This exclusion applies not only to traditional environmental contamination or pollution, but also to **bodily injury** or **property damage** arising out of **pollutants** in common and everyday situations or involving only ordinary acts of negligence.
- c. This exclusion applies to any loss, cost or expense arising out of:
 - (1) Any 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 **pollutants**; or
 - (2) Any **claim** or **suit** for **damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.
- d. This exclusion does not apply to:
 - (1) **Bodily injury** if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any **insured** and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests; or
 - (2) **Bodily injury** or **property damage** arising out of heat, smoke or fumes from a **hostile fire** unless that **hostile fire** occurred or originated:
 - (a) At 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

- (b) At any premises, site or location on which any **insured** or any contractors or subcontractors working directly or indirectly on any **insured's** behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, **pollutants**.

77. TRACTS IN EXCESS OF FIFTEEN (15) HOMES

Any **claim** or **suit** or proceeding arising out of or in any way relating to **your work** performed on a project of new construction in excess of fifteen (15) homes. In multi-phased projects, the **insured** cannot have worked on more than fifteen (15) homes in totality of all phases.

This exclusion applies equally to any stand-alone tract home projects totaling for all phases in excess of fifteen (15) tract homes or to the residential portion of any planned unit development (PUD) or similar mixed-use projects that contain tract homes in excess of fifteen (15) units for the total project including all phases.

This exclusion does not apply to work performed for individual home owners under individual contracts or purchase orders after completion of original construction.

78. UNAUTHORIZED USE OF ANOTHER'S NAME OR PRODUCT

Personal injury or **advertising injury** arising out of the unauthorized use of another's name or product in any way, including, but not limited to use in any email address, domain name or meta tag, or any other similar tactics to mislead another's potential customers. Use of another's product includes, but is not limited to use of architectural plans, drawings or similar designs.

79. UNCOMPLETED WORK

Claim or **suit** arising out of or in any way related to **ongoing operations** at the time this policy inception unless the **ongoing operation** pending at the time of the inception of the original policy is disclosed in the application and endorsed to the policy. If this exception to the exclusion applies, coverage will then commence for **bodily injury** and **property damage** occurring as a result of **your work** performed on that portion of the **ongoing operation** after the inception of the policy including any continuous and unbroken renewal of the policy.

If this is a renewal policy and coverage has been continuous with us without interruption, and for the purpose of this exclusion only, the policy inception date shall be deemed to be the inception date of the first continuous policy issued by us.

80. UNDERGROUND UTILITY LOCATION

Any **claim**, demand, **suit** or proceeding arising out of any digging, excavation, boring or similar underground work if prior to beginning digging, excavation, boring or similar underground work if a local locator service does not inspect the job site, mark all underground lines, pipes, cables and underground utilities and provide a written record to the **Named Insured**.

81. UNLICENSED WORK

Any **claim** or **suit** arising out of work performed by an unlicensed person or entity if the jurisdiction in which the work was performed requires the person or entity to be licensed and the license complies with the activity performed.

82. UNSOLICITED ADVERTISING OR COMMUNICATION

Personal injury or **advertising injury** arising directly or indirectly out of any unsolicited advertising or communication, including, but not limited to, telephone, telefax, or email, or any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

- b. The CAN-SPAM Act of 2003, including any amendment of or additional to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distributing of material or information.

83. WAR

Bodily injury or property damage, however caused, arising, directly or indirectly, or in whole or in part, out of:

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

84. WARRANTIES

Any **claim** or **suit** arising out of or relating to any failure by any **insured** to secure, buy, obtain or maintain any form of warranty, insurance, surety or bond.

85. WILLFUL VIOLATION

Claim or **suit** arising out of or relating to any violation of any penal statute or ordinance committed by any **insured** or done at any **insured's** direction.

86. WORK IN EXCESS OF THIRTY-FIVE (35) FEET IN HEIGHT

Any **claim** or **suit** arising out of, related to or in any way connected with exterior work performed in excess of thirty-five (35) feet above the immediate ground or the floor beneath.

87. WORK OR PREMISES SPECIFICALLY INSURED ELSEWHERE

Bodily injury or property damage arising out of, resulting from, occurring at or connected with any location or premises which is or was at any time covered under any Consolidated Insurance Program (CIP), Owner Controlled Insurance Program (OCIP), Contractor Controlled Insurance Program (CCIP), Wrap-Up or similar insurance program.

This exclusion applies regardless of whether the CIP, OCIP, CCIP, Wrap-Up or similar insurance program provides coverage that is more restrictive than or identical to this policy, has limits adequate to cover all **claims** or remains in effect during the period of this policy.

This exclusion applies regardless of whether the CIP, OCIP, CCIP, Wrap-Up or similar insurance program has been exhausted, is insolvent, or otherwise unable or unwilling to respond to a **claim** or **suit**.

88. WORK ON OR ASSOCIATED WITH PUBLIC ROADWAYS OR RAILWAYS

Bodily injury or property damage involving any roadway work which includes all public streets, highways, freeways, including grading, landscaping, roadbuilding, all railway work, road and rail right of way maintenance, barrier, wall, or fencing work, subway work, tunnel work, bridge building and work on signals and other traffic controls. Public roadways include sidewalks, however, sidewalk work adjacent to individual buildings or residential units where you are performing services is not excluded under this endorsement.

89. WORKERS COMPENSATION AND SIMILAR LAWS

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

90. WRONG DESCRIPTION OF PRODUCTS, SERVICES OR PRICES

Personal injury or **advertising injury** arising out of the wrong description of the price of goods, products, or services or any wrong description of the goods, products or services stated in any **advertisement** by any **insured**.

91. 3D PRINTING

Bodily injury or **property damage** arising out of the use of 3D printing or the installation or sale of product manufactured using 3D printing.

This exclusion applies even if the **claim** or **suit** against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an **insured**, if the **occurrence** which caused the **bodily injury** or **property damage** involved the ownership, maintenance, installation, sale, use or entrustment to others of any **3D printer** or the involvement of **3D printing**.

The term **3D printing** as used in this exclusion includes, but is not limited to the action or process of making a physical object by a computer controlled additive manufacturing process from a 3-dimensional digital model or digital file, typically by laying down many thin layers of material in succession.

COVERAGE B—MEDICAL PAYMENTS

A. INSURING AGREEMENT

1. We will pay medical expense as described below for **bodily injury** caused by an accident on premises you own or rent or on ways next to premises you own or rent provided that:
 - a. The accident takes place in the **coverage territory** and during the **policy period**;
 - b. The expenses are incurred within the **policy period** and reported to us in writing within thirty (30) days of the expiration date of the policy; and
 - c. The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
2. **We** will make these payments regardless of fault. These payments will not exceed the applicable Limit of Insurance. **We** will pay reasonable expenses for:
 - a. First aid at the time of an accident;
 - b. Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - c. Necessary ambulance, hospital, professional nursing and funeral services.

B. EXCLUSIONS

We will not pay expenses for **bodily injury**:

1. Any **Insured** or Hired Person
To any **insured** or to any **employee** or any person hired to do work for or on behalf of any **insured** or a tenant of any **insured**.
2. Injury on Occupied Premises
To a person injured on that part of premises any **insured** owns or rents that the person occupies.

3. Workers Compensation and Similar Laws

To a person, whether or not an **employee** of an **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.

4. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises, games, sports or athletic contests of any kind.

5. Coverage A Exclusions

In any way related to **claims** or **suits** excluded under Coverage A.

6. Products-completed Operations Hazard

Included within the **products-completed operations hazard**.

SECTION II—WHO IS AN INSURED

A. If **you** are designated in the Common Policy Declarations as:

1. An individual, **you** and **your** spouse are **insureds**, but only with respect to the conduct of a business of which **you** are the sole owner and which is designated in the Common Policy Declarations as the **Named Insured**.
2. A partnership or joint venture, **you** are an **insured**. **Your** members, **your** partners and their spouses are also **insureds**, but only with respect to the conduct of **your** business. However, the members, partners and spouses of **your** members or **your** partners are not **insureds**.
3. A limited liability company, **you** are an **insured**. **Your** members are also **insureds**, but only with respect to the conduct of **your** business. **Your** managers are **insureds**, but only with respect to their duties as **your** managers. However, the members and managers of **your** members or **your** managers are not **insureds**.
4. An organization other than a partnership, joint venture or limited liability company, **you** are an **insured**. **Your** executive officers and directors are **insureds**, but only with respect to their duties as **your** executive officers or directors. **Your** stockholders are also **insureds**, but only with respect to their liability as stockholders.
5. A trust, **you** are an **insured**. **Your** trustees are also **insureds**, but only with respect to their duties as trustees.

B. Each of the following is also an **insured**:

1. **Your** direct **employees**, but not including **your executive officers** (if **you** are an organization other than a partnership, joint venture or limited liability company); **your** managers (if **you** are a limited liability company). However, **your** direct **employees** are **insured** only for acts within the scope of their employment by **you** or while performing duties related to the conduct of **your** business. No **employee** is an **insured** for:

a. **Bodily injury, personal injury or advertising injury:**

- (1) 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 **your executive officers**, directors or stockholders or to any other **employee** while that **employee** is either in the course of his or her employment or performing duties related to the conduct of **your** business;
- (2) To the spouse, child, parent, brother or sister of that **employee** as a consequence of paragraph 1.a. above;

- (3) 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.a.(1)** and **1.a.(2)** above; or
 - (4) Arising out of his or her providing or failing to provide professional health care services.
- b. Property damage** to property:
- (1) Owned, occupied or used by; or
 - (2) Rented or loaned to, in the care, custody or control of, or over which physical control of any nature or extent is being exercised for any purpose by;
- You**, any of **your employees**, any partners or members (if **you** are a partnership or joint venture), or any member (if **you** are a limited liability company).
- 2. Any person or organization having proper temporary custody of **your** property if **you** die, but only:
 - a. With respect to liability arising out of the maintenance or use of that property; and
 - b. Until **your** legal representative has been appointed.
 - 3. **Your** legal representative if **you** die, but only with respect to duties as such. That representative will have all **your** rights and duties under this Coverage Part.
- C.** Any other person, organization or entity qualifying as an **insured** by way of an endorsement to the policy is an **insured**, subject to the limitations set forth in the policy and in the endorsement(s).
- D.** No person, organization or entity is an **insured** under this policy by virtue of the acquisition of all or any part of the assets of an **insured** under this policy.
- E.** No person, entity or organization is an **insured** with respect to the conduct of any current or past corporation, organization, partnership, joint venture, trust or limited liability company that is not shown as a **Named Insured** in the Common Policy Declarations. This applies regardless of whether there is an increase in risk or hazard to **us** as a result of the conduct of any such current or past unnamed corporation, organization, partnership, limited liability company, joint venture or trust.
- F.** **You** are not an **insured** for any liabilities arising out of your acquisition of all or any part of another entity, organization, limited liability company, partnership or joint venture, whether by purchase, merger, or otherwise, that occurred or arose prior to **your** acquisition of the entity or organization.

SECTION III—LIMITS OF INSURANCE

A. DEFENSE EXPENSES WITHIN LIMITS OF LIABILITY

Defense expenses are included in the Limits of Insurance provided by this policy. All payments or costs incurred for **defense expenses** will reduce the Limits of Insurance by that amount. For each of the specific Limits of Insurance, any **defense expenses** will be included in determining the most **we** will pay.

B. LIMITS OF LIABILITY

- 1. The Limits of Insurance shown in the Commercial General Liability Declarations and the rules below fix the most **we** will pay regardless of the number of:
 - a. **Insureds**;
 - b. **Claims** made or **suits** brought; or
 - c. Persons or organizations making **claims** or bringing **suits**.
- 2. The General Aggregate Limit is the most **we** will pay for the sum of:

- a. **Damages** under Coverage A except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

- b. Medical expenses under Coverage B.
3. The Products/Completed Operations Aggregate Limit is the most **we** will pay under Coverage A for **damages** because of **bodily injury** and **property damage** included in the **products-completed operations hazard**.
 4. Subject to paragraph 2. above, the Personal Injury And Advertising Injury Limit is the most **we** will pay under Coverage A for the sum of all **damages** because of all **personal injury** and **advertising injury** sustained by any one person or organization.
 5. Subject to paragraphs 2. and 3. above, whichever applies, the Each Occurrence Limit is the most **we** will pay for the sum of:
 - a. **Damages** under Coverage A; and
 - b. Medical expenses under Coverage B;
 because of all **bodily injury** and **property damage** arising out of any one **occurrence**.
 6. Subject to the above, the Medical Expense Limit is the most **we** will pay under Coverage B for all medical expenses because of **bodily injury** sustained by any one person.
 7. Subject to the above, the Damage To Premises Rented To You—Fire Damage Limit, as shown in the Commercial General Liability Declarations page of this policy, is the most **we** will pay under Coverage A for **property damage** caused by fire to any one premises while rented to **you** or temporarily occupied by **you** with permission of the owner.
 8. Subject to the above, the Heating Device Sublimit as shown in the Commercial General Liability Declarations page of this policy is the most **we** will pay under Coverage A for any **claim** or **suit** arising from a **heating device**.
 9. Subject to the above, the Torch Down Or Hot Tar Roofing Sublimit as shown in the Commercial General Liability Declarations page of this policy is the most **we** will pay for any **claim** or **suit**.
 10. Subject to the above, additional sublimits may be set forth in endorsements attached to this policy.
 11. All **bodily injury** or **property damage** caused or alleged to have been caused by **your work** or **your product** which is incorporated into a project of construction, including a development of multiple district units, shall be deemed to have been caused by a single **occurrence** regardless of the number of claimants, **claims** or **suit**.
 12. When a single **occurrence** causes **bodily injury** or **property damage** that is covered by more than one policy issued by **us** or any other insurer(s), our limit of liability shall not exceed the Each Occurrence Limit available for any one **occurrence**. Only one policy issued by **us** shall apply to any one **occurrence**, even though the **occurrence** or the resulting **bodily injury** or **property damage** may be continuous, progressive, cumulative, changing or evolving.

C. DEDUCTIBLE

Our obligation under the coverages for **bodily injury**, **property damage**, **personal injury** and **advertising injury**, medical expenses or to pay **damages** and on your behalf applies only to the amount of **damages** and **defense expenses** include any deductible amounts stated in the Declaration Pages as applicable to such coverages. The deductible applies as follows:

1. Under **bodily injury** coverage, to all damages sustained by any one person or organization because of bodily injury;
2. Under **property damage** coverage, to all **damages** sustained by any one person or organization because of **property damage**;

3. Under **bodily injury** and **property damage** coverages combined, to all **damages** sustained by any one person or organization because **bodily injury** and **property damage** combined;
4. Under Coverages A and B to all amounts we pay in the defense and investigation of any claim or **suit** to which this insurance applies in addition to any indemnity payments we issue;
5. Under Medical Payments Coverage B, to all damages sustained by any one person because of **bodily injury**;
6. Under **personal injury** and **advertising injury** coverage to all damages sustained by any one person or organization for either **personal injury** or **advertising injury** or both injuries combined; and
7. Deductibles are applied per **claim** no matter how many **claims** are in one **occurrence**.

The Conditions of this policy are material terms to triggering our obligations under the policy and coverage under the policy. We will have no duty to provide a defense or indemnity to any **insured** unless you or any other involved **insured**, as a condition precedent to coverage, have fully complied with the conditions contained herein. The policyholder is obligated to remit all deductibles paid by the carrier upon demand. At the carrier's option the nonpayment deductible reimbursement obligation upon demand can be grounds for cancellation upon carrier's election.

SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS

A. BANKRUPTCY

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

B. INSURED'S DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

1. Any **insured** seeking coverage under this policy must, as a condition precedent to coverage, see to it that **we** are notified within thirty (30) days of an **occurrence** or an offense which may result in a **claim** or **suit**. To the extent possible, notice should include:
 - a. How, when and where the **occurrence** or offense took place;
 - b. The names and addresses of any injured persons or witnesses; and
 - c. The nature and location of any injury or damage arising out of the **occurrence** or offense.

Notice of an **occurrence** or offense is not notice of a **claim** or **suit**.

2. If a **claim** is made or **suit** is brought against any **insured**, as a condition precedent to coverage any **insured** must:
 - a. Immediately record the specifics of the **claim** or **suit** and the date received;
 - b. Provide written notice to **us** within thirty (30) days of **your** receipt of the **claim** or **suit**, regardless of whether **you** believe that the **claim** or **suit** is covered under this policy; and
 - c. Immediately send **us** copies of any demands, notices, summonses or legal papers received in connection with the **claim** or **suit**.

Failure to provide notice as required to **us** in this section shall be presumed to prejudice **us** and will void coverage for the **claim** or **suit**.

3. Any involved **insured** must, as a condition of recovery under this policy:
 - a. Authorize **us** to obtain records and other information;
 - b. Cooperate with **us** in the investigation, settlement or defense of the **claim** or **suit**; and

- c. Assist **us**, upon **our** request, in the enforcement of any right against any person or organization which may be liable to any **insured** because of injury or damage to which this insurance may also apply.
4. No **insured** will, except at that **insured's** own costs, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without **our** consent, and **we** shall not pay any attorney fees or litigation expenses incurred prior to **our** receiving actual notice of the **claim** or **suit** except for reimbursing reasonable expenses commenced within one week of the **occurrence** under \$7,500 which the company in its discretion believes was a covered loss and reasonable or necessary, and likely reduced further covered losses or resulted in a probable net savings to the company of indemnity or expenses.
5. No coverage is afforded under this policy for any default judgment, settlement, determination of liability or ruling from any judge, arbitrator, mediator or other trier-of-fact when entered or obtained before notice of the **claim** or **suit** was given to **us**.

C. COOPERATE AND ASSIST AS REQUESTED WITH OUR INVESTIGATION AND EVALUATION

1. Any **insured** seeking coverage under this policy is obligated to:
 - a. Timely provide all job files, invoices, change orders, contracts and related information when requested;
 - b. Timely respond to all written or verbal inquiries from **us** or on **our** behalf;
 - c. Verify the scope and nature of all work actually performed by any **insured**;
 - d. Verify the scope and nature of all work any **insured** contracted to perform;
 - e. Assist **us** in any matter relating to or arising from any **claim** or **suit**;
 - f. Attend hearings, trials and depositions as requested;
 - g. Assist with the preparation of written discovery responses and providing verifications as requested; and
 - h. Submit to an examination under oath and/or examination of documents and verify the results thereof.
2. All requests by **us** or on **our** behalf seeking assistance or information relating to a **claim** or **suit** must be responded to by the **insured** seeking coverage within sixty (60) calendar days. The failure to respond as requested will result in the issuance of a written notice of **our** intent to void the policy for a material breach by the **insured** of its duty to cooperate. The notice of **our** intention to void the policy for failure to respond will be sent to the **Named Insured** at the address shown in the Common Policy Declarations.
3. The **insured** seeking coverage will have thirty (30) calendar days from the date of the mailing of the notice of **our** intention to void the policy to provide the requested information or to submit to the examination under oath. If the **insured** fails to fully comply with the request for assistance or information, the policy will be deemed null and void.

D. LEGAL ACTION AGAINST US

No person or organization has a right under this insurance:

1. To join **us** as a party or otherwise bring **us** into a **suit** asking for **damages** from an **insured**; or
2. To sue **us** on this insurance 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 final judgment against an **insured** entered after an actual and contested trial; but **we** will not be liable for **damages** that are

not payable under the terms of this insurance 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.

E. OTHER INSURANCE

If other valid and collectible insurance is available to any **insured** for a loss **we** cover under Coverage A or B of this policy, **our** obligations are limited as follows:

1. Excess Insurance

- a. This insurance is excess over any other insurance, deductibles or self-insured amounts that indemnify an **insured** for a **claim** or **suit** whether the other insurance is stated to be primary, pro rata, contributory, excess, contingent, umbrella or on any other basis, unless the other insurance is issued to the **Named Insured** and is specifically written to apply in excess of the Limits of Insurance of this policy.
- b. When this insurance is excess over other insurance, **we** will pay only **our** share of the amount of loss, if any, that exceeds the sum of:
 - (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (2) The total of all deductible and self-insured amounts under all that other insurance.

2. Method of Sharing

If both this policy and any other policy applies to the same loss, the method of sharing for **bodily injury** or **property damage** is subject to **SECTION III—LIMITS OF INSURANCE**, subsection **B. LIMITS OF LIABILITY**, paragraph **12**. for all **claims** or **suits** involving continuous and progressive **damages** If another insurer provides concurrent coverage to the **insured** for **bodily injury** or **property damage**, the method of sharing is as follows:

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

F. PREMIUM AUDIT

1. **We** will compute all premiums for this Coverage Part in accordance with **our** rules and rates.
2. The premium shown for this Coverage part is a **deposit premium** only. At the close of each audit period **we** will compute the **audit premium** for that period. The **audit premium** will be based upon **your gross receipts**. The **audit premium** rate per class code will be based on the **deposit premium** rate without decrease or discounts applied to the rate other than at **our** discretion.
3. **Audit premium** is due and payable immediately upon notice to the first **Named Insured**. The **deposit premium** is the minimum premium to be paid for the policy term and is computed at the inception of the policy. If the **audit premium** is more than the **deposit premium**, **you** will also pay **us** the difference between the **audit premium** and the **deposit premium**.
4. Regardless of whether an **audit premium** is a lesser amount than **deposit premium**, **we** have the right to retain the **deposit premium** in full. The **deposit premium** will be deemed earned.
5. The first **Named Insured** must keep records of the information **we** need for premium computation, send **us** copies of the records at such times as **we** may request and make available original

documents for inspection. In addition, the **Named Insured** must provide the following upon request:

- a. All checking account records, general ledgers and payroll records;
 - b. All tax returns, including partnership and corporate tax returns, as well as all payroll tax returns, including quarterly payroll tax returns;
 - c. All payroll records for all **employees** of the first **Named Insured**;
 - d. A record including original and summaries of accounts receivable, accounts payable, contracts, invoices and any and all financial documents of the first **Named Insured**; and
 - e. All records of contracts with and payments to subcontractors as well as all certificates of insurance received from subcontractors.
6. If the first **Named Insured** does not allow **us** access to the records and make available information as provided for in paragraph 5., then at **our** sole discretion, **we** may pursue any of the following courses of action:
- a. Initiate a legal and/or equitable proceeding in a court to force an audit or disclosure of records necessary to complete an audit or to secure an accounting; or
 - b. Invoice the first **Named Insured** for an additional premium equal to one hundred percent (100%) of the original **deposit premium** shown on the Commercial General Liability Declarations Page of this policy.
7. All additional premium invoices under this policy are due and payable by the first **Named Insured** thirty (30) days after mailing of the invoice by **us** or **our** authorized representative.
8. The first **Named Insured** further agrees to pay, upon demand, all reasonable attorney's fees, collection costs, and court costs required by **us** to enforce **our** rights and remedies in seeking additional premium owed to **us** or seeking records required to be provided to **us** by the **Named Insured**.
9. Any failure by **us** in auditing the policy or inspecting records or any waiver of **our** rights to inspection of books and records, shall not act as a continuing or permanent waiver.
10. **We** retain the right to audit the policy at any time at **our** sole discretion for three years after termination of the policy in question.
11. On any policy issued by us, if the **Named Insured** has failed to cooperate in a premium audit or pay audit premium due then we may elect in writing to offset our obligation and assert an additional deductible on any pending or future **claim** or **suit** by any insured or third party until the amount of the delinquent audit premium is paid.

G. PREMIUM, FEES AND DEDUCTIBLES

The first **Named Insured** shown in the Common Policy Declarations is responsible for the payment of all premiums, policy fees and charges and all applicable deductibles.

H. REPRESENTATIONS

By accepting this policy, **you** agree:

- 1. The statements made in the declarations, questionnaire(s), inspection(s), audit(s) and application and the information provided in any documents provided during the application process are accurate and complete;
- 2. The policy was issued based upon representations **you** made to **us**;
- 3. Any response **you** made to any question in any application, declaration or questionnaire was material to **our** decision to issue this policy;
- 4. **We** have issued this policy in material reliance upon **your** representations; and

5. Any false, misleading, inaccurate or incomplete statements or omissions made by **you** or **your** agents or representatives will, at **our** election and upon **our** returning any **deposit premium** or **audit premium**, result in the rescission of this policy as of its inception.

If, prior to the inception date, any **insured** has knowledge of any fact, circumstance or situation which ultimately gives rise to a **claim** or **suit** for which coverage may be afforded by this insurance and any **insured** fails to disclose this knowledge to **us**, any **claim** or **suit** subsequently emanating therefrom shall be excluded from coverage under this policy.

I. SEPARATION OF INSUREDS

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first **Named Insured**, this insurance applies:

1. As if each **Named Insured** were the only **Named Insured**; and
2. Separately to each **insured** against whom **claim** is made or **suit** is brought.

J. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any **insured** has rights to recover all or part of any payment **we** have made under the applicable Coverage Part, those rights are transferred to **us**. The **insured** must do nothing after loss to impair such rights. At **our** request, such **insured** will bring **suit** or transfer those rights to **us** and help **us** enforce them.

K. TRANSFER OF YOUR RIGHTS AND OBLIGATIONS UNDER THIS POLICY

No **insured** may transfer its rights or its obligations under this policy without **our** express written consent. In the event of the death of an individual identified as the first **Named Insured**, duties under this policy shall be transferred to the legal representative of the first **Named Insured**.

L. CANCELLATION

1. The first **Named Insured** shown on the Common Policy Declarations Page may cancel this policy by mailing or delivering to **us** ten (10) days advance written notice of cancellation.
2. **We** may cancel this or any renewal of this policy by mailing or delivering to the first **Named Insured** written notice of cancellation at least:
 - a. Ten (10) days before the effective date of cancellation if **we** cancel for non-payment of premium on this or any renewal policy; or
 - b. Thirty (30) days before the effective date of cancellation if **we** cancel for any other reason.
3. **We** will mail or deliver **our** written notice of cancellation to the first **Named Insured's** address shown in the Commercial General Liability Declarations.
4. Notice of cancellation will state the effective date of cancellation and the **policy period** will end on that date.
5. If this policy is cancelled, **we** will send the first **Named Insured** or Premium Finance Company, if applicable, premium refund due as follows:
 - a. If **we** cancel, any down payment will be deemed fully earned and any remaining refund will be pro rata; or
 - b. If the first **Named Insured** cancels, any down payment will be deemed fully earned as a result any refund may be less than pro rata and will be computed by the Company's customary short-rate cancellation procedure and subject to any applicable minimum premium for the issuance of a policy as reflected on the short-rate cancellation schedule.

- c. Cancellation by **us** will be effective even if **we** have not made or offered any refund that may be owing.
6. Proof of mailing of the notice of cancellation and not the actual receipt of the notice is sufficient to effect cancellation.

M. EXAMINATION UNDER OATH AND EXAMINATION OF DOCUMENTS

An **insured**, as often as may be reasonably required, will submit to an examination under oath by **us** or by any person named by **us** and will sign the transcript of such examination. The examination may be recorded by any reliable method of recording including but not limited to audio recorder, video recorder or certified court reporter.

We, or any person named by **us**, may examine under oath any **insured** separately and apart from and out of the presence of any other **insured**.

An **insured** may, at its own expense, be represented by counsel during the examination under oath and may independently record the proceedings.

Additionally, an **insured**, as often as may be reasonably required, will produce for examination by **us** or any person named by **us** all writings, drawings, books of account, invoices or similar documents and will permit extracts and copies to be made of any and all documents produced. An **insured** will sign a verification, affidavit, declaration or similar document attesting to the authenticity of the documents produced.

The failure or refusal of an **insured** to comply with a request for examination under oath or examination of documents is understood by all **insureds** to be a material breach of a condition precedent to coverage under the policy and will result in forfeiture of any and all rights as to the **claim, suit** or demand for which the examination under oath or examination of documents was requested.

N. SELECTION OF COUNSEL

When **we** have the duty to defend any **suit** against any **insured**, **we** expressly retain the right to select defense counsel, experts and other consultants or vendors even if **we** reserve **our** rights concerning the applicability of coverage under the policy. **We** will have no obligation to reimburse an **insured** for any fees or costs incurred by an **insured** through counsel not of our choosing.

In the event that **we** agree to the retention of defense counsel, experts and other consultants or vendors of an **insured's** choosing, **our** obligation to pay for such defense shall be limited to fees calculated at the rate **we** would pay counsel, experts, consultants or vendors selected by **us** and to expenses approved by **us** in advance of being incurred. **We** will have no obligation to pay or reimburse an **insured** for expenses incurred without **our** express prior approval.

O. 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, including the attached endorsements, constitutes the entire agreement between the **Named Insured** and **us**.

P. EXAMINATION OF BOOKS AND RECORDS

We may examine and audit the books and records of any **insured** as they related to this policy at any time during the **policy period** and up to three years afterward.

Q. INSPECTIONS AND SURVEYS

1. **We** have the right to:
 - a. Make inspections and surveys at any time;

b. Give **you** reports on the conditions **wefind**; and

- c. Recommend changes.
2. **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;
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to use, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations **we** may make relative to certification, under state or municipal statutes, ordinance or regulations, of boilers, pressure vessels or elevators.

R. ARBITRATION

Any controversy or **claim** arising out of or relating to this policy, except for and not including any **claim** or **suit** arising from or associated with any dispute relating to premiums, contribution to **us**, or deductible (if applicable) or any claim for reimbursement of any kind to **us** (as provided in Condition T. below), shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) shall be entered in any court having jurisdiction thereof. Each party will bear its own costs of participating in the arbitration proceeding. Said arbitration is to be held in the state where the dispute arose if within the **coverage territory**. If not applicable the arbitration proceeding may be held in any state having competent jurisdiction over the dispute.

S. GOVERNING LAW

This policy shall be construed in accordance with and all disputes hereunder shall be governed by the laws of the particular state in the **coverage territory** where the dispute arose.

T. CHOICE OF VENUE

The **insureds** agree that for purposes of any **claim** or **suit** arising from or relating to any dispute relating to premiums, policy fees, contribution to **us**, or deductible (if applicable) or any claim for reimbursement of any kind to **us** such **suit** will be filed in any competent court in the **coverage territory** or the state where the policy issuance occurred at the election of **us** in either a state or federal court.

U. 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.

V. ASSIGNMENT OF INTEREST

This policy and any and all rights hereunder are not assignable without **our** express prior written consent.

W. INDEPENDENT CONTRACTOR OR SUBCONTRACTOR PREMIUM

When work or operations are performed by others, including independent contractors or subcontractors, on **your** behalf, **you** shall obtain prior to the start of work or operations, and have record of, certificates of insurance confirming that the person or organization performing the work or operations has Commercial General Liability insurance coverage with minimum limits of insurance of the following:

Each Occurrence Limit:	\$1,000,000
General Aggregate Limits: (Other than Products-Completed Operations)	\$2,000,000
Products-Completed Operations Aggregate Limit:	\$2,000,000
Personal and Advertising Injury Limit:	\$1,000,000

Failure to comply with this condition does not alter the coverage provided by this policy. However, should **you** fail to comply, the entire cost of work or operations performed by others on **your** behalf during the annual policy term when the work was commenced, this failure may be used by **us** to modify the premium basis up to the amount of premium discount related to subcontracted work and accordingly additional premium may be applied at **our** discretion.

SECTION V—DEFINITIONS

ABANDON

Abandon means when any **insured** has ceased, forsaken, left or deserted work, a project or jobsite without the intent to return.

Abandon includes the ceasing, forsaking, leaving or deserting of work due to nonpayment to the **insured** or due to any **insured** or any person or entity the **insured** works for being forced off the project for any reason including, but not limited to civil unrest, project conditions, weather, or natural disaster.

Intent may be inferred from the circumstances. A written or oral declaration of intent to **abandon** is not required.

ADDITIONAL INSURED

Additional insured means any person or organization that the **Named Insured** has agreed in an **insured contract** to name as an **additional insured** and has been named or identified by description in an **additional insured** endorsement issued and attached to the policy. Coverage is afforded under this policy for an **additional insured** for Coverage A liability only.

Bodily injury and **property damage** coverage is afforded to the **additional insured(s)** as provided in the insuring agreement and subject to all policy provisions, provided that the **bodily injury** or **property damage** also:

1. First takes place after the execution of the **insured contract**; and
2. Arises from **your work** performed for the **additional insured(s)** during the **policy period** or arises from **your ongoing operations**.

ADVERTISEMENT

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

1. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
2. Regarding websites, only that part of a website that is about your goods, **your products** or services for the purposes of attracting customers or supporters is considered an **advertisement**.

ADVERTISING INJURY

Advertising injury means injury arising out of the oral or written publication of material that slanders or libels a person or organization.

AUDIT PREMIUM

Audit Premium means the premium in addition to the **deposit premium**, if any, which is calculated at the end of the **policy period** and is determined to be owing following an audit of the first **Named Insured's** records, and a computation of **gross receipts** during the **policy period**, based on the information provided to **us**.

AUTO

Auto means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. **Auto** does not include **mobile equipment**.

BODILY INJURY

Bodily injury means **bodily injury**, sickness or disease sustained by a person, including death resulting from any of these at any time. **Bodily injury** does not include any mental or emotional trauma or distress unless said mental or emotional trauma or distress was originally caused by a direct injury, physical sickness or physical disease that is itself covered by this policy.

CLAIM

Claim means a written or oral demand for payment of money or the performance of services because of **bodily injury, property damage, personal injury** or **advertising injury** received by any **insured**.

Claim includes, but is not limited to, the service of **suit**, the institution of an arbitration, mediation, administrative or governmental action or proceeding against an **insured**.

COURSE OF CONSTRUCTION

Course of construction means that period after construction begins until the entire project has been: (1) finally accepted by its current owner or purchaser; and (2) put to its intended use; and (3) permitted for occupancy.

COVERAGE TERRITORY

Coverage territory means:

1. The state of the United States of America in which this policy was issued; or the states of the United States of America identified by the **Named Insured** in its application for insurance as the places in which it does business.
2. **Coverage territory** does not include any land or buildings owned or under the jurisdiction of any sovereign foreign or sovereign tribal entity not under the jurisdiction of the state courts within the **coverage territory**.

DAMAGES

Damages means the monetary portion of any judgment, award or settlement; however, **damages** shall not include:

1. Attorney fees, costs and/or expenses awarded against any **insured**;
2. Taxes;
3. Any fines whether or not they are punitive in nature, including, but not limited to civil, administrative or criminal fines, penalties, assessments, punitive damages, exemplary damages, multiplied damages, liquidated damages or damages for delay;
4. Sanctions regardless of the assessing entity;
5. Matters which are uninsurable under the law pursuant to which this policy shall be construed or local duly constituted governmental, quasi-governmental or administrative authority or agency;

6. Disgorgement, the return of or restitution of fees, profits or charges for services rendered or costs or expenses associated with complying with an order of disgorgement, or the return of or restitution of fees, profits or charges for services rendered;
7. Costs to comply with any order granting any form of equitable relief;
8. Clean-up costs, response costs, or costs associated with the abatement of any condition or situation; or
9. Any and all prophylactic costs or costs which are prophylactic in nature.

DEFENSE EXPENSES

Defense expenses means payments allocated to a specific **claim** or **suit** for its investigation, settlement, or defense, including:

1. Attorney fees and all other reasonable fees and costs and expenses resulting from the investigation, adjustment, defense and appeal of a **claim** or **suit** and incurred on the behalf of the **insured**. This includes all fees, costs and expenses incurred for the services of a third-party administrator;
2. All reasonable expenses incurred by the **insured** at **our** request to assist **us** in the investigation or defense of the **claim** or **suit**, including actual loss of earnings up to one hundred dollars (\$100) a day because of time off from work;
3. Prejudgment interest awarded against the **insured** on that part of the judgment **we** pay. If **we** make an offer to pay the applicable limit of insurance, **we** will not pay any prejudgment interest based on that period of time after the offer;
4. All interest on any judgment that accrues after entry of the judgment and before **we** have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance; and
5. All items identified in paragraphs **1.**, **2.**, **3.**, and **4.** of this definition if those sums are paid on behalf of an **insured's** indemnitee or **additional insured** or paid by **us** to an **insured** in reimbursement of said items.

Defense expenses do not include salaries and expenses of **ouremployees** or the **employees** of any **insured**, other than that portion of **our** employed attorneys' fees, salaries and expenses allocated to a specific **claim** or **suit** for the defense of any **insured**.

DEPOSIT PREMIUM

Deposit premium means the minimum premium to be paid for the **policy period** and is computed at the inception of the policy. **Deposit premium** is the estimated annual premium determined at the time of the policy quote and issuance. The **deposit premium** may be paid in a lump sum or through an agreed payment schedule.

ELECTRONIC DATA

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.

EMPLOYEE

Employee includes any person or persons hired by, loaned to, leased to, contracted for, or volunteering services to an **insured**, whether or not paid or compensated by an **insured**.

Employee means all possible categories and types of **employees**, including, but not limited to any **leased worker, temporary worker, volunteer worker** or anyone who may be determined to be an **employee** of any **insured** or an **employee** of an **employee** of any **insured**, under any legal or equitable theory or doctrine. **Employee** includes anyone that any **insured** may be found liable for or to as an employer.

EXECUTIVE OFFICER

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

EXPLOSIVE

Explosive means benzene, benzol, dynamite, ether, fireworks, gasoline, Greek fire, gunpowder exceeding twenty-five (25) pounds in quantity, naphtha, nitroglycerine, or other explosives, phosphorous, or petroleum or any of its products.

EXTERIOR INSULATION AND FINISH SYSTEM (EIFS)

Exterior insulation and finish system means an exterior cladding or finish system used on any part of any structure, and consisting of:

1. A rigid or semi-rigid insulation board made of expanded polystyrene or other materials;
2. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
3. A reinforced base coat;
4. A finish coat providing surface texture and color; and
5. Any flashing, caulking or sealant used with the system for any purpose.

FINANCIAL SERVICES

Financial services means services related to or arising out of any of the following:

1. Planning, administering, consulting, maintaining, supervising or advising on:
 - a. Any investment, pension, annuity, savings, checking or retirement plan, fund or account;
 - b. The issuance or withdrawal of any bond, debenture, stock or other securities; or
 - c. The sale or trading of securities, futures, commodities, or currencies.
2. Acting as a stock portfolio transfer agent, dividend disbursing agent, fiscal or paying agent, tax withholding agent, escrow agent, clearing agent, electronic funds transfer agent, bailee, or the exercise of any other type of fiscal duties or activities;
3. Lending or arranging for the lending of money, including credit card, debit card, leasing or any mortgage operations or activities, including but not limited to, securing financing, refinancing, inter-bank transfers, letters of credit and escrow activities;
4. Repossessing of real or personal property or acting as an assignee; for the benefit of creditors or as a trustee;
5. Evaluating or reporting of credit in any form;
6. Maintaining of financial accounts or records;
7. Compliance with local, state or federal tax laws including, but not limited to tax planning, tax advising or the preparation of tax returns;
8. Selling or issuing travelers checks, letters of credit, certified checks, cashier's checks, bank checks, money orders or advances on payroll checks; or

9. Administering any **employee** benefits program, securing any **employee** benefits program or maintaining any financial accounts or records of any kind for any **employee**.

FIRE LEGAL LIABILITY

Fire legal liability means damages for fire due real property for that portion of the premises rented by you that are occupied by you with the permission of the owner. The Fire Legal Liability Limit as contained in the Declarations applies to all incidents combined at the same premises as if they are one incident. **Fire legal liability** does not include liability for **damages** to personal property or liability for **bodily injury** and does not include any obligation to defend and **advertising injury claim** or third-party claim.

GREEN

Green means enhanced energy efficiency or use of environmentally preferable, sustainable materials, products or methods in design, construction, manufacture or operation as recognized by a **green standards-setter**.

GREEN STANDARDS-SETTER

Green standards-setter means an organization or governmental agency which products and maintains guidelines related to **green** products and practice. **Green standards-setters** include, but are not limited to:

1. The Leadership in Energy and Environmental Design (LEED[®]) program of the U.S. Green Building Council;
2. ENERGY STAR, a joint program of the U.S. Environmental Protection Agency and the U.S. Department of Energy; and
3. Green Globes[™], a program of the Green Building Initiative.

GROSS RECEIPTS

Gross receipts means the total market value of:

1. All goods or products sold, installed or distributed by **you** or on **your** behalf during the **policy period**;
2. All of **your work**, services or operations performed during the policy term, including labor, materials and equipment used in the execution of **your work** performed during the **policy period**;
3. Any land that comprises part of the total market value of a construction project; and
4. Any other revenue generating activities performed during the **policy period** by **you** or on **your** behalf.

Gross receipts shall not be reduced by any costs, payments or expenses the **Named Insured** has or will pay or incur that nets down the total market value as stated in **1.**, **2.**, **3.** and **4.** above.

HOSTILE FIRE

Hostile fire means a fire which becomes uncontrollable or breaks out from where it was intended to be contained.

IMPAIRED PROPERTY

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

1. It incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or

2. **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, even though such property may be damaged in the course of the repair, replacement, adjustment or removal of **your product** or **your work**.

INSURED CONTRACT

Insured contract means:

1. That part of any written contract or written 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 a thirdparty or organization for **bodily injury** or **property damage** which is not otherwise excluded under this policy. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
2. To be an **insured contract** the written contract or written agreement under which the tort liability of another is assumed must specifically identify the project at issue in the **claim, suit** or other proceeding for which coverage is sought and the written contract or written agreement must be signed by both the **Named Insured** and the party for which tort liability was assumed prior to the **Named Insured** performing work at the project at issue in the **claim, suit** or other proceeding.

An **insured contract** does not include that part of any written contract or written agreement:

1. That indemnifies anyone for **damages** by fire to premises, merchandise, inventory or equipment rented or loaned to or used by **you** except **fire legal liability** relating to fire damage to premises while rented to **you** or temporarily occupied by **you** with permission of the owner. A separate sub-limit of insurance applies to this coverage as provided in **SECTION III—LIMITS OF INSURANCE, subsection B. LIMITS OF LIABILITY, paragraph 7.**
2. That indemnifies any architect, engineer, or surveyor for injury or damage arising out of:
 - a. Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, field orders, change orders, drawings, designs, measurements or specifications; or
 - b. Giving or failing to give directions or instruction;
3. That arises from an easement or license agreement;
4. That indemnifies anyone for any **damages** arising out of construction or demolition operations on or within fifty (50) feet of a railroad property, including, but not limited to any railroad bridge, trestle, tracks, road-beds, tunnel, underpass or crossing;
5. That is, or is contained in, an elevator maintenance agreement;
6. Under which any **insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the **insured's** rendering or failure to render professional services (preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, field orders, change orders, drawings, designs, measurements or specifications; or giving or failing to give directions or instructions) and supervisory, inspection, architectural or engineering activities;
7. That indemnifies an **additional insured** or anyone else for **bodily injury** or **property damage**, beyond the applicable coverages including all exclusions provided **you** under this policy; or
8. That offers **defense expenses** as defined in the policy to an **additional insured** or anyone else except that defense expenses will be included as part of an **insured contract** regarding only

an individual or company who has been named as an **additional insured** under Form CG 2037 or CG 2010 Additional Insured Endorsement issued pursuant to this policy.

LEASED WORKER

Leased worker means a person leased to **you** by a labor leasing firm under a written agreement between **you** and the labor leasing firm, to perform duties related to the conduct of **your** business.

LOADING OR UNLOADING

Loading or unloading means the handling of property:

1. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or **auto**;
2. While it is in or on an aircraft, watercraft or **auto**; or
3. 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**.

MOBILE EQUIPMENT

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

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises **you** own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in **1.**, **2.**, **3.** or **4.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers;
6. Vehicles not described in **1.**, **2.**, **3.** or **4.** above maintained primarily for purposes other than the transportation of persons or cargo.

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

1. Equipment designed primarily for:
 - a. Snow removal;
 - b. Road maintenance, but not construction or resurfacing; or
 - c. Street cleaning;
2. Cherry pickers and similar devices mounted on **auto** or truck chassis and used to raise or lower workers; or

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

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**.

NAMED INSURED

Named Insured means the person or organization named in the Common Policy Declarations Page of this policy.

OCCURRENCE

Occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

All **bodily injury** or **property damage** caused or alleged to have been caused by **your work** or **your product**, which is incorporated into a project of construction, including a development of multiple distinct units, shall be deemed to have been caused by a single **occurrence**.

ONGOING OPERATIONS

Ongoing operations means:

1. Work that is still in progress;
2. Work occurring prior to the completion of the contracted work; or
3. Work that is not within the definition of **products-completed operations hazard**.

PERSONAL INJURY

Personal injury means injury, other than **bodily injury** or **advertising injury**, arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment;
2. Malicious prosecution;
3. The actual, complete and wrongful physical eviction by the **Named Insured**, through legal process, of a person from a dwelling that the person occupies; or
4. Oral or written publication of material that slanders or libels a person or organization.

POLICY PERIOD

Policy period means the term of this policy from its inception date to the earlier of its expiration date, shown in the Common Policy Declarations, or the date of any cancellation.

POLLUTANT

Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant, whether manufactured or naturally occurring, including, but not limited to: smoke; vapor; soot; fumes; acids; alkalis; chemicals; pesticides; petroleum products including, but not limited to gasoline, kerosene, diesel fuel, motor oils, hydraulic fluids and solvents; biological agents and allergens; noise; light; waste; or anything else which is injurious to human health or welfare, ecological systems or the environment. Waste includes biological waste or waste byproducts as well as materials to be recycled, reconditioned or reclaimed.

PRODUCTS-COMPLETED OPERATIONS HAZARD

1. 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:
 - a. Products that are still in **your** physical possession; or

- b. Work that has not yet been completed.
2. **Your work** will be deemed completed at the earliest of the following times:
- a. When all of the work called for in **your** contract has been completed, including all work called for under any changes thereto.
 - b. When all of the work to be done at the job site has been completed if **your** contract calls for work at more than one job site.
 - c. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor.
 - d. When **you** have been terminated or locked out from the project or job site.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed, even if such service, maintenance, correction, repair or replacement is required under **your** contract.

3. This hazard does not include **bodily injury** or **property damage** arising out of:
- a. The transportation of property, unless the **bodily injury** or **property 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**;
 - b. The existence of tools, uninstalled equipment or **abandoned** or unused materials; or
 - c. Products or operations for which the classification, listed in the Commercial General Liability Declarations or in a policy schedule, states that **products-completed operations hazards** are subject to the General Aggregate Limit.

PROPERTY DAMAGE

Property damage means physical injury to tangible property, including all resulting loss of use of that physically injured property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it. Normal wear and tear of property is not **property damage**.

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

SUIT

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

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

TAKEOVER

Takeover means the earlier of the date the **takeover contractor** signs the contract to become a **takeover contractor** or starts work as a **takeover contractor**.

TAKEOVER CONTRACTOR

Takeover contractor means a contractor that continues, completes, finishes, repairs or replaces any work of a previous contractor on real property that is in the **course of construction** at the time of **takeover**.

TEMPORARY WORKER

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.

VOLUNTEER WORKER

Volunteer worker means a person who is performing duties related to the conduct of **your** business without remuneration or other compensation.

YOUR PRODUCT

Your product means:

1. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - a. **You**;
 - b. Others trading under **yourname**; or
 - c. A person or organization whose business or assets **you** have acquired; and
2. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

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.

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

YOUR WORK:

Your work 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.

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.

If **you** are a construction supervisor or a construction manager, the entirety of the job site or project on or which **you** or others on **your** behalf are providing supervision or management services shall be deemed to be **your work** or property on which **you** are performing operations.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
RBS0071911	11/15/2020	Commercial Door Installers LLC	047BZ

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED—ONGOING OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II—WHO IS AN INSURED, paragraph **C.** is amended to include, for **COVERAGE A—BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY AND ADVERTISING INJURY LIABILITY** only, as an **additional insured**, any person, entity or organization for whom the **Named Insured** is performing **ongoing operations** only when the **Named Insured** has agreed with the person, entity or organization in an **insured contract** to name the person, entity or organization as an **additional insured**.

1. Such person, entity or organization is only an **additional insured** with respect to liability for **bodily injury** or **property damage** caused, in whole or in part, by the **ongoing operations** of the **Named Insured** performed for the **additional insured**.
2. The **insured contract** must be currently in effect or become effective during the **policy period**, be executed prior to the **bodily injury** or **property damage** first happening, and be between the **Named Insured** and the **additional insured**.
3. This coverage does not apply to **bodily injury** or **property damage** after:
 - a. **Your work** for the **additional insured** has been completed; or
 - b. That portion of **your work** out of which the **bodily injury** or **property damage** arises has been put to its intended use by any person or organization.
4. The applicable limit of our liability shall not be increased by the inclusion of the **additional insured** under the policy.
5. We shall have no duty to indemnify the **additional insured** for **damages, claims** or any other liabilities arising from actions, inactions, errors or omissions of the **additional insured**.
6. **Our** duty to indemnify the **additional insured** under an **insured contract** pursuant to this endorsement shall be limited to that sum derived by applying the percentage of fault of the **Named Insured** as determined by the trier-of-fact to the total damage sum allocated by the trier-of-fact to the **additional insured**. Under no circumstances shall we pay more than this proportionate indemnity share required of the policyholder in the **insured contract**.
7. Any indemnity payments made on behalf of any **additional insured** under an **insured contract** shall reduce the applicable limits of insurance on a dollar for dollar basis. Any indemnity payments paid to or on behalf of the **additional insured** pursuant to this endorsement are subject to the terms, conditions and limitations of the policy.

8. This endorsement does not create a duty on **our** part to defend the **additional insured** or to participate in, contribute to, or reimburse any person, organization or entity for any fees or expenses incurred in the defense of the **additional insured**.

SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS, Condition B. INSURED'S DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT of the policy is amended to include:

An **additional insured** under this endorsement shall in addition to complying with all provisions of the policy:

1. Give written notice to **us** of an **occurrence** or an offense which may result in a **claim** or **suit** within thirty (30) days of notice to the **additional insured**.
2. Give written notice to **us** of a **claim** or **suit** brought against the **additional insured** within thirty (30) days of the **additional insured** being served with the **claim** or **suit**.
3. Give written notice to any other insurer who has or may have coverage under its policy or policies for a **claim,suit** or demand for defense or indemnity within thirty (30) days of the **additional insured** being served with the **claim,suit** or demand for defense or indemnity. Such notice must demand the full coverage available under the policy. The **additional insured** will not take any action to waive or limits such other coverage available to it.
4. Obtain and provide to **us** copies of each and every policy from each and every insurer identified pursuant to the preceding paragraph.

This endorsement is subject to all terms, conditions and exclusions of the policy, which remain unchanged.



AUTHORIZED REPRESENTATIVE

11/16/2020

DATE



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
RBS0071911	11/15/2020	Commercial Door Installers LLC	047BZ

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED—ONGOING OPERATIONS—PRIMARY AND NON-CONTRIBUTORY—OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY® COVERAGE FORM

SECTION II—WHO IS AN INSURED, paragraph C. is amended to include, for **COVERAGE A—BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY AND ADVERTISING INJURY LIABILITY** only, as an **additional insured**, any person, entity or organization for whom the **Named Insured** is performing **ongoing operations** only when the **Named Insured** has agreed with the person, entity or organization in an **insured contract** to name the person, entity or organization as an **additional insured**.

1. Such person, entity or organization is only an **additional insured** with respect to liability for **bodily injury** or **property damage** caused, in whole or in part, by the **ongoing operations** of the **Named Insured** performed for the **additional insured**.
2. The **insured contract** must be currently in effect or become effective during the **policy period**, be executed prior to the **bodily injury** or **property damage** first happening, and be between the **Named Insured** and the **additional insured**.
3. This coverage does not apply to **bodily injury** or **property damage** after:
 - a. **Your work** for the **additional insured** has been completed; or
 - b. That portion of **your work** out of which the **bodily injury** or **property damage** arises has been put to its intended use by any person or organization.
4. The applicable limit of our liability shall not be increased by the inclusion of the **additional insured** under the policy.
5. We shall have no duty to indemnify the **additional insured** for **damages, claims** or any other liabilities arising from actions, inactions, errors or omissions of the **additional insured**.
6. **Our** duty to contractually indemnify the **additional insured** under an **insured contract** shall be limited to that sum derived by applying the percentage of fault of the **Named Insured** as determined by the trier of fact to the total damage sum allocated by the trier of fact to the **additional insured**. Under no circumstances shall we pay more than this proportionate contractual indemnity share.
7. Any contractual indemnity payments made on behalf of any **additional insured** under an **insured contract** shall reduce the applicable limits of insurance on a dollar for dollar basis. Any contractual indemnity payments are subject to the terms, conditions and limitations of the policy.

8. This endorsement does not create a duty on **our** part to defend the **additional insured** or to participate in, contribute to, or reimburse any person, organization or entity for any fees or expenses incurred in the defense of the **additional insured**.

SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS, Condition **B. INSURED'S DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT** of the policy is amended to include:

An **additional insured** under this endorsement shall in addition to complying with all provisions of the policy:

1. Give written notice to **us** of an **occurrence** or an offense which may result in a **claim** or **suit** within thirty (30) days of notice to the **additional insured**.
2. Give written notice to **us** of a **claim** or **suit** brought against the **additional insured** within thirty (30) days of the **additional insured** being served with the **claim** or **suit**.
3. Give written notice to any other insurer who has or may have coverage under its policy or policies for a **claim, suit** or demand for defense or indemnity within thirty (30) days of the **additional insured** being served with the **claim, suit** or demand for defense or indemnity. Such notice must demand the full coverage available under the policy. The **additional insured** will not take any action to waive or limit such other coverage available to it.
4. Obtain and provide to **us** copies of each and every policy from each and every insurer identified pursuant to the preceding paragraph.

The coverage provided by this endorsement is primary and non-contributory and no insurance held or owned by the **additional insured** shall be called upon to cover damages under this policy up to the limits of this policy, but only if the **bodily injury** or **property damage** under this policy is caused directly, in whole or in part, from your **ongoing operations** performed for the **additional insured**.

This endorsement is subject to all terms, conditions and exclusions of the policy, which remain unchanged.



AUTHORIZED REPRESENTATIVE

11/16/2020

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
RBS0071911	11/15/2020	Commercial Door Installers LLC	047BZ

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW RESIDENTIAL CONSTRUCTION EXCLUSION WITH EXCEPTIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A. The following exclusion is added to **SECTION I—COVERAGES, COVERAGE A—BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY AND ADVERTISING INJURY LIABILITY**, paragraph **B. EXCLUSIONS**:

NEW RESIDENTIAL CONSTRUCTION

Bodily injury, property damage, or personal injury and advertising injury arising out of the following:

1. Any **new residential** ground up construction services for a **new residential** project where the **insured** functions at any point in time as the general contractor for twenty percent (20%) or more of the project or otherwise provides any general management or consulting services for the project or performs work under any class code which has not been listed or are not substantially similar to those listed on the Commercial Liability Declaration Page of the policy; or
2. Any new residential ground up construction services for a **new residential** project which the **insured** does not have a required license to perform such activities by the applicable state contractors' license Board or similar organization.

However, this exclusion does not apply to any **new residential** project where the insured performs any specialty, trade, or artisan construction or installation services in conjunction with or that are included or substantially related to the class code(s) listed on the Commercial General Liability Declaration page of this policy and for which the **insured** possess, if legally required, a valid and current license issued by the applicable state contractors' license board or similar entity authorizing the **insured** to perform such activity.

- B. For the purposes of this endorsement the following definitions apply:

1. **New** means any original construction project. Once a **residential** structure has been sold to the first owner other than the builder or developer as a dwelling, that **residential** structure is no longer **new**. When a **residential** structure consists of more than one unit, whether attached or detached, once a unit has been sold to the first owner other than the builder, developer, or a related entity as a dwelling that individual unit is no longer **new**.
2. **Residential** means any structure built or intended for use as a dwelling, including but not limited to a single-family house, condominium, co-op, townhouse, or row house, and includes any apartment structures to and land upon which the applicable **residential** structure is built.

All other terms, conditions, provisions, and exclusions of the policy remain unchanged.

 / 11/16/2020
 AUTHORIZED REPRESENTATIVE DATE