



REDROCK-03

LLARGE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/4/2026

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

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

PRODUCER Rich & Cartmill, Inc. 9401 Cedar Lake Avenue Oklahoma City, OK 73114	CONTACT NAME: PHONE (A/C, No, Ext): (405) 418-8600 FAX (A/C, No): (405) 418-8641 E-MAIL ADDRESS: richcartmill@rcins.com														
INSURED Red Rock Utility, LLC 912 Sandhurst Dr Edmond, OK 73034	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : NATIONAL AMERICAN INSURANCE CO</td><td>23663</td></tr><tr><td>INSURER B : COMPSOURCE MUTUAL INS CO</td><td>36188</td></tr><tr><td>INSURER C : Evanston Insurance Company</td><td>35378</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : NATIONAL AMERICAN INSURANCE CO	23663	INSURER B : COMPSOURCE MUTUAL INS CO	36188	INSURER C : Evanston Insurance Company	35378	INSURER D :		INSURER E :		INSURER F :	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:	X	X	MP41520235	9/5/2026	9/5/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	X	X	MB68460235	9/5/2026	9/5/2027	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	03605929261	4/25/2026	4/25/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Commercial Inland Ma			PR34430235	9/5/2026	9/5/2027	Leased Rented 375,000
C	Contractors POLLUTIO			CPLMOL129706	3/4/2025	3/4/2027	Pollution 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
10-01-25 to 09-04-26 Installation coverage Policy#PR34430235 Coverage \$100,000 Limit

Project- Chick-Fil-A OKC 104th & May City of OKC WF 2024-00130

2026 SEP 15 AM8:11
OKLAHOMA CITY CLERK

Certificate Holder and others as required by written contract are included as Additional Insureds on a primary and non-contributory basis, as respects the General Liability, including ongoing and completed operations, Auto liability, and Umbrella liability policies, as required by written contract and subject to SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Oklahoma City
420 W Main St. Suite 430
Oklahoma City, OK 73102

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Rich & Cartmill, Inc.		NAMED INSURED Red Rock Utility, LLC 912 Sandhurst Dr Edmond, OK 73034	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
insured's policy terms, conditions, & exclusions.

Waivers of Subrogation are included in favor of the Certificate Holder and others as required by written contract as respects the General Liability, Auto Liability, Umbrella Liability, as required by written contract and subject to insured's policy terms, conditions, & exclusions.

30 day notice of cancellation is included in favor of Certificate Holder, except 10 days for non-payment of premium, for General Liability, Auto Liability and Umbrella, as required by written contract and subject to insured's policy terms, conditions, & exclusions.

NATIONAL AMERICAN INSURANCE COMPANY**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****CONTAMINATION OR POLLUTION COVERAGE
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following provisions are added to Section I, Coverage A.

(1) LIMITED POLLUTION COVERAGEExclusion f. under Paragraph 2., **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

f. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants."

This exclusion does not apply to that portion of any "bodily injury" or "property damage" which is caused by a "pollution incident", and which is less than the limits of insurance set forth below in this endorsement, but **only** if the following conditions are met:

- (a) The commencement time and date of such "pollution incident" can be identified with certainty, and such "pollution

incident" commences at a specific time and date during the policy period;

- (b) Such "pollution incident" is an accident and unintentional release, discharge, emission or escape of "pollutants," is sudden and accidental and is neither expected nor intended by any insured;

- (c) Such "pollution incident" is not a repeat or resumption of a previous discharge, dispersal, release or escape of the same "pollutants" from essentially the same source within twelve (12) months of a previous discharge, dispersal, release or escape;

- (d) Such "bodily injury" or "property damage" is not caused or contributed to in any degree by any "pollution incident" that commenced prior to the beginning of the Policy Period shown in the Declarations;

- (e) Such "pollution incident" is discovered or otherwise becomes known to you within thirty (30) days of its commencement and is reported to us in writing within thirty (30) days after you first obtain knowledge of the "pollution incident";

- (f) Such "pollution incident" did not result from or was not contributed to by your failure to comply with any government statute, rule, regulation, or order;

- (g) Such "pollution incident" did not occur at or from any premises, site, or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing, or treatment of waste; and

- (h) Such "pollution incident" did not involve or concern a "pollutant" that is or was at any time transported, handled, stored, treated, disposed of, or processed as waste by or for (i) any insured; or (ii) any person or organization for whom you

may be legally responsible.

(2) LIMITS FOR POLLUTION C COVERAGE:

The most we will pay for liability because of covered "bodily injury" and "property damage" caused by one or more "pollution incidents" shall not be greater than the following limits of insurance:

\$ <u>1,000,000</u>	Combined "Bodily Injury" and "Property Damage" Limit per "Pollution Incident"
\$ <u>1,000,000</u>	"Pollution Incident" Aggregate Limit per Annual Policy Period
\$ <u>1,000</u>	Amount of deductible per "Pollution Incident"

For the purpose of mitigating further "bodily injury" or "property damage" caused by a covered "pollution incident," \$ 1,000,000 may be applied to costs or expenses incurred by any insured for cleaning up, removing or containing a covered "pollution incident" on the particular part of real property upon which the operations of the insured are conducted. This amount shall not be in addition to the limits set forth in this endorsement, but such amounts shall reduce such applicable limits.

(3) DEDUCTIBLE:

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated above as applicable to such coverages, and the limits of insurance applicable to each "occurrence" for such coverages will not be reduced by the amount of such deductible. Aggregate limits for such coverages shall also not be reduced by the application of such deductible amount.
- (b) The deductible amount stated applies respectively to all damages because of "bodily injury" and "property damage" as the result of any one "pollution incident," regardless of the number of persons or organizations who sustain damage because of that "pollution incident."
- (c) We may pay any part or all of the deductible amount to effect settlement of any claims or "suit" and, upon notification of the action taken, you will promptly reimburse us for such part of the deductible amount as has been paid by us.

(4) NON-EXTENSION OF C COVERAGE:

The only coverage under this policy for liability in any way relating to, or caused by, any "pollution incident" is that which is set forth in this endorsement.

(5) "POLLUTION INCIDENT" AGGREGATE LIMIT:

The "Pollution Incident" Aggregate Limit is the most we will pay for the sum of all liability because of "bodily injury" and "property damage" caused by all "pollution incidents" subject to such aggregate limit. The Combined "Bodily Injury" and "Property Damage" Limit Per "Pollution Incident" is the most we will pay for the sum of all liability because of "bodily injury" and "property damages" caused by any one "pollution incident."

Each payment we make for liability due to "bodily injury" and "property damage" related thereto reduces the "Pollution Incident" Aggregate Limit by the amount of such payment. This reduced limit will then be the Amount of Insurance. When this limit is used up, we shall have no further obligation to defend claims or "suits" seeking such damages or pay such damages.

The coverage provided by this endorsement does not apply to:

- A. Coverage B. Personal and Advertising Injury Liability.

(6) DEFINITIONS

All provisions of the POLICY DEFINITIONS portion of this insurance remain unchanged except as modified by the following:

For purposes only of the coverages addressed in this endorsement, the definition of "property damage" is replaced with the following:

"Property Damage" means:

- (a) Physical Injury to, destruction of, or contamination of tangible property, including all resulting loss of use of that property; or
- (b) Loss of use of tangible property that is not physically injured, destroyed or contaminated but has been evacuated, withdrawn from use or rendered inaccessible because of a "pollution incident."
- (c) Any loss, cost, or expense which you become legally obligated to pay, provided that you receive notice asserting such obligation during the policy period or within 30 days thereafter, and provided further that such "loss," cost or expense arises out of:
 1. A request, demand or order 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. A claim or legal proceeding by or on behalf of a governmental authority for payments because of testing for, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants."

"Pollution Incident" means an "occurrence" consisting of any actual emission, discharge, release, or escape of any "pollutant" into or upon land, the atmosphere, any watercourse or body of water, or any building or dwelling, provided that such emission, discharge, release or escape results in "environmental damage." The entirety of any such actual emission, discharge, release or escape shall be deemed to be one "pollution

incident."

"Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste and saline substances. Waste includes materials to be recycled, reconditioned or reclaimed.

"Environmental Damage" means any injurious presence actually in or upon land, the atmosphere, any watercourse or body of water, or any building or dwelling, of any "pollutant."

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**KANSAS AND OKLAHOMA CHANGES -
TRANSFER OF RIGHTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

Condition 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Section IV), does not apply to COVERAGE C. MEDICAL PAYMENTS.

NATIONAL AMERICAN INSURANCE COMPANY

CONTRACTORS GENERAL LIABILITY ENHANCED COVERAGE

ENDORSEMENT

SUMMARY OF COVERAGES

The following is a summary of additional coverages provided by this endorsement. This endorsement is subject to the provisions of your policy which means that it is subject to all terms, limitations, exclusions and conditions of the policy, except and to the extent specifically stated in this endorsement. No coverage is provided by this summary.

COVERAGE DESCRIPTION			PAGE
Coverage Extensions			
Extended Property Damage			2
Expanded Fire Legal Liability to Include Explosion, Lightning and Sprinkler Leakage			2
Coverage For Non-Owned Watercraft Extended to 51 Feet in Length			2
Newly Formed or Acquired Organizations- Extend The Reporting Requirement to 180 Days			7
Knowledge of Occurrence - Knowledge of an "occurrence", claim, or "suit" by your agent, servant, or employee shall not in itself constitute knowledge of the Named Insured unless an officer of the Named Insured has received such notice from the agent, servant, or employee			11
Primary And Noncontributory- Other Insurance Condition			11
Waiver of Subrogation - Automatic Status When Required In A Written Contract			11
Additional Coverages			
Coverage D - Voluntary Property Damage Coverage	Limit of Insurance		
	\$5,000	Occurrence	2
Coverage E - Care, Custody or Control Property Damage Coverage	\$10,000	Aggregate	
	\$25,000	Aggregate	3
Coverage F - Product Recall Expense	\$10,000	Each Recall	
	\$25,000	Aggregate	3
	\$1,000	Deductible	
Coverage G - Water Damage Legal Liability	\$25,000	Aggregate	5
Coverage H - Contamination or Pollution Coverage (Sudden And Accidental)	\$100,000	Aggregate	5
Increase in Supplementary Payments			
Bail Bonds - \$1,000			7
Loss of Earnings - \$500			
Additional Insured Coverages on a Primary and Non-Contributory Basis:			
Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required In Construction Agreement With You			8
Additional Insured - Lessor of Leased Equipment - Automatic Status When Required In Lease Agreement With You			8
Additional Insured - Managers or Lessor of Premises - Automatic Status When Required In A Written Contract			9
Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured			9
Aggregate Limits of Insurance			
Automatically Included - Per Location Subject to Cap			10
Automatically Included - Per Project Subject to Cap			10

NATIONAL AMERICAN INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTORS GENERAL LIABILITY ENHANCED COVERAGE
ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I - COVERAGES

A. The following changes are made under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:

1. Exclusion a. is replaced by the following:

a. Expected Or Intended Injury

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

2. Expanded Fire Legal Liability

The last paragraph under **2. Exclusions** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, or smoke resulting from such fire, explosion, or lightning, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - Limits of Insurance.**

3. Non-Owned Watercraft

Exclusion **g. (2) (a)** is replaced by the following:

g. Aircraft, Auto Or Watercraft

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

(a) Less than 51 feet long; and

B. The following additional coverages are added to Section I - Coverages. Each of these additional coverages is subject to Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability and all other terms, limitations, conditions, exclusions and all other provisions of the policy except and to the extent otherwise specifically stated in this endorsement.

COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE

1. Insuring Agreement

- a.** At your request, and whether or not you are legally obligated to pay, we will pay for "property damage" to property of others you cause while the property is in your possession or if the "property damage" arises out of "your work".
- b.** Subject to Paragraph 5. of **SECTION III - LIMITS OF INSURANCE**, a \$5,000 occurrence limit and a \$10,000 aggregate limit is the most we will pay under **Coverage D** for damages because of "property damage".

The aggregate limit is the maximum amount we will pay for all covered "occurrences" during the policy period.

- c. Our duty to pay ends when we have paid the applicable Limit of Insurance in the payment of judgments or settlements under **Coverage D.**

2. Exclusions

- a. For purposes of **Coverage D.** only, Exclusion **j.** under Paragraph **2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability**, is replaced by the following:

- j. **Damage To Property**

"Property damage" to:

- (1) Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;
- (2) Property transported by or damage caused by any "automobile", "watercraft" or "aircraft" you own, hire or lease;
- (3) Property you own, rent, lease, borrow or use.

COVERAGE E - CARE, CUSTODY OR CONTROL PROPERTY DAMAGE COVERAGE

1. Insuring Agreement

- a. We will pay for "property damage" to personal property in the care, custody or control of the insured subject to the following provisions, limitations and conditions:
 - (1) Exclusion **j.(4)** under Paragraph **2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability**, does not apply to **Coverage E.**
 - (2) Subject to **5. of SECTION III - LIMITS OF INSURANCE**, a \$10,000 occurrence limit and a \$25,000 aggregate limit is the most we will pay under **Coverage E.**
The aggregate limit is the maximum amount we will pay for all covered "occurrences" during the policy period.
 - (3) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under **Coverage E.**, regardless of the number of:
 - (a) Insureds;
 - (b) Claims made or "suits" brought; or
 - (c) Persons or organizations making claims or bringing "suits".

COVERAGE F - PRODUCT RECALL EXPENSE

1. Insuring Agreement

- a. Notwithstanding Exclusion **n.** under Paragraph **2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability**, and subject to the limits shown in the Summary of Coverages, we will pay the "product recall expense" you incur as a result of a "product recall" you initiate during the coverage period.
- b. We will only pay for "product recall expense" arising out of "your products" which have been physically relinquished to others.
- c. This coverage is subject to a \$10,000 each product recall limit and a \$25,000 aggregate limit. The most we will pay for the sum of all "product recall expense" you incur as a result of all "product recalls" you initiate during the policy period shall not be greater than \$25,000.
- d. Our right and duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under **Coverage F.**

2. Exclusions

This insurance does not apply to "product recall expense" arising out of:

- a. Any fact, circumstance or situation which existed at the inception date of the policy and which you were aware of, or could reasonably have foreseen that would have resulted in a "product recall".

- b. Deterioration, decomposition or transformation of a chemical nature, except if caused by an error in the manufacture, design, processing, storage, or transportation of "your product".
- c. The withdrawal of similar products or batches that are not defective, when a defect in another product or batch has been found.
- d. Acts, errors or omissions of any of your employees, done with prior knowledge of any of your officers or directors.
- e. Inherent vice, meaning a natural condition of property that causes it to deteriorate or become damaged.
- f. "Bodily injury" or "property damage".
- g. Failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, quality, efficacy or efficiency, whether written or implied.
- h. Loss of reputation, customer faith or approval, or any costs incurred to regain customer market, or any other consequential damages.
- i. Legal fees or expenses.
- j. Damages claimed for any loss, cost or expense incurred by you or others for the loss of use of "your product".
- k. "Product recall expense" arising from the "product recall" of any of "your products" for which coverage is excluded by endorsement.
- l. Any "product recall" initiated due to the expiration of the designated shelf life of "your product".

3. Conditions

The following conditions are added to **Coverage F**.

a. Duties In Event of Product Recall

In the event of a "product recall", you must:

- (1) See to it that we are notified as soon as practicable of a "product recall". To the extent possible, notice should include how, when and where the "product recall" took place and estimated "product recall expense".
- (2) Take all reasonable steps to minimize "product recall expense". This will not increase the Limits of Insurance.
- (3) If requested, permit us to question any insured under oath at such times as may be reasonably required about any matter relating to this insurance or the insured's claim, including your books and records. Your answers must be signed.
- (4) Permit us to inspect and obtain other information proving the loss. You must send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.
- (5) Cooperate with us in the investigation or settlement of any claim.
- (6) Assist us upon our request, in the enforcement of any rights against any person or organization which may be liable to you because of loss to which this insurance applies.

4. Definitions

The following definitions are added:

- a. "Product recall" means a withdrawal or removal from the market of "your product" based on the determination by you or any regulatory or governmental agency that:
 - (1) The use or consumption of "your product" has caused or will cause actual or alleged "bodily injury" or "property damage" and
 - (2) Such determination requires you to recover possession or control of "your product" from any distributor, purchaser or user, to repair or replace "your product", but only if "your product" is unfit for use or consumption, or is hazardous as a result of:

- (a) An error or omission by an insured in the design, manufacturing, processing, labeling, storage, or transportation of "your product"; or
 - (b) Actual or alleged intentional, malicious or wrongful alteration or contamination of "your product" by someone other than you.
- b. "Product recall expense" means reasonable and necessary expenses for:
- (1) Telephone, radio and television communication and printed advertisements, including stationery, envelopes and postage.
 - (2) Transporting recalled products from any purchaser, distributor or user, to locations designated by you.
 - (3) Remuneration paid to your employees for overtime, as well as remuneration paid to additional employees or independent contractors you hire.
 - (4) Transportation and accommodation expense incurred by your employees.
 - (5) Rental expense incurred for temporary locations used to store recalled products.
 - (6) Expenses incurred to properly dispose of recalled products, including packaging that cannot be reused.
 - (7) Transportation expense incurred to replace recalled products.
 - (8) Repairing, redistributing or replacing covered recalled products with like products or substitutes, not to exceed your original cost of manufacturing, processing, acquisition and/or distribution.

These expenses must be incurred as a result of a "product recall".

COVERAGE G - WATER DAMAGE LEGAL LIABILITY

1. Insuring Agreement

- a. Notwithstanding Exclusion j.(1) under Paragraph 2., **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability**, we will pay for "property damage" to premises that are both rented to and occupied by you if the "property damage" happens during the policy period as the result of an "occurrence" and arises out of the injurious presence of water.
- b. Subject to Paragraph 5. of **SECTION III - LIMITS OF INSURANCE**, the most we will pay under **Coverage G** is \$25,000 aggregate per policy period.
The aggregate limit is the maximum amount we will pay for all covered "occurrences" during the policy period.
- c. Our right and duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under **Coverage G**.

COVERAGE H - CONTAMINATION OR POLLUTION COVERAGE (Sudden And Accidental For Contractors)

- A. The following provisions are added to **Section I - Coverage A - Bodily Injury And Property Damage Liability**.

1. LIMITED POLLUTION COVERAGE

Exclusion f. under Paragraph 2., **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

f. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants."

This exclusion does not apply to that portion of any "bodily injury" or "property damage" which is caused by a "pollution incident", subject to the limits of insurance set forth below in this endorsement, but **only** if the following conditions are met:

- (a) The commencement time and date of such "pollution incident" can be identified with certainty, and such "pollution incident" commences at a specific time and date during the policy period;
- (b) Such "pollution incident" is an accident and unintentional release, discharge, emission or escape of "pollutants," is sudden and accidental and is neither expected nor intended by any insured;
- (c) Such "pollution incident" is not a repeat or resumption of a previous discharge, dispersal, release or escape of the same "pollutants" from essentially the same source within twelve (12) months of a previous discharge, dispersal, release or escape;
- (d) Such "bodily injury" or "property damage" is not caused or contributed to in any degree by any "pollution incident" that commenced prior to the beginning of the Policy Period shown in the Declarations;
- (e) Such "pollution incident" is discovered or otherwise becomes known to you within thirty (30) days of its commencement and is reported to us in writing within thirty (30) days after you first obtain knowledge of the "pollution incident";
- (f) Such "pollution incident" did not result from or was not contributed to by your failure to comply with any government statute, rule, regulation, or order;

2. LIMITS FOR POLLUTION COVERAGE:

The most we will pay for liability because of covered "bodily injury" and "property damage" caused by one or more "pollution incidents" shall not be greater than \$100,000 in the aggregate per policy period.

For the purpose of mitigating further "bodily injury" or "property damage" caused by a covered "pollution incident," \$ 100,000 may be applied to costs or expenses incurred by any insured for cleaning up, removing or containing a covered "pollution incident" on the particular part of real property upon which the operations of the insured are conducted. This amount shall not be in addition to the limits set forth above, but such amounts shall reduce such applicable limits.

When this limit is used up, we shall have no further obligation to defend claims or "suits" seeking such damages or pay such damages or defense expense.

This coverage does not apply to **Coverage B - Personal And Advertising Injury Liability**.

3. NON-EXTENSION OF COVERAGE:

The only coverage provided under this policy for liability in any way relating to, or caused by, any "pollution incident" is that which is set forth in this endorsement.

4. DEFINITIONS

All provisions of the POLICY DEFINITIONS portion of this insurance remain unchanged except as modified by the following:

For purposes only of the coverages addressed in this endorsement, the definition of "property damage" is replaced with the following:

"Property Damage" means:

- a. Physical Injury to, destruction of, or contamination of tangible property, including all resulting loss of use of that property; or
- b. Loss of use of tangible property that is not physically injured, destroyed or contaminated but has been evacuated, withdrawn from use or rendered inaccessible because of a "pollution incident."
- c. Any loss, cost, or expense which you become legally obligated to pay, provided that you receive notice asserting such obligation during the policy period or within 30 days thereafter, and provided further that such "loss," cost or expense arises out of:

- (1) A request, demand or order 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) A claim or legal proceeding by or on behalf of a governmental authority for payments because of testing for, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants."

"Pollution Incident" means an "occurrence" consisting of any actual emission, discharge, release, or escape of any "pollutant" into or upon land, the atmosphere, any watercourse or body of water, or any building or dwelling, provided that such emission, discharge, release or escape results in "environmental damage." The entirety of any such actual emission, discharge, release or escape shall be deemed to be one "pollution incident."

"Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste and saline substances. Waste includes materials to be recycled, reconditioned or reclaimed.

"Environmental Damage" means any injurious presence actually in or upon land, the atmosphere, any watercourse or body of water, or any building or dwelling, of any "pollutant."

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended as follows:

- a. The following language is added at the end of Paragraph 1.

However, we shall have none of the duties set forth above when this insurance applies only for **Coverage D.**, **Coverage E.**, or both, and we have paid the Limit of Liability or the Aggregate Limit for these additional coverages.

b. **Bail Bonds**

Paragraph 1.b. is replaced by the following:

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. **Loss of Earnings**

Paragraph 1.d. is replaced by the following:

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

SECTION II - WHO IS AN INSURED

A. The following changes are made to SECTION II - WHO IS AN INSURED

1. Extended Reporting Requirements

Paragraph 3.a. is replaced by the following:

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

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

B. The following provisions are added to SECTION II - WHO IS AN INSURED:

4. Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required In Construction or Service Agreement With You

Each of the following is an insured:

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy;
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:

- (1) Your acts or omissions, or the acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
- (2) "Your work" specified in the "written contract" but only for "bodily injury", "property damage" or "personal and advertising injury" included in the "products-completed operations hazard";

However, the insurance afforded to such additional insureds described in Paragraphs a. and b. above, only applies to the extent permitted by law and will not be broader than that which you are required by the contract or agreement to provide for such additional insureds.

- c. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the contract or agreement you have entered into with the additional insured; or
 - (2) Available under the applicable Limits of Insurance;
- whichever is less.

This coverage shall not increase the applicable Limits of Insurance.

5. Additional Insured - Lessor of Leased Equipment - Automatic Status When Required In Lease Agreement With You

Each of the following is an insured:

- a. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" directly arising out of the maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- c. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the contract or agreement; or
 - (2) Available under the applicable Limits of Insurance;
- whichever is less.

This coverage shall not increase the applicable Limits of Insurance.

6. Additional Insured - Managers or Lessors of Premises

Each of the following is an insured:

- a. Any person(s) or organization(s), but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person(s) or organization(s).

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- b. With respect to the insurance afforded to these additional insureds, the following is added to **Section III-Limits of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the contract or agreement; or
 - (2) Available under the applicable Limits of Insurance;
- whichever is less.

This coverage shall not increase the applicable Limits of Insurance.

7. Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured

Each of the following is an insured:

- a. Any architects, engineers or surveyors who are not engaged by you are insureds, but only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury" which may be imputed to that architect, engineer or surveyor arising out of:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
 - (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

The insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

SECTION III - LIMITS OF INSURANCE

A. Paragraphs 2., 3., and 6. of **SECTION III - LIMITS OF INSURANCE** are replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under **Coverage C**;
 - b. Damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under **Coverage B**; and
 - d. Damages under **Coverage G**.
 - e. Damages under **Coverage H**.
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" and **Coverage F**.
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, or smoke resulting from such fire, explosion, or lightning, or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.

B. The following are added to **SECTION III - LIMITS OF INSURANCE**:

8. Aggregate Limits of Insurance (Per Location)

The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

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

9. Aggregate Limits of Insurance (Per Project)

The General Aggregate Limit applies separately to each of your "construction projects" away from premises owned by or rented to you.

"Construction Project" means "your work" conducted according to a single plan.

10. Even though the General Aggregate Limit applies separately to each of your "locations" and each of your "construction projects", the most we will pay under this policy is three times the General Aggregate Limit regardless of the number of "locations", "construction projects", "occurrences", "insureds", claims, "suits", or persons or organizations making claims or bringing "suits".

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

- A. The following is added to Paragraph 4. **Other Insurance**:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

- B. Paragraphs 2.a. and b. are replaced with the following:

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" by your agent, servant or employee shall not in itself constitute knowledge of the Named Insured unless an officer of the Named Insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:

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

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the Named Insured unless an officer of the Named Insured has received such notice from the agent, servant or employee.

- C. The following is added to Paragraph 2.c.:

2. Duties In The Event Of Occurrence, Offense, Claim or Suit

- c. You and any other involved insured must:

- (5) Upon our request, replace or repair the property covered under **Coverage D - Voluntary Property Damage** at your actual cost, excluding profit or over head.

- D. Paragraph 8. is modified by adding the following sentence:

8. Transfer Of Rights Of Recovery Against Others To Us

We waive our right to recovery against any person or organization for whom the insured is operating under a written contract when such contract requires a waiver of subrogation, and such contract is executed before the "property damage" or "bodily injury" occurs or the "personal and advertising" offense is committed.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION AS REQUIRED BY CONTRACT – ADDITIONAL INSUREDS

All Coverage Forms included in this policy are subject to the following.

SCHEDULE

Number of days: 30

The following is added to the Cancellation condition:

We will provide written Notice of Cancellation to an additional insured stating when, not less than the number of days shown in the Schedule above, cancellation will become effective.

This condition only applies if:

1. Cancellation is for reasons other than:
 - a. Nonpayment of premium; or
 - b. Non-payment of any deductible reimbursement;
2. You are required by written contract to provide the additional insured with such notice; and
3. You agree to provide us with a list of the applicable additional insureds, including their complete mailing addresses, within 7 days of our request.

If notice is mailed, proof of mailing is sufficient proof of such notice.

All other terms and conditions remain unchanged.

Schedule Of Controlling Underlying Insurance

Commercial General Liability

Applicable Limits

COMPANY NATIONAL AMERICAN
INSURANCE COMPANY

Each Occurrence \$1,000,000

General Aggregate \$2,000,000

POLICY NUMBER MP41520235

Products Completed
Operations Aggregate \$2,000,000

POLICY PERIOD 9/05/2025 to 9/05/2026

Personal & Advertising
Injury Limit \$1,000,000

Commercial Auto Liability

Applicable Limits

COMPANY EXCLUDED - NOT COVERED

Bodily Injury and Property
Damage Liability \$N/A

OR

POLICY NUMBER N/A

Bodily Injury Liability:

POLICY PERIOD _____ to _____

Each Person \$N/A

Each Occurrence \$N/A

Property Damage Liability:

Each Occurrence \$N/A

Standard Workers Compensation and Employers Liability or Stop-Gap Employers Liability

Applicable Limits

COMPANY EXCLUDED - NOT COVERED

Employers Liability or
Stop-Gap Employers
Liability:

POLICY NUMBER N/A

Each Accident \$N/A

POLICY PERIOD _____ to _____

Disease:

Each Policy \$N/A

Each Employee \$N/A

Professional Liability		
		Applicable Limits
COMPANY <u>EXCLUDED - NOT COVERED</u>	Each Wrongful Act or Series of Continuous or Related Acts	\$ <u>N/A</u>
POLICY NUMBER <u>N/A</u>	Policy Aggregate	\$ <u>N/A</u>
POLICY PERIOD _____ to _____		

Commercial Garage Liability		
		Applicable Limits
COMPANY <u>EXCLUDED - NOT COVERED</u>	Each Accident Auto Only	\$ <u>N/A</u>
POLICY NUMBER <u>N/A</u>	Garage Operations Other Than Auto Only	\$ <u>N/A</u>
POLICY PERIOD _____ to _____	Aggregate Garage Operations Other Than Auto Only	\$ <u>N/A</u>

COMMERCIAL EXCESS 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.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under the "controlling underlying insurance".

Other words and phrases that appear in quotation marks in this Coverage Part have special meaning. Refer to Section IV- Definitions. Other words and phrases that are not defined under this Coverage Part but defined in the "controlling underlying insurance" will have the meaning described in the policy of "controlling underlying insurance".

The insurance provided under this Coverage Part will follow the same provisions, exclusions and limitations that are contained in the applicable "controlling underlying insurance", unless otherwise directed by this insurance. To the extent such provisions differ or conflict, the provisions of this Coverage Part will apply. However, the coverage provided under this Coverage Part will not be broader than that provided by the applicable "controlling underlying insurance".

There may be more than one "controlling underlying insurance" listed in the Declarations and provisions in those policies conflict, and which are not superseded by the provisions of this Coverage Part. In such a case, the provisions, exclusions and limitations of the "controlling underlying insurance" applicable to the particular "event" for which a claim is made or suit is brought will apply.

SECTION I - COVERAGES

1. Insuring Agreement

- a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "injury or damage" to which insurance provided under this Coverage Part applies.

We will have the right and duty to defend the insured against any suit seeking damages for such "injury or damage" when the applicable limits of "controlling underlying insurance" have been exhausted in accordance with the provisions of such "controlling underlying insurance".

When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other suit seeking damages for "injury or damage".

However, we will have no duty to defend the insured against any suit seeking damages for which insurance under this policy does not apply.

At our discretion, we may investigate any "event" that may involve this insurance and settle any resultant claim or suit, for which we have the duty to defend.

But:

- (1) The amount we will pay for "ultimate net loss" is limited as described in Section II - Limits Of Insurance; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this Coverage Part. However, if the policy of "controlling underlying insurance" specifies that limits are reduced by defense expenses, our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of defense expenses, judgments or settlements under this Coverage Part.
- b. This insurance applies to "injury or damage" that is subject to an applicable "retained limit". If any other limit, such as, a sublimit, is specified in the "controlling underlying insurance", this insurance does not apply to "injury or damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "controlling underlying insurance".
 - c. If the "controlling underlying insurance" requires, for a particular claim, that the "injury or damage" occur during its policy period in order for that coverage to apply, then this insurance will only apply to that "injury or damage" if it occurs during the policy period of this Coverage Part. If the "controlling underlying insurance" requires that the "event" causing the particular "injury or damage" takes place during its policy period in order for that coverage to apply, then this insurance will apply to the claim only if the "event" causing that "injury or damage" takes place during the policy period of this Coverage Part.

- d. Any additional insured under any policy of "controlling underlying insurance" will automatically be an additional insured under this insurance. If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance required by the contract, less any amounts payable by any "controlling underlying insurance".

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "controlling underlying insurance".

2. Exclusions

The following exclusions, and any other exclusions added by endorsement, apply to this Coverage Part. In addition, the exclusions applicable to any "controlling underlying insurance" apply to this insurance unless superseded by the following exclusions, or superseded by any other exclusions added by endorsement to this Coverage Part.

Insurance provided under this Coverage Part does not apply to:

a. Medical Payments

Medical payments coverage or expenses that are provided without regard to fault, whether or not provided by the applicable "controlling underlying insurance".

b. Auto

Any loss, cost or expense payable under or resulting from any of the following auto coverages:

- (1) First-party physical damage coverage;
- (2) No-fault coverage;
- (3) Personal injury protection or auto medical payments coverage; or
- (4) Uninsured or underinsured motorists coverage.

c. Pollution

- (1) "Injury or damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants; or

- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, pollutants.

This exclusion does not apply to the extent that valid "controlling underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for "injury or damage".

d. Workers' Compensation And Similar Laws

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

SECTION II - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations, and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or suits brought, or number of vehicles involved;
- c. Persons or organizations making claims or bringing suits; or
- d. Limits available under any "controlling underlying insurance".

2. The Limits of Insurance of this Coverage Part will apply as follows:

- a. This insurance only applies in excess of the "retained limit".
- b. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss", for all "injury or damage" covered under this Coverage Part.
However, this Aggregate Limit only applies to "injury or damage" that is subject to an aggregate limit of insurance under the "controlling underlying insurance".
- c. Subject to Paragraph 2.b. above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under this insurance because of all "injury or damage" arising out of any one "event".
- d. If the Limits of Insurance of the "controlling underlying insurance" are reduced by defense expenses by the terms of that policy, any payments for defense expenses we make will reduce our applicable Limits of Insurance in the same manner.

3. If any "controlling underlying insurance" has a policy period that is different from the policy period of this Coverage Part then, for the purposes of this insurance, the "retained limit" will only be reduced or exhausted by payments made for "injury or damage" covered under this insurance.

The Aggregate Limit of this Coverage Part applies separately to each consecutive annual period of this Coverage Part and to any remaining period of this Coverage Part of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION III - CONDITIONS

The following conditions apply. In addition, the conditions applicable to any "controlling underlying insurance" are also applicable to the coverage provided under this insurance unless superseded by the following conditions.

1. Appeals

If the "controlling underlying insurer" or insured elects not to appeal a judgment in excess of the amount of the "retained limit", we may do so at our own expense. We will also pay for taxable court costs, pre- and postjudgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section II - Limits Of Insurance.

2. Bankruptcy

a. Bankruptcy Of Insured

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

b. Bankruptcy Of Controlling Underlying Insurer

Bankruptcy or insolvency of the "controlling underlying insurer" will not relieve us of our obligations under this Coverage Part.

However, insurance provided under this Coverage Part will not replace any "controlling underlying insurance" in the event of bankruptcy or insolvency of the "controlling underlying insurer". The insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect and recoverable.

3. Duties In The Event Of An Event, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "event", regardless of the amount, which may result in a claim under this insurance. To the extent possible, notice should include:

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

- b. If a claim is made or suit is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or suit and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or suit as soon as practicable.

- c. You and any other insured involved must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the suit; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury or damage" to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. First Named Insured Duties

The first Named Insured is the person or organization first named in the Declarations and is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for giving and receiving of notice of cancellation or the receipt of any return premium that may become payable.

At our request, the first Named Insured will furnish us, as soon as practicable, with a complete copy of any "controlling underlying insurance" and any subsequently issued endorsements or policies which may in any way affect the insurance provided under this Coverage Part.

5. Cancellation

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

6. Changes

This Coverage Part contains all the agreements between you and us concerning the insurance afforded. The first Named Insured is authorized by all other insureds to make changes in the terms of this Coverage Part with our consent. This Coverage Part's terms can be amended or waived only by endorsement.

7. Maintenance Of/Changes To Controlling Underlying Insurance

Any "controlling underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of aggregate limits in accordance with the provisions of such "controlling underlying insurance" that results from "injury or damage" to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "controlling underlying insurance". Failure to maintain "controlling underlying insurance" will not invalidate insurance provided under this Coverage Part, but insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect.

The first Named Insured must notify us in writing, as soon as practicable, if any "controlling underlying insurance" is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any "controlling underlying insurance" is changed.

8. Other Insurance

- a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, if no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:
 - (1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and
 - (2) The total of all deductible and self-insured amounts under all that other insurance.

9. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. If this policy is auditable, the premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premium is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

10. Loss Payable

Liability under this Coverage Part does not apply to a given claim unless and until:

- a. The insured or insured's "controlling underlying insurer" has become obligated to pay the "retained limit"; and
- b. The obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the insured, claimant, "controlling underlying insurer" (or a representative of one or more of these) and us.

11. Legal Action Against Us

No person or organization has a right under this Coverage Part:

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

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part 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, "controlling underlying insurer" and the claimant or the claimant's legal representative.

12. Transfer Of Defense

a. Defense Transferred To Us

When the limits of "controlling underlying insurance" have been exhausted, in accordance with the provisions of "controlling underlying insurance", we may elect to have the defense transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

b. Defense Transferred By Us

When our limits of insurance have been exhausted our duty to provide a defense will cease.

We will cooperate in the transfer of control of defense to any insurer specifically written as excess over this Coverage Part of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

In the event that there is no insurance written as excess over this Coverage Part, we will cooperate in the transfer of control to the insured and its designated representative.

13. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

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

SECTION IV - DEFINITIONS

The definitions applicable to any "controlling underlying insurance" also apply to this insurance. In addition, the following definitions apply.

1. "Controlling underlying insurance" means any policy of insurance or self-insurance listed in the Declarations under the Schedule of "controlling underlying insurance".
2. "Controlling underlying insurer" means any insurer who provides any policy of insurance listed in the Declarations under the Schedule of "controlling underlying insurance".
3. "Event" means an occurrence, offense, accident, act, or other event, to which the applicable "controlling underlying insurance" applies.
4. "Injury or damage" means any injury or damage, covered in the applicable "controlling underlying insurance" arising from an "event".
5. "Retained limit" means the available limits of "controlling underlying insurance" applicable to the claim.
6. "Ultimate net loss" means the total sum, after reduction for recoveries, or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of:
 - a. Settlements, judgments, binding arbitration; or
 - b. Other binding alternate dispute resolution proceeding entered into with our consent."Ultimate net loss" includes defense expenses if the "controlling underlying insurance" specifies that limits are reduced by defense expenses.