

# Policy Declarations

# CHUBB®

Policy No. G46836492 002	Renewal of: G46836492 001
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<b>NAMED INSURED &amp; MAILING ADDRESS</b>
The Barn Environmental Group Inc. 566 Bankstown Rd Brooks, GA 30205

<b>POLICY PERIOD</b>
When Coverage Begins: 11/09/2018 12:01 A. M. Local Time At Named Insured's Address
When Coverage Ends: 11/09/2019 12:01 A. M. Local Time At Named Insured's Address

<b>INSURING COMPANY</b>	Producer's Name & Address:
Westchester Surplus Lines Insurance Company	<b>HANOVER SPECIALTY INSURANCE BROKERS INC 40 COLUMBIA CORP STE 500 10480 LITTLE PATUXENT PKWY COLUMBIA, MD 21044</b> Producer No: <b>Z00021</b>

This contract is registered and delivered as surplus line coverage under the Surplus Line Insurance Law, O.C.G.A. Chapter 33-5.

<b>ATTACHED FORMS</b>
This policy is completed by the following: ENV-1501 (03/06) and forms and endorsements attached thereto.

<b>Authorization Information</b>
Dated: 11/12/2018
 JOHN J. LUPICA, President Authorized Representative

# Westchester Surplus Lines Insurance Company

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Royal Centre Two  
11575 Great Oaks Way, Suite 200  
Alpharetta, GA 30022

## NOTICE

**POLICY NO.** G46836492 002

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**NAME OF INSURED:** The Barn Environmental Group Inc.

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**ADDRESS:** 566 Bankstown Rd  
Brooks, GA 30205

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We are pleased to enclose your policy for this account.

Please be advised that by binding this risk with the above referenced Surplus Lines Insurance Company, you agree that as the Surplus Lines Broker responsible for the placement of this insurance policy, it is your obligation to comply with all States Surplus Lines Laws including completion of any declarations/affidavits that must be filed as well as payment of any and all Surplus Lines taxes that must be the remitted to the State(s). We will look to you for indemnification if controlling Surplus Lines Laws are violated by you as the Surplus Lines broker responsible for the placement.

You further confirm that any applicable state requirement concerning a diligent search for coverage by admitted carriers has been fulfilled in accordance with state law.

Thank you for this placement and your regulatory compliance.

Date: 11/12/2018

**Environmental General Liability  
Policy Declarations**

THE DECLARATIONS, TOGETHER WITH THE COMPLETED AND SIGNED APPLICATION, THIS POLICY AND ANY ENDORSEMENTS OR SCHEDULES ATTACHED HERETO, CONSTITUTE THE INSURANCE POLICY.

**Policy Number:** G46836492 002

**Renewal of:** G46836492 001

**Item 1. Named Insured:** The Barn Environmental Group Inc.  
566 Bankstown Rd  
Brooks, GA 30205

The Named Insured is a:  Individual  Partnership  Limited Liability Company  Corporation  Other: \_\_\_\_\_

**Item 2. Producer:** HANOVER SPECIALTY INSURANCE BROKERS INC  
40 COLUMBIA CORP STE 500  
10480 LITTLE PATUXENT PKWY  
COLUMBIA, MD 21044

**Item 3. Policy Period:** Inception Date: 11/09/2018 Expiration Date: 11/09/2019

(12:01 A.M. Standard time at the address shown in Item 1.)

If "NOT INCLUDED" appears, then no such Coverage is provided under this policy.

**Item 4. Limits of Insurance:**

**Commercial General Liability Coverage**

Each Occurrence Limit	<b>\$1,000,000</b>	
General Aggregate Limit (Other than Products/Completed Operations)	<b>\$2,000,000</b>	
Products/Completed Operations Aggregate Limit	<b>\$2,000,000</b>	
Personal & Advertising Injury Limit	<b>\$1,000,000</b>	Any One Person or Organization
Damage to Premises Rented to You	<b>\$50,000</b>	Any One Premises
Medical Payments	<b>\$10,000</b>	Any One Person
Contractors Pollution Liability Coverage Part	<b>\$1,000,000</b>	Each Pollution Condition
Professional Liability Coverage Part	<b>\$1,000,000</b>	Each Claim

**Item 5. Deductible:**

Commercial General Liability Coverage	<b>\$1,000</b>	Each Occurrence
Contractors Pollution Liability Coverage Part	<b>\$1,000</b>	Each Pollution Condition
Professional Liability Coverage Part	<b>\$1,000</b>	Each Claim

**Item 6. Advance Premium:** \$ 2,743 (25% minimum earned)

**Item 7. Rate:** \$ Flat - Not Auditable

**Item 8. Estimated Basis:** \$ 340,000 (Estimated Revenue)

Premium: \$2,743.00  
GA SL Tax 4%: \$109.72  
TOTAL: \$2,852.72

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**Item 9. Retroactive Date:**

Commercial General Liability Coverage:	Not Applicable
Contractors Pollution Liability Coverage Part:	Not Applicable
Professional Liability Coverage Part:	11/09/2017

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**Item 10. Covered Locations:** Not Applicable

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**Item 11. Forms and Endorsements:**

SLPD (03/08) -	Surplus Lines Declarations
WSG084 (05/11) -	Surplus Lines Broker Notice
LD-5S23j (03/14) -	Signature Endorsement
CG 00 01 (04/13) -	Commercial General Liability Coverage Form
ENV-1203 (03/10) -	Contractors Pollution Liability Coverage Endorsement - Occurrence - Elite
ENV-1205 (03/14) -	Professional Liability Coverage Endorsement - Claims-Made - Elite
ENV-1230 (03/10) -	Non-Owned Disposal Site(s) Liability - Elite
ALL-21101 (11/06) -	Trade or Economic Sanctions Endorsement
ENV-3100 (08/04) -	Additional Insured Endorsement
ENV-3101 (08/04) -	Additional Insured Endorsement - Primary and Non-Contributory
ENV-3103 (12/10) -	All Known or Reported Incidents Exclusion
ENV-3107 (09/04) -	Common Policy Conditions
ENV-3110 (09/04) -	Deductible Liability Insurance Endorsement
ENV-3112 (08/04) -	Designated Operations Exclusion
ENV-3137 (08/04) -	Separate Defense Limit Endorsement - Contractors Pollution Liability Coverage
ENV-3138 (08/04) -	Separate Defense Limit Endorsement - Professional Liability Coverage
ENV-3143 (03/05) -	Waiver of Transfer of Rights of Recovery Against Others to Us
ENV-3146 (01/14) -	Transportation Pollution Liability Coverage Endorsement (Owned)
ENV-3147 (10-12) -	Global Program Solutions Amendatory (Foreign Indemnity) Endorsement
ENV-3154 (04/17) -	Definition of Pollution Conditions Amendatory Endorsement
ENV-3197 (12/07) -	Professional Liability Coverage Limitation Endorsement
ENV-3225 (10/08) -	Additional Insured Endorsement - Products-Completed Operations Hazard
ENV-3226 (10/08) -	Additional Insured Endorsement - Products-Completed Operations Hazard Primary & Non-Contributory
ENV-3240 (11/16) -	Coverage Part Changes Endorsement
ENV-3241 (01/18) -	Non-Accumulation of Limits Endorsement - Commercial General Liability
ENV-5100 (06/11) -	Asbestos Amendatory Endorsement
ENV-5102 (10/04) -	Nuclear Hazard Liability Exclusion
ENV-5519 (09/04) -	Earned Premium Endorsement - 25% Minimum Earned
ENV-6100 (08/04) -	Construction Management Professional Exclusion - General Liability Coverage
ENV-6101 (08/04) -	Engineers, Architects and Surveyors Professional Exclusion - General Liability Coverage
ENV-6102 (08/04) -	Inspection, Appraisal and Survey Exclusion - General Liability Coverage
ENV-6103 (08/04) -	Testing or Consulting Professional Liability Exclusion - General Liability Coverage
ENV-6104 (08/04) -	Total Pollution Exclusion - General Liability Coverage
ENV-6105 (08/04) -	Employment Related Practices Exclusion
ENV-6106 (01/05) -	Defined Words and Phrases Endorsement
ENV-7109 (01/12) -	Action Over Exclusion - New York
ENV-9950 (01/15) -	Exclusion of Certified Acts of Terrorism
IL 02 62 (02/15) -	Georgia Changes - Cancellation and Nonrenewal
SL-34255a (01/16) -	Service of Suit Endorsement
TRIA24 (01/15) -	Policyholders Disclosure Notice of Terrorism Insurance Coverage
IL P 001 01 04 -	U.S. Treasury Departments' Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
MA-608255e (04/15) -	Claims Directory - Umbrella/Excess Casualty/Environmental

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Item 12.



JOHN J. LUPICA, President

*Authorized Representative*

Date: 11/12/2018

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## SIGNATURES

Named Insured The Barn Environmental Group Inc.			Endorsement Number
Policy Symbol ECP	Policy Number G46836492 002	Policy Period 11/09/2018 to 11/09/2019	Effective Date of Endorsement 11/09/2018
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract.

**ILLINOIS UNION INSURANCE COMPANY** (A stock company)  
525 W. Monroe Street, Suite 400, Chicago, Illinois 60661

**WESTCHESTER SURPLUS LINES INSURANCE COMPANY** (A stock company)  
Royal Centre Two, 11575 Great Oaks Way, Suite 200, Alpharetta, GA 30022

  
REBECCA L. COLLINS, Secretary

  
JOHN J. LUPICA, President

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Authorized Representative

Chubb. Insured.™

# 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.

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 Section II – Who Is An Insured.

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

## SECTION I – COVERAGES

### COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – 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 Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

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

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".



## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

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

### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

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

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

### 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.

### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

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

This exclusion does not apply to liability assumed by the insured under an "insured contract".



**f. Pollution**

**(1)** "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

**(a)** At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

**(i)** "Bodily injury" if sustained within a building 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;

**(ii)** "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

**(iii)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

**(b)** 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;

**(c)** Which are or were 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; or

**(d)** At or from 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 if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

**(i)** "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

**(ii)** "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

**(iii)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

**(e)** At or from 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 if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(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".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. 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 owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) 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 you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

**h. Mobile Equipment**

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

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) 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
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 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.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

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

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

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

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

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**q. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire 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.

## **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**

### **1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

### **2. Exclusions**

This insurance does not apply to:

#### **a. Knowing Violation Of Rights Of Another**

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

#### **b. Material Published With Knowledge Of Falsity**

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

#### **c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

#### **d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

#### **e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

#### **f. Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

#### **g. Quality Or Performance Of Goods – Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

#### **h. Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".



**i. Infringement Of Copyright, Patent, Trademark Or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

**j. Insureds In Media And Internet Type Businesses**

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

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

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

**k. Electronic Chatrooms Or Bulletin Boards**

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

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-related**

Any loss, cost or expense arising out of any:

- (1) 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
- (2) 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".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) 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
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Recording And Distribution Of Material Or Information In Violation Of Law**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

## COVERAGE C – MEDICAL PAYMENTS

### 1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

### 2. Exclusions

We will not pay expenses for "bodily injury":

#### a. Any Insured

To any insured, except "volunteer workers".

#### b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

#### c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

### d. Workers' Compensation And Similar Laws

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

### e. Athletics Activities

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

### f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

### g. Coverage A Exclusions

Excluded under Coverage A.

## SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

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

- a. All expenses we incur.
- b. Up to \$250 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. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- 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 \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. 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.

**g.** All interest on the full amount of 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.

These payments will not reduce the limits of insurance.

**2.** If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

**a.** The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

**b.** This insurance applies to such liability assumed by the insured;

**c.** The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

**d.** The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

**e.** The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

**f.** The indemnitee:

**(1)** Agrees in writing to:

**(a)** Cooperate with us in the investigation, settlement or defense of the "suit";

**(b)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

**(c)** Notify any other insurer whose coverage is available to the indemnitee; and

**(d)** Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

**(2)** Provides us with written authorization to:

**(a)** Obtain records and other information related to the "suit"; and

**(b)** Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

## **SECTION II – WHO IS AN INSURED**

**1.** If you are designated in the Declarations as:

**a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

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

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

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

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



2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

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

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

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 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III – 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

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. 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**.

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 And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **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 **C**
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
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, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period 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 IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

##### **1. Bankruptcy**

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

##### **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. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense 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.
  - c. You and any other involved insured must:
    - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
    - (2) Authorize us to obtain records and other information;
    - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
    - (4) Assist us, upon our request, in the enforcement of any right against any person or organization 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.

##### **3. 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 and the claimant or the claimant's legal representative.

#### 4. Other Insurance

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

##### a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

##### b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

##### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

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 all insurers.

#### 5. Premium Audit

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

b. 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 and retrospective premiums 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.

#### 6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

**7. 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:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

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

**9. 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 V – DEFINITIONS**

1. "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:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
  - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

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

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
    - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.



**9. "Insured contract" means:**

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the 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, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

**10.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

**11.** "Loading or unloading" means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

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

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

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

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law 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".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
  - a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
  - f. The use of another's advertising idea in your "advertisement"; or
  - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
  - (1) Products that are still in your physical possession; or
  - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
    - (a) When all of the work called for in your contract has been completed.
    - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
    - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
  - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
  - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
  - (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

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

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

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

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

**19.** "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.

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

**21.** "Your product":

**a.** Means:

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

**b.** Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
  - (2)** The providing of or failure to provide warnings or instructions.
- c.** Does not include vending machines or other property rented to or located for the use of others but not sold.

**22.** "Your work":

**a.** Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

**b.** Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2)** The providing of or failure to provide warnings or instructions.



## CONTRACTORS POLLUTION LIABILITY COVERAGE ENDORSEMENT – OCCURRENCE

Named Insured The Barn Environmental Group Inc.			Endorsement Number
Policy Symbol ECP	Policy Number G46836492 002	Policy Period 11/09/2018 to 11/09/2019	Effective Date of Endorsement 11/09/2018
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

In consideration of the premium charged, it is hereby agreed the following coverage is added to the policy:

#### **COVERAGES - CONTRACTORS POLLUTION LIABILITY**

##### **A. Insuring Agreement**

We will pay those sums in excess of the deductible shown in the Declarations that the insured becomes legally obligated to pay as damages because of **bodily injury** or **property damage** to which this insurance applies. We shall have the right and duty to defend the Insured against any **claim** or **suit** seeking those damages. However, we shall have no duty to defend the insured against any **claim** or **suit** seeking damages for **bodily injury** or **property damage** to which this insurance does not apply.

We may, at our discretion, investigate any **loss** and settle any **claim(s)** or **suit(s)** that may result. But the amount we will pay for damages is limited as described in the **LIMITS OF INSURANCE** Section; and our right and duty to defend ends when the applicable limit of insurance has been exhausted in the payment of judgments, settlements or supplementary payments under all attached Coverage Parts and all Supplementary Payments which reduce the Limit of Insurance.

This insurance applies to a **loss** only if:

1. The **loss** occurs during the policy period; and
2. The **loss** takes place in the **coverage territory**; and
3. The **loss** arises out of **your work**.

In the event a **loss** continues to take place during multiple policy periods for policies issued by us, all **bodily injury** and **property damage** arising out of such **loss** will be deemed to take place during the earliest period during which the **loss** commenced.

##### **B. Exclusions**

This insurance does not apply to:

###### **1. Contractual Liability**

**Bodily injury** or **property damage** arising out of any liability of others assumed by the insured through contract or agreement. This exclusion shall not apply to liability for damages:

- a. That would have otherwise attached to the insured in the absence of such contract or agreement;  
or

b. Assumed in a contract or agreement that is an **insured contract**, provided the **bodily injury** and **property damage** occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of **bodily injury** and **property damage** provided:

- (1) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same **insured contract**; and
- (2) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

## 2. **Damage to Your Work**

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

This exclusion does not apply:

- a. To **replacements costs**; or
- b. If the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

## 3. **Employer's Liability**

**Bodily injury** to:

- a. An insured or an **employee** of the Insured, its parent, subsidiary or affiliate:
  - (1) Arising out of and in the course of employment; or
  - (2) While performing duties related to the conduct of the Insured's business.
- b. The spouse, child, parent, brother or sister of that **employee** of the Insured, its parent, subsidiary or affiliate as a consequence of Paragraph **a.** above.

This exclusion applies:

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

This exclusion does not apply to liability assumed by the insured under an **insured contract**.

## 4. **Executive Officer**

**Bodily injury** or **property damage** arising from your services and/or capacity as an **executive officer**, director, partner, trustee or **employee** of a business enterprise not named in the Declarations.

## 5. **Expected or Intended Injury**

**Bodily injury** or **property damage** expected or intended from the standpoint of the insured.

## 6. **Fines and Penalties**

Any **suit(s)** or **claim(s)** seeking injunctive relief; or payment for fines, penalties, punitive, exemplary or multiplied damages unless allowed by law.

## 7. Insured's Internal Expenses

**Claim(s)** arising from expenses incurred by the insured for services performed by the salaried staff and **employees** of the insured. However, this exclusion shall not apply to **emergency response expense**.

## 8. Impaired Property

Any **suit(s)** or **claim(s)** arising out of **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 does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.

## 9. Insured's Real Property

**Bodily injury** or **property damage** arising from the insured's ownership, rental, lease, maintenance, operation, use, repair, voluntary or involuntary sale, transfer, exchange, gift, abandonment, or condemnation of insured's real property. However, this exclusion does not apply to:

- a. **Bodily injury** or **property damage** arising from the insured's temporary rental, lease or use of non-owned real property used solely to house materials, parts or equipment furnished in connection with **your work** during the duration of **your work** performed for a specific job or project; or
- b. Asbestos that was transported, stored, or otherwise handled as a result of **your work** performed in accordance with applicable **environmental laws** during the policy period that is stored for a period of time not to exceed ten (10) days at premises owned or leased by you during the policy period.

## 10. Intentional Acts

**Bodily injury** or **property damage** based upon or arising from any acts of the insured which are based upon or otherwise attributed to the insured's:

- a. Dishonest, intentional, fraudulent, malicious, willful, deliberate or knowingly wrongful act or;
- b. Dishonest, intentional, fraudulent, malicious, willful, deliberate non-compliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body prior to or after inception of this policy.

This exclusion does not apply to a **responsible insured** that did not commit, participate in, or have knowledge of an act described above.

## 11. Non-Owned Disposal Sites

**Bodily injury** or **property damage** arising out of **pollution conditions** on, at, under or migrated from a **Non-Owned Disposal Site**.

## 12. Other Enterprises

**Bodily injury** or **property damage** arising out of any business enterprise owned, operated or managed by the insured or its parent company or the affiliate, successor or assignee of such company not named in the Declarations.

**13. Other Named Insureds**

**Bodily injury** or **property damage** arising out of **claim(s)** against you by any other **Named Insured**.

**14. Products Liability**

**Bodily injury** or **property damage** arising out of **your product**. However, this exclusion does not apply to **bodily injury** or **property damage** resulting in a **pollution condition** that commences during the transportation of **your product** by a **carrier**.

**15. Professional Liability**

**Bodily injury** or **property damage** arising from or in any way related to the rendering of or failure to render **professional services** by the insured or any contractor or subcontractor working on the insured's behalf. This exclusion does not apply to damaged work or the work out of which the damage arises due to improper supervision or lack of supervision of a subcontractor by the insured.

**16. Vehicles**

**Bodily injury** or **property damage** arising from the ownership, maintenance, use or entrustment to others, beyond the boundaries of job sites where **your work** is being performed by any aircraft, **auto**, or watercraft owned or operated by or rented or loaned to you. However, this exclusion does not apply to **bodily injury** or **property damage** resulting in a **pollution condition** that commences during the transportation of **your product** by a **carrier**.

**17. War**

**Bodily injury** and **property damage** based upon, arising out of any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, terrorism, civil war, rebellion, revolution, insurrection or military or usurped power.

**18. Workers' Compensation**

**Claim(s)** or **suit(s)** arising as a result of any obligation of any insured under any workers compensation, disability benefits, or unemployment compensation law or any similar law.

**C. Supplementary Payments**

We will pay, with respect to any **claim(s)** we investigate or settle, or any **suit(s)** against an insured we defend:

1. All expenses we incur.
2. All premiums on appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. The company does not have the obligation to apply or furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the **claim(s)** or **suit(s)**, including actual loss of earnings up to \$250 a day because of time off of work.
4. All costs taxed against the Insured in the **suit(s)**.
5. Pre-judgment 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 pre-judgment interest based on that period of time after the offer.
6. All interest on the full amount of 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.

These payments will reduce the Limits of Insurance shown in the Declarations.

## LIMITS OF INSURANCE

For the purposes of this endorsement, it is agreed that the following conditions are added to the **COMMERCIAL GENERAL LIABILITY POLICY, SECTION III. LIMITS OF INSURANCE**:

The Contractors Pollution Liability Limit shown in the Declarations is the most we will pay for the sum of all damages because of a **loss** or **emergency response expense** arising out of any one **pollution condition** under this policy. The most we will pay with respect to any **pollution condition** that continues during the policy periods of more than one Pollution Liability Policy is the Each Pollution Condition Limit shown in the Declarations applicable to the first policy period during which the **pollution condition** commenced.

The General Aggregate Limit will be amended to include damages and Supplementary Payments under the Contractors Pollution Liability coverage part. The General Aggregate Limit shown in the Declarations is the most we will pay for the sum of damages under all Coverage Parts and Supplementary Payments afforded by this policy.

The Limits of Insurance apply to the policy period shown in the Declarations or as amended by endorsement.

The deductible amount stated on the Declarations is applicable to each **pollution condition** or **emergency response expense**. The deductible amount applies once to each **pollution condition** or **emergency response expense** and applies to defense expenses, investigation, settlement, compromise, or indemnification.

We, at our sole election and option, may either:

1. Pay any part of the deductible amount to effect settlement or expense of any **claim**, and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount that has been paid by us; or
2. Simultaneously upon receipt of notice of any **claim** or at any time thereafter, call upon you to pay or deposit with us all or any part of the deductible amount, to be held and applied by us at our sole discretion.

If a **claim** has not entered into litigation, and we and the **Named Insured** mutually agree to **mediation** as a means to settle a **claim** made against the insured, and if such **claim** is settled as a direct result of and during the **mediation**, the deductible stated in the Declarations or applicable endorsement(s) shall be waived up to a maximum of \$25,000. When this occurs, we will reimburse the **Named Insured** as soon as practical for any qualifying deductible amount which was already paid by the **Named Insured** prior to the **mediation**.

## GENERAL CONDITIONS

For the purposes of this endorsement, it is agreed that the following conditions are added to the **COMMERCIAL GENERAL LIABILITY POLICY, SECTION IV. – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

### Duties in the event of a Loss, Claim or Suit:

1. You must see to it that we are notified as soon as practicable of a **pollution condition** or **loss**, which may result in a **claim** or **suit**. To the extent possible, notice should include:
  - a. How, when and where the **pollution condition** or **loss** took place;
  - b. The names and addresses of any injured persons and witnesses;
  - c. The nature and location of any injury or damage arising out of the **pollution condition** or **loss**; and
  - d. The steps undertaken by the insured to respond to the **pollution condition** or **loss**.
2. If a **claim** is made or **suit** is brought against any insured, you must:
  - a. Immediately record the specifics of the **claim** or **suit** and the date received;

b. 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.

3. You and any other involved insured must:

a. Immediately send us copies of any demands, notices, summons or legal papers received in connection with the **claim** or **suit**;

b. Authorize us to obtain records and other information;

c. Cooperate with us in the investigation or settlement of the **claim** or defense against the **suit**; and

d. 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.

4. No insured will, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for **emergency response expense** or first aid, without our consent.

### Inspection

With reasonable notice to the insured, the Insurer shall be permitted, but not obligated, to inspect the insured's premises, equipment, and/or operations. Neither the Insurer's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the insured or others, to determine or warrant that such property or operations are safe or in compliance with any applicable law, regulation or rule. Any recommendations or information provided is not intended as a substitute for advice from a safety expert or legal counsel you may retain for your own purposes. It is not intended to supplant any legal duty you may have to provide a safe premises, workplace, product or operation.

### Headings

The descriptions in the headings and sub-headings of this policy are inserted solely for convenience and do not constitute any part of the terms or conditions hereof.

## DEFINITIONS

For the purposes this endorsement, it is agreed that the following definitions will apply:

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

B. **Bodily injury** means:

1. Physical injury, illness or disease, sustained by any person, including death resulting there from, and any associated medical monitoring; and

2. Mental anguish, emotional distress or shock.

C. **Carrier** means a person or entity, other than the Insured or any subsidiary or affiliated company of the Insured, engaged in the business of transporting property for hire by **auto**, rolling stock, aircraft or watercraft.

D. **Claim** means any written demand, notice, or request for defense, request for indemnity, or other legal or equitable proceeding against any insured by a person, entity or asserted class for **loss**.

E. **Cleanup costs** means reasonable and necessary expenses incurred in the investigation, evaluation, monitoring, testing, removal, containment, treatment, response, disposal, remediation, detoxification or neutralization of any **pollution conditions**:

1. To the extent required by applicable **environmental laws**; or
2. In absence of any applicable **environmental laws**, to the extent recommended in writing by an **environmental consultant**.

**Cleanup costs** also include **replacement costs**.

F. **Coverage territory** means:

1. The United States of America, its territories and possessions, Puerto Rico and Canada.
2. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Item 1. above.

G. **Emergency response expense** means reasonable **cleanup costs** incurred by the **Named Insured** in response to an imminent and substantial threat to human health or the environment arising from a **pollution condition**. Such reasonable **cleanup costs** must be incurred within seven (7) days of the discovery of a **pollution condition**.

H. **Employee** includes temporary and/or leased staff working on behalf of and under direct supervision by you, but only for **your work**.

I. **Environmental consultant** means a person approved by us in writing who is duly certified and licensed in a recognized field of environmental science as required by an applicable state or provincial board, a professional association, or both, and fulfills certain minimum qualifications and maintains errors and omissions insurance. We shall consult with the insured in conjunction with the selection of the **environmental consultant**.

J. **Environmental laws** mean federal, state, provincial, municipal or other local laws, statutes, ordinances, regulations, and all amendments thereto, including state voluntary cleanup or risk-based corrective action guidance, governing the liability of the Insured with respect to **pollution conditions**.

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

L. **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 the 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.

M. **Insured contract** means:

1. A sidetrack agreement;
2. Any easement or license agreement;
3. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
4. An elevator maintenance agreement;



5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **5.** does not include that part of any contract or agreement:

- a. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
- (1) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- b. Under which the 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, including those listed in Item **5.a.** above and supervisory, inspection, architectural or engineering activities.

N. **Loss** means **bodily injury** or **property damage**, neither expected nor intended from the standpoint of the Insured, caused by or resulting from a **pollution condition** and which results in a **claim** or **suit**.

O. **Mediation** means the non-binding intervention of a neutral third-party to effect resolution of a **claim**.

P. **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 **auto**:

- a. Equipment designed primarily for:

- (1) Snow removal;
  - (2) Road maintenance, but not construction or resurfacing; or
  - (3) Street cleaning;
- b. Cherry pickers and similar devices mounted on **auto** or truck chassis and used to raise or lower workers; and
  - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- Q. **Mold** means mildew, fungus, or mold; including mycotoxins, spores or byproducts produced or released by fungi.
- R. **Named Insured** means the person or entity shown in Item 1. of the Declarations.
- S. **Natural resource damage** means damage for, injury to, destruction of, or loss of fish, wildlife, biota, land, air, water, groundwater, drinking water supplies, and other similar resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States, and state or local government, any foreign government, or any Indian Tribe, including the reasonable costs of assessing such injury, destruction or **loss** resulting there from.
- T. **Non-Owned Disposal Site** means a facility or site that is used for treatment, storage or disposal of any material or waste provided the **Non-Owned Disposal Site** is not owned, operated, leased or maintained by the insured or affiliated entity.
- U. **Pollution condition** means the discharge, dispersal, release, escape, migration, or seepage of any solid, liquid, gaseous or thermal, material matter, irritant or contaminant, including smoke, soot, vapors, fumes, acids, alkalis, chemicals, hazardous substances, hazardous materials, low level radiological material, or waste materials including medical, infectious, or pathological wastes, on, in, into, or upon land and structures thereupon, the atmosphere, surface water or groundwater. **Pollution condition** includes electromagnetic fields, **mold**, virus(es), and bacteria including Legionella pneumophila.
- V. **Products - completed operations hazard:**
- 1. Includes all **bodily injury** and **property damage** occurring away from premises you own or rent and caused by **pollution conditions** 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 or abandoned. However, **your work** will be deemed completed at the earliest of the following times:
      - (1) When all of the work called for in your contract has been completed.
      - (2) 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.
      - (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction. repair or replacement, but which is otherwise complete, will be treated as completed.
  - 2. Does not include **bodily injury** or **property damage** arising out of

- a. The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the loading or unloading of that vehicle by any Insured;
  - b. The existence of tools, uninstalled equipment or abandoned or unused materials.
- W. **Professional services** means those architectural, engineering, consulting, project management or construction management services that are performed by you or on your behalf. **Professional services** includes making recommendations for the site selection, transportation, disposal or treatment of **pollution condition(s)**.
- X. **Property damage** means:
  - 1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of physical injury that caused it; or
  - 2. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **loss**; or
  - 3. **Cleanup costs**; or
  - 4. **Natural Resource Damage**; or
  - 5. Diminished value of property owned by third parties.
- Y. **Replacement costs** means reasonable expenses necessarily incurred by the insured to repair or replace real property or physical improvements to such real property that were made prior to the **pollution condition** and damaged during the course of responding to the **pollution condition**. **Replacement costs** do not include costs associated with improvements or betterments.
- Z. **Responsible Insured** means any employee of the insured responsible for environmental affairs, control, or compliance, or any officer, director, partner, branch manager, operations manager, or project manager of the **Named Insured**.
- AA. **Suit** means a civil proceeding in which damages because of **bodily injury** or **property damage** 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; or
  - 2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the Insured submits with our consent.
- BB. **Your product**:
  - 1. Means:
    - a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
      - (1) You;
      - (2) Others trading under your name; or
      - (3) A person or organization whose business or assets you have acquired; and
    - b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
  - 2. Includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**; and
  - b. The providing of or failure to provide warnings or instructions.
3. Does not include vending machines or other property rented to or located for the use of others but not sold.

CC. **Your work:**

1. Means:
  - a. Work or operations performed by you or on your behalf; and
  - b. Materials, parts or equipment furnished in connection with such work or operations.
2. Includes:
  - a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your work**; and
  - b. The providing of or failure to provide warnings or instructions.

## PROFESSIONAL LIABILITY COVERAGE ENDORSEMENT – CLAIMS MADE

Named Insured The Barn Environmental Group Inc.			Endorsement Number
Policy Symbol ECP	Policy Number G46836492 002	Policy Period 11/09/2018 to 11/09/2019	Effective Date of Endorsement 11/09/2018
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

**THIS IS A CLAIMS-MADE AND REPORTED POLICY WHICH COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF ANY.**

In consideration of the premium charged, it is hereby agreed the following coverage is added to the policy:

**I. SECTION I., COVERAGES**, of the policy to which this endorsement is attached is hereby amended by addition of the following:

### **COVERAGES - PROFESSIONAL LIABILITY**

#### **A. Insuring Agreement**

1. We will pay those sums in excess of the deductible shown in the Declarations that the insured becomes legally obligated to pay as damages because of **claim(s)** that result from the rendering or failure to render **professional services** for others to which this insurance applies. We shall have the right and duty to defend the insured against any **suit(s)** seeking those damages. However, we have no duties to pay damages as a result of **claim(s)** nor shall we have any duty to defend the insured against any **suit(s)** seeking damages that result from rendering or failure to render **professional services** to which this insurance does not apply.

We may, at our discretion, investigate any alleged act, error, or omission and settle any **claim(s)** that may result. But the amount we will pay for damages is limited as described in **III. LIMITS OF INSURANCE** Section; and our right and duty to defend ends when the applicable limit of insurance has been exhausted in the payment of judgments, settlements or supplementary payments under all attached Coverage Parts and all Supplementary Payments which reduce the Limit of Insurance.

2. This insurance applies to **claim(s)** that result from the rendering or failure to render **professional services** only if:
  - a. The alleged act, error, or omission takes place after the Retroactive Date, if any, shown in the Declarations and before the end of the **policy period**; and
  - b. The damages are caused by an alleged act, error, or omission that takes place in the **coverage territory**; and
  - c. The **claim(s)** are first made against any Insured and reported to the insurer, in writing:
    - 1) During the **policy period**;
    - 2) During the sixty (60) day period after the end of the **policy period** in accordance with **Section VI. EXTENDED REPORTING PERIOD, A. Automatic Extended Reporting Period**; or
    - 3) During the thirty-six (36) month period after the end of the **policy period**, if any, in accordance with **Section VI. EXTENDED REPORTING PERIOD, B. Optional Extended Reporting Period**.

3. A **claim** by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:
  - a. When a notice of such **claim** is received and recorded by any insured or by us, whichever comes first; or
  - b. When we make a settlement in accordance with Paragraph 1. above.

If additional claims are subsequently made which arise out of the same specific set of facts as a claim already made in accordance with Paragraph 2. above, then all such additional claims shall be deemed first made within the **policy period** in which the earliest **claim** arising out of such specific set of facts was made, and all such **claims** shall be subject to the same Limit of Insurance.

## B. Exclusions

The insurance does not apply to:

### 1. Contractual Liability

**Claim(s)** based upon or arising from any liability of others assumed by the insured through contract or agreement. This exclusion shall not apply to liability:

- a. That the insured would have in the absence of a contract or agreement; or
- b. That would result from the rendering or failure to render **professional services**.

### 2. Employer's Liability

**Claim(s)** based upon or arising from the injury to any present or former **employee** or **executive officer** of any insured, including but not limited to wrongful termination, discrimination, or any unfair employment practices.

### 3. Executive Officer

**Claim(s)** based upon or arising from your services and/or capacity as an **executive officer**, director, partner, trustee or **employee** of a business enterprise not named in the Declarations.

### 4. Express Warranties and Guarantees

**Claim(s)** based upon or arising from express warranties and guarantees. However, this exclusion shall not apply to liability that an insured would have in the absence of such express warranties or guarantees.

### 5. Fines and Penalties or Injunctive Relief

Any **suit(s)** or **claim(s)** seeking injunctive relief; or payment for fines, penalties, punitive, exemplary or multiplied damages unless allowed by law.

### 6. Insured's Property

**Claim(s)** based upon or arising from the insured's ownership, rental, lease, maintenance, operation, use, repair, voluntary or involuntary sale, transfer, exchange, gift, abandonment, or condemnation of real or personal property.

### 7. Insurance and Suretyship

**Claim(s)** based upon or arising from your advising or requiring others, or the failure to advise or require others, to maintain any form of insurance, suretyship or bond.

### 8. Insured's Internal Expenses

**Claim(s)** based upon or arising from expenses incurred by an insured for services performed by its salaried staff and **employees**.

This exclusion shall not apply to re-work or reconstruction costs incurred by a **named insured** as part of the settlement of any **claim(s)** to which this insurance applies, but solely to the extent that such re-work or reconstruction costs: **1)** have been pre-approved by Insurer; and **2)** constitute the named insured's actual out-of-pocket labor and expense costs that are not marked-up using multipliers for fringe benefits, overhead or profit.

## 9. Intentional Acts

**Claim(s)** based upon or arising from a **responsible insured's**:

- a. Dishonest, intentional, fraudulent, malicious, willful, deliberate or knowingly wrongful act; or
- b. Dishonest, intentional, fraudulent, malicious, willful or deliberate non-compliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body prior to or after inception of this policy.

## 10. Other Enterprises

**Claim(s)** based upon or arising from any business enterprise owned, operated or managed by an insured or its parent company or the affiliate, successor or assignee of such company not named in the Declarations.

## 11. Products Liability

Damage to **your product** arising out of it or any part of it.

## 12. Prior Claims

**Claim(s)** made against you prior to the inception of this policy.

## 13. Vehicles

**Claim(s)** based upon or arising from the use, maintenance, entrustment to others, or operation of any **auto**, aircraft, watercraft or other conveyance.

## 14. War

**Claim(s)** based upon, arising out of any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, terrorism, civil war, rebellion, revolution, insurrection or military or usurped power.

## 15. Workers' Compensation

**Claim(s)** based upon or arising from any obligation of an insured under any workers compensation, disability benefits, or unemployment compensation law or any similar law.

## C. Supplementary Payments

We will pay, with respect to any **claim(s)** we investigate or settle, or any **suit(s)** against an insured we defend:

1. All expenses we incur.
2. All premiums on appeal bonds or bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. The company does not have the obligation to apply for or furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the **claim(s)** including actual loss of earnings up to \$250 a day because of time off of work.
4. All costs taxed against the insured in the **suit(s)**.
5. 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.
6. All interest on the full amount of 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.

These payments will reduce the Limits of Insurance shown in the Declarations.

## II. LIMITS OF INSURANCE

For the purpose of the insurance provided by this endorsement, the following apply:

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of insureds, **claim(s)** made or **suit(s)** brought or persons or organizations making **claim(s)** or bringing **suit(s)**.



The General Aggregate Limit shown in the Declarations is the most we will pay for the sum of damages under all Coverage Parts and Supplementary Payments afforded by this policy.

The Limits of Insurance apply to the **policy period** shown in the Declarations or as amended by endorsement.

The Each Claim Limit shown in the Declarations is the most we will pay for the sum of damages including Supplementary Payments under this policy because of all **claim(s)** arising out of any alleged act, error or omission.

We will pay covered **claim(s)** in excess of the deductible amount shown on the Declarations page.

The deductible amount stated on the Declarations is applicable to each **claim**. The deductible amount applies once to each **claim** and can be applied either for defense expenses, investigation, settlement, compromise, or indemnification.

We, at our sole election and option, may either:

1. Pay any part of the deductible amount to effect settlement or expense of any **claim**, and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount that has been paid by us; or
2. Simultaneously upon receipt of notice of any **claim** or at any time thereafter, call upon you to pay or deposit with us all or any part of the deductible amount, to be held and applied by us at our sole discretion.

If a **claim** has not entered into litigation, and we and the **Named Insured** mutually agree to **mediation** as a means to settle a **claim** made against the insured, and if such **claim** is settled as a direct result of and during the **mediation**, the deductible stated in the Declarations or applicable endorsement(s) shall be waived up to a maximum of \$25,000. When this occurs, we will reimburse the **Named Insured** as soon as practical for any qualifying deductible amount which was already paid by the **Named Insured** prior to the **mediation**.

### III. GENERAL CONDITIONS

For the purpose of the insurance provided by this endorsement, the following apply and any conflicting provisions of Section **IV.**, **GENERAL CONDITIONS**, of the policy to which this endorsement is attached shall not control coverage afforded herein:

#### Duties in the event of a Claim:

1. When you first become aware of any act, error, omission or circumstance which may subsequently give rise to a **claim** you must give us written notice of such act, error, omission or circumstance as soon as practicable in accordance with the reporting provisions in **COVERAGES – PROFESSIONAL LIABILITY, A. Insuring Agreement, 2.c.** Written notice should include:
  - a. A description of the act, error, omission or circumstance; and
  - b. The identity(ies) of potential claimant(s) and involved insured(s); and
  - c. The injury or damages which have resulted and/or may result from such act, error, omission or circumstance; and
  - d. The manner and date on which you first became aware of such act, error, omission or circumstance; and
  - e. The reasons why you believe a claim is likely to be made.

If the above act, error, omission or circumstance is reported to us as stated above, then any **claim(s)** subsequently made against you arising out of such act, error, omission or circumstance will be treated as if it had been first made during the **policy period**.

2. If a **claim** is made or **suit** is brought against any insured, you must:
  - a. Immediately record the specifics of the **claim** or **suit** and the date received;
  - b. Notify us, in writing, of the **claim** or **suit** as soon as practicable.
3. You and any other involved insured must:
  - a. Immediately send us copies of any demands, notices, summons or legal papers received in connection with the **claim** or **suit**;

- b. Authorize us to obtain records and other information;
  - c. Cooperate with us in the investigation or settlement of the **claim** or defense against the **suit**; and
  - d. 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.
4. No insured will, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

#### **Duty to Defend**

1. The Insurer will have the right and the duty to defend the insured against a **claim** to which this insurance applies. However, such duty to defend ends once the Limits of Insurance are exhausted or are tendered into a court of applicable jurisdiction, or once the insured refuses a settlement offer as provided in Paragraph 3., below.
2. The Insurer will have the right, but not the duty, to select legal counsel for the investigation, adjustment, and defense of any **claim(s)** covered under this Policy.
3. The Insurer will present all settlement offers to the insured. The Insurer will not settle without the consent of the insured. If the Insurer recommends a settlement which is acceptable to a claimant, which exceeds any applicable deductible, is within the Limits of Insurance, and the insured refuses to consent to such settlement offer, then the Insurer's duty to defend shall end. The Insurer's liability for **claim(s)** or supplementary payments shall not exceed the amount for which the **claim** could have been settled if the recommendation made by the Insurer had been accepted, exclusive of the deductible.

#### **Inspection**

With reasonable notice to the insured, the Insurer shall be permitted, but not obligated, to inspect the insured's premises, equipment, and/or operations. Neither the Insurer's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the insured or others, to determine or warrant that such property or operations are safe or in compliance with any applicable law, regulation or rule. Any recommendations or information provided is not intended as a substitute for advice from a safety expert or legal counsel you may retain for your own purposes. It is not intended to supplant any legal duty you may have to provide a safe premises, workplace, product or operation.

#### **Headings**

The descriptions in the headings and sub-headings of this policy are inserted solely for convenience and do not constitute any part of the terms or conditions hereof.

### **IV. DEFINITIONS**

For the purpose of this endorsement the following definitions apply and any conflicting provisions of Section **VI., DEFINITIONS**, of the policy to which this endorsement is attached shall not control coverage afforded herein:

- A. Auto** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But **auto** does not include **mobile equipment**.
- B. Claim(s)** means:
  1. A request or a demand received by you or us for money or services, including the institution of **suit**, seeking damages arising from an act, error, or omission in the rendering or failure to render **professional services**; and
  2. A request or a demand received by you or us for money or services, including the institution of **suit**, seeking damages that result from a **mold condition** arising from an act, error, or omission in the rendering or failure to render **professional services**.
- C. Coverage territory** means:
  1. The United States of America, its territories and possessions, and Puerto Rico; and
  2. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Item 1., above.

- D. Employee** includes temporary and/or leased staff working on behalf of and under direct supervision by you, but only while performing **professional services** for others to which this insurance applies.
- E. Executive officer** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- F. Mediation** means the non-binding intervention of a neutral third-party to effect resolution of a **claim**.
- G. 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 items **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 items **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 **auto**:
- a. Equipment designed primarily for:
    - 1) Snow removal;
    - 2) Road maintenance, but not construction or resurfacing; or
    - 3) Street cleaning;
  - b. Cherry pickers and similar devices mounted on **auto** or truck chassis and used to raise or lower workers; and
  - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- H. Mold** means mildew, fungus, or mold; including mycotoxins, spores or byproducts produced or released by fungi.
- I. Mold condition** means the discharge, dispersal, seepage, migration, release or escape of **mold** or bacteria provided such conditions are not naturally occurring in the environment in the amounts and concentrations discovered.
- J. Named Insured** means the person or entity shown in item **1.** of the Declarations.
- K. Pollution condition** means the discharge, dispersal, release, escape, migration, or seepage of any solid, liquid, gaseous or thermal, material matter, irritant or contaminant, including smoke, soot, vapors, fumes, acids, alkalis, chemicals, hazardous substances, hazardous materials, low level radiological material, or waste materials including medical, infectious, or pathological wastes, on, in, into, or upon land and structures thereupon, the atmosphere, surface water or groundwater. **Pollution condition** includes electromagnetic fields, **mold**, bacteria, including *Legionella pneumophila*, and silt or sedimentation.
- L. Policy period** means the period shown on the Declarations, or any shorter period resulting from the cancellation or termination of this policy, or any other period as amended by endorsement.

**M. Professional services** mean those architectural, engineering, consulting, testing, data evaluation or interpretation, project management or construction management services that are performed by you or on your behalf. **Professional services** include making recommendations for the site selection, transportation, disposal or treatment of **pollution condition(s)**.

**Professional services** do not mean **your work**.

**N. Responsible insured** means any **employee** of the insured responsible for environmental affairs, control, or compliance, or any officer, director, partner, branch manager, operations manager or project manager of the **Named Insured**.

**O. Suit(s)** means a civil proceeding in which damages because of any acts, errors, or omissions 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; or
2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the Insured submits with our consent.

**P. Your product:**

1. Means:
  - a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
    - 1) You;
    - 2) Others trading under your name; or
    - 3) A person or organization whose business or assets you have acquired; and
  - b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
2. Includes:
  - a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**; and
  - b. The providing of or failure to provide warnings or instructions.
3. Does not include vending machines or other property rented to or located for the use of others but not sold.

**Q. Your work:**

1. Means:
  - a. Faulty workmanship, construction or operations, including, but not limited to, any erection, fabrication, installation, assembly, manufacture or remediation work performed, executed, or completed by you or on your behalf; and
  - b. Materials, parts or equipment furnished in connection with such workmanship, construction or operations.
2. Includes:
  - a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your work**; and
  - b. The providing of or failure to provide warnings or instructions.

## **V. EXTENDED REPORTING PERIOD**

In the event that this policy expires or is cancelled or non-renewed by the insured or the Company, for any reason, except for non-payment of premium or deductible amounts, the following shall apply to coverage afforded by this endorsement:

#### A. Automatic Extended Reporting Period

1. We shall provide the insured at no additional premium an Automatic Extended Reporting Period of sixty (60) days for any **claim(s)** first made against the insured during the **policy period**, or during this Automatic Extended Reporting Period provided:
  - a. The **claim(s)** arises out of a **professional service(s)** to which this insurance applies; and
  - b. The **professional service(s)** commence on or after the Retroactive Date shown in the Declarations and before the end of the **policy period**; and
  - c. The **claim(s)** is reported in writing to us within sixty (60) days after the end of the **policy period** in accordance with **GENERAL CONDITIONS, Duties in the Event of a Claim**.
2. The Automatic Extended Reporting Period shall become effective after the end of the **policy period**.
3. The Automatic Extended Reporting Period shall not reinstate or increase the Limits of Insurance, nor shall it extend the **policy period** or change the scope of the coverage provided.
4. The Automatic Extended Reporting Period shall not be provided if the insured has purchased other insurance to replace the coverage provided under this endorsement, unless the other insurance is purchased from us concurrent with the end of this **policy period**.

#### B. Optional Extended Reporting Period

1. The **Named Insured**, upon payment of a maximum additional premium of 200% of the total annual policy premium, shall be entitled to purchase an Optional Extended Reporting Period of thirty-four (34) months for any **claim(s)** first made against the insured during the policy period, during the Automatic Extended Reporting Period, or during this Optional Extended Reporting Period provided:
  - a. The **claim(s)** arises out of a **professional service(s)** to which this insurance applies; and
  - b. The **professional service(s)** commence on or after the Retroactive Date shown in the Declarations and before the end of the **policy period**; and
  - c. The **claim(s)** is reported in writing to us more than sixty (60) days after the end of the **policy period** and no later than thirty-six (36) months after the end of the **policy period** in accordance with **GENERAL CONDITIONS, Duties in the Event of a Claim**.
2. A written request for the Optional Extended Reporting Period must be received by us within thirty (30) days immediately following the end of the **policy period**.
3. Upon payment of the additional premium, the Optional Extended Reporting Period may not be cancelled and no return premiums will be provided.
4. The Optional Extended Reporting Period shall become effective at the end of the Automatic Extended Reporting Period.
5. The Optional Extended Reporting Period shall not reinstate or increase the Limits of Insurance, nor shall it extend the **policy period** or change the scope of the coverage provided.
6. The Optional Extended Reporting Period shall not be provided if the insured has purchased any other insurance to replace the coverage provided under this endorsement.

## NON-OWNED DISPOSAL SITE(S) LIABILITY ENDORSEMENT

Named Insured The Barn Environmental Group Inc.			Endorsement Number
Policy Symbol ECP	Policy Number G46836492 002	Policy Period 11/09/2018 to 11/09/2019	Effective Date of Endorsement 11/09/2018
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

### CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART

**THIS IS A CLAIMS-MADE ENDORSEMENT WHICH COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD.**

**PLEASE READ THIS ENDORSEMENT CAREFULLY. SOME OF THE PROVISIONS CONTAINED IN THIS ENDORSEMENT RESTRICT COVERAGE, SPECIFY WHAT IS AND IS NOT COVERED AND DESIGNATE RIGHTS AND DUTIES. LEGAL DEFENSE EXPENSES ARE SUBJECT TO AND WILL ERODE THE LIMITS OF INSURANCE AND ANY APPLICABLE DEDUCTIBLES.**

#### SCHEDULE

Limits of Insurance:	\$ 1,000,000	Each Claim
	\$ 1,000,000	Non-Owned Disposal Site Aggregate Limit (serves to reduce the General Aggregate Limit shown on the Declarations page)
Deductible:	\$ 10,000	Each Claim
Retroactive Date:	11/9/2017	

No coverage is provided under this policy for **Non-Owned Disposal Site(s)** unless this endorsement is attached as a part of the policy; coverage then applies only for the Limits of Insurance specifically listed in above SCHEDULE.

**A.** For the purposes of this endorsement, **CONTRACTORS POLLUTION LIABILITY COVERAGE PART, COVERAGES, A. Insuring Agreement** is deleted in its entirety and replaced by the following:

#### **COVERAGES – NON-OWNED DISPOSAL SITE LIABILITY**

##### **Insuring Agreement**

1. We will pay those sums in excess of the deductible shown in the above SCHEDULE that the insured becomes legally obligated to pay for **claim(s)** or **suit(s)** seeking damages for **bodily injury, property damage, or cleanup costs arising** from liability of the insured that results from **pollution condition(s)** on, at, under, or migrated beyond the boundaries of a **Non-Owned Disposal Site** as a result of the disposal of any material or waste by the insured provided:
  - a. Such **pollution condition(s)** first commence after the Retroactive Date listed in the above SCHEDULE, if any, and before the end of the **policy period** and any resulting **claim(s)** are reported to us in writing, during the **policy period** or any applicable Extended Reporting Period; and
  - b. The material or waste is from a job site where **your work** is being performed or has ever been performed; and



- c. The **Non-Owned Disposal Site** is not owned, operated, leased, or maintained by the **Named Insured** or any related entity; and
- d. The **Non-Owned Disposal Site** is a treatment, storage or disposal facility that:
  - i. Is currently permitted and/or licensed by the applicable federal, state, provincial, or municipal authorities; and
  - ii. Is permitted at the time the material or waste is transferred to the **Non-Owned Disposal Site** for treatment, storage or disposal; and
- e. the **Non-Owned Disposal Site** is not listed on a proposed or final federal National Priorities List or Superfund database, or any state, provincial and/or municipal equivalent of the National Priorities List or Superfund database, at or prior to the time the material or waste is transferred to the **Non-Owned Disposal Site** for treatment, storage or disposal.

We shall have the right and duty to defend the insured against any **claim** or **suit** seeking those damages. However, we shall have no duty to defend the insured against any **claim** or **suit** seeking damages for **bodily injury** or **property damage** to which this insurance does not apply.

We may, at our discretion, investigate any **loss** and settle any **claim(s)** or **suit(s)** that may result. But the amount we will pay for damages is limited as described in **C. LIMITS OF INSURANCE** below; and our right and duty to defend ends when the applicable limit of insurance has been exhausted in the payment of judgments, settlements or supplementary payments under all attached Coverage Parts and all Supplementary Payments which reduce the Limit of Insurance.

In the event a **loss** continues to take place during multiple policy periods for policies issued by us, all **bodily injury** and **property damage** arising out of such **loss** will be deemed to take place during the earliest period during which the **loss** commenced.

- B.** For the purposes of this endorsement, **CONTRACTORS POLLUTION LIABILITY COVERAGE PART, COVERAGES, Exclusions, Non-Owned Disposal Sites** is deleted in its entirety and replaced by the following:

**Bodily injury** or **property damage** arising out of **pollution conditions** on, at, under or migrated from a **Non-Owned Disposal Site**. This exclusion does not apply to **Non-Owned Disposal Site(s)** described above in **COVERAGES, NON-OWNED DISPOSAL SITE LIABILITY, Insuring Agreement**.

- C.** For the purposes of this endorsement, **CONTRACTORS POLLUTION LIABILITY COVERAGE PART, LIMITS OF INSURANCE** is amended to include the following:

The Each Claim Limit shown in the SCHEDULE set forth above is the most we will pay for the sum of all damages because of a **loss** arising out of any one **claim(s)** or **suit(s)** under this endorsement. The most we will pay with respect to any **pollution condition** that continues during the policy periods of more than one Non-Owned Disposal Site Liability Coverage Part is the Each Claim Limit shown in the SCHEDULE set forth above applicable to the first policy period during which the **pollution condition** commenced. The Contractors Pollution Liability Limit shown in the Declarations is amended to include damages and Supplementary Payments under the Non-Owned Disposal Site Liability Coverage Part.

The Non-Owned Disposal Site Aggregate Limit shown in the SCHEDULE set forth above is the most we will pay for the sum of damages under all Coverage Parts and Supplementary Payments afforded by this endorsement. The General Aggregate Limit shown in the Declarations is amended to include damages and Supplementary Payments under the Non-Owned Disposal Site Liability Coverage Part.

The deductible amount stated in the SCHEDULE set forth above is applicable to each **claim** and applies once to each **claim** and applies to defense expenses, investigation, settlement, compromise, or indemnification.

- D. For the purposes of this endorsement, **CONTRACTORS POLLUTION LIABILITY COVERAGE PART, DEFINITIONS** is amended to include the following additional **DEFINITION**:

**Non-Owned Disposal Site** means a facility or site that is used for treatment, storage or disposal of any material or waste.

- E. For the purposes of this endorsement, the following Extended Reporting Period Provisions are added:

#### **EXTENDED REPORTING PERIOD**

In the event that the coverage provided by this endorsement is deleted or the policy is cancelled or non-renewed by the insured or the Company, for any reason, except for non-payment of premium or non-payment of deductible amounts, the following shall apply:

##### **A. Automatic Extended Reporting Period**

1. The Insurer shall provide the insured at no additional premium an Automatic Extended Reporting Period of sixty (60) days for any **claim(s)** first made against the **insured** during this automatic extended reporting period provided:
  - a. The **claim(s)** arises out of a **pollution condition(s)** to which this insurance applies; and
  - b. The **pollution condition(s)** commences on or after the Retroactive Date shown in the Declarations and before the expiration or cancellation date of the Policy; and
  - c. The **claim(s)** is reported in writing to the Insurer within sixty (60) days immediately following the expiration or cancellation date of the Policy.
2. The Automatic Extended Reporting Period shall become effective on the expiration or cancellation date of the Policy.
3. The Automatic Extended Reporting Period shall not reinstate or increase the Limits of Insurance, nor shall it extend the **policy period** or change the scope of the coverage provided.
4. The Automatic Extended Reporting Period shall not be provided if the insured has purchased other insurance to replace the coverage provided under this Policy.

##### **B. Optional Extended Reporting Period**

1. The **Named Insured**, upon payment of a maximum additional premium of 200% of the annual policy premium, shall be entitled to purchase an Optional Extended Reporting Period of thirty-four (34) months for any **claim(s)** first made against the **insured** during this optional extended reporting period or the automatic extended reporting period provided:
  - a. The **claim(s)** arises out of a **pollution condition(s)** to which this insurance applies; and
  - b. The **pollution condition(s)** commences on or after the Retroactive Date shown in the Declarations and before the expiration or cancellation date of the Policy; and
  - c. The **claim(s)** is reported in writing to the Insurer within 36 months immediately following the expiration or cancellation date of the Policy.
2. A written request for the Optional Extended Reporting Period must be received by the Insurer within thirty (30) days immediately following the expiration or cancellation date of the Policy.

3. Upon payment of the additional premium, the Optional Extended Reporting Period may not be cancelled and no return premiums will be provided.
4. The Optional Extended Reporting Period shall become effective on the expiration date of the Automatic Extended Reporting Period.
5. The Optional Extended Reporting Period shall not reinstate or increase the Limits of Insurance, nor shall it extend the **policy period** or change the scope of the coverage provided.

All other terms and conditions remain the same.

## TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

Named Insured The Barn Environmental Group Inc.			Endorsement Number
Policy Symbol ECP	Policy Number G46836492 002	Policy Period 11/09/2018 to 11/09/2019	Effective Date of Endorsement 11/09/2018
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.

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Authorized Agent

Named Insured The Barn Environmental Group Inc.			Endorsement Number
Policy Symbol ECP	Policy Number G46836492 002	Policy Period 11/09/2018 to 11/09/2019	Effective Date of Endorsement 11/09/2018
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**ADDITIONAL INSURED ENDORSEMENT  
OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE  
CONTRACTOR'S POLLUTION LIABILITY COVERAGE

**SCHEDULE:**

Name of Person or Organization:

Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A. SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

This insurance does not apply to **bodily injury** or **property damage** occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Named Insured The Barn Environmental Group Inc.			Endorsement Number
Policy Symbol ECP	Policy Number G46836492 002	Policy Period 11/09/2018 to 11/09/2019	Effective Date of Endorsement 11/09/2018
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**ADDITIONAL INSURED ENDORSEMENT - OWNERS, LESSEES OR CONTRACTORS  
(PRIMARY AND NON-CONTRIBUTORY)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE  
CONTRACTOR'S POLLUTION LIABILITY COVERAGE

**SCHEDULE:**

**Name of Person or Organization:**

Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**SECTION II - WHO IS AN INSURED** is amended to include:

**A. SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

This insurance does not apply to **bodily injury** or **property damage** occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** The coverage provided hereunder shall be primary and not contributing with any other insurance available to those designated above under any other third party liability policy.



**ALL KNOWN OR REPORTED INCIDENTS EXCLUSION**

Named Insured The Barn Environmental Group Inc.			Endorsement Number
Policy Symbol ECP	Policy Number G46836492 002	Policy Period 11/09/2018 to 11/09/2019	Effective Date of Endorsement 11/09/2018
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**COMMERCIAL GENERAL LIABILITY  
CONTRACTORS POLLUTION LIABILITY  
PROFESSIONAL LIABILITY**

This insurance does not apply to **bodily injury, property damage, personal and advertising injury, or pollution conditions** from any incident, **claim, suit**, act, error, omission or accident:

- 1) of which the insured is aware, or reasonably should have been aware; or
- 2) committed by the insured or alleged to have been committed by the insured

which is known or reported to the insured, his agent, broker or insurance company prior to the inception date of this policy are excluded from coverage under this policy.

All other terms and conditions remain the same.

Named Insured The Barn Environmental Group Inc.			Endorsement Number
Policy Symbol ECP	Policy Number G46836492 002	Policy Period 11/09/2018 to 11/09/2019	Effective Date of Endorsement 11/09/2018
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**COMMON POLICY CONDITIONS**

All Coverage Parts included in this policy are subject to the following conditions:

**A. Cancellation**

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel 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 nonpayment of premium; 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 notice of cancellation to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. 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.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

**B. Changes**

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

**C. Examination of Your Books and Records**

We may examine and audit your books and records as they relate to this policy at any time.

**D. Inspections and Surveys**

1. We have the right to:
  - a. Make inspections and surveys at any time;
  - b. Give you reports on the conditions we find; 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 us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

**E. Premiums**

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay;
3. Is responsible for the prompt payment of all deductibles under this policy.

**F. Transfer of Your Rights and Duties Under This Policy**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

Named Insured The Barn Environmental Group Inc.			Endorsement Number
Policy Symbol ECP	Policy Number G46836492 002	Policy Period 11/09/2018 to 11/09/2019	Effective Date of Endorsement 11/09/2018
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**DEDUCTIBLE LIABILITY INSURANCE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE**

**SCHEDULE**

<u>Coverage</u>	<u>Per Claim Deductible</u>	<u>Per Occurrence Deductible</u>
Bodily Injury & Property Damage Liability Combined	Not Applicable	\$1,000

A. Our obligation under the Bodily Injury Liability and Property Damage Liability coverage parts to pay damages on your behalf applies only to the amount of damages in excess of any Deductible amounts stated in the Schedule above, as applicable to such coverage.

B. Deductible amounts may be on either a Per Claim or Per Occurrence basis. The Deductible amount stated in the Schedule above applies as follows:

1. Per Claim Basis

If the Deductible amount indicated in the **Schedule** above is on a Per Claim basis that Deductible amount applies to all damages sustained by any one person because of:

a. **bodily injury**; or

b. **property damage**; or

c. **bodily injury** and **property damage** combined as the result of any one **occurrence**

If damages are claimed for care, loss of services or death resulting at any time from **bodily injury**, a separate Deductible amount will be applied to each person making a claim for such damages.

With respect to **property damage**; the definition of person includes an organization.

2. Per Occurrence Basis

If the Deductible amount indicated in the **Schedule** above is on a Per Occurrence basis that Deductible amount applies to all damages because of:

a. **bodily injury**; or

b. **property damage**; or

c. **bodily injury and property damage** combined as the result of any one **occurrence**, regardless of the number of persons or organizations who sustain damages because of that **occurrence**.

C. The terms of this insurance, including those with respect to:

1. Our right and duty to defend the Insured against any claim(s) or **suit(s)** seeking those damages; and
  2. Your duties in the event of an **occurrence**, claim or **suit**,  
apply irrespective of the application to the Deductible amount.
- D. We may pay any part, or all, of the Deductible amount to effect settlement of any claim or **suit** and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible amount as has been paid by us.

All other terms and conditions remain the same.

Named Insured The Barn Environmental Group Inc.			Endorsement Number
Policy Symbol ECP	Policy Number G46836492 002	Policy Period 11/09/2018 to 11/09/2019	Effective Date of Endorsement 11/09/2018
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**DESIGNATED OPERATIONS EXCLUSION**

**SCHEDULE OF OPERATIONS:**

All operations except contracting operations related to environmental impact studies

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance does not apply to **bodily injury** or **property damage** arising out of any operations shown in the Schedule of Operations above.

All other terms and conditions remain the same.



Named Insured The Barn Environmental Group Inc.			Endorsement Number
Policy Symbol ECP	Policy Number G46836492 002	Policy Period 11/09/2018 to 11/09/2019	Effective Date of Endorsement 11/09/2018
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**SEPARATE DEFENSE LIMIT ENDORSEMENT - CONTRACTOR'S POLLUTION LIABILITY**

This endorsement modifies insurance provided under the following:

**CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

**SECTION I - COVERAGES, C. Supplementary Payments** is deleted in its entirety and replaced by the following:

**C. Supplementary Payments**

We will pay, with respect to any **claim(s)** we investigate or settle, or any **suit(s)** against an insured we defend:

1. All expenses we incur.
2. All premiums on appeal bonds or bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. The company does not have the obligation to apply for or furnish these bonds.
3. All reasonable expense(s) incurred by the insured at our request to assist us in the investigation or defense of the **claim(s)** or **suit(s)**, including actual loss of earnings up to \$250 per day because of time off from work.
4. All costs taxed against the insured in the **suit(s)**.
5. 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.
6. All interest on the full amount of 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.

These payments will not reduce the Limits of Insurance shown in the Declarations until we have paid \$1,000,000 in total Supplementary Payments, after which these payments will reduce the Limits of Insurance shown in the Declarations.

Named Insured The Barn Environmental Group Inc.			Endorsement Number
Policy Symbol ECP	Policy Number G46836492 002	Policy Period 11/09/2018 to 11/09/2019	Effective Date of Endorsement 11/09/2018
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**SEPARATE DEFENSE LIMIT ENDORSEMENT - PROFESSIONAL LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY COVERAGE PART

**SECTION I - COVERAGES, C. Supplementary Payments** is deleted in its entirety and replaced by the following:

**C. Supplementary Payments**

We will pay, with respect to any **claim(s)** we investigate or settle, or any **suit(s)** against an insured we defend:

1. All expenses we incur.
2. All premiums on appeal bonds or bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. The company does not have the obligation to apply for or furnish these bonds.
3. All reasonable expense(s) incurred by the insured at our request to assist us in the investigation or defense of the **claim(s)** or **suit(s)**, including actual loss of earnings up to \$250 per day because of time off from work.
4. All costs taxed against the insured in the **suit(s)**.
5. 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.
6. All interest on the full amount of 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.

These payments will not reduce the Limits of Insurance shown in the Declarations until we have paid **\$1,000,000** in total Supplementary Payments, after which these payments will reduce the Limits of Insurance shown in the Declarations.

Named Insured The Barn Environmental Group Inc.			Endorsement Number
Policy Symbol ECP	Policy Number G46836492 002	Policy Period 11/09/2018 to 11/09/2019	Effective Date of Endorsement 11/09/2018
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

**SCHEDULE**

Name of Person or Organization:

Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies only to the person or organization shown in the Schedule above.

All other terms and conditions remain the same.

**TRANSPORTATION POLLUTION LIABILITY COVERAGE ENDORSEMENT**

Named Insured The Barn Environmental Group Inc.			Endorsement Number
Policy Symbol ECP	Policy Number G46836492 002	Policy Period 11/09/2018 to 11/09/2019	Effective Date of Endorsement 11/09/2018
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

**COVERAGES - CONTRACTORS POLLUTION LIABILITY, Section B., Exclusions, 16. Vehicles** is deleted in its entirety and replaced with the following:

**16. Vehicles**

**Bodily injury** or **property damage** arising from the use, maintenance, entrustment to others, or operation of any **auto**, aircraft, watercraft or other conveyance. However, this exclusion does not apply to:

- a. **Bodily injury** or **property damage** resulting from a **pollution condition** that commences during the transportation of **your product** by a **carrier**; or
- b. **Bodily injury** or **property damage** resulting from a **pollution condition** arising out of the ownership, maintenance or use of any **autos** or watercraft used in the operations performed by or on behalf of the insured.

With respect to item **b.** above, the following Limits of Insurance apply:

<b>Limits of Insurance:</b>	\$ 1,000,000	Each Occurrence
	\$ 1,000,000	Transportation Pollution Aggregate Limit (serves to reduce the General Aggregate shown on the Declarations page)

The Limits of Insurance are subject to the terms and conditions of the **LIMITS OF INSURANCE** section of the policy to which this endorsement is attached.

All other terms and conditions remain the same.

## GLOBAL PROGRAM SOLUTIONS AMENDATORY (Foreign Indemnity) ENDORSEMENT

Named Insured The Barn Environmental Group Inc.			Endorsement Number
Policy Symbol ECP	Policy Number G46836492 002	Policy Period 11/09/2018 to 11/09/2019	Effective Date of Endorsement 11/09/2018
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART  
PROFESSIONAL LIABILITY COVERAGE PART  
THIRD-PARTY PREMISES POLLUTION LIABILITY COVERAGE PART  
ONSITE CLEANUP PREMISES POLLUTION LIABILITY COVERAGE PART  
SUDDEN AND ACCIDENTAL PREMISES POLLUTION LIABILITY COVERAGE PART  
PRODUCTS POLLUTION LIABILITY COVERAGE PART**

Notwithstanding anything in this policy that might be construed otherwise, including any definitions or provisions governing Defense and Claims Expense that discuss the geographic scope of coverage to be provided herein, the Coverage Territory of this policy shall include the following:

1. The United States of America, including its territories and possessions, and Puerto Rico;
2. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any of the places included in Item 1., above; and
3. All other parts of the world, except:
  - a. The People's Republic of China; and
  - b. Any of the former member states of the Union of Soviet Socialist Republics, including Armenia, Azerbaijan, Belarus, Estonia, Georgia, Kazakhstan, Kyrgyzstan, Latvia, Lithuania, Moldova, Russia, Tajikistan, Turkmenistan, Ukraine and Uzbekistan.

This policy shall not afford coverage for any risk which would otherwise be in violation of the laws of the United States of America, including, but not limited to, economic or trade sanction laws or export control laws administered by the government of the United States of America.

### **I. FOREIGN COVERAGE**

When a **foreign occurrence** arising out of one or more otherwise covered exposures of the insured or **foreign entity** causes injury or damage to which this insurance applies, rather than directly pay on behalf of the insured or **foreign entity**, we shall indemnify the insured for the **foreign loss** or **foreign entity loss** caused by a **foreign occurrence** subject to the following provisions.

### **II. WHO IS AN INSURED**

The **WHO IS AN INSURED** provisions of this policy and any other associated definitions or schedules are hereby amended to confirm that **foreign entities** are not insureds on whose behalf we have a direct duty to pay settlements or judgments or to whom we owe any duty to defend.

### III. DEFENSE AND SUPPLEMENTARY PAYMENTS

Rather than directly defend an insured or **foreign entity**, we shall indemnify the insured for defense costs incurred in defending a **suit** brought against it or its **foreign entity**, provided that the insured complies with Section **V., ADDITIONAL CONDITIONS**, of this Endorsement, below, and all other policy terms, conditions and limitations.

### IV. LIMITS OF INSURANCE

The insurance provided by this Endorsement is subject to all applicable limits of insurance, limits of liability, deductibles and self-insured retentions (if any) identified in the Declarations of, or elsewhere in, this policy, including any aggregate limits and sublimits (collectively "limits"). Any **foreign loss** or **foreign entity loss** for which we pay indemnity shall erode and be counted against such limits. Such limits apply on the same basis (e.g., per **occurrence**, per **claim**, in the aggregate etc.) with respect to the insureds as would apply if the **foreign occurrence** had taken place within the United States of America, including its territories and possessions, or Puerto Rico.

The applicability of limits to Supplementary Payments or **allocated loss adjustment expense** applies on the same basis (pursuant to the applicable coverage part) as would apply if the **foreign occurrence** had taken place directly with respect to an insured within the United States of America, including its territories and possessions, or Puerto Rico.

### V. ADDITIONAL CONDITIONS

The following conditions apply in addition to the conditions and limitations provided elsewhere in this policy.

#### A. Claims Made and/or Reported Coverage (to the extent applicable)

Any requirements in this policy that a **claim** be first made and/or reported, or deemed made and/or reported, during the policy period, or any discovery or extended reporting period, shall also apply to all **claims** made against a **foreign entity** for which an insured seeks indemnification. Any provisions regarding notice of circumstances which may become a **claim** pursuant to this policy shall apply to circumstances known or which reasonably should have been known by the insured.

#### B. Additional Duties of the Insured

1. With respect to a **foreign occurrence** which may result in a **claim** to which this insurance applies, the insured assumes the duty to notify us, and must notify us in accordance with the conditions in the applicable coverage part or endorsement of this policy.
2. The insured shall, when directed by us:
  - a. Retain in its own name, but, subject to any relevant retention or deductible obligations herein, a loss adjusting expert approved by us that is authorized in the jurisdiction in which the **foreign loss** or **foreign entity loss** occurred;
  - b. Where permitted by applicable law, grant us the full right to collaborate with such loss adjusting expert;
  - c. Grant us full access to any records produced by such loss adjusting expert; and
  - d. Obtain the right to control the investigation, adjustment, defense and settlement of the **foreign loss** or **foreign entity loss** using experts approved by us, including access to books, records, bills, invoices, vouchers and other information.

#### C. Payment as Discharge of Liability

With respect to any **foreign loss** or **foreign entity loss**, payment to the insured shall, in all circumstances, to the extent of such payment, discharge us from any liability or alleged liability to any other person or entity, whether or not such person or entity is named as an insured pursuant to this policy.

#### D. Truthfulness and Accuracy of Information

1. The insured shall make a good faith effort to provide truthful and accurate information to us with respect to the applicable **foreign entity**, **foreign occurrence**, **claim**, **suit**, **foreign loss** or **foreign entity loss**; and
2. The insured shall not, at any time, intentionally conceal or misrepresent facts concerning any **foreign entity**; any **foreign loss**; any **foreign entity loss**; any **claim** or **suit**; or any **foreign occurrence**.



## VI. Additional Definitions

The following definitions apply to this Endorsement in addition to definitions set forth elsewhere in this policy:

### A. **Allocated loss adjustment expense** means any:

1. Expenses, costs and interest provided for pursuant to this policy that responds to a **loss, claim, suit** or demand; and
2. Other expenses, costs, or interest incurred in connection with the investigation, administration, adjustment, settlement or defense of any **loss, claim, suit** or demand arising pursuant to this policy that we directly allocate to a particular **claim**, whether or not a payment indemnifying the claimant(s) is made by any person or entity. Such expenses shall include: subrogation; all court costs, fees and expenses; fees for service of process; fees and expenses to attorneys for legal services; the cost of services of undercover operations and detectives; fees to obtain medical cost containment services; the cost of employing experts for the purpose of preparing maps, photographs, diagrams, or chemical or physical analysis, or for expert advice or opinion; the cost of obtaining copies of any public records; and the cost of obtaining depositions and court reporters or recorded statements.

However, **allocated loss adjustment expense** does not include:

1. The salaries of the employees of any **foreign entity** or of the insured;
2. Fees, expenses and interest for legal services not provided to or for the benefit of the insured; and
3. Amounts otherwise reimbursed to the insured or **foreign entity**.

### B. **Foreign entity** means any person or entity which would otherwise qualify as an insured or additional insured as defined in or identified in any coverage part, endorsement or schedule attached to this policy, but for the fact that such person or entity is domiciled or its principal place of business is located within a jurisdiction outside of the United States of America, including its territories and possessions, or Puerto Rico.

### C. **Foreign loss** means:

1. Damages or other amounts to which this insurance applies, that an insured has incurred or becomes legally obligated to pay within a jurisdiction outside of the United States of America, including its territories and possessions, or Puerto Rico, as the result of injury, damage, **loss**, or liability to which this insurance would apply if the **foreign occurrence** had taken place within the United States of America, including its territories and possessions, or Puerto Rico; and
2. Any reasonable and necessary expenses or costs incurred by the insured to which this insurance would apply if we defended the **claim** or **suit**,

which have not been paid, indemnified or reimbursed pursuant to any other insurance.

### D. **Foreign entity loss** means:

1. Damages, or other amounts to which this insurance applies, that a **foreign entity** has incurred or becomes legally obligated to pay because of injury, damage, **loss**, or liability to which this insurance would apply if the insured were directly liable for such amounts with respect to covered exposures located within the United States of America, including its territories and possessions, or Puerto Rico; and
2. Any reasonable and necessary expenses or costs incurred by a **foreign entity** to which this insurance would apply if we defended the **claim** or **suit**,

which have not been paid, indemnified or reimbursed pursuant to any other insurance.

### E. **Foreign occurrence** means an accident, **occurrence, pollution condition, loss**, act, error or omission (as any of these terms may be defined in the applicable coverage parts), which may result in a **foreign loss** or **foreign entity loss**.

All other terms and conditions of this policy remain unchanged.

## DEFINITION OF POLLUTION CONDITION AMENDATORY ENDORSEMENT

Named Insured The Barn Environmental Group Inc.			Endorsement Number
Policy Symbol ECP	Policy Number G46836492 002	Policy Period 11/09/2018 to 11/09/2019	Effective Date of Endorsement 11/09/2018
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

### **CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

Section **V. DEFINITIONS**, Subsection **U.**, **Pollution condition**, of this policy is deleted in its entirety and replaced with the following:

**U. Pollution condition** means the discharge, dispersal, release, escape, migration, seepage of any solid, liquid, gaseous or thermal, material matter, irritant or contaminant including smoke, soot, vapors, fumes, acids, alkalis, chemicals, hazardous substances, hazardous materials, low-level radiological waste, mixed waste or waste materials, including medical, infectious or pathological wastes, on, in, into or upon land and structures thereupon, the atmosphere, surface water or groundwater, provided such conditions are not naturally present in the environment in the concentrations or amounts discovered. **Pollution condition** also includes: **1)** electromagnetic fields, **mold**, virus(es) and bacteria, including *legionella pneumophila*; and **2)** the discharge, dispersal, release or escape of silt or sedimentation.

All other terms and conditions of this policy remain unchanged.

Named Insured The Barn Environmental Group Inc.			Endorsement Number
Policy Symbol ECP	Policy Number G46836492 002	Policy Period 11/09/2018 to 11/09/2019	Effective Date of Endorsement 11/09/2018
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**PROFESSIONAL LIABILITY COVERAGE LIMITATION ENDORSEMENT**

<p><b><u>SCHEDULE:</u></b></p> <p>Environmental Impact Studies</p>
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(If no entry appears below, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance shall only apply to the **professional services** shown in the Schedule above.

All other terms and conditions remain the same.

**ADDITIONAL INSURED ENDORSEMENT – PRODUCTS-COMPLETED OPERATIONS HAZARD**

Named Insured The Barn Environmental Group Inc.			Endorsement Number
Policy Symbol ECP	Policy Number G46836492 002	Policy Period 11/09/2018 to 11/09/2019	Effective Date of Endorsement 11/09/2018
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART

**SCHEDULE**

Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury** or **property damage** caused, in whole or in part, by **your work** performed for that additional insured and included in the **products-completed operations hazard**.

All other terms and conditions remain the same.

**ADDITIONAL INSURED ENDORSEMENT – PRODUCTS-COMPLETED OPERATIONS HAZARD  
PRIMARY & NON-CONTRIBUTORY**

Named Insured The Barn Environmental Group Inc.			Endorsement Number
Policy Symbol ECP	Policy Number G46836492 002	Policy Period 11/09/2018 to 11/09/2019	Effective Date of Endorsement 11/09/2018
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART

**SCHEDULE**

Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury** or **property damage** caused, in whole or in part, by **your work** performed for that additional insured and included in the **products-completed operations hazard**.

Furthermore, the coverage provided hereunder shall be primary and not contributing with any other insurance available to those designated above under any other third party liability policy.

All other terms and conditions remain the same.

## COVERAGE PART CHANGES ENDORSEMENT

Named Insured The Barn Environmental Group Inc.			Endorsement Number
Policy Symbol ECP	Policy Number G46836492 002	Policy Period 11/09/2018 to 11/09/2019	Effective Date of Endorsement 11/09/2018
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART – OCCURRENCE (ENV-1203 (03-10))**

I. The last sentence of **COVERAGES - CONTRACTORS POLLUTION LIABILITY**, Subsection **A., Insuring Agreement**, of this Coverage Part is hereby deleted in its entirety.

II. **LIMITS OF INSURANCE**, of this Coverage Part is hereby deleted in its entirety and replaced with the following:

For the purposes of this endorsement, it is agreed that the following conditions are added to the **COMMERCIAL GENERAL LIABILITY POLICY, SECTION III. LIMITS OF INSURANCE**:

Subject to the General Aggregate Limit discussed below, the Each Pollution Condition Limit shown in the Declarations is the most we will pay for: **1) the sum of all damages because of a loss; 2) emergency response expense and 3) Supplementary Payments**, arising out of the same, continuous, repeated, or related **pollution condition** under this policy. The most we will pay with respect to any **pollution condition** that continues during successive policy periods of more than one occurrence-based Contractors Pollution Liability coverage issued by the Insurer or an affiliate is the Each Pollution Condition Limit shown in the Declarations applicable to the first policy period during which the **pollution condition** commenced.

Indivisible, progressive **bodily injury** or **property damage** over multiple policy periods caused by the same, continuous, repeated or related **pollution condition** shall be deemed to have occurred only in the policy period of the date of the first exposure to the **pollution condition**. If the Insurer or an affiliate has issued occurrence-based Contractors Pollution Liability coverage to the insured over successive policy periods, and, if the date of such first exposure cannot be conclusively determined, but the indivisible, progressive **bodily injury** or **property damage** continues to exist during the Insurer's successive periods of coverage, the **bodily injury** or **property damage** shall be deemed to have occurred only on the effective date of the first, relevant contractors pollution coverage issued by the Insurer.

The General Aggregate Limit shown in the Declarations will be the most we will pay pursuant under all Coverage Parts of this policy, including payments for damages, **emergency response expense** and Supplementary Payments afforded by the Contractor's Pollution Liability Coverage Part.

The Limits of Insurance apply to the policy period shown in the Declarations or as amended by endorsement.

The deductible amount stated on the Declarations is applicable to each **pollution condition** or **emergency response expense**. The deductible amount applies once to each **pollution condition** or **emergency response expense** and applies to defense expenses, investigation, settlement, compromise, or indemnification.

We, at our sole election and option, may either:

1. Pay any part of the deductible amount to effect settlement or expense of any **claim**, and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount that has been paid by us; or

2. Simultaneously upon receipt of notice of any **claim** or at any time thereafter, call upon you to pay or deposit with us all or any part of the deductible amount, to be held and applied by us at our sole discretion.

If a **claim** has not entered into litigation, and we and the **Named Insured** mutually agree to **mediation** as a means to settle a **claim** made against the insured, and if such **claim** is settled as a direct result of and during the **mediation**, the deductible stated in the Declarations or applicable endorsement(s) shall be waived up to a maximum of \$25,000. When this occurs, we will reimburse the **Named Insured** as soon as practical for any qualifying deductible amount which was already paid by the **Named Insured** prior to the **mediation**.

All other terms and conditions remain the same.



## NON-ACCUMULATION OF LIMITS ENDORSEMENT – COMMERCIAL GENERAL LIABILITY

Named Insured The Barn Environmental Group Inc.			Endorsement Number
Policy Symbol ECP	Policy Number G46836492 002	Policy Period 11/09/2018 to 11/09/2019	Effective Date of Endorsement 11/09/2018
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The policy is amended as follows:

The following is added to **SECTION III – LIMITS OF INSURANCE**

If this Coverage Form, Coverage Part or policy is one of several Coverage Forms, Coverage Parts or policies issued by us or any company affiliated with us to you, then for any "occurrence" that could be covered under two or more Coverage Forms, Coverage Parts or policies, the maximum applicable limit of insurance will not be the total of all limits for those Coverage Forms, Coverage Parts or policies, but rather will be the limit of insurance under the Coverage Form, Coverage Part or policy with the highest applicable limit of insurance, or, if the applicable limits are the same, the limit of insurance of one Coverage Form, Coverage Part or policy. This condition does not apply to any Coverage Form, Coverage Part or policy issued specifically to apply as excess insurance over this Coverage Form, Coverage Part or policy.

This condition applies whether or not the policies:

1. Provide coverage to one or more insureds;
2. Provide multiple lines of coverage;
3. Provide coverage identical to that provided by this coverage;
4. Have limits adequate to cover all claims; or
5. Remain in effect.

All other terms and conditions of this policy remain unchanged.

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Authorized Representative

## ASBESTOS AMENDATORY ENDORSEMENT

Named Insured The Barn Environmental Group Inc.			Endorsement Number
Policy Symbol ECP	Policy Number G46836492 002	Policy Period 11/09/2018 to 11/09/2019	Effective Date of Endorsement 11/09/2018
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

This insurance does not apply to **bodily injury** or **property damage** at any time arising out of the manufacture of, mining of, sale or distribution of, or installation of asbestos products, asbestos fibers or asbestos dust, or to any obligation of the insured to indemnify any party because of damages arising out of such **bodily injury** or **property damage** at any time as a result of the manufacture of, mining of, sale or distribution of, or installation of asbestos products, asbestos fibers or asbestos dust.

Furthermore, the Company shall not be obligated to defend any **claim** or **suit** against any insured alleging **bodily injury** or **property damage** resulting from or contributed to, by any and all manufacture of, mining of, sale or distribution of, or installation of asbestos products, asbestos fibers or asbestos dust.

For the purpose of this endorsement, **bodily injury** shall include disability, disease, occupational disease, sickness, and shock.

All other terms and conditions of this **Policy** remain unchanged.

Named Insured The Barn Environmental Group Inc.			Endorsement Number
Policy Symbol ECP	Policy Number G46836492 002	Policy Period 11/09/2018 to 11/09/2019	Effective Date of Endorsement 11/09/2018
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**NUCLEAR HAZARD LIABILITY EXCLUSION**

This insurance does not apply to:

**A. Bodily injury or property damage:**

1. With respect to which the 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, or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limits of insurance;
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. Resulting from the 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 the 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 the Insured; or
3. **The bodily injury or property damage** arises out of the furnishing by the Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, located within the United States of America, its territories or possessions or Canada.

**C. As used in this exclusion:**

1. **Hazardous properties** include radioactive, toxic, or explosive properties.
2. **Nuclear material** means **source material, special nuclear material, or byproduct material.**

3. **Source material, special nuclear material, and byproduct material** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
4. **Spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.
5. **Waste** means any **waste material**:
  - (a) Containing **byproduct 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;
  - (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**;
6. **Nuclear facility** means:
  - (a) Any **nuclear reactor**;
  - (b) Any equipment or device designed or used for:
    - i. Separating the isotopes of uranium or plutonium;
    - ii. Processing or utilizing **spent fuel**; or
    - iii. 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**;
  - (e) The site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
7. **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.
8. **Property damage** includes all forms of radioactive contamination of property.

Named Insured The Barn Environmental Group Inc.			Endorsement Number
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Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**EARNED PREMIUM ENDORSEMENT – 25% MINIMUM EARNED**

The Minimum Earned Premium due for this policy shall be calculated in accordance with the following:

1. In the event of cancellation of this policy by the first **Named Insured** the minimum earned premium due if this policy remains in effect for ninety (90) days or less shall be twenty-five percent (25%) of the amount entered as advance premium on the Declarations of this policy; and
2. In the event of cancellation of this policy by the first **Named Insured** after this policy has been in effect for more than ninety (90) days, the return premium due, if any, shall be computed at a rate equal to ninety percent (90%) of the pro-rata unearned policy premium, subject, however, to final premium adjustment in accordance with our rules, rates and the Premium Audit provisions of this policy; and
3. In the event of cancellation of this policy by the Company for reasons other than non-payment of premium, the earned premium for this policy shall be computed on a pro-rata basis, subject, however, to final premium adjustment in accordance with our rules, rates and Premium Audit provisions of this policy; and
4. The following supersedes any provision to the contrary contained in the policy to which this endorsement is attached:

The premium entered in the Declarations of this policy as advance premium is a provisional premium only and is subject to adjustment in accordance with our rules, rates and the Premium Audit provisions of this policy. Premium adjustments effected as a result of premium audits will be done after the policy is no longer in effect but may be done by the Company while the policy is in effect. Premium audit adjustment calculations will be made to determine additional premiums only. The first **Named Insured** agrees that there will be no downward adjustment of the advance premium resulting from the Premium Audit provisions of this policy. You agree that we may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three (3) years afterward.

All other terms and conditions remain the same.

Named Insured The Barn Environmental Group Inc.			Endorsement Number
Policy Symbol ECP	Policy Number G46836492 002	Policy Period 11/09/2018 to 11/09/2019	Effective Date of Endorsement 11/09/2018
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**CONSTRUCTION MANAGEMENT PROFESSIONAL EXCLUSION - GENERAL LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following exclusion is added to **SECTION 1- COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** and **SECTION I - COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions**:

**Construction Management**

The coverage afforded by this policy does not apply to **bodily injury, property damage or personal and advertising injury** arising out of:

- (1) The preparing, approving, or failure to prepare or approve, maps, shop drawing, opinions, reports, surveys, field orders, change orders or drawing and specifications by any architect, engineer or surveyor performing services on a project on which you serve as construction manager; or
- (2) Inspection, supervision, quality control, architectural or engineering activities down by or for you on a project on which you serve as construction manager.

This exclusion does not apply to **bodily injury or property damage** arising out of construction work or demolition work done by you, your **employees**, or your subcontractors.

All other terms and conditions remain the same.

Named Insured The Barn Environmental Group Inc.			Endorsement Number
Policy Symbol ECP	Policy Number G46836492 002	Policy Period 11/09/2018 to 11/09/2019	Effective Date of Endorsement 11/09/2018
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**ENGINEERS, ARCHITECTS AND SURVEYORS PROFESSIONAL EXCLUSION –  
GENERAL LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to **SECTION 1- COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** and **SECTION I - COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions**:

**Engineers, Architects or Surveyors**

The coverage afforded by this policy does not apply to **bodily injury, property damage or personal and advertising injury** arising out of the rendering of, or failure to render, any **professional services** by you or your engineer, architect or surveyor who is either employed by you or performing work on your behalf in such capacity.

**Professional services** include:

- (1) The preparing, approving, or failure to prepare or approve maps, shop drawing, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection, architectural or engineering activities.

All other terms and conditions remain the same.



Named Insured The Barn Environmental Group Inc.			Endorsement Number
Policy Symbol ECP	Policy Number G46836492 002	Policy Period 11/09/2018 to 11/09/2019	Effective Date of Endorsement 11/09/2018
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**INSPECTION, APPRAISAL AND SURVEY EXCLUSION – GENERAL LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following exclusion is added to **SECTION 1- COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** and **SECTION I - COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions**:

**Inspection, Appraisal and Survey**

The coverage afforded by this policy does not apply to **bodily injury, property damage or personal and advertising injury** for which the Insured may be held liable because of the rendering or failure to render professional services in the performance of any claim, investigation, adjustment, engineering, inspection, appraisal, survey, or audit services.

All other terms and conditions remain the same.

Named Insured The Barn Environmental Group Inc.			Endorsement Number
Policy Symbol ECP	Policy Number G46836492 002	Policy Period 11/09/2018 to 11/09/2019	Effective Date of Endorsement 11/09/2018
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**TESTING OR CONSULTING PROFESSIONAL LIABILITY EXCLUSION – GENERAL LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Testing or Consulting

The coverage afforded by this policy does not apply to **bodily injury, property damage or personal and advertising injury** arising out of:

- (1) An error, omission, defect or deficiency in:
  - (a) Any test performed; or
  - (b) Any evaluation, consultation or advice given by or on behalf of any Insured;
- (2) The reporting of or reliance upon any such test, evaluation, consultation or advice; or
- (3) An error, omission, defect or deficiency in experimental data or the insured's interpretation of such data.

All other terms and conditions remain the same.

Named Insured The Barn Environmental Group Inc.			Endorsement Number
Policy Symbol ECP	Policy Number G46836492 002	Policy Period 11/09/2018 to 11/09/2019	Effective Date of Endorsement 11/09/2018
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**TOTAL POLLUTION EXCLUSION – GENERAL LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**Exclusions, f. under Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability, is** deleted in its entirety and 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**.

All other terms and conditions remain the same.

Named Insured The Barn Environmental Group Inc.			Endorsement Number
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Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**EMPLOYMENT RELATED PRACTICES EXCLUSION**

This insurance does not apply to **bodily injury** or **personal injury** arising out of:

- (1) Any refusal to employ; or
- (2) Any termination of employment; or
- (3) Any coercion, demotion, performance evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment related practice, policy, act or omission; or
- (4) Consequential **bodily injury** or **personal injury** as a result of **(1)**, **(2)** or **(3)** above.

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

All other terms and conditions remain the same.

Named Insured The Barn Environmental Group Inc.			Endorsement Number
Policy Symbol ECP	Policy Number G46836492 002	Policy Period 11/09/2018 to 11/09/2019	Effective Date of Endorsement 11/09/2018
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DEFINED WORDS AND PHRASES ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The fourth paragraph in the preamble of form **CG 00 01, COMMERCIAL GENERAL LIABILITY COVERAGE FORM**, is deleted and replaced as follows:

Other words and phrases appearing in quotation marks or in bold print have special meaning. Refer to **Section V – Definitions**. Words and phrases appearing in bold print in endorsements attached hereto are subject to the definitions in **Section V** unless specifically defined within the endorsement.

All other terms and conditions remain the same.

## ACTION OVER EXCLUSION - NEW YORK

Named Insured The Barn Environmental Group Inc.			Endorsement Number
Policy Symbol ECP	Policy Number G46836492 002	Policy Period 11/09/2018 to 11/09/2019	Effective Date of Endorsement 11/09/2018
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Exclusion e. under Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted in its entirety and replaced with the following

**e. Employer's Liability**

**Bodily Injury** to:

- (1) An **employee** of any insured arising out of and in the course of
  - (a) Employment by an insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister or other family member of that **employee** as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether any insured may be liable as an employer or in any other capacity; or
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- (3) To that part of any contract or agreement that:
  - (a) Indemnifies any person or organization for injury to an **employee** of any insured arising out of and in the course of employment by any insured as a result of **claim(s)** or **suit(s)** brought under New York Labor Law §§240 and/or 241; or
  - (b) That indemnifies the spouse, child, parent, brother or sister or other family member of that **employee** as a consequence of Paragraph (3)(a) above.
- (4) To **claim(s)** or **suit(s)** brought under New York Labor Law §§240 and/or 241

This exclusion does not apply to liability assumed by the insured under an **insured contract**, except as stated in items e. (3) and e. (4) above.

All other terms and conditions remain unchanged

## EXCLUSION OF CERTIFIED ACTS OF TERRORISM

Named Insured The Barn Environmental Group Inc.			Endorsement Number
Policy Symbol ECP	Policy Number G46836492 002	Policy Period 11/09/2018 to 11/09/2019	Effective Date of Endorsement 11/09/2018
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

A. The following exclusion is added to all coverage parts:

This insurance does not apply to:

**TERRORISM**

**Any injury or damage** arising, directly or indirectly, out of a **certified act of terrorism**.

B. The following definitions are added:

1. For the purposes of this endorsement, "**any injury or damage** means any injury or damage covered under this Policy or any Coverage Part to which this endorsement is applicable, and includes but is not limited to **bodily injury, property damage, personal and advertising injury, corrective action costs or cleanup costs** 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 consultation with the Secretary of Homeland Security 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.



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

## **GEORGIA CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
 COMMERCIAL AUTOMOBILE COVERAGE PART  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 COMMERCIAL INLAND MARINE COVERAGE PART  
 COMMERCIAL PROPERTY COVERAGE PART  
 CRIME AND FIDELITY COVERAGE PART  
 EQUIPMENT BREAKDOWN COVERAGE PART  
 FARM COVERAGE PART  
 LIQUOR LIABILITY COVERAGE PART  
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
 POLLUTION LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**A. Paragraph A.1. of the **Cancellation** Common Policy Condition is replaced by the following:**

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation stating a future date on which the policy is to be cancelled, subject to the following:
  - a. If only the interest of the first Named Insured is affected, the effective date of cancellation will be either the date we receive notice from the first Named Insured or the date specified in the notice, whichever is later. However, upon receiving a written notice of cancellation from the first Named Insured, we may waive the requirement that the notice state the future date of cancellation, by confirming the date and time of cancellation in writing to the first Named Insured.
  - b. If by statute, regulation or contract this policy may not be cancelled unless notice is given to a governmental agency, mortgagee or other third party, we will mail or deliver at least 10 days' notice to the first Named Insured and the third party as soon as practicable after receiving the first Named Insured's request for cancellation.

Our notice will state the effective date of cancellation, which will be the later of the following:

- (1) 10 days from the date of mailing or delivering our notice; or
- (2) The effective date of cancellation stated in the first Named Insured's notice to us.

**B. Paragraph A.5. of the **Cancellation** Common Policy Condition is replaced by the following:**

### **5. Premium Refund**

- a. If this policy is cancelled, we will send the first Named Insured any premium refund due.
- b. If we cancel, the refund will be pro rata, except as provided in c. below.
- c. If the cancellation results from failure of the first Named Insured to pay, when due, any premium to us or any amount, when due, under a premium finance agreement, then the refund may be less than pro rata. Calculation of the return premium at less than pro rata represents a penalty charged on unearned premium.
- d. If the first Named Insured cancels, the refund may be less than pro rata.
- e. The cancellation will be effective even if we have not made or offered a refund.

C. The following is added to the **Cancellation** Common Policy Condition and supersedes any other provisions to the contrary:

If we decide to:

1. Cancel or nonrenew this policy; or
2. Increase current policy premium by more than 15% (other than any increase due to change in risk, exposure or experience modification or resulting from an audit of auditable coverages); or
3. Change any policy provision which would limit or restrict coverage;

then:

We will mail or deliver notice of our action (including the dollar amount of any increase in renewal premium of more than 15%) to the first Named Insured and lienholder, if any, at the last mailing address known to us. Except as applicable as described in Paragraph D. or E. below, we will mail or deliver notice at least:

- a. 10 days before the effective date of cancellation if this policy has been in effect less than 60 days or if we cancel for nonpayment of premium; or
- b. 45 days before the effective date of cancellation if this policy has been in effect 60 or more days and we cancel for a reason other than nonpayment of premium; or
- c. 45 days before the expiration date of this policy if we decide to nonrenew, increase the premium or limit or restrict coverage.

D. The following provisions apply to insurance covering residential real property only provided under the:

Capital Assets Program (Output Policy) Coverage Part;  
Commercial Property Coverage Part;  
Farm Coverage Part;

if the named insured is a natural person.

With respect to such insurance, the following is added to the **Cancellation** Common Policy Condition and supersedes any provisions to the contrary except as applicable as described in Paragraph E.:

1. When this policy has been in effect for 60 days or less and is not a renewal with us, we may cancel for any reason by notifying the first Named Insured at least 10 days before the date cancellation takes effect.

2. When this policy has been in effect for more than 60 days, or at any time if it is a renewal with us, we may cancel for one or more of the following reasons:

- a. Nonpayment of premium, whether payable to us or to our agent;
- b. Upon discovery of fraud, concealment of a material fact, or material misrepresentation made by or with the knowledge of any person insured under this policy in obtaining this policy, continuing this policy or presenting a claim under this policy;
- c. Upon the occurrence of a change in the risk which substantially increases any hazard insured against; or
- d. Upon the violation of any of the material terms or conditions of this policy by any person insured under this policy.

We may cancel by providing notice to the first Named Insured at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 45 days before the effective date of cancellation if we cancel for any of the reasons listed in b., c. or d. above.

E. With respect to a policy that is written to permit an audit, the following is added to the **Cancellation** Common Policy Condition:

If you fail to submit to or allow an audit for the current or most recently expired term, we may cancel this policy subject to the following:

1. We will make two documented efforts to send you and your agent notification of potential cancellation. After the second notice has been sent, we have the right to cancel this policy by mailing or delivering a written notice of cancellation to the first Named Insured at least 10 days before the effective date of cancellation, but not within 20 days of the first documented effort.
2. If we cancel this policy based on your failure to submit to or allow an audit, we will send the written notice of cancellation to the first Named Insured at the last known mailing address by certified mail or statutory overnight delivery with return receipt requested.

## SERVICE OF SUIT ENDORSEMENT

Named Insured The Barn Environmental Group Inc.			Endorsement Number
Policy Symbol ECP	Policy Number G46836492 002	Policy Period 11/09/2018 to 11/09/2019	Effective Date of Endorsement 11/09/2018
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

Information about service of suits upon the company is given below. Service of process of suits against the company may be made upon the following person, or another person the company may designate:

Mr. Paul Bech, Esq., Associate General Counsel  
Chubb  
436 Walnut Street  
Philadelphia, PA 19106-3703

The person named above is authorized and directed to accept service of process on the company's behalf in any action, suit or proceeding instituted against the company. If the insured requests, the company will give the insured a written promise that a general appearance will be entered on the company's behalf if a suit is brought.

If the insured requests, the company will submit to the jurisdiction of any court of competent jurisdiction. The company will accept the final decision of that court or any Appellate Court in the event of an appeal. However, nothing in this endorsement constitutes a waiver of the company's right to: remove an action to a United States District Court, seek a transfer of a case to another court, or to enforce policy provisions governing choice of law or venue selection, as may be permitted by the laws of the United States, or of any state in the United States.

The law of some jurisdictions of the United States of America requires that the Superintendent, Commissioner or Director of Insurance (or their successor in office) be designated as the company's agent for service of process. In these jurisdictions, the company designates the Director of Insurance as the company's true and lawful attorney upon whom service of process on the company's behalf may be made. The company also authorizes the Director of Insurance to mail process received on the company's behalf to the company person named above.

If the insured is a resident of Canada, the insured may also serve suit upon the company by serving the government official designated by the law of the insured's province.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

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Authorized Representative

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM INSURANCE COVERAGE**

You were notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act.* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury---in consultation with the Secretary of Homeland Security, and the Attorney General of the United States---to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been 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.

**YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY YOUR POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% FOR YEAR 2015, 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017, 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM THAT WOULD BE CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.**

**YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.**

You elected **NOT** to purchase terrorism coverage under the Act at the price indicated. ACCORDINGLY, WE WILL **NOT** PROVIDE THIS COVERAGE AND YOU DO NOT OWE THE ADDITIONAL PREMIUM FOR THAT COVERAGE INDICATED BELOW.

Terrorism coverage described by the Act under your policy was made available to you for additional premium in the amount of \$250, however you elected to decline such coverage.

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

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

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

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

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

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

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



## Claims Directory Umbrella/Excess Casualty/Environmental

Claims or Loss Notices related to this policy should be reported to the following:

Claim Office	Email, Fax and Phone	Location
Chubb North American Claims	First Notices Email: <a href="mailto:ACEClaimsFirstNotice@chubb.com">ACEClaimsFirstNotice@chubb.com</a>  First Notices Fax: (877)-395-0131 (Toll Free) (302)-476-7254 (Local)  Phone: (800)-433-0385 - Business Hours (800)-523-9254 – After Hours	P.O. Box 5122 Scranton, PA 18505-0554