CONTRACTORS POLLUTION AND PROFESSIONAL LIABILITY POLICY

THIS FORM PROVIDES CLAIMS-MADE COVERAGE FOR COVERAGE PARTS A, B.3, AND B.5. PLEASE READ THE ENTIRE FORM CAREFULLY.

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.

Other words and phrases that appear in bold have special meaning. Refer to Section VIII. Definitions.

Coverage A – Professional Liability, Coverage B.3 – Third Party Claims for Non-Owned Disposal Sites, and Coverage B.5 – Named Insured's Locations, provide Claims-Made and Reported Coverage, and have claims reporting requirements that differ from Coverage B.1 – Contractors Pollution Liability, Coverage B.2 – Transportation Pollution Liability Coverage, B.4 – Microbial Substance Contractors Pollution Liability and Coverage B.6 – Emergency Remediation Costs. Coverage A – Professional Liability, Coverage B.3 – Third Party Claims for Non-Owned Disposal Sites, and Coverage B.5 – Named Insured's Locations, only apply to a claim that is first made against you during the policy period and first reported to us during the policy period or applicable Extended Reporting Period.

The application is the basis of this policy and is incorporated in and constitutes a part of this policy. A copy of the application is attached hereto. Any material received with the application will be maintained on file with the Company and will be deemed to be attached thereto as if physically attached. It is agreed by all insureds that the statements in the application are their representations, that they are material and that this policy is issued in reliance upon the truth of such representations. Please note defense costs under Coverages A and B.5 shall be applied against the deductible and will erode the Limits of Insurance. This policy includes all of the agreements existing between the insureds and the Company or any of its agents relating to this policy.

The coverages described below are in effect only if scheduled on the Declarations. Any coverage not shown on the Declarations or listed as “Not Provided” is not a part of this policy and is excluded.

I. INSURING AGREEMENTS

COVERAGE A – PROFESSIONAL LIABILITY

a. We will pay those sums that the insured becomes legally obligated to pay as damages in excess of the deductible, if any, that result from professional services to which this insurance applies. The damages must result from an actual or alleged negligent act, error or omission in the performance of professional services rendered by the insured or by a person or entity retained by you and for whom you are legally liable. 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 to which this insurance does not apply. We may, at our discretion, investigate any actual or alleged negligent act, error or omission and settle any claim or suit that may result, but:

(1) The amount we will pay for damages and defense costs is limited as described in Section IV. Limits Of Insurance; and

(2) Our right and duty to defend ends under Coverage A when we have used up the applicable limit of insurance in the payment of judgments or settlements for damages under Coverage A, or loss under Coverage B, and/or defense costs under Coverages A and, if applicable, B.5.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Section III. Supplementary Payments.

b. This insurance shall only apply if:

(1) The claim is first made against the insured during the policy period and reported to us, in writing, during the policy period, or Extended Reporting Period, if applicable; and

(2) The actual or alleged negligent act, error or omission takes place in the coverage territory; and

(3) The actual or alleged negligent act, error or omission takes place on or after the Retroactive Date, shown in the Declarations, but before the end of the policy period; and

(4) Prior to the effective date of the first policy issued to you by us and continuously renewed, no responsible insured had knowledge of any circumstances which could be expected to give rise to a claim or suit to which

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Notwithstanding the above, this policy will not respond to damages, loss(es) or defense costs covered in whole or in part by other valid and collectible insurance in force prior to this policy period.

COVERAGE B – ENVIRONMENTAL IMPAIRMENT LIABILITY

COVERAGE B.1 – CONTRACTORS POLLUTION LIABILITY
a. We will pay those sums that the insured becomes legally obligated to pay for loss from bodily injury or property damage in excess of the deductible, directly caused by pollution conditions that result from your covered operations and/or completed operations of your covered operations to which this insurance applies. We will have the right and duty to defend the insured against any suit seeking payment for loss caused by pollution conditions resulting from your covered operations or completed operations of your covered operations; however, we will have no duty to defend the insured against any suit seeking payment for loss to which this insurance does not apply. We may, at our discretion, investigate any pollution condition and settle any claim or suit that may result, but:
   (1) The amount we will pay for loss and defense costs is limited as described in Section IV. Limits Of Insurance; and
   (2) Our right and duty to defend ends under Coverage B when we have used up the applicable limit of insurance in the payment of judgments or settlements for damages under Coverage A, or loss under Coverage B, and/or defense costs under Coverages A and, if applicable, B.5.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Section III. Supplementary Payments.

b. This insurance applies to bodily injury and property damage to the extent caused by a pollution condition only if:
   (1) The bodily injury or property damage is caused by a pollution condition that takes place in the coverage territory and is the result of an occurrence; and
   (2) The pollution condition that causes the bodily injury or property damage first occurs during the policy period and is the result of your covered operations and/or completed operations of your covered operations; and
   (3) The pollution conditions were unexpected and unintended from the standpoint of the insured; and
   (4) The bodily injury or property damage is caused by your covered operations and/or completed operations of your covered operations.

Notwithstanding the above, this policy will not respond to damages, loss(es) or defense costs covered in whole or in part by other valid and collectible insurance in force prior to this policy period.

COVERAGE B.2 – TRANSPORTATION POLLUTION LIABILITY
a. We will pay those sums the Named Insured becomes legally obligated to pay for loss from bodily injury or property damage in excess of the deductible, that results from a claim made against the Named Insured by a third party, to the extent directly caused by a pollution condition occurring during the course of transportation by the Named Insured or by a carrier, including any loading or unloading, to which this insurance applies. We will have the right and duty to defend the insured against any suit seeking payment for loss caused by pollution conditions occurring during the course of transportation; however, we will have no duty to defend the insured against any suit seeking payment for loss to which this insurance does not apply. We may, at our discretion, investigate any pollution condition and settle any claim or suit that may result, but:
   (1) The amount we will pay for loss and defense costs is limited as described in Section IV. Limits Of Insurance; and
   (2) Our right and duty to defend ends under Coverage B when we have used up the applicable limit of insurance in the payment of judgments or settlements for damages under Coverage A, or loss under Coverage B, and/or defense costs under Coverages A and, if applicable, B.5.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Section III. Supplementary Payments.

b. This insurance applies to bodily injury and property damage to the extent caused by a pollution condition only if:
   (1) The bodily injury or property damage is caused by a pollution condition that takes place in the coverage territory and is the result of an occurrence; and
   (2) The pollution condition that causes the bodily injury or property damage first occurs during the policy period and is caused by your products, materials or wastes; and
(3) The bodily injury or property damage is caused during the course of transportation by the Named Insured or by a carrier on behalf of the Named Insured; and

(4) The Named Insured and/or the carrier are properly licensed to transport your products, materials or wastes that cause the pollution condition.

Notwithstanding the above, this policy will not respond to loss(es) or defense costs covered in whole or in part by other valid and collectible insurance in force prior to this policy period.

It is also hereby agreed and understood that the coverage provided under COVERAGE B.2 – TRANSPORTATION POLLUTION LIABILITY shall not constitute or be evidence of financial responsibility under any federal, state or local law(s).

COVERAGE B.3 – THIRD PARTY CLAIMS FOR NON-OWNED DISPOSAL SITE(S)

a. We will pay those sums the insured becomes legally obligated to pay as a result of a claim made by a third party for cleanup costs or loss from bodily injury and property damage in excess of the deductible, which is directly caused by a pollution condition on, at, under or migrating from a non-owned disposal site(s) to which this insurance applies. We will have the right and duty to defend the insured against any suit seeking payment for cleanup costs or loss from bodily injury and property damage which is caused by a pollution condition on, at, under or migrating from a non-owned disposal site(s); however, we will have no duty to defend the insured against any suit seeking payment for cleanup costs or loss to which this insurance does not apply. We may at our discretion investigate any pollution condition and settle any claim or suit that may result, but:

(1) The amount we will pay for cleanup costs, loss and defense costs is limited as described in Section IV. 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 for damages under Coverage A, or loss or cleanup costs under Coverage B, and/or defense costs under Coverages A and, if applicable, B.5.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Section III. Supplementary Payments.

b. This insurance applies to cleanup costs, bodily injury and property damage to the extent caused by a pollution condition only if:

(1) The cleanup costs, or loss from bodily injury and property damage is caused by a pollution condition on, at, under or migrating from a non-owned disposal site(s); and

(2) The claim is made by a third party which is not an owner, operator or contractor of the non-owned disposal site(s); and

(3) The claim is first made against the insured during the policy period, and reported to us, in writing, during the policy period, or, where applicable, Extended Reporting Period; and

(4) The pollution conditions first commence on or after the retroactive date, but before the end of the policy period and takes place in the coverage territory.

Notwithstanding the above, this policy will not respond to cleanup costs, loss(es) or defense costs covered in whole or in part by other valid and collectible insurance in force prior to this policy period.

COVERAGE B.4 – MICROBIAL SUBSTANCES CONTRACTORS POLLUTION LIABILITY

a. We will pay those sums the insured becomes legally obligated to pay for loss from bodily injury or property damage, in excess of the deductible, caused by microbial substances that result from your covered operations and/or completed operations of your covered operations to which this insurance applies. We will have the right and duty to defend the insured against any suit seeking payment for loss caused by microbial substances that result from your covered operations and/or completed operations of your covered operations; however, we will have no duty to defend the insured against any suit seeking payment for loss to which this insurance does not apply. We may, at our discretion, investigate any microbial substances and settle any claim or suit that may result, but:

(1) The amount we will pay for loss and defense costs is limited as described in Section IV. Limits Of Insurance; and

(2) Our right and duty to defend ends under Coverage B when we have used up the applicable limit of insurance in the payment of judgments or settlements for damages under Coverage A, or loss under Coverage B, and/or defense costs under Coverages A and, if applicable, B.5.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Section III. Supplementary Payments.

b. This insurance applies to bodily injury and property damage to the extent caused by microbial substances only if:
(1) The bodily injury or property damage is caused by microbial substances that occur in the coverage territory and are the result of an occurrence; and

(2) The microbial substances that cause the bodily injury or property damage first occur during the policy period and result from your covered operations, and/or the completed operations of your covered operations; and

(3) The microbial substances were unexpected and unintended from the standpoint of the insured; and

(4) The bodily injury or property damage is caused by your covered operations and/or completed operations of your covered operations.

Notwithstanding the above, this policy will not respond to loss(es) or defense costs covered in whole or in part by other valid and collectible insurance in force prior to this policy period.

COVERAGE B.5 – NAMED INSURED’S LOCATIONS

a. First Party Cleanup Costs

(1) We will pay those sums the Named Insured becomes legally obligated to pay for cleanup costs in excess of the deductible caused by a pollution condition on, at, under or migrating from an insured location(s), provided that:
   a) The pollution condition first commences during the policy period set forth on the Declarations page of this policy; and
   b) The pollution condition first commences at an identified time and place and must be confirmed by the Named Insured at its sole expense during the policy period; and
   c) The pollution condition is first discovered by the Named Insured during the policy period and reported to us in writing no later than seven (7) calendar days from the date of the first commencement of the pollution conditions, but before the end of the policy period.

The amount we will pay for cleanup costs and associated defense costs is limited as described in Section IV. Limits Of Insurance.

b. Third Party Claims for Cleanup Costs, Bodily Injury or Property Damage Liability

(1) We will pay those sums that the Named Insured becomes legally obligated to pay as a result of a claim made by a third party for loss from bodily injury or property damage in excess of the deductible, which is directly caused by a pollution condition on, at, under or migrating from an insured location(s) to which this insurance applies. We will have the right and duty to defend the insured against any suit seeking payment for loss from bodily injury or property damage which arises from a pollution condition on, at, under or migrating from an insured location(s); however, we will have no duty to defend the insured against any suit seeking payment for loss to which this insurance does not apply. We may, at our discretion, investigate any pollution condition and settle any claim or suit that may result, but:
   a) The amount we will pay for bodily injury, property damage, cleanup costs, loss and defense costs is limited as described in Section IV. Limits Of Insurance; and
   b) Our right and duty to defend ends under Coverage B when we have used up the applicable limit of insurance in the payment of judgments or settlements for damages under Coverage A, or cleanup costs or loss under Coverage B, and/or defense costs under Coverages A and, if applicable, B.5.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Section III. Supplementary Payments.

(2) This insurance applies to cleanup costs, bodily injury and property damage only if:
   a) The pollution condition first commences during the policy period set forth on the Declarations page of this policy; and
   b) The pollution condition first commences at an identified time and place and must be confirmed by the Named Insured at its sole expense during the policy period; and
   c) The pollution condition is first discovered by the Named Insured during the policy period and reported to us in writing no later than seven (7) calendar days from the date of the first commencement of the pollution conditions, but before the end of the policy period; and
   d) The claim for cleanup costs, bodily injury and/or property damage resulting from the pollution conditions is first made against the Named Insured during the policy period, and reported to us, in writing, during the policy period, or where applicable, the Extended Reporting Period.

Notwithstanding the above, this policy will not respond to cleanup costs, loss(es) or defense costs covered in whole or in part by other valid and collectible insurance in force prior to this policy period.

COVERAGE B.6 – EMERGENCY REMEDIATION COSTS

a. We will pay emergency remediation costs in excess of the self-insured retention, which qualify as cleanup costs incurred by or on behalf of the Named Insured to take emergency action in response to a pollution
condition caused by:

1. "Covered operations" or the completed operations of covered operations, and otherwise covered under Coverage B.1; or
2. A pollution condition occurring during the course of transportation by the Named Insured or by a carrier, including any loading or unloading, and otherwise covered under Coverage B.2; or
3. A pollution condition on, at, under or migrating from an insured location(s), and otherwise covered under Coverage B.5.

The amount we will pay for emergency remediation costs is limited as described in Section IV. Limits Of Insurance; and

b. This insurance applies to emergency remediation costs incurred by the Named Insured prior to providing notice to the company, provided that:
   1. The pollution condition first occurs during the policy period; and
   2. The pollution condition is first discovered during the policy period by an insured; and
   3. The Named Insured would be liable to a third party for the cleanup of the pollution condition if the emergency remediation costs had not been incurred; and
   4. The emergency remediation costs are for a period of no longer than seven (7) days after the pollution condition first commences and are incurred for services rendered during the policy period; and
   5. Written notice of the emergency remediation costs is provided to us as soon as practicable, but in no event later than seven (7) days from the earlier of the first commencement of the pollution condition or the expiration of the policy period.

Notwithstanding the above, this policy will not respond to emergency remediation costs covered in whole or in part by other valid and collectible insurance in force prior to this policy period.

II. EXCLUSIONS
This insurance does not apply to damages, cleanup costs, loss, bodily injury, property damage, claims, suits, microbial substances, emergency remediation costs, rectification expense, corporate reputation rehabilitation expense, crisis management expense, and related defense costs:

1. Asbestos
   Solely with respect to insured location(s) scheduled to this policy for coverage under COVERAGE B.5 – NAMED INSURED’S LOCATIONS if selected on the Declarations page of this policy, based upon or arising out of, in whole or in part, asbestos in any form including but not limited to asbestos containing products, asbestos dust, asbestos fibers or asbestos containing materials within, on or applied to any buildings or structures located at an insured location(s). This exclusion does not apply to cleanup costs to the extent directly and solely attributable to the inadvertent disturbance of asbestos at an insured location during the policy period. However, such cleanup costs will only apply to that portion of the asbestos that has been inadvertently disturbed at an insured location and will not apply to the disturbance of asbestos caused during any asbestos abatement, removal, or repair project or any building renovation project at an insured location.

2. Auto; Aircraft; Watercraft or Rolling Stock
   Based upon or arising out of the ownership, maintenance, use or the entrustment to others of any auto, aircraft, watercraft, or rolling stock 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 auto, aircraft, watercraft or rolling stock that is owned or operated by or rented or loaned to any insured.
   This exclusion does not apply to pollution conditions arising out of the ownership, maintenance, use, operation, loading or unloading of any auto, aircraft, watercraft, or rolling stock within the fixed boundaries of a site where your covered operations are being performed.
   This exclusion also does not apply to the coverage provided under COVERAGE B.2 – TRANSPORTATION POLLUTION LIABILITY if selected on the Declarations page of this policy.

3. Bankruptcy
   Based upon or arising out of bankruptcy or insolvency of an insured or of any other firm, person, or organization.

4. Bonds & Insurance
   Based upon or arising out of an insured’s obtaining, maintaining or requiring any bond, suretyship or insurance, or failing to do so.

5. Construction Means and Methods
Based upon or arising out of claims for bodily injury and/or property damage arising out of construction means, methods, techniques, sequences or procedures. This exclusion does not apply to Coverage B.
6. Contractual Liability
Based upon or arising out of the liability of others assumed by an insured under any contract or agreement. This exclusion does not apply to:
   a. Liability for bodily injury, property damage or cleanup costs under Coverage B assumed in a written contract or agreement that is an insured contract, provided the pollution conditions that result in bodily injury, property damage and/or cleanup costs first commence subsequent to the execution of the contract or agreement in writing; or
   b. Liability that the Named Insured would have in the absence of the contract or agreement.

7. Criminal Fines and Penalties
Based upon or arising out of any claim seeking payment of:
   a. Criminal fines, criminal penalties or associated multiple damages; or
   b. Punitive or exemplary damages, except where allowable by law; or
   c. The cost of injunctive relief based upon or arising out of non-compliance with any statute, regulation, ordinance or administrative complaint.

8. Damage to a Conveyance
Based upon or arising out of property damage to any conveyance utilized in the transportation by a carrier on behalf of the insured. This exclusion does not apply to a claim made by a carrier for such property damage to their conveyance caused by the Named Insured’s negligence.

9. Discrimination
Based upon or arising out of the discrimination by the insured on the basis of age, color, race, sex, creed, national origin, marital status, physical disability or sexual preference. This exclusion does not apply to ADA and FHA Defense Expense provided for under section III. Supplementary Payments.

10. Employer’s Liability and Worker’s Compensation
Based upon or arising out of bodily injury to:
   a. An employee of any insured arising out of and in the course of:
      (1) Employment by any insured; or
      (2) Performing duties related to the conduct of any insured’s business; or
   b. The spouse, child, parent, brother or sister of that employee or any person whose right to assert a cause of action against any insured by reason of employment, blood or any other relationship with that employee as a consequence of Paragraph (1) above; or
   c. Based upon or arising under any workers compensation, unemployment compensation or disability benefits law or similar law;
   d. 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.

Under Coverages B.1, B.2 and B.4 only, this exclusion does not apply to liability assumed by the Named Insured under an insured contract for the performance of covered operations.

11. Express Warranties or Guarantees
Based upon or arising out of any express warranty or guarantee. This exclusion does not apply to a warranty or guarantee by the Named Insured that the Named Insured’s covered operations and or professional services are in conformity with the generally accepted standard of care that would be applicable in the absence of such express warranty or guarantee.

12. Faulty Workmanship
Solely with respect to Coverages B.1 and B.4, based upon or arising out of the costs to repair or replace faulty construction or workmanship in any construction, erection, fabrication, installation, assembly, manufacture or remediation performed, in whole or in part, by or on behalf of, the insured, including the cost of any materials, parts or equipment furnished in connection with it.

This exclusion does not apply to loss the Named Insured is legally obligated to pay for the reasonable and necessary expenses incurred for the investigation, monitoring, testing, removal, abatement, containment, treatment, detoxifying, neutralization, encapsulation or disposal of pollution conditions.

13. Insured vs. Insured
Based upon or arising out of any claim, suit, or assertion of liability by one insured against another insured under this policy. With respect to Coverage B, this exclusion shall not apply to any claim against an insured by a client of the insured who is an insured as defined in Section VIII. 17.i. of this policy.

14. Insured’s Property
Based upon or arising out of any real or personal property owned, occupied, leased or rented by any insured. However, under Coverage B, this exclusion shall not apply to:

a. A claim against the Named Insured by a client who is also an insured under Section VIII 17.i. of this policy;
b. A claim arising from property rented or leased by the Named Insured during the course of performing covered operations and/or professional services for parties other than the Named Insured; or
c. The coverage provided under COVERAGE B.5 – NAMED INSURED’S LOCATIONS, if selected on the Declarations page of this policy.

15. Job Site Safety
Based upon or arising out of: job site safety including the failure to protect persons or property; the preparing of, or the failure to prepare, any safety plans, safety precautions or safety procedures; or the failure to properly supervise site safety in connection with the performance of professional services.

Based upon or arising out of any insured’s dishonest, fraudulent, malicious, or knowingly wrongful act, error or omission or non-compliance with any law, statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body. However, this exclusion shall not apply to any responsible insured that did not commit, participate in, or have knowledge of any of the acts described above.

17. Known Circumstances or Conditions
Based upon or arising out of covered operations or professional services performed prior to the inception date of this policy, if any responsible insureds knew or reasonably could have foreseen that your covered operations or professional services could give rise to a claim or suit for loss, damages, emergency remediation costs, rectification expense, crisis management expense or corporate reputation rehabilitation expenses under this policy. This includes, but is not limited to, any claim, suit, loss, pollution condition, emergency remediation costs, rectification expense, crisis management expense or corporate reputation rehabilitation expense reported under any insurance policy in effect prior to the inception of this policy period.

18. Known Pollution Conditions
Based upon or arising out of a pollution condition known by any insured prior to the inception of this policy period.
In the event the Named Insured exacerbates a pollution condition, which was known by any insured, during the performance of covered operations, this exclusion does not apply to claims, loss, cleanup costs or emergency remediation costs associated with that portion of the pollution conditions that would not exist but for the Named Insured’s exacerbation of the known pollution condition caused by covered operations.

19. Lead-Based Paint
Solely with respect to insured location(s) scheduled to this policy for coverage under COVERAGE B.5 – NAMED INSURED’S LOCATIONS if selected on the Declarations page of this policy, based upon or arising out of lead-based paint within or on any structures located at an insured location(s). This exclusion does not apply to cleanup costs to the extent directly and solely attributable to the inadvertent disturbance of lead-based paint at an insured location(s) during the policy period. However, such cleanup costs will only apply to that portion of the lead-based paint that has been inadvertently disturbed at the insured location and will not apply to the disturbance of lead-based paint caused during any lead-based paint abatement or removal project or any building renovation project at the insured location(s).

20. Microbial Substances
a. Based upon or arising, in whole or in part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any microbial substances on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage; and
b. Based upon or arising out of any loss, cost or expenses arising out of the investigation, monitoring, testing, removal, abatement, containment, treatment, detoxifying, neutralization, encapsulation or disposal of, or in any way responding to, or assessing the effects of, microbial substances, by any insured or by any other person or entity.

This exclusion does not apply to the coverage provided under COVERAGE A – PROFESSIONAL LIABILITY or COVERAGE B.4 – MICROBIAL SUBSTANCE CONTRACTORS POLLUTION LIABILITY, if selected on the Declarations page of this policy.

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

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

b. Damages 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, an insured; or
      b) Has been discharged or dispersed therefrom;
   (2) The nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
   (3) The damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

As used in this exclusion:

a. Hazardous properties include radioactive, toxic or explosive properties;
b. Nuclear Material means source material, special nuclear material or by-product material;
c. Source material, special nuclear material, and by-product material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
d. Waste means any waste material:
   (1) Containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from ore processed primarily for its source material content; and
   (2) 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.

e. Nuclear Facility means:
   (1) Any nuclear reactor;
   (2) Any equipment or device designed or used for:
      a) Separating the isotopes of uranium or plutonium;
      b) Processing or utilizing spent fuel; or
      c) Handling, processing or packaging waste;
   (3) 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;
   (4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste;
      And includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

f. 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;
g. Property Damage includes all forms of radioactive contamination of property.

22. Products Liability
Based upon or arising out of your product or its design, including but not limited to, goods or products manufactured, sold, handled, distributed, altered or repaired by the Named Insured or by others trading under its name including any container thereof, or any reliance upon a representation or warranty made at any time with respect thereto. This exclusion does not apply to Coverage B where the pollution condition is the result of the fabrication, assembly or installation of goods, materials or products provided by the Named Insured in connection with the performance of covered operations.

23. Off-Site Waste Disposal
Based upon or arising out of pollution conditions on, at, under or migrating from any non-owned disposal site to which wastes, your products or materials have been delivered.
This exclusion does not apply to the coverage provided by COVERAGE B.3 – THIRD PARTY CLAIMS FOR NON-OWNED DISPOSAL SITE(S), if selected on the Declarations page of this policy.
24. Project-Specific Coverage
Based upon or arising out of any project to which any insured is an insured on a project-specific policy issued by
any insurer, however, this exclusion shall not apply where your liability is found to be in excess of the limits of
liability available under all such project specific insurance policies.

25. Related Entities
Based upon or arising out of a claim by your parent company or any affiliated subsidiary, or any entity which is
owned, operated, managed, or controlled by you.

26. Transportation
Based upon or arising out of pollution conditions caused by your products, materials or waste transported by
you or a carrier within an auto, aircraft, watercraft or rolling stock beyond the fixed boundaries of an insured
location, or a site at which your covered operations or professional services are being performed.
This exclusion does not apply to the coverage provided under COVERAGE B.2 – TRANSPORTATION
POLLUTION LIABILITY, if selected on the declarations page of this policy.

27. Underground Storage Tanks
Solely with respect to insured location(s) scheduled to this policy for coverage under COVERAGE B.5 –
NAMED INSURED’S LOCATIONS if selected on the Declarations page of this policy, based upon or arising out
of pollution conditions migrating from any underground storage tank(s).

28. War and Hostile Acts
Based upon or arising directly or indirectly, out of:
  a. War, including undeclared or civil war;
  b. Warlike action by a military force, including action in hindering or defending against an actual or expected
     attack, by any government, sovereign or other authority using military personnel or other agents; or
  c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or
     defending against any of these.

III. SUPPLEMENTARY PAYMENTS

1. We will pay the following supplemental expenses subject to the Supplementary Payments Limits as set forth in
the Declarations Page for:
   a. Rectification expense – With respect to Coverage A only and subject to the rectification expense Limit of
      Liability stated in the Declarations, we agree to indemnify you, in excess of the self-insured retention for
      rectification expense shown on the Declarations page of this policy, against direct costs and expenses
      which are reasonable and necessary to rectify a negligent act, error or omission arising from professional
      services that otherwise would be subject to a claim under Coverage A of this policy, provided that:
         (1) The negligent act, error or omission is first discovered during the policy period and reported to us as
             soon as practicable during the policy period; and
         (2) Your professional services which result in the negligent act, error or omission are rendered on or after
             the rectification expense Retroactive Date shown on the Declarations page of this policy and prior to the
             end of the policy period; and
         (3) You present evidence to us, to our satisfaction, that the negligent act, error or omission would likely result
             in an eventual claim under Coverage A in the absence of your undertaking of the rectification expense; and
         (4) You provide prior written notice to us of the details of your proposed corrective actions and the estimated
             cost of those corrective actions as soon as practicable during the policy period; and
         (5) Prior to incurring any rectification expense, we consent in writing to such rectification expense. Such
             consent shall not be unreasonably withheld.
Under no event shall we be responsible for indemnifying you for rectification expense that are betterments
or that are a consequential damage such as cost overruns, project delay costs, additional debt service
expenses, or any loss of use damages associated with the negligent act, error or omission. In addition, we
will not indemnify you for rectification expense in connection with the salaries of your executive officers,
managers, supervisors or for any of your mark-up and profit you would otherwise charge in performing such
rectification work. Any payments made under this section shall be subject to the rectification expense self-
insured retention stated in the Declarations and a 20% co-insurance requirement, which will be your sole
responsibility. It is a condition of this coverage that the 20% coinsurance be borne by the insured at its own
risk and shall remain uninsured. The coinsurance shall apply concurrently as we make payments and is not
intended to apply after we have paid our 80% of the applicable rectification expense Limit. This coverage
shall be subject to the rectification expense Retroactive Date stated in the Declarations. Nothing contained
herein shall act as a waiver of your rights, nor shall we accept any liability for rectification expense without
our prior express written consent.

In the event that a claim is made arising out of the same negligent act, error or omission for which the Named Insured has previously undertaken rectification expense pursuant to the provisions of this section, we may, at our sole discretion, cease paying further rectification expense associated with such negligent act, error or omission. Any payments made by the Named Insured to satisfy the self-insured retention pursuant to this section concurrently reduce the deductible obligation of the Named Insured in the event an actual claim is made against Coverage A of this policy arising out of the same negligent act, error or omission for which the Named Insured has undertaken rectification expense under this section.

b. Corporate Reputation Rehabilitation – With respect to Coverages A and B and subject to the Corporate Reputation Rehabilitation Limit of Liability stated in the Declarations, we shall pay on behalf of the Named Insured, in excess of the deductible shown under Coverage A or B of the Declarations page, whichever applies, reasonable and necessary costs, charges, expenses and fees required to restore the corporate reputation of a client of the Named Insured that is damaged as a result of a covered claim under Coverages A or B and for which a claim has been made against the Named Insured for such damages. Subject to our approval, the Named Insured will select a public relations firm that meets certain certifications and qualifications at our sole discretion.

c. Crisis Management Expense - With respect to Coverage B only and subject to the Crisis Management Limit of Liability stated in the Declarations, we shall pay on behalf of the Named Insured, in excess of the deductible shown under Coverage B of the Declarations page, for reasonable and necessary costs, charges, expenses and fees in response to a covered claim under Coverage B of this policy for essential emergency travel expenses incurred by the Named Insured, rental of temporary staging, office or meeting space necessary to continue covered operations, and the temporary rental of equipment necessary to replace equipment damaged or destroyed by the covered claim.

d. ADA and FHA Defense Expense – With respect to Coverage A only and subject to the ADA and FHA Defense Expense Limit of Liability set forth in the Declarations, upon written request by you during the policy period or the Extended Reporting Period, if applicable, we shall select and retain counsel and pay counsel’s reasonable and necessary fees and expenses incurred when you respond to regulatory or administrative actions first brought against you during the policy period by a government agency under the Americans with Disabilities Act of 1990 (ADA) or the Fair Housing Act (FHA), and alleging a negligent act, error, or omission in the rendering of professional services by you or on your behalf, on or after the Retroactive Date shown on the Declarations Page, but before the end of the policy period.

2. We will pay, with respect to any claims or occurrences we investigate or settle, or any suit against an insured we defend:
   a. All expenses we incur.
   b. 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.
   c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or suit, including actual loss of earnings up to $500 a day because of time off from work.
   d. All costs taxed against the insured in the suit.
   e. 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.
   f. 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 for Coverages A and B.5 only.

3. 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 coverage for loss for which the insured has assumed the liability of the indemnitee in 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, or claim 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:

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(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.

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

IV. 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. Insured locations;
   c. Claims made or suits brought; or
   d. Persons or organizations making claims or bringing suits.

2. The Policy Aggregate Limit is the most we will pay for the sum of:
   a. All damages under Coverage A; and
   b. All emergency remediation costs, claims, cleanup costs, and loss because of bodily injury and property damage under Coverage B; and
   c. All related defense costs and Supplementary Payments paragraphs 2 and 3 incurred under Coverage A and Coverage B.5; and
   d. All expenses for rectification expense.

3. Subject to Paragraph 1., and Paragraph 2. above, the Each Occurrence Limit set forth on the Declarations is the most we will pay for the sum of:
   a. All emergency remediation costs, claims, cleanup costs and loss, under Coverage B; and
   b. All related defense costs and Supplementary Payments incurred under Coverage B.5 and, where applicable, B.6 as it relates to B.5, because of all bodily injury and property damage arising out of any one occurrence. For purposes of the limits of insurance only, a claim under Coverage B.3, B.5 and B.6 as it relates to B.5, is considered an occurrence.

4. Subject to Paragraph 1., Paragraph 2., and Paragraph 3. above, the Each Claims Limit set forth on the Declarations is the most we will pay for all damages, Supplementary Payments paragraphs 2 and 3., and rectification expense under Coverage A because of any one claim, including all related defense costs.

5. Any payment made for emergency remediation costs, cleanup costs, loss from bodily injury or property damage under Coverage B; related defense costs and Supplementary Payments paragraphs 2 and 3. under Coverage B.5 and B.6 as it relates to B.5; and for damages including related defense costs, Supplementary Payments paragraphs 2 and 3., and rectification expense under Coverage A shall concurrently reduce the Each Occurrence Limit under Coverages B and the Each Claim Limit under Coverages A and the Policy Aggregate Limit available under Coverages A and B. Our right and duty to defend ends under Coverage A and Coverage B when either the Each Occurrence Limit under Coverage B, or the Each Claim Limit under Coverage A, or the Policy Aggregate Limit have been exhausted. For purposes of the limits of insurance only, a claim under Coverage B.3, B.5, and B.6 as it relates to B.5 is considered an occurrence.

6. Subject to Paragraph 1., Paragraph 2., Paragraph 4., and Paragraph 5., the rectification expense limit of liability set forth in the Declarations page is the most we will pay under Supplementary Payments Section III 1.a. of the policy regardless of the amount of rectification expense paid during the policy period.

7. Subject to Paragraph 1., the Corporate Reputation Rehabilitation limit of liability set forth in the Declarations page
is the most we will pay under Supplementary Payments Section III 1.b. of the policy regardless of the amount of costs, charges, expenses and fees of Corporate Reputation Rehabilitation paid during the policy period.

8. Subject to Paragraph 1., the Crisis Management limit of liability set forth in the Declarations page is the most we will pay under Supplementary Payments Section III 1.c. of the policy regardless of the amount of costs, charges, expenses and fees of Crisis Management paid during the policy period.

9. Subject to Paragraph 1., the ADA and FHA Defense Expense limit of liability set forth in the Declarations page is the most we will pay under Supplemental Payments Section III 1.d. of the policy regardless of the number of negligent acts, errors or omissions.

10. Deductible
The deductible or self-insured retention amounts stated in the Declarations applies to all loss(es) because of bodily injury or property damage; emergency remediation costs; claim(s); suits; damages; cleanup costs; crisis management expense; corporate reputation rehabilitation expense; rectification expense; ADA and FHA defense expense; and related defense costs, arising out of any one occurrence, or any one claim. Our obligation under the policy to pay damages on your behalf applies only to the amount of damages in excess of any deductible or self-insured retention amounts stated in the Declarations and as applicable to each coverage part.

The terms of this insurance under all applicable coverages (Coverages A and B), including those with respect to:

a. Our right and duty to defend the insured against any suits seeking those damages; and

b. Your duties in the event of an occurrence, claim, or suit;

apply irrespective of the application of the deductible or self-insured retention amounts stated in the Declarations.

The Company may advance in its discretion payment of all or part of the deductible amounts stated In the Declarations, but not self-insured retention amounts. The insured must promptly reimburse the Company for any such deductible payments and the limits of insurance will be deemed to have been paid by the Company and the available limits reduced in a commensurate amount unless and until the reimbursement is made. Such reduction, however, does not relieve the insured of its obligation to repay such advanced amount and the Company continues to have the right to recover such amount from the insured. Once the payments are recovered in whole or in part, the limits of insurance shall be reinstated, but only as to that amount of the deductible that was repaid. The deductible shall be paid by the insured and is not to be insured unless the Company has given its prior consent in writing to the Named Insured.

If an insured does not repay any such advance, the deductible shall also become the obligation of the Named Insured.

11. Multiple Pollution Conditions or Claims
All continuous or related pollution conditions, microbial substances, occurrences, and/or negligent acts, errors, or omissions reported to the Company under a subsequent policy issued by the Company or its affiliates, providing substantially the same coverages as this policy, shall be deemed to have been first discovered and reported during this policy period and shall be subject to the same limit of insurance. All claims and reports of pollution conditions, microbial substances, occurrences, and/or negligent acts, errors, or omissions made during one or more policy periods issued by the Company or its affiliates, providing substantially the same coverages, resulting in damages, bodily injury or property damage, or in any combinations thereof, and arising out of the same, or continuous or related pollution conditions, microbial substances, occurrences, and/or negligent acts, errors, or omissions, shall be considered one pollution condition, microbial substance, occurrence, and/or negligent act, error, or omission and will be subject to the same Each Occurrence Limit or Each Claim Limit, rectification expense Limit, Corporate Reputation Rehabilitation Limit, Crisis Management Expense Limit, ADA and FHA Defense Expense Limit whichever applies, and one deductible and one policy aggregate limit. Such claims or reports of pollution conditions, microbial substances, occurrences, and/or negligent acts, errors or omissions shall be deemed first reported to the Company during the policy period in which the first such claim or report of a pollution condition, microbial substance, occurrence, and/or negligent act, error, or omission was reported to the Company or an affiliate and will be subject to the Each Occurrence Limit or Each Claim Limit, whichever applies, and deductible applicable to that policy period. Under Coverage B.1, B.2, B.3 and B.4, all continuous or related pollution conditions and/or microbial substances, shall be deemed to have occurred when the pollution condition and/or microbial substance, first occurred. For purposes of the limits of insurance only, a claim under Coverage B.3, B.5, and B.6 as it relates to B.5 is considered an occurrence and the preceding sentence for the purpose stated therein shall also apply to Coverage B.3 and B.5 and B.6 as it relates to B.5.

If you have liability insurance incepting prior to the inception date of this policy that would have provided pollution liability coverage for the bodily injury, property damage or pollution condition, in whole or in part, regardless as to whether those limits have been eroded, then this policy provides no coverage. If we provide coverage for the subject pollution condition and there remains a question as to whether the pollution condition first
occurred during this policy period, then the date of first commencement of the pollution condition shall be deemed to have occurred only on the inception date of the first policy we issued. All related pollution conditions shall be deemed to also have first occurred on that same date. No more than one policy issued by us will be applicable to the claim or the pollution condition or any bodily injury or property damage resulting from such pollution condition.

12. Two or More Coverage Forms or Policies Issued By Us.
If this coverage form and any other coverage form or policy issued to you by us or any company affiliated with us apply to the same pollution conditions, microbial substances, and/or occurrences, the aggregate maximum Limit of Insurance under all the coverage forms or policies shall not exceed the highest applicable Limit of Insurance under the first policy issued by us and for which there is coverage, subject to any erosion of the policy limits. This condition does not apply to any coverage form or policy issued by us or an affiliate company specifically to apply as excess insurance over this coverage form.

V. REPORTING, DEFENSE, SETTLEMENT & COOPERATION

1. Duties in the event of a Pollution Condition
An insured must see to it that we are notified in writing as soon as practicable after an insured first becomes aware of a pollution condition. The insured shall cooperate and assist us, upon our request and without charge, in the enforcement of any right against any person or organization which may be liable to the insured(s) because of cleanup, injury or damage to which this insurance may also apply. Notice shall include:

a. How, when and where the pollution condition took place;
b. The names and addresses of any injured persons and witnesses; and
c. The nature and location of any injury or damage arising out of the pollution condition.

Notice of a pollution condition is not notice of a claim or suit.

2. Duties in the event of an Occurrence, Claim or Suit

a. You must see to it that we are notified as soon as practicable of an occurrence or an alleged negligent act, error or omission, which may result in a claim or suit. To the extent possible, notice should include:

   (1) How, when and where the occurrence or an alleged negligent act, error or omission 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 an alleged negligent act, error or omission.

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

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

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

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 and without charge, in the enforcement of any right against any person or organization which may be liable to the insured because of damages, cleanup costs, bodily injury or property damage to which this insurance may also apply.

d. At the time you first become aware of an actual or alleged negligent act, error or omission to which this policy applies, if during the policy period you give us written notice containing the following:

   (1) Details of the actual or alleged negligent act, error or omission and the professional services rendered by you or on your behalf;
   (2) The specific nature of the damages which have been sustained; and
   (3) Details of how you first became aware of such actual or alleged negligent act, error or omission;

Then any claim that may subsequently be made against you arising out of such actual or alleged negligent act, error or omission shall be deemed to have been made on the date we first received written notice from you of the actual or alleged negligent act, error or omission. This also applies to actual or alleged negligent acts, errors or omissions first discovered by the Named Insured during the policy period and reported to us during the policy period under Supplementary Payments Section III 1.a. – rectification expense and 1.b. - Corporate Reputation Rehabilitation.

This actual or alleged negligent act, error or omission reporting provision shall terminate at the end of the policy period and shall not exist during the Automatic Extended Reporting Period or the Supplemental
3. Voluntary Payments

No insured will, except at that insured’s own cost, voluntarily make a payment, assume any obligation, or incur any expense without our written consent, except as set forth in COVERAGE B.6 – EMERGENCY REMEDIATION COSTS. In the event that the Named Insured incurs emergency remediation costs, the Named Insured shall provide notice to the Company within seven (7) days from the earlier of the first commencement of the pollution conditions for which the emergency remediation costs have been incurred or the expiration of the policy period.

Upon discovery of a pollution condition or incurring emergency remediation costs, the Named Insured shall make every attempt to mitigate any loss and comply with applicable environmental laws. The insured shall have the responsibility and duty to select, retain, and oversee contractors or consultants to perform any investigation and/or remediation of any pollution condition to which this insurance applies. Except in the event of incurring emergency remediation costs, the Named Insured must cooperate with the Company and receive our consent in writing of the selection and retention of qualified contractors or consultants.
4. **Defense, Settlement and Cooperation**

The Company shall have the right and the duty to assume the investigation, adjustment or defense of any claim or suit. **Defense costs** under Coverages A, and B.5 erode the applicable limits of insurance. **Defense costs** under Coverages B.1, B.2, B.3, B.4, and ADA and FHA Defense Expense do not erode the applicable limits of insurance. It is further agreed that the Company may make such investigation of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any damages or to defend or to continue to defend any claim or suit after the applicable limits of insurance have been exhausted by payment of rectification expense and/or damages under Coverage A; **loss, bodily injury, property damage, cleanup costs, or emergency remediation costs** under Coverage B; Supplementary Payments paragraphs 2. and 3. and **defense costs** under Coverages A, and B.5. We will have no duty to defend the insured against any claim or suit to which this policy does not apply. **Defense costs** shall be repaid to the Company by the insured in the event and to the extent that the insured shall not be entitled, under the terms and conditions of this policy, to payment of rectification expense or damages under Coverage A; **loss, bodily injury, property damage, cleanup costs or emergency remediation costs** under Coverage B; or related **defense costs** under Coverages A or B.5.

The insured shall cooperate with the Company and offer all reasonable assistance in the investigation of an occurrence, pollution condition, actual or alleged negligent act, error or omission or microbial substance and the defense of a claim or suit under the applicable coverages purchased. The Company may require that the insured submit to examination under oath, and attend hearings, depositions and trials. In the course of investigation or defense, the Company may require written statements or the insured's attendance at meetings with the Company. The insured must assist the Company in effecting settlement, securing and providing evidence and obtaining the attendance of witnesses. The insured agrees to provide appropriate personnel to assist our representatives during any inspection.

The insured shall further cooperate with the Company and do whatever is necessary to secure and affect any rights of indemnity, contribution, or apportionment which the insured may have.

In the event the insured is entitled by law to select independent counsel to defend it, the following shall apply:

a. The attorney fees and all other litigation expenses we must pay to that counsel are limited to the rates we would actually pay to counsel that we retain in the ordinary course of business in the defense of a similar claim or suit in the community where the claim or suit arose or is being defended; and

b. We may exercise the right to require that such counsel have certain minimum qualifications with respect to their competency, including experience in defending claims or suits similar to the one pending against the insured, and to require such counsel to have errors and omissions insurance coverage. With respect to any such counsel, the insured agrees that counsel will timely respond to our request for information regarding the claim or suit. The insured may at any time waive its right to select independent counsel.

If a settlement amount is acceptable to the claimant or claimants, and the Company recommends said settlement to the first Named Insured, the first Named Insured may elect to allow the settlement of the claim or suit as recommended, subject to all applicable policy terms including any deductible or self-insured retention provisions. Alternatively, the first Named Insured may elect not to allow such a settlement and continue to contest the claim or suit or continue any legal proceedings in connection with such claim or suit. However, if the first Named Insured elects to not settle and continues to contest the claim or suit or continue any legal proceedings in connection with such claim or suit, then the Company's liability for the claim or suit shall not exceed the amount for which the claim or suit could have been settled plus defense costs incurred up to the date of such refusal. Such amounts are subject to the limits of insurance and any deductible or self-insured retention provisions of the Policy. If the first Named Insured is not involved in the claim or suit, then any consent to settle by any insured or additional insured shall not be required and the Company shall have the full and absolute right to settle any claim or suit as set forth in the Insuring Agreements above.

**VI. POLICY CONDITIONS**

1. **Bankruptcy**

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

2. **Cancellation**

a. This policy may be cancelled by the first Named Insured shown in the Declarations or by endorsement by mailing or delivering written notice to us stating when the cancellation date shall be effective.

b. This policy may be cancelled by us for the following reasons:

   1. Non-payment of premium;
   2. Material misrepresentation or fraud by you;
   3. Material change in your covered operations or professional services, or the material change in the use or operation of an insured location(s) from the use contemplated in the application and/or supporting
materials which result in a materially increased likelihood of claims or pollution conditions without prejudice to other remedies; or

(4) The insured's failure to comply with the terms and conditions under this policy including the failure to pay any deductible amount when due;

By mailing to the first Named Insured, at the last known address, written notice of not less than ten (10) days if cancellation is for either reasons (1) or (2) above, or ninety (90) days if cancellation is for either reasons (3) or (4) above. Proof of mailing of notice shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall be the end of the policy period.

3. Changes
Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued by the Company to form a part of this policy.

4. Choice of Law
The insured and the Company agree that all matters or disputes arising hereunder, including any questions relating to the validity, interpretation, performance, and enforcement of this policy, the meaning, interpretation or operation of any term, condition, definition or provision, or the fulfillment of any party of any obligation with respect to the policy, shall be determined in accordance with the law and practices of the State of New York without giving effect to New York conflict of law principles.

5. Choice of Forum
The insured and the Company agree that in the event a dispute arises under the policy relating to the validity, interpretation, performance, and enforcement of the policy, the meaning, interpretation or operation of any term, condition, definition or provision, or the fulfillment of any party of any obligation with respect to the policy, all litigation shall take place in the State of New York, and that all parties shall submit to the jurisdiction of any court of competent jurisdiction within the State of New York, including federal courts, and will comply with all the requirements necessary to give such court jurisdiction. In the event of arbitration or other forms of dispute resolution, such resolution shall take place in the State of New York. Nothing in this clause constitutes or should be understood to constitute a waiver of the Company's rights to remove an action to a United States District Court.

6. Headings
The descriptions in the headings of this policy are solely for convenience and form no part of the policy terms and conditions.

7. Inspection and Survey
With reasonable notice to the insured, we shall be permitted, but not obligated, to inspect the insured's property and/or operations. Neither our right to make inspections or any report thereon, shall constitute an undertaking, on behalf of or for the benefit of you or others, to determine or warrant that such property or operations are safe or in compliance with environmental law, or any other law.

8. Legal Action Against Us
No person or organization has a right under this policy:

a. To join us as a party or otherwise bring us into a suit asking for damages from an insured; or

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

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative. For purposes of this condition, a consent judgment, stipulated judgment, agreed judgment, consent decree or consent order reached without our written agreement is neither an agreed settlement nor a final judgment.

9. Limitation of Damages
Our damages for extra-contractual liability, bad faith, or similar damages under this policy are limited to one (1) times the relevant policy limit applicable to the underlying matter.

10. Other Insurance
If other valid and collectible insurance is available to the insured covering claim(s), damages, bodily injury, property damage, emergency remediation costs, cleanup costs, rectification expense, defense costs or Supplementary Payments also covered by this policy, other than a policy that is specifically written to apply in excess of this policy, the insurance afforded by this policy shall apply in excess of and shall not contribute with such other insurance as to defense and/or indemnity. The insured shall promptly, upon the request of the Company, provide the Company with copies of all such policies or documentation.
With respect to Coverage B.1, B.3 and Coverage B.4 only, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured as defined in Definition 17.i. of this policy provided that:

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

11. Premium Payment
The first Named Insured shown in the Declarations is responsible for the payment of all deductibles, self-insured retentions, coinsurance and premiums due and will be the payee for any returned premiums we pay.

12. 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.

13. Separation of Insureds
Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each insured where the only insured; and
b. Separately to each insured against whom a claim is made or suit is brought.

14. Sole Agent
The Named Insured shown in the Declarations shall act on behalf of, and serve as the sole agent for all insureds with respect to the return or payment of any premiums or retained amounts, the issuance by the Company of the policy, the receipt or acceptance of any endorsements issued to form a part of the policy or the receiving of any notices from the Company required by this policy.

15. Transfer of Policy
This policy shall be void if assigned or transferred without our written consent.

16. Subrogation
In the event of any payment under this policy by the Company, the Company shall be subrogated to all of the rights of recovery against any person or organization, and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing to prejudice such rights.

Any recovery as a result of subrogation proceedings arising out of the payment of loss or damages covered under this policy shall accrue first to the insured to the extent of any payments in excess of the limit of coverage; then to the Company to the extent of its payment under the policy; and then to the insured to the extent of its deductible or self-insured retention. Expenses incurred in such subrogation proceedings shall be apportioned among the interested parties in the recovery in the proportion that each interested party’s share in the recovery bears to the total recovery.

With respect to Coverages B.1, B.3 and B.4 only, we waive any right of recovery we may have against the additional insureds as defined pursuant to Definition 17.i. of this policy because of payments we make for loss from bodily injury or property damage caused by covered operations or completed operations of the covered operations, performed for those additional insureds, but only to the extent required by written contract, executed prior to the loss, between you and the additional insured.

VII. EXTENDED REPORTING PERIOD – COVERAGES A, B.3 AND B.5 ONLY

1. We will provide one or more Extended Reporting Periods, as described below, if:

   a. This policy is canceled or not renewed; or
   b. We renew or replace the coverage provided under Coverage A., B.3 or B.5 of this policy with insurance that:

      (1) Has a retroactive date later than the date shown in the Declarations; or
      (2) Does not apply on a claims-made basis.

2. Extended Reporting Periods do not extend the policy period, change the scope of coverage provided or reinstate or increase the Limits of Insurance. The Extended Reporting Periods apply only to claims made during the policy period resulting from actual or alleged negligent acts, errors or omissions in the performance of professional services, or to a claim made by a third party for cleanup costs or loss from bodily injury or property damage which arises from a pollution condition on, at, under or migrating from an insured location or a non-owned disposal site(s), or to cleanup costs which arise from a pollution condition on, at under or migrating from an insured location which is first discovered during the policy period. The actual or alleged negligent acts, errors or omissions under Coverage A must take place on or after the retroactive date and before the end of the policy period.
period. The pollution condition under Coverage B.3 and B.5 must first commence on or after the retroactive date and before the end of the policy period. Once in effect, Extended Reporting Periods may not be cancelled.

3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for sixty (60) days with respect to claims first made against you, or to pollution conditions first discovered by you, during the policy period and reported to us in writing during the policy period or extended reporting period. The Basic Extended Reporting Period does not apply to claims or pollution conditions that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims or pollution conditions.

4. A Supplemental Extended Reporting Period of up to thirty-six (36) months is available with respect to claims first made against you, or to pollution conditions first discovered by you during the policy period and reported to us in writing during the policy period, basic extended reporting period or the supplemental extended reporting period, if purchased, but only by endorsement to this policy and payment of an additional premium charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in Paragraph 3. above, ends.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

a. The exposures insured;
b. Previous types and amounts of insurance; 
c. Limits of Insurance available under this policy for future payment of damages;
d. Other related factors.

The additional premium will not exceed 200% of the annual premium for this policy.

The Extended Reporting Period endorsement shall set forth the terms, not inconsistent with this section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

VIII. DEFINITIONS

1. 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 in the state where it is licensed or principally garaged.

2. Bacteria mean any type or form of bacteria and any materials or substances that are produced or released by bacteria.

3. Bodily Injury means:
   a. Physical injury, sickness or disease, sustained by any person, and solely with respect to 3.a. the monitoring of medical conditions or death resulting from any of these; and
   b. Mental anguish or emotional distress sustained by any person.

4. Carrier means any person or entity, other than the Named Insured or a subsidiary or an affiliated company of the Named Insured, engaged by or on behalf of the Named Insured, and in the business of and properly licensed to transport your products, materials or waste for hire by auto, aircraft, watercraft or rolling stock.

5. Certified Industrial Hygienist means a licensed professional currently certified per the requirements as established by the American Board of Industrial Hygiene mutually agreed upon by the Company and the Named Insured and who has experience in the investigation, assessment and remediation of microbial substances.

6. Claim means the written assertion of a legal right to money or services received by an insured from a third party, including but not limited to lawsuits or civil actions alleging liability or responsibility on the part of the insured for damages, loss, cleanup costs, bodily Injury and/or property damage.

7. Cleanup Costs mean:
   a. The reasonable and necessary expenses incurred for the investigation, monitoring, testing, removal, abatement, containment, treatment, detoxifying, neutralization, encapsulation or disposal of pollution conditions to the extent required by applicable federal, state or local governmental law, rule, regulation or order under which the insured has or may have a legal obligation; and
   b. With respect to microbial substances coverage provided under Coverage B.4, if purchased, in the absence of any applicable laws established pursuant to a. above, to the extent recommended in writing by an
environmental professional retained with our prior written consent or as required by court; and

c. Restoration Costs; and
d. Emergency remediation costs; and
e. Civil fines, civil penalties and assessments resulting directly from pollution conditions otherwise covered under Coverages A or B.

8. Completed Operations mean covered operations that have been completed. Covered operations will be deemed completed at the earliest of the following:
   a. When all of the work in your contract has been completed; or
   b. When all of the work to be done by you at the job site has been completed, if your contract calls for work at more than one job site; or
   c. When that part of your work done at the 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.
   d. Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed operations.

9. Coverage Territory means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada; and
   b. All other parts of the world if the insured's responsibility to pay damages is determined in a suit on the merits, in any court of competent jurisdiction within the territory described in a. above or in a settlement we agree to. However, whenever coverage provided by this policy would be in violation of U.S. export controls or trade sanctions, such coverage is null and void and will be deemed not to be within the coverage territory.

10. Covered Operations mean those activities performed for a third party by you or on your behalf at a site not owned or leased by you. Covered operations do not include completed operations.

11. Damages mean a monetary judgment, award or settlement of compensatory damages resulting from an actual or alleged negligent act, error or omission in the performance of professional services. Damages do not include injunctive or equitable relief; the reduction, return or withdrawal of fees, charges or profit for services rendered; or the costs or expenses incurred by the insured to redesign, redo or correct the Named Insured's work, except as provided for under Supplementary Payments Section III. a. – rectification expense.

12. Defense Costs mean any reasonable and necessary fees charged by an attorney designated by the Company, and where the insured has the legal right to select independent counsel, the rates we would actually pay to counsel that we retain in the ordinary course of business in the defense of a similar claim or suit in the community where the claim or suit arose or is being defended, as well as other reasonable and necessary costs, including expert witnesses and court reporters, in connection with the investigation, adjustment, settlement, defense or appeal of a claim or suit. It does not include the salaries of our regular employees or supervisory counsel retained by us, or any cost or expense incurred by the insured in assisting in the investigation or defense of the claim or suit.

13. Emergency Remediation Costs mean those reasonable and necessary costs, charges, and expenses which qualify as cleanup costs incurred by or on behalf of the Named Insured to take emergency action in response to a pollution condition within seven (7) days of the first commencement of the pollution condition. Such emergency remediation costs must be essential and necessary to contain, control or mitigate a pollution condition that is an imminent and substantial endangerment or threat to the public, human health, or the environment defined by the regulating agencies and environmental laws that require immediate response. Emergency remediation costs do not include the salaries of any directors, officers or supervisors of any insured or any profit element of any insured.

14. Environmental Professional means a person designated by us, or by you with our prior written consent, who is certified or licensed as a Certified Industrial Hygienist (CIH) by the American Board of Industrial Hygiene, a Professional Engineer (P.E.), a Professional Geologist (P.G.) or other certified or licensed professional with the applicable state environmental regulatory agency. We may require that certain minimum professional criteria be met, including a demonstration that the individual has experience with similar projects as the one involving cleanup costs covered under this policy, and the maintenance of adequate errors and omissions insurance.

15. Fungi/Fungus means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi, but does not include any fungi intended by the insured for consumption.

16. Green Building Materials mean any building products or construction materials that are recognized by the Leadership in Energy and Environmental Design (LEED) or Energy Star as: (a) being environmentally preferable or sustainable; or (b) providing enhanced energy efficiency that are required to bring existing real property into compliance with applicable and enforceable codes, laws or regulations. Green Building Materials shall be
installed by qualified green contractors. **Green Building Materials** do not include any costs arising out of the use of **Green Building Materials**, including but not limited to delay costs.

17. **Insured** means:
   a. You;
   b. Any additional insured specifically endorsed onto this policy;
   c. Your current or former partner, executive officer, director, or trustee solely while acting within the scope of his or her duties as such;
   d. The heirs, executors, administrators, and the legal representatives of each insured as defined in a. and c. above in the event of death, incapacity or bankruptcy, but only with respect to liability arising out of your **covered operations** and/or **professional services** rendered on behalf of the insured prior to death, incapacity or bankruptcy.
   e. Your employees solely while acting within the scope of their employment by you or while performing duties related to the conduct of your business;
   f. Your retired partner, executive officer, director, or employee while acting within the scope of his or her duties as a consultant on your behalf;
   g. Any person who is a leased worker performing **covered operations** and/or **professional services** under your supervision or on your behalf;
   h. You, with regard to your participation in a joint venture, but solely for your liability for the performance of **covered operations** and/or **professional services** under the respective joint venture;
   i. Solely with respect to Coverages B.1, B.3 and B.4 your clients, or other entities, provided a written contract or agreement is in effect between you and your client prior to the **loss** specifically requiring that your client and the other entities be added as additional insured(s). Your clients and other required entities are covered under this policy as additional insured(s) only with respect to liability for **bodily injury** or **property damage** directly caused by your negligence or the negligence of those acting on your behalf in the performance of **covered operations** and **completed operations** of the **covered operations** and only for Limits of Liability up to and not exceeding the amount required by the written contract or agreement and subject to the Limits of Liability of this policy;
   j. Any entity newly formed or acquired by the **Named Insured** during the **policy period** in which the **Named Insured** has more than a 50% legal interest and over which the **Named Insured** exercises management or financial control and has agreed to provide insurance for such entity. However, coverage will only be provided for **claims** arising out of **professional services** or **covered operations** performed on or after the date of incorporation or acquisition and the coverage will expire in 90 days from the date of incorporation or acquisition or the end of the **policy period**, whichever is earlier, unless the **Named Insured** provides written details of such newly formed or acquired entity to us and pays the additional premium requested by us, if any.

18. **Insured Contract** means any contract or agreement in writing for the performance of your **covered operations** whereby the **Named Insured** assumes the tort liability of another party to pay for **loss** from **bodily injury** or **property damage** to a third person, firm or organization caused by **pollution conditions**. **Tort liability** means a liability that would be imposed by law in the absence of any contract or agreement.

19. **Insured Location** means a location in the **coverage territory** owned, rented, leased or occupied by the **Named Insured** during the **policy period** and scheduled to this policy for coverage under **COVERAGE B.5 – NAMED INSURED’S LOCATIONS** if selected on the Declarations page.

20. **Loading or Unloading** means the handling of property, material or waste:
   a. After it is moved from the place where it is accepted for movement into or onto an **auto**, aircraft, watercraft or rolling stock; or
   b. While it is in or on an **auto**, aircraft, watercraft or rolling stock; or
   c. While it is being moved from an **auto**, aircraft, watercraft, or rolling stock to the place where it is finally delivered.

21. **Loss** means a monetary judgment, award, or settlement of compensatory damages and punitive or exemplary damages, where such coverage is allowed by law, because of **bodily injury** and/or **property damage**.

22. **Microbial Substance** means any substance that reproduces through release of spores or the splitting of its own cell, including but not limited to mold, mildew, spores, **fungi**, **bacteria** and Legionella Pnuemophila whether or not the **microbial substance** is living. **Microbial substances** do not include viruses.

23. **Named Insured** means the person, individual, partnership, corporation or entity listed in the Declarations or expressly added as a **Named Insured** by endorsement. The person, individual, partnership, corporation or entity listed in the Declarations shall be considered the first **Named Insured**.

24. **Natural Resource Damage** means the physical injury to, destruction of, or the assessment of physical injury or destruction, including the resulting loss of value of land, fish, wildlife, biota, air, water, groundwater, drinking water
supplies, and other such resources belonging to, managed by, held in trust by, pertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act 16 U.S.C.1801 et seq.), any State, Local, Provincial, foreign government, or Native American tribe, or, if such resources are subject to a trust restriction on alienation, any member of a Native American tribe.

25. **Non-Owned Disposal Site** means any waste treatment, waste storage or waste disposal facilities, which are utilized by or on behalf of the **Named Insured** for waste generated from an **insured location** or from your **covered operations**, provided that as of the date that the waste was delivered to the waste treatment, waste storage or waste disposal facility, the facility(ies):
   a. Are within the United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. Are not owned, operated or managed by the **insured** or any subsidiary or affiliate of the **insured**;
   c. Are properly licensed to accept such waste for treatment, storage or disposal; and
   d. Are not listed or proposed for listing on the federal national priorities list, state equivalent or local equivalent list.

26. **Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions that is unexpected and unintended from the standpoint of a reasonable person.

27. **Policy Period** means the period of time stated in the Declarations, or any shorter period arising as a result of cancellation.

28. **Pollutants** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, lead, asbestos, silica, silt, sediment, hazardous substances, hazardous materials, electromagnetic fields, low level radioactive material, medical, infectious and pathologic waste and waste materials. Waste includes materials to be recycled, reconditioned or reclaimed. For purposes of Coverage B.4 only, **pollutants** mean **microbial substances**.

29. **Pollution Condition(s)** means the discharge, dispersal, release, seepage, migration, growth or escape of **pollutants** into or upon land, any structure on land, the atmosphere or any watercourse or body of water, including groundwater.

30. **Professional Services** mean those **professional services** performed by you or on your behalf, that are related to your practice as an engineer, technical consultant, architect, industrial hygienist, construction manager, LEED accredited professional, certified professional geologist, geophysicist, land surveyor, environmental consultant, material tester, interior designer, landscape designer, program management, project management, owner's representation, property management, contract administration as part of design, any delegated design responsibility or design assist services, including but not limited to constructability reviews, value input or value engineering.

**Professional services** shall also include liability imposed by law in connection with the creation, maintenance, use, modification, alteration, transfer, protection, manipulation, or input into any building information modeling (BIM) design assist system or program.

**Professional services** also include ordinary technology services provided for others in the course of performing the **professional services** described above. Such technology services include website design, website development, website programming, database design, database management, design and development of computer software programs, analysis, training, use, hosting, support and maintenance of any software, database, internet service or website.

31. **Property Damage** means:
   a. Physical injury to tangible property, including 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;
   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;
   c. **Cleanup Costs**;
   d. **Natural Resource Damage**; or
   e. Diminution in value of third party property.

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.

32. **Rectification expense** means direct costs and expenses that we deem reasonable and necessary to:
   a. Rectify a negligent act, error or omission arising from **professional services**; and
b. Prevent **bodily injury, property damage** or other **damages** that would result in a **claim** under Coverage A if rectification measures are not performed; and

c. Reduce the potential for a **claim** for **damages** by a party for whom the **Named Insured** performed **professional services**.

**Rectification expense** does not include costs for improvements or betterments or costs that are consequential damages such as cost overruns, project delay costs, additional debt service expenses, or any loss of use damages associated with the negligent act, error or omission. **Rectification expense** also does not include the salaries of your executive officers, managers, supervisors or any of your mark-up and profit you would otherwise charge in performing such rectification work.

33. **Responsible Insured** means your current and former directors, officers, principals, partners, managers, insurance and risk managers, all facility managers, and those persons responsible for the environmental, health, safety or legal affairs of the **Named Insured**.

34. **Restoration Costs** mean the reasonable and necessary costs incurred by the **insured** to restore or repair real or personal property of third parties to substantially the same condition it was in prior to being damaged during work performed in the course of conducting **cleanup costs** resulting from a **loss** under this policy. These costs shall not exceed the actual cash value of the real or personal property, prior to the **pollution conditions** that resulted in a **loss**. **Restoration Costs** includes the cost of **Green Building Materials**, if legally required to bring existing real property into compliance with applicable and enforceable codes, laws or regulations, but only to the extent specifically required.

**Restoration costs** do not include costs for improvements or betterments and shall not include any additional costs to bring the existing real or personal property into compliance with any code, law or regulation that was not applicable and or enforced against the real or personal property before it was damaged, except for the cost of **Green Building Materials** as accepted in the paragraph above.

35. **Suit** means a civil proceeding in which **bodily injury** and or **property damage** resulting from **pollution conditions** caused by **covered operations** are alleged, or **damages** caused by **professional services** are alleged, to which this insurance applies. **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 resolutions proceeding in which such damages are claimed and to which the **insured** submits with our consent.

36. **Transportation** means the movement of **your products**, materials or waste by **auto**, aircraft, watercraft or rolling stock including the **loading** and **unloading** of **your products**, materials or wastes.

37. **Underground storage tank** means any tank with associated piping and equipment connected thereto which has more than ten (10) percent of its volume below ground. **Underground storage tank** does not include septic tanks, sump pumps, oil/water separators, or storm-water collection systems.

38. **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.