



GREAT AMERICAN E & S INSURANCE COMPANY
PREMISES ENVIRONMENTAL LIABILITY INSURANCE

THIS POLICY CONTAINS SOME CLAIMS-MADE AND REPORTED COVERAGES. READ IT CAREFULLY.

SOME OF THE COVERAGES CONTAINED WITHIN THIS POLICY REQUIRE THAT A CLAIM BE MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD OR, IF APPLICABLE, THE EXTENDED REPORTING PERIOD.

SOME OF THE PROVISIONS CONTAINED IN THIS POLICY RESTRICT COVERAGE, SPECIFY WHAT IS AND IS NOT COVERED AND DESIGNATE RIGHTS AND DUTIES. LEGAL EXPENSE IS SUBJECT TO AND WILL ERODE THE LIMIT OF LIABILITY AND ANY APPLICABLE SELF-INSURED RETENTION.

In this Policy, "the Company" refers to the company providing this insurance. Some other words and phrases that appear in capital letters have special meaning. Refer to Section II – DEFINITIONS.

In consideration of the payment of the Policy Premium and in reliance upon the statements contained in the Application and any other supplemental materials and information submitted in connection with the Application, and subject to all the terms, conditions, exclusions and limitations of this Policy, the Company agrees to provide insurance coverage to the INSURED as described herein:

SECTION I. INSURING AGREEMENTS

EACH OF THE FOLLOWING COVERAGES IS IN EFFECT ONLY IF LIMITS OF LIABILITY ARE INDICATED FOR SUCH COVERAGE IN THE DECLARATIONS. EACH COVERAGE THAT IS IN EFFECT IS SUBJECT TO SECTION VI. LIMIT OF LIABILITY AND SELF-INSURED RETENTION.

A. COVERAGE A – POLLUTION LEGAL LIABILITY

The Company will pay on behalf of the INSURED for LOSS and related LEGAL EXPENSE because of a POLLUTION CONDITION on, at, under, or migrating from a COVERED LOCATION, which the INSURED becomes legally obligated to pay as a result of a CLAIM first made against the INSURED during the POLICY PERIOD, but only if the INSURED reports the CLAIM to the Company, in writing, during the POLICY PERIOD or, if applicable, the EXTENDED REPORTING PERIOD.

B. COVERAGE B – ON-SITE AND OFF-SITE CLEAN-UP COSTS

The Company will pay on behalf of the INSURED for CLEAN-UP COSTS and related LEGAL EXPENSE because of a POLLUTION CONDITION on, at, under, or migrating from a COVERED LOCATION:

1. which the INSURED becomes legally obligated to pay as a result of a CLAIM first made against the INSURED during the POLICY PERIOD; or
2. if such POLLUTION CONDITION is first discovered by the INSURED during the POLICY PERIOD,

but only if the INSURED notifies the Company of the CLAIM or POLLUTION CONDITION, in writing, during the POLICY PERIOD or, if applicable, the EXTENDED REPORTING PERIOD.

C. COVERAGE C – OCCURRENCE CONTRACTING SERVICES POLLUTION LIABILITY

The Company will pay on behalf of the INSURED for LOSS, CLEAN-UP COSTS, and related LEGAL EXPENSE because of a POLLUTION CONDITION arising from CONTRACTING SERVICES:

1. which the INSURED becomes legally obligated to pay as a result of a CLAIM because of BODILY INJURY, PROPERTY DAMAGE, or ENVIRONMENTAL DAMAGE that occurs during the POLICY PERIOD; or
2. if, during the POLICY PERIOD:
 - (a) the POLLUTION CONDITION first begins;
 - (b) the INSURED first discovers the POLLUTION CONDITION; and
 - (c) the INSURED first reports the POLLUTION CONDITION to the Company, in writing.

D. COVERAGE D – NON-OWNED DISPOSAL SITE

The Company will pay on behalf of the INSURED for LOSS, CLEAN-UP COSTS, and related LEGAL EXPENSE because of a POLLUTION CONDITION on, at, under, or migrating from a NON-OWNED DISPOSAL SITE, which the INSURED becomes legally obligated to pay as a result of a CLAIM first made against the INSURED during the POLICY PERIOD, but only if the INSURED reports the CLAIM to the Company, in writing, during the POLICY PERIOD or, if applicable, the EXTENDED REPORTING PERIOD.

E. COVERAGE E – OCCURRENCE IN-BOUND AND OUT-BOUND CONTINGENT TRANSPORTATION COVERAGE

The Company will pay on behalf of the INSURED for LOSS, CLEAN-UP COSTS, and related LEGAL EXPENSE because of a POLLUTION CONDITION arising from the INSURED's goods, products, or waste, during the course of their transportation by a CARRIER to or from a:

1. JOB SITE; or
2. COVERED LOCATION,

including any loading or unloading of such goods, products, or waste, which the INSURED becomes legally obligated to pay as a result of a CLAIM because of BODILY INJURY, PROPERTY DAMAGE, or ENVIRONMENTAL DAMAGE that occurs during the POLICY PERIOD.

F. COVERAGE F – ON-SITE CLEAN-UP COSTS FOR BIOLOGICAL HAZARDS

The Company will pay on behalf of the INSURED for CLEAN-UP COSTS because of a POLLUTION CONDITION on, at, or within any building or structure at a COVERED LOCATION, but only if:

1. such POLLUTION CONDITION is first discovered by the INSURED during the POLICY PERIOD; and
2. the INSURED notifies the Company of such POLLUTION CONDITION, in writing, during the POLICY PERIOD.

G. COVERAGE G – BUSINESS INTERRUPTION OR CONTINGENT BUSINESS INTERRUPTION

The Company will pay the INSURED's BUSINESS INTERRUPTION OR CONTINGENT BUSINESS INTERRUPTION LOSS and EXTRA EXPENSE because of an INTERRUPTION at a COVERED LOCATION, but only if:

1. the INTERRUPTION first commences during the POLICY PERIOD and:
 - (a) is caused directly by a POLLUTION CONDITION on, at, under, or migrating from such COVERED LOCATION; or
 - (b) is required by a government entity and is caused solely by a POLLUTION CONDITION that:
 - (i) first commences at a location that is not a COVERED LOCATION or otherwise owned, operated, used, maintained, leased, or controlled by the INSURED; and
 - (ii) poses an imminent threat to persons or property at such COVERED LOCATION;

2. the POLLUTION CONDITION identified in Item 1. above is first discovered during the POLICY PERIOD and is otherwise covered by this Policy;
3. all construction and construction-related activities, including but not limited to geo-technical investigation, demolition, soil excavation, site preparation, site grading, de-watering, and utility work have been completed and such COVERED LOCATION has been put to its intended use; and
4. the INSURED reports the INTERRUPTION to the Company, in writing, as soon as practicable, but under no circumstances later than seven (7) days after the end of the DEDUCTIBLE PERIOD.

If an INTERRUPTION is because of a POLLUTION CONDITION and any other cause, the Company shall only pay for that portion of BUSINESS INTERRUPTION OR CONTINGENT BUSINESS INTERRUPTION LOSS and EXTRA EXPENSE that is solely because of such POLLUTION CONDITION.

The Company's liability for BUSINESS INTERRUPTION OR CONTINGENT BUSINESS INTERRUPTION LOSS and EXTRA EXPENSE will end on the earliest of:

- (a) the date the POLLUTION CONDITION that caused the INTERRUPTION has been remediated to the extent that the INSURED may reasonably resume its normal operations;
- (b) the date the INSURED may reasonably resume its normal operations at the COVERED LOCATION;
- (c) the date the INSURED should have resumed its normal operations at the COVERED LOCATION had it used reasonable skill, speed, and effort to do so;
- (d) the date the INSURED may reasonably resume its normal operations at a new facility; or
- (e) the date the government entity allows the INSURED to resume its normal operations.

SECTION II. DEFINITIONS

- A. **ADDITIONAL INSURED** means any person, organization, or entity identified as an ADDITIONAL INSURED in an endorsement issued by the Company, but solely for its liability arising out of the FIRST NAMED INSURED's or any ADDITIONAL NAMED INSURED's ownership, maintenance, use, or operation of a COVERED LOCATION. Coverage shall only be afforded for such identified person, organization, or entity if it is named in a lawsuit, petition or regulatory action as a co-defendant with the FIRST NAMED INSURED or any ADDITIONAL NAMED INSURED alleging that it is liable as a result of the FIRST NAMED INSURED's or any ADDITIONAL NAMED INSURED's ownership, maintenance, use, or operation of a COVERED LOCATION. No coverage will be provided under this Policy for any such identified person's, organization's, or entity's own negligence or strict liability.
- B. **ADDITIONAL NAMED INSURED** means any person, organization, or entity identified as an ADDITIONAL NAMED INSURED in an endorsement issued by the Company.
- C. **AUTOMOBILE** means a land motor vehicle, trailer, semi-trailer, mobile equipment, or off-road motor vehicle, including any machinery or apparatus attached thereto.
- D. **BIOLOGICAL HAZARDS** mean human blood or human bodily fluids.
- E. **BODILY INJURY** means:
 1. physical injury, sickness, disease, or building-related illness sustained by any person, including death resulting therefrom and, solely with regard to this Item E.1., any accompanying medical or environmental monitoring;
 2. court-ordered medical monitoring; or
 3. mental anguish, emotional distress, or shock,
 caused by a POLLUTION CONDITION.

F. BUSINESS INTERRUPTION OR CONTINGENT BUSINESS INTERRUPTION LOSS means:

1. the net profit or loss, before income taxes, the INSURED would have realized had there been no INTERRUPTION at the COVERED LOCATION;
2. the continuing normal operating expenses, at such COVERED LOCATION, incurred by the INSURED including the payroll expense for employees of the INSURED with the exception of the INSURED's officers, directors, executives and contract employees;
3. rental income from tenant occupancy of such COVERED LOCATION, but only if the rental income is pursuant to a lease signed and dated prior to the date the INTERRUPTION first began; and
4. the total amount of charges that are the legal obligation of the tenant(s) as indicated in Item 3. above pursuant to its lease with the INSURED and that would otherwise be the INSURED's obligation.

G. CARRIER means a person or entity, other than an INSURED or any subsidiary or affiliate company of an INSURED, engaged by or on behalf of the INSURED to transport material by AUTOMOBILE, aircraft, watercraft, or rolling stock, but only if such person or entity is properly licensed to transport such material and in the business of transporting such material.

H. CLAIM means a demand, notice, or assertion of a legal right alleging liability or responsibility on the part of the INSURED because of a POLLUTION CONDITION, including but not limited to lawsuits, orders, petitions, or governmental or regulatory actions filed against the INSURED.

I. CLEAN-UP COSTS mean:

1. with regard to Coverages B, C, D, and E, the reasonable and necessary expenses incurred to investigate, remove, dispose of, abate, contain, treat, or neutralize a POLLUTION CONDITION, including any associated monitoring and testing costs:
 - (a) to the extent required by federal, state, local, or provincial laws, including but not limited to statutes, rules, ordinances, guidance documents, regulations and all amendments thereto, including state voluntary cleanup or risk based corrective action guidance, governing the liability or responsibilities of the INSURED; or
 - (b) in the absence of the items in (a) above, to the extent recommended by an ENVIRONMENTAL PROFESSIONAL.
2. solely with regard to Coverage F, the reasonable and necessary expenses incurred to remove, dispose of, contain, treat, or neutralize BIOLOGICAL HAZARDS, including any associated monitoring and testing costs. However, CLEAN-UP COSTS under Coverage F shall not include any costs or fees arising from, related to, or associated with: (i) the removal or disposal of any human remains; or (ii) any EMT, ambulance service, fire department, medical examiner or law enforcement agency.

CLEAN-UP COSTS include REPLACEMENT COSTS, EMERGENCY RESPONSE COSTS, and also include any associated punitive, exemplary, or multiplied damages, where insurable by law.

J. CONTRACTING SERVICES mean any contracting services stated in the Declarations or scheduled as such onto this Policy by an endorsement issued by the Company, performed by the INSURED at a JOB SITE.

K. COVERED LOCATION means any location stated in the Declarations or any location scheduled as such onto this Policy by an endorsement issued by the Company. COVERED LOCATION does not include any JOB SITE.

L. DEDUCTIBLE PERIOD means the length of time shown in Item 3.G. of the Declarations, as of the date the INTERRUPTION first commences, for which BUSINESS INTERRUPTION OR CONTINGENT BUSINESS INTERRUPTION LOSS and EXTRA EXPENSE is to be borne by an INSURED.

- M. EMERGENCY RESPONSE COSTS** mean costs, charges, or expenses incurred by the INSURED on an emergency basis, where delay on the part of the INSURED would cause injury to persons or damage to property or increase significantly the cost of responding to a POLLUTION CONDITION. The INSURED shall notify the Company of all such expenses immediately after the emergency ends.
- N. ENVIRONMENTAL DAMAGE** means physical injury to soil, surface water, or groundwater arising from a POLLUTION CONDITION and resulting in CLEAN-UP COSTS. ENVIRONMENTAL DAMAGE does not include PROPERTY DAMAGE.
- O. ENVIRONMENTAL PROFESSIONAL** means an individual designated by the Company who is duly certified or licensed in a recognized field of environmental science as required by a state board, a professional association, or both. The Company shall consult with the FIRST NAMED INSURED in conjunction with the selection of the ENVIRONMENTAL PROFESSIONAL. The Company may require that such professional meet certain minimum qualifications and maintain errors and omissions insurance.
- P. EXTENDED REPORTING PERIOD** means the Automatic Extended Reporting Period or, if applicable, the Optional Extended Reporting Period described in Section V. of this Policy.
- Q. EXTRA EXPENSE** means costs incurred by the INSURED that are necessary to avoid or mitigate an INTERRUPTION at a COVERED LOCATION, but only if such costs reduce BUSINESS INTERRUPTION OR CONTINGENT BUSINESS INTERRUPTION LOSS otherwise covered by this Policy.
- R. FIRST NAMED INSURED** means the person or entity stated in Item 1. of the Declarations.
- S. 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.
- T. INSURED** means:
1. the FIRST NAMED INSURED;
 2. any ADDITIONAL NAMED INSURED added to this Policy by an endorsement issued by the Company;
 3. any present or former director, officer, partner, member, employee, leased or temporary worker of the FIRST NAMED INSURED or any ADDITIONAL NAMED INSURED, while acting within the scope of his/her duties as such;
 4. except with regard to Coverages C and E, any organization or entity, in existence at any time prior to the termination of the POLICY PERIOD, in which the FIRST NAMED INSURED has: (a) an ownership interest of fifty percent (50%) or more; or (b) control over the management thereof;
 5. any ADDITIONAL INSURED added to this Policy by an endorsement issued by the Company; and
 6. only when required by written contract, any mortgagee of a COVERED LOCATION, provided that such contract was signed by the INSURED and such mortgagee prior to the date the POLLUTION CONDITION first commenced. However, such mortgagee is included as an INSURED under this Policy solely to the extent it is found liable because of its financial interest in a COVERED LOCATION. Coverage for such entity under this Policy shall not exceed the lesser of the following amounts:
 - (a) the Limit of Liability required under such written contract; or
 - (b) the applicable Coverage Limit of Liability of this Policy.
- U. INTERRUPTION** means the necessary suspension of the INSURED's business operations.

V. JOB SITE means a location at which CONTRACTING SERVICES are performed. JOB SITE also includes real property rented or leased by the FIRST NAMED INSURED during the course of performing CONTRACTING SERVICES, but only if such real property is utilized in direct support of such CONTRACTING SERVICES. However, JOB SITE does not include:

1. any COVERED LOCATION; or
2. any location managed, operated, owned, or leased by an INSURED or any subsidiary or affiliate of an INSURED.

W. LEGAL EXPENSE means attorneys' fees and other charges and expenses incurred in the investigation, adjustment, defense, or settlement of any CLAIM for LOSS or CLEAN-UP COSTS, or in connection with the payment of any CLEAN-UP COSTS. LEGAL EXPENSE includes the fees and expenses of consultants, expert witnesses, accountants, court reporters, and other vendors, for goods or services in connection with such investigation, adjustment, defense, or settlement, whether incurred by the INSURED, defense counsel, or the Company.

LEGAL EXPENSE also includes costs of appeal bonds, pre-judgment interest, and post-judgment interest.

LEGAL EXPENSE does not include salary charges of the regular employees or officers of the Company, fees and expenses of supervisory counsel retained by the Company, or the time and expense incurred by the INSURED in assisting in the investigation or resolution of a CLAIM or in connection with CLEAN-UP COSTS, including but not limited to the costs of the INSURED's in-house counsel.

X. LOSS means a monetary judgment, award, or settlement of:

1. compensatory damages; or
2. punitive, exemplary, or multiplied damages, civil fines, penalties and assessments, where insurable by law,

because of BODILY INJURY or PROPERTY DAMAGE.

Y. MOLD MATTER means mold, mildew, or any type or form of fungus, including any mycotoxins, spores, or byproducts produced or released by fungi.

Z. NON-OWNED DISPOSAL SITE ("NODS") means a location used for the treatment, storage, or disposal of waste, but only if:

1. the waste is generated by CONTRACTING SERVICES or at a COVERED LOCATION; and
2. the NODS is not managed, operated, owned, or leased by an INSURED or any subsidiary or affiliate of an INSURED; and
3. the NODS is permitted and/or licensed by any federal, state, local or provincial authorities to accept such waste as of the date of the treatment, storage, or disposal; and
4. the NODS is not listed on a proposed or final Federal National Priorities List ("NPL") and any state or provincial equivalent NPL, Superfund, or Hazardous Waste list prior to the treatment, storage, or disposal.

AA. POLICY PERIOD means the period stated in Item 2. of the Declarations. However, if this Policy is cancelled, by either the FIRST NAMED INSURED or the Company, the policy period ends at the effective date and time of the cancellation.

BB. POLLUTANTS mean any solid, liquid, gaseous, or thermal pollutant, irritant, or contaminant, including but not limited to smoke, vapors, odors, soot, fumes, acids, alkalis, toxic chemicals, hazardous substances, petroleum hydrocarbons, waste, including medical, infectious, red bag, and pathological wastes, legionella, electromagnetic fields, MOLD MATTER and low-level radioactive waste and material.

CC. POLLUTION CONDITION means:

1. with regard to Coverages A, B, C, D, E and G, any one or more of the following:
 - (a) the discharge, dispersal, release, seepage, migration, or escape of POLLUTANTS into or upon land or structures thereupon, the atmosphere, or any watercourse or body of water including groundwater;
 - (b) the illicit abandonment of contained or uncontained POLLUTANTS at a COVERED LOCATION, but only if such abandonment was committed by a person(s) or entity(ies) other than the INSURED and without the knowledge of any RESPONSIBLE PERSON;
 - (c) the existence of MOLD MATTER, methamphetamines, or other chemicals associated with methamphetamine laboratories, on, at, or within buildings or structures;
2. solely with regard to Coverage E, the illicit abandonment of waste, beyond the legal boundaries of a COVERED LOCATION by a CARRIER, but only if such abandonment was committed by such CARRIER and without the knowledge of any RESPONSIBLE PERSON; and
3. solely with regard to Coverage F, the dispersal or release of BIOLOGICAL HAZARDS as the direct result of a suicide, homicide, or other violent crime.

DD. PROPERTY DAMAGE means:

1. physical injury to, or destruction of, the real property or tangible personal property of any person or organization other than an INSURED, including the resulting loss of use of such property;
2. loss of use of such property that has not been physically injured or destroyed;
3. diminution in the value of such property; or
4. natural resource damage which means the physical injury to, or destruction of, as well as the assessment of such 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, appertaining 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 or provincial government, any foreign government, any Native American tribe, or, if such resources are subject to a trust restriction or alienation, any member of a Native American tribe.

caused by a POLLUTION CONDITION. However, PROPERTY DAMAGE does not include CLEAN-UP COSTS or ENVIRONMENTAL DAMAGE.

EE. REPLACEMENT COSTS mean the reasonable and necessary costs incurred by the INSURED, with the Company's written consent, to repair, restore, or replace damaged real property or tangible personal property in order to restore the property to the condition it was in prior to it being damaged, but only if the damage to such real property or tangible personal property occurred in the course of incurring CLEAN-UP COSTS. REPLACEMENT COSTS includes the use of GREEN BUILDING MATERIALS.

REPLACEMENT COSTS shall not exceed the actual cash value of such real property or tangible personal property prior to incurring the CLEAN-UP COSTS, plus the increased costs, if any, for GREEN BUILDING MATERIALS. For the purposes of this definition, actual cash value means replacement cost reduced by physical depreciation and obsolescence.

FF. RESPONSIBLE PERSON means:

- (a) any officer, director, or partner of the INSURED;
- (b) the manager, foreman, or supervisor of the INSURED responsible for environmental or health and safety affairs, control or compliance; or
- (c) any manager of a COVERED LOCATION.

GG. UNDERGROUND STORAGE TANK means any container or vessel, including the associated piping connected thereto, that is ten percent (10%) or more beneath the surface of the ground.

UNDERGROUND STORAGE TANK does not include any oil/water separators, storm-water collection systems, or any tank that is fully contained within a subterranean room of a COVERED LOCATION.

SECTION III. TERRITORY

This Policy applies only to a CLAIM made or brought in, or a POLLUTION CONDITION located within, the United States, its territories or possessions, Puerto Rico, or Canada, but only if the INSURED's responsibility to pay for damages associated with such CLAIM or POLLUTION CONDITION is determined in:

- A. a proceeding on the merits conducted in the United States, its territories or possessions, Puerto Rico, or Canada; or
- B. a settlement agreed to by the Company.

SECTION IV. EXCLUSIONS

This Insurance does not apply to any LOSS, CLEAN-UP COSTS, BUSINESS INTERRUPTION OR CONTINGENT BUSINESS INTERRUPTION LOSS, EXTRA EXPENSE, LEGAL EXPENSE or other coverage afforded under this Policy that is:

1. Asbestos

based upon or arising out of the existence of, required removal of, or abatement of, asbestos in any form, including but not limited to, products containing asbestos, asbestos fibers, asbestos dust, and asbestos containing materials. This exclusion shall not apply:

- (a) with respect to Coverages A, B, D and G, to asbestos in any form, in soil or in any watercourse or body of water including groundwater; or
- (b) with respect to Coverage E, where the exposure to asbestos in any form occurs during the course of transportation, but only if the discharge, dispersal, release, seepage, migration, or escape of asbestos in any form first commences during the POLICY PERIOD; or
- (c) to Coverage C.

2. Biological Hazards

based upon or arising out of the existence of BIOLOGICAL HAZARDS. This exclusion does not apply to Coverage F.

3. Communicable Diseases

based upon or arising out of any exposure to infected humans or animals, or contact with bodily fluids of infected humans or animals.

4. Contractual Liability

based upon or arising out of an INSURED's assumption, under any contract or agreement, of the liability of another. This exclusion does not apply to liability the INSURED would have had in the absence of such contract or agreement.

5. Criminal Fines, Penalties and Assessments

based upon or arising out of any criminal fine, criminal penalty, or criminal assessment.

6. Employer's Liability/Workers' Compensation

based upon or arising out of:

(a) BODILY INJURY to any INSURED, or any employee of its parent, subsidiary or affiliate:

(i) arising out of and incurred in the course of employment by such INSURED or its parent or subsidiary or affiliate; or

(ii) who is performing duties related to the conduct of the INSURED's business; or

(b) BODILY INJURY or pecuniary loss to the spouse, child, parent, brother or sister of such INSURED or employee of its parent, subsidiary or affiliate, as a consequence of Item (a) above.

This exclusion applies whether an INSURED may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay another who must pay damages as a result of the BODILY INJURY or pecuniary loss.

7. Faulty Workmanship/Own Work

based upon or arising out of the costs to repair or replace faulty workmanship, construction, fabrication, installation, assembly or remediation, if such faulty workmanship, construction, fabrication, installation, assembly or remediation was performed in whole or in part by an INSURED.

8. Hostile Acts

based upon or arising out of any consequence, whether direct or indirect, of declared or undeclared war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military or usurped power, or in defending against any one or more of those.

9. Insured vs. Insured

based upon or arising out of any CLAIM by one INSURED against any other INSURED. This exclusion does not apply to a CLAIM that arises out of an indemnification given by one INSURED to another INSURED as specified in a contract that was submitted and approved by the Company and added to this Policy by endorsement.

10. Insured's Property

based upon or arising out of damage to:

(a) real or personal property owned by, leased by, operated by, or loaned to an INSURED; or

(b) personal property in the care, custody, or control of an INSURED,

even if such damage is incurred to avoid or mitigate LOSS or CLEAN-UP COSTS which may be covered under this Policy. This exclusion does not apply to REPLACEMENT COSTS.

11. Intentional Acts

based upon or arising out of a POLLUTION CONDITION that results from any RESPONSIBLE PERSON's intentional disregard of, or deliberate, willful, or dishonest non-compliance with, any statute, regulation, ordinance, administrative complaint, notice letter, or instruction issued by or on behalf of any governmental agency or representative.

12. Known Conditions

based upon or arising out of any POLLUTION CONDITION that was known by, or reported to, any RESPONSIBLE PERSON and not specifically reported, in writing, to the Company prior to:

(a) the beginning of the POLICY PERIOD; or

(b) the effective date of any endorsement issued by the Company adding to this Policy any:

- (i) COVERED LOCATION not scheduled onto this Policy as of the first day of the POLICY PERIOD; or
- (ii) CONTRACTING SERVICES not covered by this Policy as of the first day of the POLICY PERIOD.

Any such POLLUTION CONDITION specifically reported, in writing, to the Company, which is not otherwise excluded under this Policy by endorsement, is deemed to be first discovered on the date the COVERED LOCATION or CONTRACTING SERVICES, as applicable, were added to this Policy.

13. Lead-Based Paint

based upon or arising out of lead-based paint in, on, or applied to, any building or other structure. This exclusion does not apply to:

- (a) lead-based paint in soil or in any watercourse or body of water including groundwater; or
- (b) Coverage C.

14. Material Change in Use

based upon or arising out of a change in the use of, or operations at, a COVERED LOCATION from the use or operations as of the date the COVERED LOCATION became insured by this Policy, if that change materially increases the likelihood or severity of a POLLUTION CONDITION or CLAIM.

15. Naturally Occurring Materials

based upon or arising out of the existence of, required removal of, or abatement of, any naturally occurring materials. This exclusion does not apply:

- (a) where such substances are present at, or migrate from, a JOB SITE due to CONTRACTING SERVICES;
- (b) where such substances are present at a COVERED LOCATION only because of human activities or processes; or
- (c) to MOLD MATTER.

16. New Pollution Conditions at Divested Property

based upon or arising out of any POLLUTION CONDITION on, at, under, or migrating from a COVERED LOCATION, if the discharge, dispersal, release, seepage, migration, or escape of the POLLUTANTS associated with such POLLUTION CONDITION first commenced after such COVERED LOCATION is sold, given away, or abandoned by an INSURED, or condemned.

17. Property Held for Others

based upon or arising out of damage to personal property that is warehoused or stored for a fee, by any person, organization or entity that is not an INSURED, in or about any building or structure at a COVERED LOCATION. This exclusion does not apply to CLEAN-UP COSTS.

18. Products Liability

based upon or arising out of goods or products manufactured, sold, handled, distributed, altered, or repaired by an INSURED or by others trading under an INSURED's name, including any container thereof, any failure to warn, or any reliance upon a representation or warranty made at any time with respect thereto. This exclusion does not apply to such goods or products while they remain within the legal boundaries of a COVERED LOCATION.

19. Retroactive Date

based upon or arising out of a POLLUTION CONDITION that first commenced prior to the Retroactive Date stated in the Declarations, including any further dispersal, migration, or movement of that POLLUTION CONDITION on or after that date.

20. Reverse Retroactive Date

based upon or arising out of a POLLUTION CONDITION that first commenced subsequent to the Reverse Retroactive Date stated in the Declarations.

21. Underground Storage Tanks

based upon or arising out of the existence of any UNDERGROUND STORAGE TANK at a COVERED LOCATION. This exclusion does not apply to an UNDERGROUND STORAGE TANK:

- (a) that is either closed, abandoned in place, or removed, in accordance with all applicable federal, state, or provincial regulations, prior to the inception date of this Policy;
- (b) that is endorsed onto this Policy in the Underground Storage Tank Schedule, if any; or
- (c) the existence of which is unknown by each and every RESPONSIBLE PERSON as of the inception date of this Policy.

22. Vehicles

based upon or arising out of the ownership, maintenance, use, operation, loading or unloading of any AUTOMOBILE, aircraft, watercraft, rolling stock, or any other form of transportation, including any cargo carried thereby, beyond the legal boundaries of a JOB SITE or a COVERED LOCATION. This exclusion does not apply to Coverage E.

SECTION V. EXTENDED REPORTING PERIOD

The provisions of Section V. apply to any and all coverage provided by this Policy, or by any endorsement issued by the Company, that applies on a Claims-Made and Reported basis, except for Coverages F and G.

A. Automatic Extended Reporting Period

In the event of the termination of this insurance before the expiration date shown in the Declarations, the INSURED shall be entitled to a ninety (90) day Automatic Extended Reporting Period for no additional premium. The Automatic Extended Reporting Period shall apply as follows:

- (1) A CLAIM first made against the INSURED during the POLICY PERIOD and reported to the Company, in writing, during the ninety (90) days immediately following the effective date of such termination will be deemed to have been made on the last day of the POLICY PERIOD, provided such CLAIM is otherwise covered by this Policy.
- (2) A CLAIM first made against the INSURED and reported to the Company, in writing, during the ninety (90) days immediately following the effective date of such termination will be deemed to have been made on the last day of the POLICY PERIOD, provided such CLAIM arises from a POLLUTION CONDITION first discovered and reported to the Company, in writing, prior to such termination, and is otherwise covered by this Policy.

The Automatic Extended Reporting Period does not apply where: (1) the Policy is terminated for fraud or non-payment of premium; or (2) the INSURED has purchased other insurance to replace the insurance provided under this Policy.

For the purposes of Section V.A. – Automatic Extended Reporting Period, under this Policy:

- (a) either cancellation or non-renewal shall be deemed to be a termination of this insurance; and
- (b) in the event of non-renewal, the expiration date shown in the Declarations shall be deemed the effective date of the termination.

B. Optional Extended Reporting Period

The FIRST NAMED INSURED shall be entitled to purchase an Optional Extended Reporting Period upon cancellation or non-renewal of the Policy, subject to the following terms and conditions:

The FIRST NAMED INSURED shall be entitled to purchase an Optional Extended Reporting Period upon payment of an additional premium of not more than 200% of the full Policy Premium. The Optional Extended Reporting Period shall be effective for three (3) consecutive three-hundred and sixty-five (365) day periods commencing immediately following the effective date of cancellation or non-renewal. The FIRST NAMED INSURED must elect to purchase this Optional Extended Reporting Period, in writing, within thirty (30) days from the cancellation or non-renewal of the Policy. The Automatic Extended Reporting Period of ninety (90) days will be merged into this period and is not in addition to this period.

The Optional Extended Reporting Period shall only apply to each CLAIM first made against the INSURED during the Optional Extended Reporting Period, but only by reason of a POLLUTION CONDITION that is: (1) first discovered and reported to the Company, in writing, during the POLICY PERIOD; and (2) and otherwise covered by this Policy.

The Optional Extended Reporting Period does not apply where: (1) the Policy is terminated for fraud or non-payment of premium; or (2) the INSURED has purchased other insurance to replace the insurance provided under this Policy.

For the purposes of Section V.B. – Optional Extended Reporting Period under this Policy:

- (a) either cancellation or non-renewal shall be deemed to be a termination of this insurance; and
- (b) in the event of non-renewal, the expiration date shown in the Declarations shall be deemed the effective date of the termination.

It is a condition precedent to the operation of the rights granted under Section V.B. that payment of the appropriate premium shall be made no later than thirty (30) days after expiration in the case of non-renewal or prior to cancellation in the case of cancellation.

For purposes of Section V., the Company's quotation of different Limits of Liability, Self-Insured Retentions, terms or conditions shall not be construed as either a termination of, or a decision not to renew, this Policy.

SECTION VI. LIMIT OF LIABILITY AND SELF-INSURED RETENTION

- A.** The Limits of Liability and Self-Insured Retention set forth in the Declarations and the rules below fix the most the Company will pay regardless of the number of INSUREDS, COVERED LOCATIONS, CONTRACTING SERVICES, POLLUTION CONDITIONS, CLAIMS made, or persons or organizations making a CLAIM.
- B.** For purposes of this Policy, the same or related POLLUTION CONDITIONS at any one JOB SITE, or at any one COVERED LOCATION, shall be deemed a single POLLUTION CONDITION.
- C.** This Policy will pay covered LOSS, CLEAN-UP COSTS, LEGAL EXPENSE or any other coverages afforded under this Policy only: (1) in excess of the applicable Self-Insured Retention Amount stated in the Declarations; and (2) subject to the applicable Limit of Liability stated in the Declarations and the other terms and conditions of this Policy.

This Policy will pay covered BUSINESS INTERRUPTION OR CONTINGENT BUSINESS INTERRUPTION LOSS and EXTRA EXPENSE only: (1) in excess of amounts incurred during the DEDUCTIBLE PERIOD; and (2) subject to the applicable Limit of Liability and the other terms and conditions of this Policy.

- D.** The Self-Insured Retention Amount and amounts incurred during the DEDUCTIBLE PERIOD are to be borne by the INSURED and are not to be insured unless the Company has expressed its prior consent, in writing, to the FIRST NAMED INSURED. If the same or related POLLUTION CONDITIONS could result in coverage under more than one coverage section for which a limit is stated in the Declarations, or under any other coverage afforded under this Policy, only the single highest Self-Insured Retention amongst such applicable coverages shall apply to that POLLUTION CONDITION.
- E.** Subject to Items F. and H. below, the Each POLLUTION CONDITION Limit set forth in the Declarations is the most the Company will pay for the sum of all LOSS, CLEAN-UP COSTS, and LEGAL EXPENSE under each applicable coverage section stated in the Declarations, or under any other coverages afforded under this Policy, arising out of the same or related POLLUTION CONDITIONS.

- F.** Subject to Item H. below, the Coverage Section Aggregate Limit set forth in the Declarations is the most the Company will pay for the sum of all LOSS, CLEAN-UP COSTS, and LEGAL EXPENSE under each applicable coverage section stated in the Declarations, or under any other coverages afforded under this Policy.
- G.** Subject to the Coverage G. Aggregate Limit and Item H. below, the most the Company will pay for the sum of all BUSINESS INTERRUPTION OR CONTINGENT BUSINESS INTERRUPTION LOSS and EXTRA EXPENSE arising out of the same or related POLLUTION CONDITIONS is the Each POLLUTION CONDITION Limit stated in Item 3.G. of the Declarations less any applicable co-insurance, which is included within the applicable Limits of Liability and shall serve to reduce such limits accordingly.

If an INSURED could reduce the BUSINESS INTERRUPTION OR CONTINGENT BUSINESS INTERRUPTION LOSS and EXTRA EXPENSE by: (1) the partial or complete resumption of operations; or (2) making use of other space at a COVERED LOCATION or a location otherwise controlled by an INSURED, then such reduction will be taken into account when determining BUSINESS INTERRUPTION OR CONTINGENT BUSINESS LOSS and EXTRA EXPENSE.

- H.** The Company's total liability for the sum of all LOSS, CLEAN-UP COSTS, BUSINESS INTERRUPTION OR CONTINGENT BUSINESS INTERRUPTION LOSS, EXTRA EXPENSE, LEGAL EXPENSE and any other coverages afforded under this Policy, shall not exceed the Policy Aggregate Limit of Liability as stated in the Declarations.
- I.** With regard to Coverages afforded under this Policy:
1. on a claims-made and reported basis, any LOSS, CLEAN-UP COSTS, BUSINESS INTERRUPTION OR CONTINGENT BUSINESS INTERRUPTION LOSS, EXTRA EXPENSE, LEGAL EXPENSE or any other coverages afforded under this Policy, incurred and reported to the Company, in writing, over more than one Policy Period, and resulting from the same or related POLLUTION CONDITIONS, shall be considered a single POLLUTION CONDITION. The associated LOSS, CLEAN-UP COSTS, BUSINESS INTERRUPTION OR CONTINGENT BUSINESS INTERRUPTION LOSS, EXTRA EXPENSE, LEGAL EXPENSE or any other coverages afforded under this Policy will be subject only to those Limits of Liability and Self-Insured Retention Amounts as indicated in the Policy in effect at the time the POLLUTION CONDITION was first reported to the Company, in writing.
 2. on an occurrence basis, progressive, continuous, or indivisible BODILY INJURY, PROPERTY DAMAGE, or ENVIRONMENTAL DAMAGE that occurs over more than one policy period and results from the same or related POLLUTION CONDITIONS, shall be considered to have occurred only in the policy period in which the first exposure to the POLLUTION CONDITION takes place. If the date of that first exposure: (i) is prior to the beginning of the Policy Period of the first policy issued to an INSURED by the Company that contains coverage that is the same or substantially similar to that contained in Coverages afforded under this Policy on an occurrence basis; or (ii) cannot be determined, then such progressive, indivisible BODILY INJURY, PROPERTY DAMAGE, or ENVIRONMENTAL DAMAGE shall be considered to have occurred only on the first day of the Policy Period of the first policy issued to that INSURED by the Company that contains coverage that is the same or substantially similar to that contained in Coverages afforded under this Policy on an occurrence basis.

SECTION VII. REPORTING, DEFENSE, SETTLEMENT, AND COOPERATION

- A.** As a condition precedent to the coverage hereunder, in the event a CLAIM is made against an INSURED for LOSS or CLEAN-UP COSTS, or a POLLUTION CONDITION is first discovered that results in a LOSS, BUSINESS INTERRUPTION OR CONTINGENT BUSINESS INTERRUPTION LOSS, EXTRA EXPENSE or CLEAN-UP COSTS, written or oral notice containing particulars sufficient to identify the INSURED and all reasonably obtainable information with respect to the time, place, and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the INSURED to the Company or any of its authorized agents as soon as practicable. In the event of oral notice, the INSURED agrees to furnish a written report as soon as practicable. The INSURED shall also forward to the Company every demand, notice, summons, order or other process received by an INSURED or an INSURED's representative as soon as practicable.

- B. No costs, charges or expenses shall be incurred, nor payments made, obligations assumed, or remediation commenced, without the Company's consent which shall not be unreasonably withheld. This provision does not apply to EMERGENCY RESPONSE COSTS. The INSURED shall notify the Company of all such EMERGENCY RESPONSE COSTS immediately after the emergency ends.
- C. The Company shall have the right to designate legal counsel for the investigation, adjustment, and defense of any CLAIM. The Company shall consult with the FIRST NAMED INSURED in conjunction with the selection of counsel. The Company shall have the right and duty to defend the INSURED against any CLAIM for LOSS or for CLEAN-UP COSTS. However, the Company will have no duty to defend the INSURED against any CLAIM for LOSS or for CLEAN-UP COSTS to which this Policy does not apply.
- D. Once the applicable Limit of Liability has been exhausted, the Company shall not be obligated to defend or continue to defend any CLAIM or pay for any LOSS, BUSINESS INTERRUPTION OR CONTINGENT BUSINESS INTERRUPTION LOSS, EXTRA EXPENSE, CLEAN-UP COSTS or other coverage afforded under this Policy.
- E. The Company may, where allowable by law, appoint one counsel to defend all INSUREDs under this Policy on a joint defense basis.
- F. In the event that an INSURED is entitled by law to select independent counsel (Cumis Counsel) to defend the INSURED at the Company's expense, that counsel's fees and all other litigation expenses charged to or paid by the Company shall be limited to the same rates that the Company would pay to counsel selected by the Company to defend a similar CLAIM in the location where the CLAIM arose or is being defended. The Company may require that such counsel meet certain minimum qualifications and maintain adequate errors and omissions insurance. The INSURED agrees that such counsel will timely respond to the Company's request for information.
- G. No INSURED shall admit liability or settle any CLAIM without the Company's consent. If the Company recommends a monetary settlement of a CLAIM acceptable to a claimant:
 1. for an amount within the Self-Insured Retention Amount and an INSURED refuses such settlement, the Company shall not be liable for any LOSS, CLEAN-UP COSTS, LEGAL EXPENSE, or any other coverages afforded under this Policy, in excess of the Self-Insured Retention Amount; or
 2. for a total amount in excess of the Self-Insured Retention and within the applicable Limits of Liability and an INSURED refuses such settlement, the Company's liability for LOSS, CLEAN-UP COSTS, LEGAL EXPENSE, or any other coverages afforded under this Policy, shall be limited to that portion of the sum of: (a) the recommended settlement; and (b) the costs, charges and expenses already incurred as of the date of the INSURED's refusal, which exceeds the Self-Insured Retention Amount and is within the Limit of Liability.
- H. All INSUREDs shall cooperate with the Company and, upon the Company's request, shall submit to examination by a representative of the Company, under oath, and shall attend hearings, depositions, and trials and shall assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses, and in the conduct of suits, as well as in the investigation and defense, all without charge to the Company. All INSUREDs shall further cooperate with the Company and do whatever is necessary to secure and enforce any rights of indemnity, contribution, or apportionment which the INSURED may have.

SECTION VIII. TRANSFER OF LEGAL DEFENSE DUTIES

- A. If the Company believes that any of the applicable Limits of Liability stated in the Declarations has been or soon will be exhausted in defending a CLAIM, or that the Company has paid out or will soon pay out the Policy Aggregate Limit of Liability stated in the Declarations, the Company will so notify the FIRST NAMED INSURED, in writing, as soon as possible. The Company will advise that its duty to defend any CLAIM seeking damages subject to those limits has terminated, subject to payment of the limits, and that it will no longer handle the defense of any CLAIM for which notice is given after the date it sends out such notice. The Company will take prompt and appropriate steps to transfer control of any existing defense prior to exhaustion of the limits to the FIRST NAMED INSURED. The FIRST NAMED INSURED agrees to reimburse the Company for any costs which the Company bears in connection with the transfer of the defense.

- B. The Company will take appropriate steps necessary to defend the CLAIM during the transfer of the defense and avoid any unfavorable legal action provided that the INSURED cooperates in the transfer of the duties of the defense.
- C. The Company's failure to comply with any of the provisions of Section VIII. shall in no way obligate the Company to defend or continue to defend any CLAIM, or to pay any LOSS, CLEAN-UP COSTS or other sum covered under this Policy, after exhaustion of an applicable Limit of Liability.

SECTION IX. CONDITIONS

- A. **ACTION AGAINST COMPANY** - No action brought by any person, organization, or entity, other than an INSURED, shall lie against the Company unless, as a condition precedent thereto, the INSURED has fully complied with all of the terms of this Policy and, the amount of the INSURED's obligation to pay shall have been finally determined either by judgment against the INSURED after actual trial or by written agreement of an INSURED, the claimant and the Company.

Any person, organization, entity, or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have any right under this Policy to join the Company as a party to any action against the INSURED to determine the INSURED's liability, nor shall the Company be impleaded by the INSURED or his legal representative.

- B. **ASSIGNMENT** - This Policy shall be void as to the assignee or transferee, if assigned or transferred without written consent of the Company. However, this Policy can be assigned without the consent of the Company to any first mortgagee of a COVERED LOCATION. The FIRST NAMED INSURED shall notify the Company of such assignment as soon as possible.
- C. **BANKRUPTCY** - Bankruptcy or insolvency of the INSURED or of the INSURED's estate shall not relieve the Company of any of its obligations hereunder.
- D. **CANCELLATION** - This Policy may be cancelled by the FIRST NAMED INSURED by surrender thereof to the Company or any of its authorized agents or by mailing, delivering, emailing, or faxing to the Company written notice stating when thereafter the cancellation shall be effective. In the event of cancellation by the FIRST NAMED INSURED, the return premium shall be computed in accordance with the customary short rate table and procedure after applying the minimum earned premium percentage stated in the Declarations. If a CLAIM is made, a POLLUTION CONDITION is discovered, or coverage is otherwise afforded under this Policy, then the premium shall be considered fully earned by the Company and the INSURED is not entitled to a return premium upon cancellation.

This Policy may be cancelled by the Company by mailing, delivering, emailing, or faxing written notice to the FIRST NAMED INSURED at the address shown in the Declarations which states when, not less than ninety (90) days (ten (10) days for non-payment of premium) thereafter such cancellation shall be effective. The mailing, delivering, emailing, or faxing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the POLICY PERIOD. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is affected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

This Policy may be cancelled by the Company for the following reasons: (1) non-payment of premium; or (2) fraud or material misrepresentation on the part of an INSURED, such as can be proven in a court of law.

- E. **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 right under the terms of this Policy. The terms of this Policy cannot be waived or changed, except by an endorsement issued by the Company to form a part of this Policy.
- F. **CHOICE OF LAW** - All matters arising hereunder, including questions related to the validity, interpretation, performance and enforcement of this Policy, shall be determined in accordance with the law and practice of the State of New York (not including New York's choice of law rules).

- G. CONSENT** - Where the consent of the Company or the INSURED is required under this Policy, such consent shall not be unreasonably withheld, delayed, conditioned, or denied.
- H. DECLARATIONS AND REPRESENTATIONS** - By acceptance of this Policy, the INSURED agrees that the statements contained in the Declarations, the application and any other supplemental materials and information submitted in connection with the application or any amendments to the Policy during the POLICY PERIOD are the INSURED's declarations and representations, that they shall be deemed material, that this Policy is issued in reliance upon the truth of such declarations and representations and that this Policy embodies all agreements existing between the INSURED and the Company or any of its agents relating to this insurance.
- I. HEADINGS** - The descriptions in the headings of this Policy are solely for convenience and form no part of the Policy terms and conditions.
- J. INSPECTION AND AUDIT** - The Company shall be permitted, but not obligated, to inspect and monitor on a continuing basis the INSURED's property or operations and any JOB SITE or COVERED LOCATION, at any time. Neither the Company's right to make inspections and monitor, nor the actual undertaking thereof, nor any report thereon, shall constitute an undertaking, on behalf of the INSURED or others, to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practice or are in compliance with any law, rule or regulation. Access for the inspection and audit will be coordinated through the broker or agent of the FIRST NAMED INSURED.
- K. JURISDICTION AND VENUE** - It is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company and the INSURED will submit to the jurisdiction of the State of New York and will comply with all the requirements necessary to give such court jurisdiction. Nothing in this clause constitutes or should be understood to constitute a waiver of the Company's right to remove an action to any United States District Court.
- L. MINIMUM EARNED PREMIUM** - Upon cancellation of this Policy, earned premium will be calculated using the appropriate pro-rata or short-rate method as outlined in Section IX. CONDITIONS, Item D. CANCELLATION. The amount of premium earned under this Policy will be the greater of: (1) the calculated pro-rata or short rate premium; or (2) the Minimum Earned Premium percentage set forth in Item 10. of the Declarations.
- M. OTHER INSURANCE** - Subject to Section VI., Limit of Liability and Self-Insured Retention, this insurance shall apply only in excess of the sum of the Self-Insured Retention amount stated in the Declarations and the applicable limits of any other valid and collectible insurance available to the INSURED, whether such other insurance is stated to be primary, pro rata, contributory, excess, contingent, or otherwise, unless such other insurance is written only as specific excess insurance over the applicable Limits of Liability of this Policy.
- N. SEVERABILITY** - Except with regard to the Limits of Liability, Self-Insured Retention, Exclusion 9. ("Insured vs. Insured") and any rights and duties assigned in this Policy to the FIRST NAMED INSURED, this insurance applies as if each INSURED were the only INSURED and separately to each INSURED against whom a CLAIM is made. Any misrepresentation, act or omission that is in violation of a term, duty or condition under this Policy by one INSURED shall not, by itself, affect coverage for another INSURED under this Policy. This Condition N. shall not apply to an INSURED who is a parent, subsidiary or affiliate of the INSURED which committed the misrepresentation, act or omission referenced above.
- O. SOLE AGENT** - The FIRST NAMED INSURED stated in the Declarations shall act on behalf of each and every INSURED for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, giving and receiving notice of cancellation or non-renewal, and the exercise of the rights provided under Section V. EXTENDED REPORTING PERIOD.
- P. SUBROGATION** - If the INSURED has rights to recover, from another person or organization, all or any part of a payment the Company makes under this Policy, those rights are transferred to the Company. 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 monies recovered as a result of subrogation proceedings shall accrue first to the INSURED to the extent of any payments it made in excess of the Limits of Liability, then to the Company to the extent of its payment under the Policy, and then to the INSURED to the extent of its payment of the Self-Insured Retention. Expenses incurred in such subrogation proceedings shall be apportioned amongst the INSURED and Company in the proportion that each interested party's share in the recovery bears to the total recovery.