

# CERTIFICATE OF LIABILITY INSURANCE

MDONOVAN

DATE (MM/DD/YYYY)	
2/22/2022	

ALFRBEN-01

							57	22/2022
IS CERTIFICATE IS ISSUED AS A RTIFICATE DOES NOT AFFIRMAT LOW. THIS CERTIFICATE OF IN: PRESENTATIVE OR PRODUCER, A	IVEL SUR/	Y O Ance	R NEGATIVELY AMEND, E DOES NOT CONSTITU	EXTEND OR ALT	ER THE CO	OVERAGE AFFORDED	BY TH	E POLICIES
SUBROGATION IS WAIVED, subje	ct to	the	terms and conditions of	the policy, certain	policies may			
JCER				CONTACT NAME:				
			-		328-6555	FAX (A/C, No):	(617) 3	328-6888
				E-MAIL ADDRESS: boston@	amesgoug		. ,	
cy, MA 02169			-					NAIC #
			-	INSURER A : Charter	Oak Fire In	surance Company A++	(XV)	25615
ED				INSURER B : Traveler	s Property C	asualty Company of Am	erica	25674
	(Tin	dale-	Oliver & Associates,	INSURER C : Phoeni	x Insurance	e Company A++, XV		25623
				INSURER D : Berkshi	re Hathaway	Specialty Insurance Col	npany	22276
Tampa, FL 33602			-	INSURER E :				
•			-	INSURER F :				
ERAGES CER	TIFI	CAT	E NUMBER:			<b>REVISION NUMBER:</b>		
S IS TO CERTIFY THAT THE POLICI ICATED. NOTWITHSTANDING ANY F RTIFICATE MAY BE ISSUED OR MAY	REQU PER	IREM	ENT, TERM OR CONDITION , THE INSURANCE AFFORE	N OF ANY CONTRA	CT OR OTHER IES DESCRIB	R DOCUMENT WITH RESPE	ст то	WHICH THIS
				POLICY FEF				
	INSD	WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)		-	1,000,000
				<b>E</b> /0.4/0004	= 10 4 10 0 00		Ψ	1,000,000
CLAIMS-MADE X OCCUR	X	X	630-0D870755	5/31/2021	5/31/2022	PREMISES (Ea occurrence)	\$	10.000
						MED EXP (Any one person)	\$	1,000,000
						PERSONAL & ADV INJURY	\$	
						GENERAL AGGREGATE	\$	2,000,000
POLICY X JECT X LOC						PRODUCTS - COMP/OP AGG	\$	2,000,000
OTHER:							\$	
					5/31/2022	(Ea accident)	\$	1,000,000
	X	X	BA-0N614884	5/31/2021		BODILY INJURY (Per person)	\$	
						BODILY INJURY (Per accident)	\$	
X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						(Per accident)	\$	
							\$	
		x	CUP-9R47920A		5/31/2022	EACH OCCURRENCE	\$	9,000,000
				5/31/2021		AGGREGATE	\$	9,000,000
DED X RETENTION \$	1						\$	
ND EMPLOYERS' LIABILITY	N/A					X PER OTH- STATUTE ER		
NY PROPRIETOR/PARTNER/EXECUTIVE			UB-5K723986	5/31/2021	5/31/2022	E.L. EACH ACCIDENT	\$	1,000,000
Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
ÉSCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
Professional Liab						-		2,000,000
			47EPP30529704	5/31/2021	5/31/2022	Aggregate		2,000,000
	PORTANT: If the certificate holde SUBROGATION IS WAIVED, subject is certificate does not confer rights to JCER & Gough //illard Street 320 cy, MA 02169 ED ED ED ED ED ED ED ED ED ED	PORTANT: If the certificate holder is a SUBROGATION IS WAIVED, subject to a certificate does not confer rights to the JCER is a Gough //illard Street 320 certificate does not confer rights to the JCER is a Gough //illard Street 320 certificate does not confer rights to the JCER certificate does not confer the JCER certificate does not certificate does not confer the JCER certificate does not confer the JCER certificate does not confer the JCER certificate does not certi	PORTANT: If the certificate holder is an AD SUBROGATION IS WAIVED, subject to the s certificate does not confer rights to the cert JCER S Gough //illard Street 320 cy, MA 02169 ED ED ED ED ED ED EI Alfred Benesch & Company (Tindale- Inc.) 1000 N. Ashley Drive Tampa, FL 33602 ERAGES CERTIFICATI S IS TO CERTIFY THAT THE POLICIES OF INS ICATED. NOTWITHSTANDING ANY REQUIREM RTIFICATE MAY BE ISSUED OR MAY PERTAIN LUSIONS AND CONDITIONS OF SUCH POLICIES. TYPE OF INSURANCE X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X COMMERCIAL GENERAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PECT X LOC OTHER: AUTONOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X UMBRELLA LIAB X COLUR X UMBRELLA LIAB X OCCUR X WIDS ONLY X UMBRELLA LIAB X OCCUR CLAIMS-MADE X X MON-OWNED AUTOS ONLY X UMBRELLA LIAB X OCCUR CLAIMS-MADE X X Y/N NYF PICEPRMETOR/PARTNER/EXECUTIVE Y/N NY CORVERTS COMPENSATION ND EMPLOYERS' LIABILITY Yees, describe UNDER AUTON OF OPERATIONS below NYA X X MA AUTO ND EMPLOYERS' LIABILITY Yees, describe UNDER AUTOS ONLY X MARCINE CLAIMS-MADE X X MARCINE CLAIMS-MARCINE X MARCINE CLAIMS-MARCINE X MARCINE	PORTANT:  If the certificate holder is an ADDITIONAL INSURED, the SUBROGATION IS WAIVED, subject to the terms and conditions of a certificate does not confer rights to the certificate holder in lieu of su JCER    Second  & Gough    //illard Street  320    200	ORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must hall SUBROGATION IS WAIVED, subject to the terms and conditions of the policy(certain a certificate does not confer rights to the certificate holder in lieu of such endorsement(s) subject to the certificate holder in lieu of such endorsement(s) subject to the certificate holder in lieu of such endorsement(s) subject to the certificate holder in lieu of such endorsement(s) subject to the certificate holder in lieu of such endorsement(s) subject to the certificate holder in lieu of such endorsement(s) subject to the certificate holder in lieu of such endorsement(s) subject to the certificate holder in lieu of such endorsement(s) subject to the certificate holder in lieu of such endorsement(s) subject to the certificate holder in lieu of such endorsement(s) subject to the certificate holder in lieu of such endorsement(s) subject to the certificate holder in lieu of such endorsement(s) subject to the certificate holder in lieu of such endorsement(s) subject to the certificate holder in lieu of such endorsement(s) subject to the certificate holder in lieu of such endorsement(s) subject to the certificate holder in lieu of such endorsement(s) subject to the certificate holder in lieu of such endorsement(s) subject to the certificate holder in lieu of such endorsement inc.) hours and condition of the policies of insurance afformation of any contrant the policies of such policies. Limits shown may have been reduced by the policies of the	ORTANT:  If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIO    SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may a certificate does not confer rights to the certificate holder in lieu of such endorsement(s).  CONTACT    JECR  Is Gough  Contract  Contract    Illard Street  Contract  Contract  Contract    320  Junce  Insurer 0.  Insurer 0.    1000 N. Ashley Drive  Insurer 0.  Insurer 0.  Insurer 0.    1000 N. Ashley Drive  Tampa, FL 33602  Insurer 0.  Berkshire Hathaway    ICATE  Notwer E :  Insurer 0.  Berkshire Hathaway    ICATED  NotwithStanding Any ReDuices OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURANCE AFFORDED BY THE POLICIES JUNCE  Insurer 0.    ILISIONS AND CONDITIONS OF SUCH POLICES. JUNRANCE AFFORDED BY THE POLICIES JUNGDAWAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES LAWS  POLICY WINDONYYY)    COMMERCIAL GENERAL LIABILITY  X  K  630-0D870755  5/31/2021  5/31/2021  5/31/2021  5/31/2021  5/31/2021  5/31/2021  5/31/2021  5/31/2021  5/31/2021  5/31/2021  5/31/2021  5/31/2021  5/31/2021  5/31/2021  5/31/2021	PORTANT:  If the certificate holder is an ADDITIONAL INSURED, the policy(es) must have ADDITIONAL INSURED provision SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement sources are indicate holder in lieu of such endorsement(s).    CER  6 Gough    Illiand Street 320  Content in lieu of such endorsement(s).    Content is Gough  Street 320    Charles and Street 320  Content is an ADDITIONAL INSURED, in lieu of such endorsement(s).    Content is Gough  Street 320    Charles and Street 320  Content is an ADDITIONAL INSURED, it is used to the certificate holder in lieu of such endorsement(s).    EXAMPLE  Content is an ADDITIONAL INSURED, it is used to the certificate holder in lieu of such endorsement(s).    Content is such as a charter 0ak Fire Insurance Company A++ 320  Street	PORTANT:  If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or bi SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A st screttine dees not confer rights to the certificate holder in lieu of such endorsement(s).    JUERN Sectificate holder in lieu of such endorsement(s).  If the policy, certain policies may require an endorsement. A st screttine dees not confer rights to the certificate holder in lieu of such endorsement(s).    JUERN State  Sectificate holder in lieu of such endorsement(s).    JUERN State  Certificate holder in lieu of such endorsement(s).    State  Certificate holder in lieu of such endorsement (s).    Inc.) 1000 N. Ashiey Drive Tampa, FL 35602  Certificate holder in such endorsement (s).    State  Certificate holder in lieu of such endorsement (s).    State  Certificate holder in such endorsement (s).    State  Certificate holder in such endorsement (s).    State  Certificate holder in such endorsement (s).    State  Certificate holder (s) end

AUTHORIZED REPRESENTATIVE

400 South Fort Harrison Avenue Clearwater, FL 33756

© 1988-2015 ACORD CORPORATION. All rights reserved.

# BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- **b.** Only as described in Paragraph (1), (2) or (3) below, whichever applies:
  - (1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:
    - (a) The Additional Insured Owners, Lessees or Contractors (Form B) endorsement CG 20 10 11 85; or
    - (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured Owners, Lessees or Contractors Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured Owners, Lessees or Contractors Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or
- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

- (3) If neither Paragraph (1) nor (2) above applies:
  - (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and
  - (b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

- **b.** The insurance provided to such additional insured does not apply to:
  - (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:
    - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - (b) Supervisory, inspection, architectural or engineering activities.
  - (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.
- **c.** The additional insured must comply with the following duties:
  - (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense 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 "occurrence" or offense.
- (2) If a claim is made or "suit" is brought against the additional insured:
  - (a) Immediately record the specifics of the claim or "suit" and the date received; and
  - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV Commercial General Liability Conditions.

# DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following: ALL COVERAGE PARTS INCLUDED IN THIS POLICY

### SCHEDULE

#### CANCELLATION:

Number of Days Notice of Cancellation: 30

NONRENEWAL:

Number of Days Notice of Nonrenewal: 30

#### PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED SHOWN IN THE DECLARATIONS RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND

2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

#### ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

### PROVISIONS:

- A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.
- **B.** If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

# EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

# THIS POLICY, IN PART, PROVIDES FOLLOW-FORM LIABILITY COVERAGE. COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

COVERAGE WILL APPLY ON A DEFENSE-WITHIN-LIMITS BASIS WHEN FOLLOWING UNDERLYING INSURANCE UNDER WHICH DEFENSE EXPENSES ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. WHEN FOLLOWING SUCH UNDERLYING INSURANCE, PAYMENT OF DEFENSE EXPENSES UNDER THIS POLICY WILL REDUCE, AND MAY EXHAUST, THE LIMITS OF INSURANCE OF THIS POLICY.

# PLEASE READ THE ENTIRE POLICY 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.

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

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI - DEFINITIONS.** 

### SECTION I - COVERAGES

- A. COVERAGE A = EXCESS FOLLOW-FORM LIABILITY
  - 1. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which Coverage A of this insurance applies, provided that the "underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", Coverage A of this insurance applies to damages that are in excess of that sublimit only if such sublimit is shown for that "underlying insurance" the Schedule Óf in Underlying Insurance.
  - 2. Coverage A of this insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except with respect to any provisions to the contrary contained in this insurance.
  - The amount we will pay for damages is limited as described in SECTION III – LIMITS OF INSURANCE.
  - **4.** For the purposes of Paragraph **1**. above:

- a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance will be considered to be reduced or exhausted only by the following payments:
  - (1) Payments of judgments or settlements for damages that are covered by that "underlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for damages that would not be covered by this Excess Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance";
  - (2) Payments of "medical expenses" that are covered by that "underlying insurance" and are incurred for "bodily injury" caused by an accident that takes place during the policy period of this Excess Follow-Form And Umbrella Liability Insurance; or

- b. To sue us on this insurance unless all of its terms have been fully complied with.
- 2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:
  - **a.** Are not payable under the terms of this insurance; or
  - **b.** 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.

### L. MAINTENANCE OF UNDERLYING INSURANCE

- The insurance afforded by each policy of "underlying insurance" will **1.** The insurance afforded by be maintained for the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs 4.a.(1), (2) and (3) of COVERAGE A -EXCESS FOLLOW-FORM LIABILITY of SECTION I - COVERAGES. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage A is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.
- 2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:
  - a. Coverage;
  - **b.** Limits of insurance;
  - c. Termination of any coverage; or
  - d. Exhaustion of aggregate limits.
- If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage A is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

## M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage **A** is subject to the following provisions:

- This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.
- 2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

## N. PREMIUM

- 1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.
- 2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph 4. below.
- 3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.
- Additional premium may become payable when coverage is provided for additional insureds under the provisions of SECTION II - WHO IS AN INSURED.

## **O. PREMIUM AUDIT**

The premium for this policy is the amount stated in Item **5.** of the Declarations. The premium is a flat

charge unless it is specified in the Declarations as adjustable.

- P. PROHIBITED COVERAGE UNLICENSED INSURANCE
  - With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
  - 2. We do not assume responsibility for:
    - a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or
    - **b.** The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

# 0. PROHIBITED COVERAGE TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

- Any trade or economic sanction under any law or regulation of the United States of America; or
- **2.** Any other applicable trade or economic sanction, prohibition or restriction.

# **R. REPRESENTATIONS**

By accepting this insurance, you agree:

- The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
- 2. Those statements are based upon representations you made to us; and
- **3.** We have issued this insurance in reliance upon your representations.

# S. 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 shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and

2. Separately to each insured against whom claim is made or "suit" is brought.

# T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

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

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the execution of that contract or agreement by such insured.

- Reimbursement of any amount recovered will be made in the following order:
  - a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;
  - **b.** Next, to us; and
  - c. Then, to any person or organization (including the insured and with respect to Coverage A, the "underlying insurer") that is entitled to claim the remainder, if any.
- **3.** Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

# U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

- 1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.
- 2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

Page 16 of 23

# BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE – CONTRACTORS

This endorsement modifies insurance provided under the following: BUSINESS AUTO COVERAGE FORM

### PROVISIONS

1. The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured". 2. The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph **a**. and paragraph **d**. of this part **5**. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and noncontributory.

# DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following: ALL COVERAGE PARTS INCLUDED IN THIS POLICY

## **SCHEDULE**

CANCELLATION:	Number of Days Notice of Cancellation: 30			
NONRENEWAL:	Number of Days Notice of Nonrenewal:	30		

PERSON OR ORGANIZATION: SEE CA T8 01

ADDRESS: .

CHICAGO IL 60601

#### **PROVISIONS:**

- A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.
- **B.** If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

# DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following: ALL COVERAGE PARTS INCLUDED IN THIS POLICY

# **SCHEDULE**

CANCELLATION:

Number of Days Notice of Cancellation: <u>30</u>

PERSON OR ORGANIZATION:

Where required by written contract and on file with the Company.

ADDRESS:

## **PROVISIONS:**

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY ENDORSEMENT WC 99 06 R4 (00) - 001

POLICY NUMBER: UB-5K723986

# NOTICE OF CANCELLATION OR NONRENEWAL TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to PART SIX - CONDITIONS :

#### Notice Of Cancellation Or Nonrenewal To Designated Persons Or Organizations

If we cancel or non-renew this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation or non-renewal to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation or nonrenewal is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation or nonrenewal to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation or nonrenewal.

### SCHEDULE

Name and Address of Designated Persons or Organizations:	Number of Days Notice:
ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRIT CONTRACT THAT NOTICE OF CANCELLATION OR NONRENEWAL OF THIS POL WILL BE GIVEN, BUT ONLY IF:	
1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN R EST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RE VES NOTICE FROM US OF THE CANCELLATION OR NONRENEWAL THIS POLICY; AND 2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.	GOF CEI GOF
ADDRESS: THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.	

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured	Policy No.	Endorsement No. Premium \$		
Insurance Company	Countersigned by	CMR		
DATE OF ISSUE: 05/31/21	ST ASSIGN:	Pa		



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-5K723986

# WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

#### SCHEDULE

#### **DESIGNATED PERSON:**

#### **DESIGNATED ORGANIZATION:**

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.