



AMERRAM-04

KKELLER

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/21/2022

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

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

<b>PRODUCER</b> The Insurancenter 2901 Arizona Ave Joplin, MO 64804	<b>CONTACT NAME:</b> Dawn Oney <b>PHONE (A/C, No, Ext):</b> (417) 623-7500 <b>E-MAIL ADDRESS:</b> kkeller@theinsurancenter.com		<b>FAX (A/C, No):</b> (417) 623-0902
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b>  American Ramp Company 601 McKinley Ave Joplin, MO 64801	<b>INSURER A :</b> Gemini Ins Company		<b>NAIC #</b> 10833
	<b>INSURER B :</b> CINCINNATI INSURANCE COMPANY		10677
	<b>INSURER C :</b> Axis Surplus Insurance Company		26620
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

### COVERAGES

### CERTIFICATE NUMBER:

### REVISION NUMBER:

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

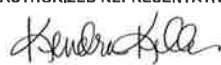
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	VMGP004575	5/22/2022	5/22/2023	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	EBA0578745	5/22/2022	5/22/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	X	X	P00100035789103	5/22/2022	5/22/2023	EACH OCCURRENCE \$ 4,000,000
							AGGREGATE \$ 4,000,000
							P/CO Aggregate \$ 4,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Project described as "City of Richmond - Dirt World"

CG2010 (1219); CG2037 (1219); VE0973 (0420); CG2404 (1219); AA288 (0620); AXIS1010402 (0417); AXIS1010461 (0417);

### CERTIFICATE HOLDER

### CANCELLATION

City of Richmond 440 Civic Center Plaza Richmond, CA 94804-0046	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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

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

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

<b>Schedule</b>	
<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
1. Any person or organization when you and such person or organization have agreed in writing in a contract, prior to an occurrence that causes "bodily injury", "property damage" or "personal injury and advertising injury", that such person or organization be added as an additional insured on your policy; and 2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. Above.	1. All locations for which you and any person or organization have agreed in writing in a contract, prior to an occurrence that causes "bodily injury", "property damage" or "personal injury and advertising injury", that such person or organization be added as an additional insured on your policy; and 2. All locations for which you and any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. Above.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

All other terms and conditions of this Policy remain unchanged.

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

<b>Schedule</b>	
<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
<p>1. Any person or organization when you and such person or organization have agreed in writing in a contract prior to an occurrence that causes "bodily injury", "property damage" or "personal injury and advertising injury", that such person or organization be added as additional insured on your policy; and</p> <p>2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. Above.</p>	<p>1. All locations for which you and any person or organization have agreed in writing in a contract, prior to an occurrence that causes "bodily injury", "property damage" or "personal injury and advertising injury", that such person or organization be added as an additional insured on your policy; and</p> <p>2. All locations for which you and any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. Above.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

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

All other terms and conditions of this Policy remain unchanged.

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Policy Number: VMGP004575

VE 09 73 04 20

Number: 56

Effective Date: 05/22/2022

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

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

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The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other Commercial General Liability insurance available to an additional insured under your policy, but only if:

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

Coverage granted to an additional insured remains subject to all terms, conditions, limitations, and exclusions set forth in the endorsement form that conferred the additional insured status. In the event of conflict between this endorsement and an endorsement conferring additional insured status, then the endorsement conferring additional insured status shall govern the scope of coverage available to the additional insured.

All other terms and conditions of this Policy remain unchanged.

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

**CinciPlus®**  
**BUSINESS AUTO XC+®**  
**(EXPANDED COVERAGE PLUS)**  
**ENDORSEMENT**

This endorsement modifies insurance provided by the following:

**BUSINESS AUTO COVERAGE FORM**

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

**A. Blanket Waiver of Subrogation**

**SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us** is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract".

**B. Noncontributory Insurance**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c.** is deleted in its entirety and replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

**C. Additional Insured by Contract**

**SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured** is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

**D. Employee Hired Auto**

**1. Changes in Liability Coverage**

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured:**

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

**2. Changes in General Conditions**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance** is deleted in its entirety and replaced by the following:

- b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**E. Audio, Visual and Data Electronic Equipment**

**SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "accident";
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
  - c. \$2,500.

Provided the equipment, at the time of the "loss" is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above; or
- c. An integral part of such equipment.

**F. Who is an Insured - Amended**

**SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured** is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.
2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

- a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;
  - b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
  - c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
  - d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.
3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

**G. Liability Coverage Extensions - Supplementary Payments - Higher Limits**

**SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments** is amended by:

1. Replacing the \$2,000 Limit of Insurance for bail bonds with \$4,000 in (2); and
2. Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in (4).

**H. Amended Fellow Employee Exclusion**

**SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee** is modified as follows:

Exclusion 5. **Fellow Employee** is deleted.

**I. Hired Auto - Physical Damage**

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000, whichever is less.
3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.



4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

#### J. Rental Reimbursement

**SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  - a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
  - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
  - a. Necessary and actual expenses incurred; or
  - b. \$50 per day.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

#### K. Transportation Expense - Higher Limits

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions** is amended by replacing \$20 per day with \$50 per day, and \$600 maximum with \$1,500 maximum in **Extension a. Transportation Expenses**.

#### L. Airbag Coverage

**SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a.** is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

#### M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":

- a. The most we will pay for "loss" in any one "accident" is the greater of:
  - (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:
    - (a) Overdue lease or loan payments;
    - (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
    - (c) Security deposits not refunded by the lessor;
    - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
    - (e) Carry-over balances from previous loans or leases, or
  - (2) Actual cash value of the stolen or damaged property.
- b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

**N. Glass Repair - Waiver of Deductible**

**SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible** is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

**O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended**

**SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a.** is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

**P. Unintentional Failure to Disclose Hazards**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud** is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

**Q. Mental Anguish Resulting from Bodily Injury**

**SECTION V - DEFINITIONS, C. "Bodily injury"** is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

**R. Coverage for Certain Operations in Connection with Railroads**

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H. "Insured contract", 1.c.** is deleted in its entirety and replaced by the following:
  - c. An easement or license agreement;
2. **SECTION V - DEFINITIONS, H. "Insured contract", 2.a.** is deleted.



Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Except for section and paragraph headings, all words in bold have a special meaning as set forth in the section entitled **DEFINITIONS**. Titles are provided for informational purposes only and do not have special meaning. The word "Insured" means the persons or entities set forth in the section entitled Who is an Insured. The words "we", "us" and "our" refer to the Insurance Company set forth in the Declarations.

In consideration of the payment of premium and in reliance upon all statements made and information furnished to the Insurer in the application, and subject to all of the terms, conditions, and limitations of this policy and any endorsements thereto, the **First Named Insured** and we agree as follows:

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### INSURING AGREEMENTS

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We will pay that part of **loss**, up to the Limits of Insurance and in excess of the applicable **underlying insurance**, that the Insured becomes legally obligated to pay provided that:

- a. such **loss** is also covered under the **underlying insurance** or would have been covered but for the exhaustion of the applicable **underlying limits**;
- b. such **underlying limits** have been exhausted by payment, in legal currency by the **underlying insurers**, of amounts covered under such applicable **underlying insurance**;
- c. as respects any **underlying insurance** that applies on a claims-made basis, if any Retroactive Date is shown in the Declarations, such Retroactive Date replaces any retroactive date shown in any **underlying insurance**; and
- d. settlement of any claim or **suit** for an amount in excess of any **underlying insurance** shall not be binding on us unless we consent in writing.

Except as otherwise set forth in this Policy, this excess insurance follows the terms, conditions, restrictions, exclusions, definitions and endorsements of the **followed policy**. Further, any exclusions or restrictions included within any layer of **underlying insurance** applies to this excess insurance. Under no circumstances will the coverage provided by this insurance be broader than any **underlying insurance**.

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### DEFENSE AND SETTLEMENT

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1. We have the right and the duty to defend the Insured against covered **suits** when the Limits of Insurance of all applicable **underlying insurance** have been exhausted by payment of **loss** or **claim expenses** (if such **claim expenses** reduce the Limits of Insurance of the **underlying insurance**) to which this insurance applies. We have such duty even if the **suit** is groundless, false or fraudulent.
2. We have the right to investigate any claim or **suit** we defend. We will pay, with respect to any claim we investigate, or any **suit** we defend, reasonable **claim expenses** to the extent such **claim expenses** are not covered by the **underlying insurance**.
3. Except as set forth in paragraph 1, we have no duty to defend any **suit**. Where we have no duty to defend, we will have the right to participate in the defense of any **suit** or in the investigation of any claim seeking **loss** to which this insurance may apply. When we exercise our right to participate in the defense, we will pay our own expenses, but we will not contribute to the expenses of the Insured or any other insurers, including any **underlying insurer**.
4. If a **suit** is covered by this insurance and is brought outside of the United States of America (including its territories and possessions), Puerto Rico or Canada, and we exercise our right to defend such **suit**, but are prevented by law, or otherwise, from defending the Insured, the Insured will initiate a defense of the **suit**. We will reimburse the Insured for reasonable and necessary **claim expenses** incurred for the defense of a **suit** seeking **loss** to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.



5. If we defend an Insured against a **suit** and an indemnitee of the Insured is also named as a party to the **suit**, we will only defend that indemnitee in the same manner and subject to the same conditions as the applicable **underlying insurance**.
6. We will not have any duty to investigate, negotiate, settle or defend any claim or **suit** after the applicable Limits of Insurance of this policy have been exhausted by the payment of covered **loss** or **claim expenses** (if such **claim expenses** reduce the Limits of Insurance pursuant to the terms of this policy), and we will have the right to withdraw from any further defense of any other claims or **suits**.

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## EXCLUSIONS

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This policy does not apply to any liability, claim, **suit**, **loss** or any other cost or expense:

### ASBESTOS

- a. directly or indirectly, arising out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of asbestos, asbestos dust, asbestos fibers, or any other form of asbestos, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to any injury or damage;
- b. arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of asbestos, asbestos dust, asbestos fibers, or any other form of asbestos;
- c. arising out of any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with a. or b. above; or
- d. arising out of any obligation to share **loss** with or repay someone else who must pay **loss** because of asbestos or products or materials containing asbestos, asbestos dust, asbestos fibers, or any other form of asbestos.

### AUTO NO-FAULT AND SIMILAR LAWS

arising out of any obligation under any **auto** no-fault, uninsured or underinsured motorists or similar laws or statutes.

### CYBER LIABILITY

arising, directly or indirectly, out of:

- a. the loss of, theft of, misappropriation of, misuse of, use of, corruption of, destruction of, alteration of, viral infestation of, penetration of, or damage to:
  - (1) any **electronic data** or any other similar data, information, application, or software:
    - (a) within any server, computer hardware, computer system, computer network, computer application, point of sale system, point of sale hardware, cloud configuration; or
    - (b) on the Internet;
  - (2) any:
    - (a) electronic chatroom or electronic bulletin board;
    - (b) Internet website, Internet application, social media application, or social network;



- (c) computer applications software, computer operations software, point of sale software, or any other similar, application or software;

within any server, computer hardware, computer system, computer network, point of sale system, cloud configuration, or on the Internet;

- b. any access to or disclosure of **electronic data** containing any person's or organization's confidential or personal information including, but not limited to, debit card information, credit card information, financial information, health information, customer lists, patents, trade secrets, processing methods, or any other form of nonpublic information.

This exclusion does not apply to the extent that **underlying insurance** for physical bodily injury or tangible property damage resulting from the cyber liability exposures described above is applicable, or would have been applicable but for the exhaustion of the limits of insurance. However, this exclusion continues to apply to that injury or damage that is:

- i. mental injury, mental anguish, emotional injury, emotional distress, or any other form of mental injury;
- ii. loss of use of tangible property that is not physically injured; or
- iii. physical injury to property that is not tangible property;

resulting from the cyber liability exposures described in paragraphs a. and b. above.

Coverage provided under the exception to this exclusion will follow the provisions, exclusions, and limitations of the applicable **underlying insurance** unless otherwise directed by more specific provisions, terms or conditions of this insurance. Such applicable **underlying insurance** must be scheduled as underlying under this policy for these exceptions to this exclusion to apply.

#### EMPLOYMENT-RELATED PRACTICES

- a. arising out of:
  - (1) refusal to hire or employ any person;
  - (2) termination or constructive termination of any person's employment, or the dismissal or discharge of any employee;
  - (3) failure to advance or promote any employee; or
  - (4) employment-related practices, policies, or acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at any past, present or future employee or any applicant for employment; or
- b. arising out of injury to the spouse, child, parent, brother, sister or any other relation to that person at whom any of the employment-related practices described in Paragraphs a. (1), (2), (3), or (4) above are directed.

This exclusion applies whether the Insured may be liable as an employer or in any other capacity, and to any obligation to share **loss** or repay someone else who must pay **loss** because of any such liability.

#### FUNGI OR BACTERIA

- a. arising, directly or indirectly, out of any actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any **fungi** or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to any injury or damage; or



- b. arising out of the abating, testing for monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, **fungi** or bacteria.

This exclusion does not apply to any injury or damage as a result of **fungi** or bacteria that are, are on, or are contained in, a good or product intended for consumption.

**LEAD**

- a. arising, directly or indirectly, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of lead or products or materials containing lead regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to any injury or damage;
- b. arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of lead;
- c. arising out of any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with paragraphs a. or b. above; or
- d. any obligation to share **loss** with or repay someone else who must pay **loss** because of lead or products or materials containing lead.

**NUCLEAR**

- a. arising out of:
  - (1) with respect to which an Insured under this policy is also an Insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, or the Nuclear Insurance Association of Canada, or would be an Insured under such policy but for its termination upon exhaustion of its Limits of Insurance; or
  - (2) the **hazardous properties of nuclear material** with respect to which:
    - (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or
    - (b) the Insured is, or had this policy not been issued, would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- b. resulting from the **hazardous properties of nuclear material**, if:
  - (1) the **nuclear material**:
    - (a) is at any **nuclear facility** owned by, or operated by or on behalf of, any Insured, or;
    - (b) has been discharged or dispersed there from;
  - (2) the **nuclear material** is contained in **spent fuel** or **waste** at any time processed, handled, used, processed, stored, transported, or disposed of by or on behalf of an Insured; or
  - (3) the injury, sickness, disease, death, destruction or loss arising out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this Subparagraph (3). applies only to injury to or destruction of or loss of property at such **nuclear facility**.





**POLLUTION**

- a. arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:
  - (1) at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any Insured;
  - (2) at or from any premises, site or location which is or was at any time used by or for any Insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (3) which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - (a) any insured; or
    - (b) any person or organization for whom any Insured may be legally responsible.
  - (4) at or from any premises, site or location on which any Insured or any contractors or subcontractors are working directly or indirectly on any Insured's behalf are performing operations if the **pollutants** are brought on or to the premises, site or location in connection with such operations by such Insured, contractor or subcontractor.
  - (5) at or from any premises, site or location on which any insured or any contractors or subcontractors are working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**.
- b. arising out of any:
  - (1) request, demand, order, or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of, **pollutants**; or
  - (2) claim or suit by or on behalf of a governmental authority or others for **loss** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

Subparagraph a. (1) of this exclusion does not apply to the extent that **underlying insurance** exists for, or would have existed but for the exhaustion of the **underlying limits** for:

- (1) injury if sustained within a building owned, rented or occupied by the insured and caused by smoke, fumes, vapors or soot caused by equipment used to heat the building; or
- (2) injury or damage arising out of heat, smoke or fumes from a **hostile fire**.

**SILICA**

- a. arising, directly or indirectly, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of silica, silica dust, silica fibers, or any products or materials containing silica regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to any injury or damage;
- b. arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of silica, silica fibers, or any products or materials containing silica;



- c. arising out of any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with paragraphs a. or b. above; or
- d. arising out of any obligation to share **loss** with or repay someone else who must pay **loss** because of silica, silica fibers, or any products or materials containing silica.

#### **TERRORISM**

arising, directly or indirectly, out of **terrorism**, including any action taken in hindering or defending against an actual or expected incident of **terrorism**; regardless of any other cause or event that contributes concurrently or in any sequence to any injury or damage.

#### **UNMANNED AIRCRAFT**

arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an **unmanned aircraft**. Use includes operation and loading or unloading. This exclusion applies even if the claims or **suits** against any Insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the occurrence, accident, or event which caused the injury or damage involved the ownership, maintenance, use or entrustment to others of any aircraft that is an **unmanned aircraft**.

As used in this exclusion, loading or unloading means the handling of property:

- 1. after it is moved from the place where it is accepted for movement into or onto an **unmanned aircraft**;
- 2. while it is in or on an **unmanned aircraft**; or
- 3. while it is being moved from an **unmanned aircraft** to the place where it is finally delivered;

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

#### **UNSOLICITED COMMUNICATIONS.**

based upon or arising, directly or indirectly, from unsolicited communications, regardless of the mode or medium of transmission or reception. This exclusion applies to communications which are actually or allegedly made in the violation of the:

- a. Telephone Consumer Protection Act (TCPA) including any amendment thereto;
- b. the CAN-SPAM Act of 2003, including any amendment thereto; or
- c. any other statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, which prohibits or limits the sending, transmitting, communicating or distribution of material or information.

#### **WAR**

arising, directly or indirectly, out of:

- a. war, including undeclared or civil war;
- b. warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.





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WHO IS AN INSURED

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Each of the following is an insured under this policy:

1. Any **Named Insured**.
2. any other person or organization qualifying as an insured in the **followed policy**, but not beyond the extent of any limitation imposed under any **Underlying Insurance**.

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LIMITS OF INSURANCE

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1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay, regardless of the number of:
  - a. Insureds;
  - b. claims made or **suits** brought; or
  - c. persons or organizations making claims or bringing **suits**.
2. If there is a limit stated in the Declarations for the General Aggregate Limit (Other than Products-Completed Operations), that amount is the most that we will pay for all **loss** under this insurance, except for **loss** arising out of the products-completed operations hazard. The General Aggregate Limit also does not apply to any coverage under this policy for automobile liability.
3. If there is a limit stated in the Declarations for the Products-Completed Operations Aggregate Limit, that amount is the most that we will pay under this insurance for injury or damage included in the products-completed operations hazard.
4. If there is a limit stated in the Declarations for the Combined Aggregate Limit, that amount is the most we will pay under this insurance for all coverages, except that this Combined Aggregate Limit does not apply to any coverage under this policy for automobile liability.
5. If there is a limit stated in the Declarations for the Total Aggregate Limit, that amount is the most we will pay under this insurance for all coverages.
6. Subject to Paragraphs 2., 3., 4. and 5. above, the Each Occurrence Limit stated in the Declarations is the most we will pay for **loss** arising out of one **event**.
7. If the applicable Limits of Insurance of the **underlying limits** are reduced or exhausted by payments of **loss**, unless otherwise specified by this policy, the Limits of Insurance of this policy will;
  - a. in the event of reduction, apply in excess of such reduced limits; and
  - b. in the event of exhaustion, continue in force as underlying insurance.
8. If **claim expenses** do not reduce the Limits of Insurance of the **underlying insurance**, then **claim expenses** will not reduce the Limits of Insurance of this policy. If **claim expenses** do reduce the Limits of Insurance of the **underlying insurance**, then **claim expenses** will also reduce the Limits of Insurance of this policy.
9. The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period, unless the policy period is extended after the issuance of this policy for an additional period of less than 12 months. In that case, the additional period will be deemed to be part of the last preceding policy period for the purposes of determining the Limits of Insurance.



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**CONDITIONS**

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**APPEALS**

If an **underlying insurer** or the involved Insured elects not to appeal a judgment in excess of the **underlying limits**, we may do so at our own expense. We will be liable for taxable costs, pre- and post-judgment interest and disbursements.

**BANKRUPTCY**

## a. Bankruptcy of Insured:

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

b. Bankruptcy of **Underlying Insurer**:

Bankruptcy or insolvency of any **underlying insurer** will not relieve us of our obligations under this policy. However, this insurance will not replace the **underlying insurance** in the event of bankruptcy or insolvency of any **underlying insurer**. This insurance will apply as if the otherwise applicable Limits of Insurance of such **underlying insurance** were available and in full effect. It shall be the **Named Insured's** sole responsibility to provide other insurance or self-insurance (including the corresponding defense obligations) to replace such **underlying insurance**.

**CANCELLATION**

- a. The **First Named Insured** shown in the Declarations may cancel this policy by mailing or delivering to us advance notice of cancellation. Such advance notice of cancellation should be mailed or delivered to the address indicated in the Declarations under the item entitled Notices to Insurer.
- b. We may cancel this policy by mailing or delivering to the **First Named Insured** written notice of cancellation at least:
  - (1) 10 days before the effective date of cancellation, if we cancel for non-payment of premium; or
  - (2) 60 days before the effective date of cancellation, if we cancel for any other reason.
- c. We will mail or deliver our notice to the **First Named Insured's** last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation and will be effective for all Insureds. All coverage will end on the effective date of cancellation.
- e. If this policy is cancelled, we will send the **First Named Insured** any premium refund due. If we cancel, the premium refund will be pro rata. If the **First Named Insured** cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a premium refund.
- f. If notice of cancellation is mailed, proof of mailing shall be considered sufficient proof of notice.

**CHANGES**

This policy (including the Declarations, Schedules and any endorsements attached hereto) contains all the agreements between the **Named Insured** and us concerning the insurance afforded. The **First Named Insured** shown in the Declarations is authorized to make changes in the terms of this policy, with our prior written consent. This policy's terms and conditions can be amended or waived only by endorsement issued by us and made a part of this policy.



**DUTIES IN THE EVENT OF AN EVENT, CLAIM OR SUIT**

- a. The **Named Insured** must see to it that we are notified in writing as soon as practicable of any **event** which is reasonably likely to result in a claim or **suit** under this policy.

To the extent possible, notice should include:

- (1) how, when and where such **event** took place;
  - (2) the names and addresses of any injured persons and witnesses; and
  - (3) the nature and location of any injury or damage.
- b. If a claim is made or **suit** is brought which is reasonably likely to be covered under this policy, the **Named Insured** must:
- (1) immediately record the specifics of the claim or **suit** and the date received; and
  - (2) notify us as soon as practicable.

the **Named Insured** and any other involved Insured must:

- (a) immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or **suit**;
  - (b) authorize us to obtain records and other information;
  - (c) cooperate with us in the investigation or settlement of the claim or defense against the **suit**; and
  - (d) assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this insurance may also apply.
- c. Without limiting the foregoing requirements, the **Named Insured** shall give us written notice of any **event**, claim or **suit**, when a payment is made or a reserve is set that brings the total of all payments made or reserves set to 50% or more of the Limits of Insurance of the **underlying insurance**.
- d. No Insured will, except at that Insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our prior written consent.
- e. The **Named Insured's** failure to provide us with the required notice of an **event** will not invalidate coverage under this insurance if such **event** was inadvertently reported to another insurer. However, the **Named Insured** is required to report any such **event** as soon as reasonably possible once the **Named Insured** becomes aware of such inadvertent reporting.
- f. If any **underlying insurance** is a policy issued by us or any affiliate of ours, then notice of any claim or **suit** under such **underlying insurance** in accordance with the provisions thereof will be deemed to be notice to us in compliance and with paragraphs a and b above.

**EXAMINATION OF THE NAMED INSURED'S BOOKS AND RECORDS**

We may examine and audit the **Named Insured's** books and records as they relate to this policy at any time during the policy period and for up to three years afterward.



## INSPECTION AND SURVEYS

We have the right, but are not obligated, to:

- a. make inspections and surveys at any time;
- b. give the **Named Insured** reports on the conditions we find; and
- c. recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public.

We do not warrant that conditions are safe or healthful or comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization that makes insurance inspections, surveys, reports or recommendations on behalf of the **underlying insurers**.

## LEGAL ACTION AGAINST US

No person or organization has a right under this policy:

- a. to join us as a party or otherwise bring us into a **suit** seeking **loss** from an Insured; or
- b. to sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an Insured; but we will not be liable for **loss** that is not payable under the terms of this policy or that is 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.

Any disputes between the **Named Insured** and us as to whether there is coverage under this insurance must be filed in the courts of the United States of America (including its territories and possessions), Canada or Puerto Rico.

## LOSS PAYMENT

All payments or reimbursements we make for **loss** because of judgments or settlements covered by this insurance will be made in U.S. currency at the prevailing exchange rate at the time the Insured becomes legally obligated to pay such sums. All payments or reimbursements we make for **claim expenses** will be made in U.S. currency at the prevailing exchange rate at the time the **claim expenses** were incurred.

## MAINTENANCE OF FOREIGN GOVERNMENT REQUIRED INSURANCE

The **Named Insured** must fully maintain any coverage required by any foreign government law, regulation or other governmental authority during the policy period, except for reduction of the aggregate limits due to payment of **loss** or **claim expenses** (if such **claim expenses** reduce the Limits of Insurance pursuant to the terms of this policy).

Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other governmental authority was in full effect.

## MAINTENANCE OF UNDERLYING INSURANCE

The **underlying insurance** listed in the Schedule of Underlying insurance shall remain in effect throughout the policy period except for the reduction of the aggregate limits due to payment of **loss** or **claim expenses** (if such **claim expenses** reduce the Limits of Insurance of such **underlying insurance**).



Failure to maintain **underlying insurance** will not invalidate this insurance. However, this insurance will apply as if the **underlying insurance** were in full effect.

The **Named Insured** must notify us as soon as practicable when any **underlying insurance** is no longer in effect.

#### OTHER INSURANCE

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

#### PREMIUM COMPUTATION

If this policy is subject to audit adjustment, as indicated on the Declarations, the rate, rating basis and estimated exposure for the policy period will be stated in the Declarations. We will compute the premium for this policy by applying the rate to each unit of exposure of the rating basis. The estimated exposure is used to determine the minimum premium and the deposit premium set forth on the Declarations. The actual exposure will be used to determine the earned premium.

At the close of each audit period, we will compute the earned premium. If the earned premium is greater than the deposit premium stated on the Declarations, the first **Named Insured** must, upon notice from us, immediately send us the difference. Subject to the earned premium, if the minimum premium is less than the deposit premium, we will return the excess premium to you. However, if the earned premium is less than the minimum premium stated on the Declarations, we will not return any premium.

In the event of mid-term cancellation, we will retain the applicable pro rata or short rate earned premium and will return the difference between the earned premium and the deposit premium.

However, in no event shall we retain less than the minimum earned premium as calculated by the minimum earned premium percentage set forth in the Declarations.

#### REPRESENTATIONS OR FRAUD

By accepting this policy, the **Named Insured** agrees:

- a. the statements in the Application are accurate and complete;
- b. those statements are based upon representations the **Named Insured** made to us;
- c. we have issued this policy in reliance upon the **Named Insured's** representations: and
- d. this policy is void in any case of intentional fraud by the **Named Insured** as it relates to this policy or any claim or **suit** under this policy.

#### SUBLIMITED UNDERLYING INSURANCE

Unless a sublimit is specifically included within the Schedule of Underlying Insurance for this Policy, this Policy shall not apply in excess of any coverage that imposes a sublimit of insurance specified in the **underlying insurance**. Any **loss** related to any sublimited coverage excluded by this policy, but provided by any **underlying insurance**, shall not be recognized by this policy as eroding or exhausting the limits of the **underlying insurance**.

#### 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 policy, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring **suit** or transfer those rights to us to help us enforce them. We will waive these rights to recover only if and to the extent such rights are waived by the insurers of any **underlying insurance**.



**UNIMPAIRED AGGREGATES OF UNDERLYING INSURANCE**

If an aggregate limit of any **underlying insurance** has been reduced below the aggregate amount shown in the Schedule of Underlying Insurance for that **underlying insurance** as a result of an **event** occurring prior to the inception date of this policy or as a result of **events** not covered by this insurance, we will apply all insurance provided by this policy as if the aggregate of the **underlying insurance** had not been reduced below the limit amount shown in the Schedule of Underlying Insurance.

This condition does not apply to any **event** subject to claims-made coverage and occurring after the retroactive date of this policy (if any).

**UNINTENTIONAL FAILURE TO DISCLOSE**

The **Named Insured's** failure to disclose all hazards existing as of the inception date of this policy will not prejudice the **Named Insured** with respect to the coverage afforded by this policy, provided that any such failure or omission is unintentional.

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**DEFINITIONS**

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Whether expressed in the singular or plural, whenever appearing in bold in this policy, the following terms shall have the meanings set forth below.

**Auto** means:

- a. a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment, or
- b. any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

But **auto** does not include mobile equipment.

**Claim expenses** means:

- a. expenses we incur in the investigation, adjustment, defense, mediation and settlement of a claim or **suit**;
- b. the cost of bonds to release attachments, but only for bond amounts within the applicable Limits of Insurance. We do not have to furnish these bonds;
- c. all reasonable expenses incurred by the Insured at our request to assist in the investigation or defense of the claim or **suit**, including actual loss of earnings up to \$500 a day because of time off from work;
- d. all court costs taxed against the Insured in the **suit**. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the Insured;
- e. prejudgment interest awarded against the Insured on that part of a judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer; or
- f. all interest on that part of any judgment covered by this policy that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of a judgment that is within the applicable limit of insurance.





**Electronic data** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**Event** means any occurrence, offense, accident, wrongful act, act, error or omission or other event to which the **underlying insurance** applies. Each of the words used in this definition shall have the same meaning as the equivalent of such words as set forth in the **followed policy**.

**First Named Insured** means the person or entity first listed as a **Named Insured** in the Declarations.

**Followed policy** means the policy or policies of insurance listed in the Schedule of Underlying Insurance and identified as **followed policy**, including any self-insured retentions or deductibles that are a part of such policies.

**Fungi** means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents, or byproducts produced or released by fungi.

**Hazardous properties** includes radioactive, toxic or explosive properties.

**Hostile fire** means a fire which becomes uncontrollable or breaks out from where it was intended to be.

**Loss** means damages the Insured becomes legally obligated to pay as judgments or settlements.

**Named Insured** means:

- a. the persons or entities listed as such in the Declarations;
- b. any persons or entities who qualify as **Named Insureds** under the **underlying insurance** as of the inception date of such **underlying insurance**;
- c. any persons or entities who, after the inception date of such insurance, are added as **Named Insureds** by endorsement to the **underlying insurance** provided we are notified of such addition and we are paid any additional premium charged by us for such additional **Named Insured**.

**Nuclear facility** means:

- a. any **nuclear reactor**;
- b. any equipment or device designed or used for:
  - (1) separating the isotopes of uranium or plutonium,
  - (2) processing or utilizing **spent fuel**, or
  - (3) handling, processing, or packaging **waste**;
- c. any equipment or device used for processing, fabricating, or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
- d. any structure, basin, excavation, premises, place prepared or used for the storage or disposal of **waste**; and includes the site on which any of the foregoing is located, all operations conducted on site and all premises used for such operations;

**Nuclear material** means "source material", "special nuclear material" or "by-product material". "Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.



**Nuclear reactor** means any apparatus designed or used to sustain nuclear fission self-supporting chain reaction or to contain critical mass of fissionable material.

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

**Spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor.

**Suit** means a civil proceeding in which covered **loss** is alleged. **Suit** includes:

- a. an arbitration proceeding in which such **loss** is claimed and to which the Insured must submit, or does submit with our consent; or
- b. any other alternative dispute resolution proceeding in which such **loss** is claimed and to which the Insured submits with our consent or the **underlying insurer's** consent.

**Terrorism** means activities against persons, organizations or property of any nature:

- a. that involve the following or preparation for the following:
  - (1) use or threat of force or violence;
  - (2) commission or threat of a dangerous act; or
  - (3) commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
- b. when one or both of the following applies:
  - (1) the effect of such activities is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
  - (2) it appears that the intent of such activities is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

**Underlying insurance** means any policies of insurance listed in the Declarations under the Schedule of Underlying Insurance.

**Underlying insurer** means any insurer who provides any policy of insurance listed in the Schedule of Underlying Insurance or any automatic renewal or replacement of any such policy, provided that such renewal or replacement provides equivalent coverage to and affords limits of insurance equal to or greater than the policy being renewed or replacement.

**Underlying limits** means the limits of insurance of the **underlying insurance**.

**Unmanned aircraft** means an aircraft of any size or type that is not:

- a. designed;
- b. manufactured; or
- c. modified after manufacture;

to be controlled directly by a person from within or on the aircraft and includes, but is not limited to:





- (1) ground support or control equipment used in conjunction with any such aircraft;
- (2) any article, device or equipment used on or in such an aircraft, or for use in the control, maintenance or operation of such an aircraft; or
- (3) training aids, instructions and manuals relating to the operation, inspection, maintenance, servicing, repair or rebuilding of such an aircraft, any part or portion thereof or ground support or control equipment used with any such aircraft.

**Waste** means any waste material:

- a. containing by-product material, and
- b. resulting from the operation by any person or organization of any **nuclear facility** included within the definition of **nuclear facility**.

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#### EXTENDED REPORTING PERIOD OPTION

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No Extended Reporting Period extends the policy period, reinstates or increases the Limits of Insurance or changes the scope of coverage provided. Extended Reporting Periods apply only to claims made during the applicable Extended Reporting Period arising out of events that occurred after the retroactive date and before the end of the policy period. Once in effect, the Supplemental Extended Reporting Period may not be cancelled except for non-payment of premium.

#### AUTOMATIC EXTENDED REPORTING PERIOD

If we cancel or non-renew this Policy, and if also provided in each layer of the underlying insurance, an automatic Extended Reporting Period is provided without an additional premium charge. This period starts upon cancellation or non-renewal of the policy period and lasts for sixty (60) days. The automatic Extended Reporting Period does not apply to claims that are covered under any subsequent insurance that you purchase, or that would be covered but for the exhaustion of the amount of insurance applicable to such claims.

#### SUPPLEMENTAL EXTENDED REPORTING PERIOD

If we cancel this policy for reasons other than non-payment of premium, or if we non-renew this policy, and if and to the extent supplemental extended reporting periods have been selected in each layer of the underlying insurance, the **Named Insured** will have the right to purchase a Supplemental Extended Reporting Period. The Supplemental Extended Reporting Period, if purchased, will incept immediately following the effective date of cancellation or nonrenewal.

The Supplemental Extended Reporting Period and the applicable premium are determined by us in accordance with our rules and rates and in accordance, with any applicable filings. You must provide us with a written request for the Supplemental Extended Reporting Period within thirty (30) days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due. Once in effect, the Supplemental Extended Reporting Period cannot be canceled except for non-payment of premium. The additional premium for the Supplemental Extended Reporting Period will be due within sixty (60) days after the end of the policy period.

*SIGNATURE PAGE FOLLOWS.*



**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Insurer has caused this policy to be issued by affixing hereto the facsimile signatures of its President and Secretary.

A handwritten signature in black ink, appearing to read "Andrew Weissert".

Secretary

Andrew Weissert, Secretary

A handwritten signature in black ink, appearing to read "Carlton W. Maner".

President

Carlton W. Maner, President



Endorsement Number	Effective Date of Endorsement	Policy Number	Premium
4	12:01 a.m. on 05/22/2022	P-001-000357891-03	N/A

**AMENDATORY ENDORSEMENT – NON-CONTRIBUTORY CLAUSE**

The Other Insurance condition set forth in the CONDITIONS section of the policy shall not apply when a contract, into which you have entered, requires the Commercial General Liability Policy shown in the Schedule of Underlying Insurance to be primary. However, this exception to the Other Insurance Condition applies only as respects liability arising out of your operations, **your work**, or premises owned or rented to you. Additionally, this condition will not apply to insurance specifically written as excess over this policy.

All other provisions of the policy remain unchanged.

Policy Number: VMGP004575

CG 24 04 12 19

Number: 50

Effective Date: 05/22/2022

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

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

<b>Schedule</b>
<p><b>Name Of Person(s) Or Organization(s):</b></p> <p>Any person or organization when you and such person or organization have agreed in writing in a contract, prior to an occurrence that causes, "bodily injury", "property damage" or "personal injury and advertising injury", that you would provide such person or organization a waiver if transfer of right or recovery against other to us on your policy and 2. Any other person or organization you would provide a waiver of transfer of right of recovery against others to us on your policy under the contract or agreement described in Paragraph 1. Above.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

All other terms and conditions of this Policy remain unchanged.



## Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**American Ramp Company**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

C Corporation

S Corporation

Partnership

Trust/estate

Other (see instructions) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3)

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.  
**601 S McKinley Ave**

6 City, state, and ZIP code  
**Joplin, MO 64801**

7 List account number(s) here (optional)

Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-			-				
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or

Employer identification number

3	5	-	2	3	5	3	3	0	8
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### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here      Signature of U.S. person ▶      Date ▶ 1-4-2022

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*