

# RESTORATION RISK RETENTION GROUP, INC.

76 St. Paul Street, Suite 500  
Burlington, VT 05401

**NOTICE: THIS POLICY IS ISSUED BY YOUR RISK RETENTION GROUP. YOUR RISK RETENTION GROUP MAY NOT BE SUBJECT TO ALL OF THE INSURANCE LAWS AND REGULATIONS OF YOUR STATE. STATE INSURANCE INSOLVENCY GUARANTY FUNDS ARE NOT AVAILABLE FOR YOUR RISK RETENTION GROUP.**

## CLAIMS MADE AND REPORTED COVERAGE CONTRACTOR'S POLLUTION LIABILITY POLICY

### DECLARATIONS

NOTICE: THIS IS A CLAIMS-MADE AND REPORTED POLICY. AMOUNTS INCURRED FOR LEGAL DEFENSE SHALL BE APPLIED AGAINST THE DEDUCTIBLE AMOUNT AND ALSO SHALL REDUCE THE LIMIT OF LIABILITY AVAILABLE TO PAY OTHER COSTS COVERED BY THIS INSURANCE.

**POLICY NUMBER: RPU111168**

Item 1. **Named Insured and Address:** **GB Restoration Services, LLC**  
1569 Stone Ridge Drive  
Stone Mountain, GA 30083

Item 2. **Coverage Period from: 7/25/2015 to 7/25/2016**  
12:01 AM Standard Time at the address of the named insured shown above.

Item 3. **Designated Site Location:**  
Any non-owned site of the above Franchisee covered  
by a specific contract under a Franchise License.

Item 4. **Limit of Liability:** \$ 1,000,000 Each Claim  
\$ 2,000,000 Aggregate

Item 5. **Deductible:** \$1500 Each Claim

Item 6. **Retroactive Date:** 7/25/2011

Item 7. **Policy Premium:** **\$ 5554**

Item 8. **Forms and Endorsements:** Refer to RCP 1003 (01/05)

Agent: Affinity Insurance Services, Inc.  
159 East County Line Road  
Hatboro, PA 19040  
Telephone: (866) 231-2006  
[RRRGinsurance@aon.com](mailto:RRRGinsurance@aon.com)

Countersigned:



Date: August 5, 2015

AUTHORIZED REPRESENTATIVE

RPU 3000 (04/12)

# **RESTORATION RISK RETENTION GROUP, INC.**

Policy Number: **RPU111168**

## **SCHEDULE OF NAMED INSURED(S)**

Named Insured: **GB Restoration Services, LLC**

Effective Date: **7/25/2015**

12:01 A.M. Standard Time

Agent Name: Affinity Insurance Services, Inc.

### **THE NAMED INSURED ON THE DECLARATIONS PAGE IS AMENDED TO INCLUDE:**

GB Restoration Services, LLC dba Servpro of Stone Mountain/Clarkston



## **RESTORATION RISK RETENTION GROUP**

**76 St. Paul Street, Suite 500, Burlington, VT 05401**

### **Affinity Insurance Services, Inc.**

159 East County Line Road  
Hatboro, PA 19040  
Phone (866) 231-2006  
Email: [RRRGinsurance@aon.com](mailto:RRRGinsurance@aon.com)

#### **IMPORTANT NOTICE**

In the event you have sustained a claim, please immediately contact:

Cannon Cochran Management Services, Inc. (CCMSI)  
133 S. 11<sup>th</sup> St., Suite 430  
St. Louis, Missouri 63102  
Phone: (800) 638-3312 (Toll Free)  
Phone: (314) 418-5539 (Direct)  
Fax: (217) 477-4999  
[pkurtz@ccsmi.com](mailto:pkurtz@ccsmi.com)

# RESTORATION RISK RETENTION GROUP, INC.

Policy Number: **RPU111168**

## SCHEDULE OF FORMS & ENDORSEMENTS

Named Insured: **GB Restoration Services, LLC**

Effective Date: **7/25/2015**  
12:01 A.M. Standard Time

Agent Name: Affinity Insurance Services, Inc.

<u>End't No.</u>	<u>Form Name</u>	<u>Form Number / Edition Date</u>
	Policy Declarations	RPU 3000 (04/12)
	Schedule of Named Insured(s) (if applicable)	RCP 1006 (01/05)
	Important Notice	RCP 1001 (04/14)
	Schedule of Forms & Endorsements	RCP 1003 (01/05)
	Notice of Loss/Notice of Claim	RPU 3001 (04/14)
	Pollution Liability Coverage Form	CG 00 39 (04/13)
	Pollution Liability Amendment	RPU 3002 (09/09)
	Additional Insured – Designated Person or Organization	CG 20 26 (11/85)
	Punitive Damage Exclusion	RCP 1008 (06/06)
	Limited Disturbance of Lead Paint Exclusion	RPU 3013 (04/10)
	Endorsement – Construction Exclusion	RCP 1010 (04/11)
	Endorsement – Other Business Owned Exclusion	RCP 1011 (10/07)
	Endorsement – Asbestos Abatement Exclusion	RPU 3014 (11/11)
	Terrorism Exclusion – All Terrorism	RCP 1012 (09/09)
	Common Policy Conditions	IL 00 17 (11/98)
	Georgia Changes – Cancellation and Nonrenewal	IL 02 62 (09/08)

RCP 1003 (01/05)

NOTICE OF LOSS/NOTICE OF CLAIM

INSTRUCTIONS: PLEASE ATTACH ALL CORRESPONDENCE RELATING TO THIS NOTICE OF LOSS AND MAIL COPIES OF THIS NOTICE TO THE ADDRESS BELOW:

Cannon Cochran Management Services, Inc. (CCMSI)  
133 S. 11<sup>th</sup> St., Suite 430  
St. Louis, Missouri 63102  
Phone: (800) 638-3312 (Toll Free)  
Phone: (314) 418-5539 (Direct)  
Fax: (217) 477-4999  
pkurtz@ccsmi.com

Date of Notice:

NAMED INSURED:  
ADDRESS:  
City/State/ZIP

TELEPHONE:  
CONTACT:

BROKER NAME:

BROKER:  
ADDRESS:

TELEPHONE:  
CONTACT:

POLICY INFORMATION:

Policy Number. \_\_\_\_\_ To  
Policy Period: From \_\_\_\_\_

Loss Information:

Loss Location:

Date & Description of Loss:

For Restoration Risk Retention Group, Inc. use Only:

Date Claim Notice Received:

Date of Claim:

Company/Person Filing Suit (if applicable):

*NOTE: Any person who knowingly files a Statement of Claim containing any false or misleading information is subject to criminal and civil penalties.*

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# POLLUTION LIABILITY COVERAGE FORM DESIGNATED SITES

**THIS FORM PROVIDES CLAIMS-MADE COVERAGE.  
PLEASE READ THE ENTIRE FORM CAREFULLY.**

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance.

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 – POLLUTION LIABILITY COVERAGE

### 1. Insuring Agreement – Bodily Injury And Property Damage Liability

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

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or "clean-up costs".

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

(1) The "bodily injury" or "property damage" is caused by a "pollution incident" from an "insured site" or "waste facility" in the "coverage territory";

(2) The "bodily injury" or "property damage" is caused by a "pollution incident" that commences on or after the Retroactive Date shown in the Declarations;

(3) The insured's responsibility to pay damages because of "bodily injury" or "property damage" is determined in a "suit" on the merits in the "coverage territory" or in a settlement we agree to; and

(4) A claim for damages because of the "bodily injury" or "property damage" is first made against any insured, in writing, in accordance with Paragraph c. below, during the policy period or any Extended Reporting Period we provide under Section V – Extended Reporting Period Option.

c. A claim by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:

(1) When notice of such claim is received and recorded by any insured or by us, whichever comes first; or

(2) When we make a settlement in accordance with Paragraph a. above.

All claims for damages because of "bodily injury" to the same person, including damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury", will be deemed to have been made at the time the first of those claims is made against any insured.

All claims for damages because of "property damage" causing loss to the same person or organization as a result of a "pollution incident" will be deemed to have been made at the time the first of those claims is made against any insured.

## 2. Insuring Agreement – Reimbursement Of

### Mandated Off-Site Clean-Up Costs

a. We will pay for "clean-up costs" that the insured becomes legally obligated to pay for because of "environmental damage" to which this insurance applies. We have the right but not the duty to investigate, settle, contest or appeal, at our expense, any obligation asserted against an insured to pay "clean-up costs". But the amount we will pay for such "clean-up costs" is limited as described in Section III – Limits Of Insurance; and

b. This insurance applies to "environmental damage" only if:

(1) The "environmental damage" is caused by a "pollution incident" that commences on or after the Retroactive Date shown in the Declarations from an "insured site" or "waste facility" in the "coverage territory"; and

(2) The insured's obligation to pay "clean-up costs" because of the "environmental damage" is asserted under the statutory authority of the government of the United States of America, Canada or any governmental subdivisions of the United States or Canada. Notice asserting such obligation must be first received by you during the policy period.

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

### 4. Exclusions

This insurance does not apply to:

#### a. Prior Pollution Incidents

"Bodily injury", "property damage" or "environmental damage" caused or contributed to by any "pollution incident" that commenced prior to the Retroactive Date shown in the Declarations.

#### b. Expected Or Intended Injury

"Bodily injury", "property damage" or "environmental damage" expected or intended from the standpoint of the insured.

#### c. Contractual Liability

"Bodily injury", "property damage" or "environmental damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

#### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

#### e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

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

#### f. Damage To Property Or Environment

"Property damage" or "environmental damage" to:

(1) A "waste facility";

(2) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(3) Premises you sell, give away or abandon, if the "property damage" or "environmental damage" arises out of any part of those premises;

(4) Property loaned to you; or

(5) Personal property in the care, custody or control of the insured.

#### g. Clean-Up Costs

"Clean-up costs" or any other expense incurred by you or others to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize "pollutants" on or at:

(1) A "waste facility"; or

(2) Premises you own, rent or occupy;

or to any recovery claimed for such cost or expense.



#### **h. Products-Completed Operations Hazard**

"Bodily injury", "property damage" or "environmental damage" included within the "products-completed operations hazard" and arising out of an emission, discharge, release or escape which originates away from any "insured site".

#### **i. Offshore Facility**

"Bodily injury", "property damage" or "environmental damage" arising out of the ownership or operation of any offshore facility as defined in the Outer Continental Shelf Lands Act Amendment of 1978 or the Clean Water Act of 1977 as amended 1978 or any deepwater port as defined in the Deepwater Port Act of 1974 as amended or as may be amended.

#### **j. Closed Waste Sites**

"Bodily injury", "property damage" or "environmental damage" arising out of a "pollution incident" from an "insured site" or any part of an "insured site" that was used by you for the storage, disposal, processing or treatment of waste materials and was:

- (1) Sealed off, closed, abandoned or alienated prior to the Retroactive Date shown in the Declarations of this Coverage Part; or
- (2) Sealed off or closed subject to statute, ordinance or governmental regulation or directive requiring maintenance or monitoring during or after sealing off or closure.

#### **k. Aircraft, Auto, Rolling Stock Or Watercraft**

"Bodily injury", "property damage" or "environmental damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto", rolling stock or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

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

**This exclusion does not apply to:**

- (1) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured; or
- (2) "Bodily injury" or "property damage" arising out of:
  - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
  - (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

#### **l. Wells**

"Bodily injury", "property damage" or "environmental damage" arising out of the emission, discharge, release or escape of drilling fluid, oil, gas or other fluids from any oil, gas, mineral, water or geothermal well.

#### **m. Failure To Comply With Environmental Laws**

"Bodily injury", "property damage" or "environmental damage" arising out of a "pollution incident" which results from or is directly or indirectly attributable to failure to comply with any applicable statute, regulation, ordinance, directive or order relating to the protection of the environment and promulgated by any governmental body, provided that failure to comply is a willful or deliberate act or omission of:

- (1) The insured; or
- (2) You or any of your members, managers, partners or "executive officers".

#### **n. Acid Rain**

"Bodily injury", "property damage" or "environmental damage" arising out of acid rain.

#### **o. War**

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

- (1) War, including undeclared or civil war;

- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Electronic Data**

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

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

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

**SUPPLEMENTARY PAYMENTS**

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

- 1. All expenses we incur.
- 2. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- 3. 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.
- 4. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- 5. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
- 6. Expenses incurred by the insured for first aid administered to others at the time of any accident, for "bodily injury" to which this insurance applies.

These payments will not reduce the limits of insurance.

**SECTION II – WHO IS AN INSURED**

- 1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members and your partners and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- 2. Each of the following is also an insured:
  - a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:
    - (1) "Bodily injury":
      - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;
      - (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (1)(a) above; or
      - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (a) or (b) above.
    - (2) "Property damage" or "environmental damage" to property:
      - (a) Owned, occupied or used by;

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
  - b. Any person or organization having proper temporary custody of your property if you die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.
  - c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
  - b. Coverage does not apply to "bodily injury", "property damage" or "environmental damage" that occurred before you acquired or formed the organization.

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

### SECTION III – LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought;
  - c. Persons or organizations making claims or bringing "suits"; or
  - d. Governmental actions taken with respect to "clean-up costs".
- 2. The Aggregate Limit is the most we will pay for the sum of:
  - a. All damages because of all "bodily injury" and "property damage"; and
  - b. All "clean-up costs" incurred because of all "environmental damage".

- 3. We will pay damages and "clean-up costs" only for the amount of the damages or "clean-up costs" which are in excess of the deductible amount, if any, shown in the Declarations. Subject to the Aggregate Limit above, the most we will pay in any one "pollution incident" for the sum of:
  - a. All damages because of all "bodily injury" and "property damage"; and
  - b. All "clean-up costs" incurred because of all "environmental damage";
 will be the lesser of:
  - (1) The Each "Pollution Incident" Limit; or
  - (2) The sum of those damages and "clean-up costs".

We may, or will if required by law, pay all of any deductible amount, if applicable, to effect settlement of any claim or "suit". Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

### SECTION IV – POLLUTION LIABILITY CONDITIONS

#### 1. Bankruptcy

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

#### 2. Duties In The Event Of A Pollution Incident, Claim Or Suit

- a. You must see to it that we are notified promptly of a "pollution incident" which may result in a claim or any action or proceeding to impose an obligation on the insured for "clean-up costs". Notice should include:
  - (1) How, when and where the "pollution incident" took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the "pollution incident".
 Notice of a "pollution incident" is not notice of a claim.

**b.** If a claim is made or "suit" is brought against any insured or an action is initiated, you must see to it that we receive prompt written notice of the claim or "suit" or notice of action.

**c.** You and any other involved insured must:

- (1)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2)** Authorize us to obtain records and other information;
- (3)** Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4)** Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

**d.** No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

### **3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a.** To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b.** To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### **4. Other Insurance**

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

#### **a. Primary Insurance**

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

#### **b. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

- (1)** That is effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to "bodily injury" or "property damage" on other than a claims-made basis, if:
  - (a)** No Retroactive Date is shown in the Declarations of this insurance; or
  - (b)** The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this insurance; or
- (2)** If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **k.**

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

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

- (a)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b)** The total of all deductible and self-insured amounts under all that other insurance.

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

#### **c. Method Of Sharing**

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

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.



**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

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

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

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

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

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

**9. Coverage Part Issued To Comply With Law Or Regulation**

If this policy is issued to comply with any law or regulation which requires notice of cancellation to any governmental body, cancellation may not be effected until the required notice has been provided by you or us.

**SECTION V – EXTENDED REPORTING PERIOD OPTION**

**1. This section applies only if:**

- a. We cancel or non-renew this Coverage Part for any reason except non-payment of the premium; or
- b. We renew or replace this Coverage Part with other Pollution Liability insurance that:
  - (1) Provides claims-made coverage for Bodily Injury and Property Damage Liability; and
  - (2) Has a Retroactive Date later than the one shown in this Coverage Part's Declarations.

**2. If we provide the Extended Reporting Period Endorsement:**

- a. A claim first made within one year after the end of the policy period will be deemed to have been made on the last day of the policy period, provided that the claim is for damages because of "bodily injury" or "property damage" that occurred before the end of the policy period.
- b. All loss of use which results from physical injury to, destruction of or contamination of tangible property shall be deemed to occur at the time of the physical injury that caused it.
- c. All loss of use of tangible property that is not physically injured, destroyed or contaminated, but has been evacuated, withdrawn from use or rendered inaccessible because of a "pollution incident" shall be deemed to occur at the time of the "pollution incident" that caused it.
- d. The Extended Reporting Period Endorsement will not reinstate or increase the Limits of Insurance or extend the policy period.

**3. We will issue this Endorsement if the first Named Insured shown in the Declarations:**

- a. Makes a written request for it which we receive within 30 days after the end of the policy period; and
- b. Promptly pays the additional premium when due.

The Extended Reporting Period Endorsement will not take effect unless the additional premium is paid when due. If that premium is paid when due, the Endorsement may not be cancelled.

The Extended Reporting Period Endorsement will also amend Paragraph 4.b., Other Insurance of Section IV – Pollution Liability Conditions so the insurance provided will be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the Endorsement takes effect.

4. We will determine the actual premium for the Extended Reporting Period Endorsement in accordance with our rules and rates. In doing so, we may take into account the following:
  - a. The exposures insured;
  - b. Previous types and amounts of insurance;
  - c. Limits of Insurance available under this Coverage Part for future payment of damages; and
  - d. Other related factors.

The premium for the Extended Reporting Period Endorsement will not exceed 50% of the annual premium for this Coverage Part and will be fully earned when the endorsement takes effect.

5. If we fail to offer to renew this Coverage Part at the same rates or with the same form, that will not constitute cancellation or nonrenewal by us.

## SECTION VI – DEFINITIONS

1. "Auto" means:

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

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

2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
3. "Clean-up costs" means expenses for the removal or neutralization of contaminants, irritants or "pollutants".
4. "Coverage territory" means the United States of America (including its territories and possessions), Puerto Rico and Canada.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Environmental damage" means the injurious presence in or upon land, the atmosphere, or any watercourse or body of water of solid, liquid, gaseous or thermal contaminants, irritants or "pollutants".
7. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
8. "Insured site" means the specific location specified in the Declarations.

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

10. "Loading or unloading" means the handling of property:

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

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

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

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

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

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

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

12. "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.
13. "Pollution incident" means emission, discharge, release or escape of "pollutants" into or upon land, the atmosphere, or any watercourse or body of water, provided that such emission, discharge, release or escape results in "environmental damage". The entirety of any such emission, discharge, release or escape shall be deemed to be one "pollution incident".
14. "Products-completed operations hazard":
  - a. Includes all "bodily injury", "property damage" and "environmental damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
    - (1) Products that are still in your physical possession; or
    - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
      - (a) When all of the work called for in your contract has been completed.

- (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

- b. Does not include "bodily injury", "property damage" or "environmental damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

- (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

**15. "Property damage" means:**

- a. Physical injury to, destruction of or contamination of tangible property, including all resulting loss of use of that property; or

- b. Loss of use of tangible property that is not physically injured, destroyed or contaminated, but has been evacuated, withdrawn from use or rendered inaccessible because of a "pollution incident".

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

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

16. "Suit" means a civil proceeding in which damages because of "bodily injury" or "property damage" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 17. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 18. "Waste facility" means any site to which waste from the operations of an "insured site" is legally consigned for delivery or delivered for storage, disposal, processing or treatment, provided that such site:
  - a. Is licensed by state or federal authority to perform such storage, disposal, processing or treatment; and
  - b. Is not and never was owned by, rented or loaned to you.
- 19. "Your product":
  - a. Means:
    - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
      - (a) You;
      - (b) Others trading under your name; or
      - (c) A person or organization whose business or assets you have acquired; and
    - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
  - b. Includes:
    - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
    - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.
- 20. "Your work":
  - a. Means:
    - (1) Work or operations performed by you or on your behalf; and
    - (2) Materials, parts or equipment furnished in connection with such work or operations.
  - b. Includes:
    - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
    - (2) The providing of or failure to provide warnings or instructions.



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

## **AMENDMENTS**

This endorsement modifies insurance provided under the following:

### **POLLUTION LIABILITY COVERAGE PART**

A. The following is added...

#### **SECTION I – POLLUTION LIABILITY COVERAGE**

##### **1. Insuring Agreement – Bodily Injury And Property Damage Liability**

Upon the insured's satisfaction of any applicable **Deductible** amounts, **Claim Expenses** shall be paid by the Company and such payments shall reduce the available limit of insurance. The Company shall not be obligated to defend or continue to defend any "suit" after the applicable limit of insurance has been exhausted by payment of judgments, settlements, "clean-up costs" or **Claim Expenses**.

**Deductible** means:

- 1) The amount shown on the declaration page.
- 2) The **Deductible** includes **claim expenses**.

**Claim Expenses** means:

1. Fees charged by any lawyer designated by the Company; and
2. All other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a "suit" if authorized by the Company.

**Claim Expenses** shall not include:

1. The salaries of any employee of the Company; and costs, charges or other expenses incurred by the **insured** for goods supplied or services performed by or on behalf of the staff or salaried employees of the insured, or its parent, subsidiary or affiliate, unless such costs, charges or other expenses are incurred with the prior written approval of the Company at its sole discretion.

B. **Section I.4.c., Exclusions – Contractual Liability** is amended to include the following:

This exclusion also does not apply to that part of any other contract or agreement whereby Servpro Industries, Inc., Servpro Holding Company, Inc. or ERnet Property Resources Group, LLC assumes liability or agrees to indemnify a third person or organization for "bodily injury" or "property damage" arising out of your operations or premises owned by or rented to you.

C. **Section IV – Pollution Liability Conditions** is amended to include:

#### **10. Arbitration**

- (1) Every claim or dispute arising out of or relating to the performance or non-performance of this policy including, without limitation, any alleged torts, and specifically including any claims regarding the validity, scope, and enforceability of this Section shall be determined by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), or as otherwise agreed by the parties. The place of arbitration shall be either Davidson County or Sumner County, Tennessee. Either party hereto may demand arbitration by written notice to the other party and to the AAA in Nashville, Tennessee. Either you or we may make a written demand for arbitration.

- (2) The parties shall mutually agree on one arbitrator. The arbitrator shall be a person who is expert in the subject matter of the dispute. If the parties cannot so agree, the single arbitrator shall be selected by the AAA.
- (3) The arbitrator shall not have any power to alter, modify or change any of the terms of this policy or to grant any remedy which is either inconsistent with or prohibited by the terms of this policy, or not available in a court of law. The arbitrator shall have no power to award punitive, special, consequential, incidental, or consequential damages.
- (4) The arbitrator shall, within thirty (30) days after the matter has finally been submitted to him or her, render a written decision making specific findings of fact and setting forth the reasons for the decision which shall be consistent with the terms of this policy. The parties intend that this agreement to arbitrate be valid, binding, enforceable and irrevocable. The terms of this Section shall survive the termination or expiration of this policy. Judgment on any award of the arbitrator shall be binding and may be entered in any court having jurisdiction thereof.
- (5) The parties agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this policy and that any party may, in its sole discretion, ask for specific performance and/or injunctive relief in order to enforce or prevent any violations of the provision of this policy pending arbitration.
- (6) The prevailing party or most prevailing party will be entitled to reasonable costs and expenses from the non-prevailing party, including, without limitation, attorneys' fees. The non-prevailing party will pay all costs of arbitration. Time is of the essence of this arbitration procedure. Any and all legal proceedings to enforce this policy (including any action to compel arbitration hereunder or to enforce any award or judgment rendered thereby) shall be governed in accordance with this Section XI.

**Acknowledgement of Arbitration.** Each party to this policy understands and agrees that this policy contains an agreement to arbitrate (the "Arbitration Agreement"). Each party understands and agrees that after execution of this policy, no party will be able to bring a lawsuit concerning any dispute that may arise which is covered by the Arbitration Agreement, unless it involves a question of constitutional or civil rights. Instead, each of the parties agrees to submit any such dispute to an impartial arbitrator or arbitrators.

**D. Section VI.8, Definitions – "Insured Site" is amended to include:**

Any site where you, your "employees" or your subcontractors are performing operations on your behalf, provided that the site is not, and never was, owned by, operated by, rented to or loaned to you

**E. Section VI.12, Definitions – "Pollutants" is amended to include:**

"Pollutants" also includes fungi and their spores, bacterial matter and viruses, whether living or not, including without limitation, mold and mildew.

**F. Section VI.20, Definition – "Your Work" is amended with limitation to coverage for subcontractors as follows:**

**a. Means:**

- (1) Work or operations performed by you or your employees.
- (2) Work performed on your behalf which is covered by an agreement between **Servpro** an/or **ERnet Property Resources Group, LLC ("ERnet")** and an insurance carrier or other party pursuant to which **Servpro** or **ERnet** or others are authorized to refer certain property restoration work to a **Servpro** franchisee and pursuant to which **Servpro** or **ERnet** provide indemnity and/or work warranties and/or work guaranties for you work.
- (3) Materials, parts or equipment furnished in connection with such work or operations.

**b. Includes:**

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

Policy : **RPU111168**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

POLLUTION LIABILITY COVERAGE PART.

### **SCHEDULE**

**Name of Person or Organization:** Servpro Industries, Inc., Servpro Holding Company, Inc., ERnet Property Resources Group, LLC, Servpro Commercial, LLC and Servpro Catastrophe, LLC, their affiliates and their respective directors, officers, employees and agents

**WHO IS AN INSURED (Section II)** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule as an insured but only with respect to liability and a duty to defend for “bodily injury” or “property damage” caused, in whole or in part, by “your work” at the location designated in the schedule of this endorsement performed for that additional insured and included in the “products and completed operations hazard”.

## **PUNITIVE DAMAGE EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE POLICY  
CONTRACTOR'S POLLUTION LIABILITY POLICY  
LIMITED SERVICE AND REPAIR LIABILITY POLICY

Coverage under this policy does not apply to a claim of or indemnification for **punitive or exemplary damages.** If a suit shall have been brought against the insured for a claim falling within the coverages provided under the policy, seeking both compensatory and punitive or exemplary damages, then the company will afford a defense to such action. The company shall not have an obligation to pay for any costs, interest, or damages attributable to punitive or exemplary damages. If applicable law provides for statutory multiple damage awards, the company will pay only the amount of the award before the multiplier is applied.

For example; If applicable law allows treble damages, the company will pay as follows: If the base award is \$1,000 and the court may then multiply that amount by three, finalizing the award at \$3,000. The company will pay (subject to the limit of the insurance) \$1,000. The remaining \$2,000 award plus the deductible (if any) will be paid by the insured.

This endorsement applies to all Liability Coverage Policy forms in whole and to all coverage endorsements, forms and/or amendments that may be added during the policy period unless the policy is amended specifically rescinding this exclusion endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## **LIMITED DISTURBANCE OF LEAD PAINT EXCLUSION ENDORSEMENT**

In consideration of the premium paid, the policy is hereby amended as follows:

### **POLLUTION LIABILITY COVERAGE PART**

#### **Section I. Pollution Liability Coverage**

#### **4. Exclusion o. is hereby added to the policy:**

##### **o. Disturbance of Lead Paint**

"Bodily injury", "property damage" or "environmental damage" arising out of the disturbance of lead paint or any substance or matter containing lead paint or the residue of lead paint, except as follows:

- a) The accidental disturbance of lead paint, in any structure, as a result of "your work" performed under a Servpro contract; or
- b) The deliberate disturbance of lead paint is a covered cause of loss for "your work" performed under the federal guidelines of the Environmental Protection Agency for Lead-Based Paint Poisoning Prevention in Certain Residential Structures, 40 CFR 745.80 et seq. as limited herein. For coverage to apply:
  - 1) The named insured or a designated employee of the named insured must be a qualified and certified renovator as specified in 40 CFR 745.80 et seq.
  - 2) Only lead paint removal or disturbance directly arising out of a Servpro fire, water or disaster remediation job at "Insured Sites" are covered. Lead paint abatement solely performed to remove lead paint contamination is not covered.
  - 3) Coverage also applies to any qualified and certified sub contractor hired by the named insured to perform lead paint operations under 40 CFR 745.80 et seq., but only in respect to liability the named insured becomes legally obligated for as a result of the sub contractor being uninsured at the time of remediation. An extra deductible for any claim involving an uninsured sub contractor will apply as specified below.
  - 4) Coverage does not apply to any fines or penalties levied against the insured by any regulatory agency empowered to administer or regulate any environmental laws or regulations.
  - 5) Coverage hereunder shall be subject to and not in addition to the Limits of Liability set forth on the Declaration Page of the policy. Coverage shall also be subject to the Deductible set forth on the Declaration Page of the policy; provided, however, the Deductible applicable to Each Claim involving an uninsured subcontractor shall be increased to \$10,000.

All Other Terms and Conditions Remain Unchanged

# RESTORATION RISK RETENTION GROUP, INC.

Named Insured: **GB Restoration Services, LLC**

## ENDORSEMENT

Policy Number: **RPU111168**

Policy Effective Date: **7/25/2015**  
12:01 A. M. Standard Time

Agent Name: Affinity Insurance Services, Inc.

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

In consideration of the premium charged, it is hereby understood and agreed that this policy is amended as follows:

Coverage is excluded for all construction work performed outside the scope of your work as a Servpro Franchisee and all construction work not directly connected to fire, water, mold and disaster restoration work performed by you and/or on your behalf.



**Mark Nunes**  
**Authorized Representative**

# **RESTORATION RISK RETENTION GROUP, INC.**

Named Insured: **GB Restoration Services, LLC**

## **ENDORSEMENT**

Policy Number: **RPU111168**

Policy Effective Date: **7/25/2015**  
12:01 A. M. Standard Time

Agent Name: Affinity Insurance Services, Inc.

### **THIS ENDORSMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

No coverage is afforded under this policy for any business entity owned by or controlled by any owner, officer, partner, or shareholder of

GB Restoration Services, LLC dba Servpro of Stone Mountain/Clarkston

at the inception date of this policy, or any business acquired after the inception date of this policy, unless the business entity is declared within this policy as the named insured or additional named insured.



**Mark Nunes**  
**Authorized Representative**

# **RESTORATION RISK RETENTION GROUP, INC.**

Named Insured: **GB Restoration Services, LLC**

## **ASBESTOS ABATEMENT EXCLUSION ENDORSEMENT**

Policy Number: **RPU111168**

Policy Effective Date: **7/25/2015**  
12:01 A. M. Standard Time

Agent Name: Affinity Insurance Services, Inc.

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

Coverage under this policy does not apply to any asbestos abatement work you perform or any asbestos abatement work performed on your behalf. Asbestos abatement shall be defined as the deliberate disturbance of known asbestos or asbestos containing material, in any structure or confined space, for the purpose of eliminating the full or partial presence of asbestos or asbestos containing material from any structure or confined space. This endorsement does not apply to the accidental disturbance of asbestos or asbestos containing materials in the course of fire, water or disaster remediation where the presence of asbestos or asbestos containing materials were unknown to you.



**This endorsement, effective 12:01AM**

**Forms a part of Policy No: RPU111168**

**Issued To: GB Restoration Services, LLC**

Issued by: Restoration Risk Retention Group, Inc.

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

**TERRORISM EXCLUSION-ALL TERRORISM (INCLUDING CERTIFIED ACTS OF TERRORISM)**  
**EXCLUSION ENDORSEMENT**

Pursuant to the requirements of the Terrorism Risk Insurance Act of 2002, the "Act," the **Insured** has been provided notice that the **Insured** may elect to purchase coverage for loss covered under this Policy arising directly or indirectly as a result of a certified "act of terrorism" as defined by Section 102., Definitions of the Act and any revisions or amendments thereto and the premium charge for such coverage.

After receiving such notice, the **Insured** has elected not to purchase coverage for such certified "acts of terrorism" and has agreed to the inclusion of a Terrorism Exclusion. Therefore, this Policy is amended to include the following exclusion:

The Company has no obligation to make any payment or to provide or to pay for a defense under this Policy due to or arising directly or indirectly as a result of or in connection with **Terrorism** including but not limited to, any contemporaneous or ensuing loss caused by fire, looting, or theft.

**Terrorism** means the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organization, government, power, authority or military force when the effect is to intimidate, coerce or harm a government, the civilian population or any segment thereof, or to disrupt any segment of the economy.

The defined term **Terrorism** shall specifically include, but is not limited to, the following definition of a certified "Act of Terrorism" defined by Section 102. Definitions, of the Terrorism Risk Insurance Act of 2002 and any revisions or amendments thereto:

(I) Act of Terrorism

(A) Certification. - The term "act of terrorism" means any act that is certified by the Secretary of the Treasury of the United States, in concurrence with the Secretary of State, and the Attorney General of the United States

(i) to be an act of terrorism;

(ii) to be a violent act or an act that is dangerous to

(I) human life;

(II) property; or

(III) infrastructure;

(iii) to have resulted in damage within the United States, or outside of the United States in the case of

(i) an air carrier or vessel described in paragraph (5)(B); for the convenience of this endorsement, paragraph (5)(8) reads: occurs to an air carrier (as defined in Section 40102 of title 49, United States Code) to a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs, or at the premises of any United States mission;

(II) the premises of a United States mission; and

(Continued)

- (iv) to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- (B) Limitation – No act shall be certified by the Secretary as an act of terrorism if
  - (i) the act is committed as part of the course of a war declared by the Congress, except that this clause shall not apply with respect to any coverage for workers' compensation; or
  - (ii) property and casualty insurance losses resulting from the act, in the aggregate, do not exceed \$5,000,000.
- (C) Determinations Final. – Any certification of, or determination not to certify, an act as an act of terrorism under this paragraph shall be final, and shall not be subject to judicial review.
- (D) Non-delegation. – The Secretary may not delegate or designate to any other officer, employee, or person, any determination under this paragraph of whether, during the effective period of the Program, an act of terrorism has occurred.

All other terms, conditions, and exclusions shall remain the same.



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AUTHORIZED REPRESENTATIVE

# COMMON POLICY CONDITIONS

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

## A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

## B. Changes

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

## C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

## D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

## E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

## F. Transfer Of Your Rights And Duties Under This Policy

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

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

# RESTORATION RISK RETENTION GROUP, INC.

Endorsement No.: 2

Named Insured: **GB Restoration Services, LLC**

## ENDORSEMENT

Policy Number: **RPU111168**  
Policy Effective Date: **07/25/15**

Effective Date: **06/01/16**  
12:01 A. M. Standard Time

Agent Name: Affinity Insurance Services, Inc.

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

In consideration of the additional premium shown below, it is hereby understood and agreed that this policy is reinstated with no lapse in coverage and is amended as follows:

The Extended Reporting Period is added for 2 years (24 months) beginning 06/01/16 and ending 06/01/18.

Coverage applies only for work performed during the following period:

07/25/11 to 06/01/16

Additional Premium: **\$ 5,554**

Return Premium: