



**PROFESSIONAL LIABILITY AND POLLUTION INCIDENT LIABILITY
INSURANCE POLICY FOR A SPECIFIED INTEGRATED PROJECT**
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YOUR PROFESSIONAL LIABILITY AND POLLUTION INCIDENT LIABILITY INSURANCE POLICY IS WRITTEN ON A "CLAIMS-MADE AND REPORTED" BASIS AND APPLIES ONLY TO THOSE CLAIMS FIRST MADE AGAINST YOU AND REPORTED TO US IN ACCORDANCE WITH SECTION VI. CONDITIONS, ITEM B. YOUR DUTIES IF THERE IS A CLAIM.

Throughout this Policy, the terms "we," "us," and "our" refer to the Stock Insurance Company, named on the Policy Declarations when used in the text of this Policy. The words displayed in bold face type will only have the meaning as set forth in Section III. DEFINITIONS. We agree with **you** as follows:

I. COVERAGE AGREEMENTS

- A. Solely for the specified project shown in Item 7. on the Declarations, we will pay all amounts in excess of the **Self-Insured Retention** up to the Limit of Liability that **you** become legally obligated to pay as a result of:
1. a **wrongful act**, or
 2. a **pollution incident** arising out of **your** activities or the activities of any person or entity for whom **you** are liable,
- that results in a **claim** anywhere in the world, provided that on the Knowledge Date set forth in Item 4. on the Declarations none of **your** officers, directors, principals, partners, or insurance managers knew of any act, error, omission, or event that could reasonably be expected to become the basis of that **claim**.
- B. A **claim** must be first made against **you** during the **policy term** or any applicable **Extended Reporting Period** and must be reported to us in accordance with Section VI. CONDITIONS, Item B. **Your Duties** if there is a **claim**. A **claim** is considered first made on the earlier of **your** or our receipt of notice of the **claim**.
- C. We have the right and duty to defend any **claim** against **you** seeking amounts that are payable under the terms of this Policy, even if any of the allegations of the **claim** are groundless, false, or fraudulent. We will designate or, at our option, approve counsel to defend the **claim**. We are not obligated to defend any **claim** or pay any amounts after the applicable Limit of Liability has been exhausted, or after **you** refuse to consent to a settlement we recommend.
- D. We will not settle any **claim** without the informed consent of the **First Named Insured**. If the **First Named Insured** refuses to consent to a settlement or compromise recommended by us, and acceptable to the claimant, then the limit of liability applicable to such **claim** shall be reduced to the amount of the proposed settlement plus **claim expenses** incurred up to the date of the **First Named Insured's** refusal to consent to proposed settlement of such **claim**.
- E. If a **claim** arising out of a **wrongful act** results in a punitive, exemplary, or multiplied damage award, we will pay such award, up to the applicable Limit of Liability, enforceability of which shall be governed by such applicable law that most favors coverage for such punitive, exemplary and multiple damages. We will not pay any punitive, exemplary, or multiplied damages arising out of a **claim** for a **pollution incident**.

II. SUPPLEMENTARY PAYMENTS

Except as noted in subparagraph B. below, payments made under this section are our costs, are not subject to the **Self-Insured Retention**, and are in addition to the Limit of Liability shown on the Declarations.



A. Defendant Reimbursement

If we request **you** presence at a trial, hearing, deposition, mediation, or arbitration, we will pay up to \$300 a day per person, subject to a maximum amount of \$7,500 per **claim**.

B. ADA, FHA, and OSHA

We will reimburse **you** for legal fees and expenses up to \$25,000 per **policy term** in responding to regulatory or administrative actions brought directly against **you** by a government agency under the Americans with Disabilities Act of 1990 (ADA), the Fair Housing Act (FHA), or the Occupational Safety and Health Act (OSHA), provided that the regulatory or administrative actions:

1. are first commenced during the **policy term**;
2. arise out of the performance of **professional services**; and
3. are reported to us prior to any legal fees or expenses being incurred.

After we have paid \$25,000 under this provision, any additional amounts we agree to pay will be treated as **claim expenses** and will be subject to **your Self-Insured Retention** and be included in the Limit of Liability for the **policy term** in which the action was commenced. We will not be responsible for any fines or penalties.

III. DEFINITIONS

Auto means:

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

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

Bodily injury means bodily injury, sickness, disease, mental anguish, or emotional distress sustained by a person, including death resulting from any of these at any time.

Claim means a demand for money, or services, naming **you** and alleging a **wrongful act** or **pollution incident**.

Claim expenses means:

1. fees charged by an attorney designated or approved by us to represent **you**;
2. all other fees, costs, and expenses resulting from the investigation, adjustment, defense, and appeal of a **claim**, if incurred by:
 - a. the designated attorney,
 - b. us, or
 - c. **you** with our prior written consent; and
3. premiums for bonds posted in connection with an appeal. However, we are not obligated to apply for or furnish any such bonds.

Claim expenses do not include fees and expenses of independent adjusters or salaries of our officials or employees, other than fees and expenses charged by our employed attorneys who may be designated to represent **you** with **your** prior consent.



Construction management services means professional management of the quality, cost, time and scope of construction with respect to the project set forth on the Declarations.

Construction Team means the Contractor scheduled in Item 7.c. on the Declarations and all contractors or consultants hired by the Contractor scheduled in Item 7.c. on the Declarations to perform services or work for the project shown in Item 7.a. on the Declarations.

Design Services means those **professional services** involving the design of a project, but does not include services required exclusively in connection with means, methods, techniques, sequences or procedures of construction, remediation, erection, fabrication, installation, assembly, manufacture, or supplying of equipment or materials incorporated therein.

Design Team means the **Prime Design Firm** and all firms hired by the **Prime Design Firm** under written contract to provide professional services for project shown in Item 7.a. on the Declarations.

Domestic partner means any person qualifying as such under any applicable state or local laws or under **your** employee benefit plans.

Extended Reporting Period means the period of time after the end of the **policy term** for reporting **claims** to us that are made against **you** during the applicable **Extended Reporting Period** that would otherwise be covered by this Policy, but for the end of the **policy term**.

First Named Insured means the entity listed first in Item 1. on the Declarations.

Hostile fire means one that becomes uncontrollable and breaks out from where it was intended to be.

Material change means any change to the **construction team, owner, owner consultants, or design team** or any increase over 5% in the Estimated Final Construction Value as shown in Item 8. on the Declarations

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

1. bulldozers, farm machinery, forklifts, and other vehicles designed for use principally off public roads;
2. vehicles maintained for use solely on or next to premises **you** own or rent;
3. vehicles that travel on crawler treads;
4. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. power cranes, shovels, loader, diggers or drills, or
 - b. road construction or resurfacing equipment such as graders, scrapers, or rollers;
5. vehicles not described in 1., 2., 3., and 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. air compressors, pumps and generators, including spraying, welding, building cleaning, geo-physical exploration, lighting and well servicing equipment, or
 - b. cherry pickers and similar devices used to raise or lower workers;
6. vehicles not described in 1., 2., 3., or 4. 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**:

- a. equipment designed primarily for:
 - i. snow removal,
 - ii. road maintenance, but not construction or resurfacing, or
 - iii. street cleaning;
- b. cherry pickers and similar devices mounted on an **auto** or truck chassis and used to raise or lower workers; and
- c. air compressors, pumps, and generators, including spraying, welding, building cleaning, geo-physical exploration, lighting and well servicing equipment.

However, **mobile equipment** does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state 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**.

Named Insured means the entities listed in Item 1. on the Declarations.

Nuclear facility means the site where a nuclear reactor is located or where nuclear waste or material is disposed.

Owner means any entity (including such entity as a debtor-in-possession) designated in Item 7.d. on the Declarations and: any entity that is an assignee, affiliate predecessor or successor-in-interest of any such entity;

Owner consultants means any contractor or consultant hired by the **Owner** to perform services or work for the project shown in Item 7. on the Declarations and:

- a. if such contractor or consultant is a natural person, any heirs, legal representatives or assignee of such contractor or consultant; and
- b. if such contractor or consultant is an entity, any entity that is an assignee, affiliate, predecessor or successor-in-interest of any such entity. Such entity contractor or consultant includes such entity as a debtor-in-possession

Policy term means the period of time from the effective date and time of this Policy to the date and time of termination as shown in Item 3. on the Declarations, or its earlier cancellation date.

Policy term does not include any **Extended Reporting Period**.

Prime Design Firm means the design firm scheduled in Item 7.b. on the Declarations.

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. **Pollutants** does not mean heat, smoke, vapor, soot, or fumes from a **hostile fire** or explosion.

Pollution incident means the actual or alleged discharge, dispersal, seepage, migration, release, or escape of **pollutants** into or upon land, the atmosphere, or any watercourse or body of water, solely in connection with the specified project shown in Item 7. on the Declarations, which results in **bodily injury** or **property damage** and did not arise from dishonest, fraudulent, malicious, or criminal conduct committed by **you** or at **your** direction or with **your** prior knowledge.



Professional services means those services that **you** perform for others, solely in connection with the specified project shown in Item 7. on the Declarations, on behalf of a **Named Insured** in **your** practice as an architect, engineer, land surveyor, landscape architect.

Professional services also means **construction management services** **you** provide under a written contract or agreement provided that such **construction management services** are provided in conjunction with **design services**.

Property damage means the following:

1. physical injury to, damage to, or destruction of tangible property, electronic data, soil, surface water, groundwater, plants, or animals, including the resulting loss of use thereof;
2. clean-up costs incurred by a third party or mandated by any governmental entity; or
3. loss of use of tangible property that has not been physically injured or destroyed.

Related claim means all **claims** made against **you** and reported to us during the **policy term** or any applicable **Extended Reporting Period** arising out of:

1. a single **wrongful act**;
2. multiple **wrongful acts** that are logically or causally connected by any common fact, situation, event, transaction, advice, or decision;
3. an activity resulting in a single **pollution incident**; or
4. activities resulting in multiple **pollution incidents** that are logically or causally connected by any common fact, situation, event, transaction, advice, or decision.

Self-Insured Retention means the amount stated on the Declarations which **you** are obligated to pay for every **claim** made during the **policy term**. The amount must be paid prior to any payment being made by us under the terms and conditions of this Policy of insurance.

Wrongful act means an error, omission, or other act that causes liability in the performance of **professional services** for others by **you** or by any person or entity, including joint ventures, for whom **you** are liable. A **wrongful act** cannot arise from dishonest, fraudulent, malicious, or criminal conduct committed by **you** or at **your** direction or with **your** prior knowledge.

You or **your** means the **Named Insured**, and:

1. any past, present, partner, officer, director, member, stockholder, or employee of the **Named Insured** or leased personnel under the direct supervision of the **Named Insured**, but only while acting within the scope of their duties for the **Named Insured**;
2. a retired partner, officer, director, member, stockholder, or employee of the **Named Insured** or, but only for **professional services** or activities performed for or on behalf of, at the request of, and for the benefit of the **Named Insured**.

IV. EXCLUSIONS

We will not defend or pay under this Policy for any **claim**:

Bankruptcy

arising out of bankruptcy or insolvency;

Claims by Insureds

bought by **you** or on **your** behalf against another of **you** covered by this Policy;

Construction Contractor Bodily Injury/Property Damage



arising out of bodily injury or property damage arising from the construction means, methods, techniques, sequences, and procedures employed by you in connection with your operations in your capacity as a construction contractor;

This exclusion does not apply to **bodily injury** or **property damage** arising from a **pollution incident**.

Contractual Liability

arising out of:

1. the liability of others **you** assume under any oral or written contract or agreement, however, this exclusion shall not apply to: **your** liability that exists in the absence of such contract or agreement; or
2. arising out of express warranties or guarantees.

Costs of Repair/Cost Estimates

arising out of:

1. the cost to repair or replace faulty workmanship **you** perform on any construction, erection, fabrication, installation, assembly, manufacture, or re-generation, including any materials, parts, or equipment furnished in connection therewith, except that this paragraph of this exclusion does not apply to **claims** arising from a **pollution incident**; or
2. the providing of, revising of, or the failure to provide or revise any cost estimate;

Failure to Effect or Maintain Insurance

based upon or arising out of any actual or alleged failure to effect or maintain any insurance or bond, or any failure to cover certain perils or purchase an adequate amount or type of insurance;

Liquidated Damages

for liquidated damages in excess of **your** liability caused by a **wrongful act** or a **pollution incident**; for fines and penalties imposed on **you**; or for the failure or refusal of a client to pay money due **you**; or for return of fees paid to **you**;

Loading or Unloading

for a **pollution incident** arising out of the ownership, maintenance, use, operation, loading, or unloading of any **auto**, aircraft, watercraft, or rolling stock. This exclusion does not apply to:

1. **mobile equipment**;
2. a watercraft **you** do not own that is:
 - a. less than 26 feet long; and
 - b. not being used to carry persons or property for a charge;
3. the operation of any of the equipment listed in Section III. DEFINITIONS, Items.1., 2., and 3. in the definition of **mobile equipment**; or
4. a condition in or on an **auto** not owned or operated by **you**, and that condition was created by the loading or unloading of that **auto** by **you** or by any person or entity for whom **you** are legally liable;

Material Change



arising out of a **material change**. However, this exclusion shall not apply if we have agreed in writing to endorse the Policy to reflect the change, and any additional premium due as a result of the change has been paid when due.

Nuclear

arising out of nuclear reaction, radiation, or contamination, under any circumstances and regardless of cause, within or originating from a **nuclear facility**;

Obligations under Law

arising out of any obligation **you** have under any employment, workers' compensation, employers' liability, unemployment compensation, disability benefits or other similar law;

Owned Entity

brought by or on behalf of, or for the benefit of, any entity, if, at the time the **claim** is made, or if at the time of the **Wrongful Act** or **pollution incident** giving rise to such **claim**:

1. the **Named Insured** controls or controlled, operates or operated, manages or managed or has or had an ownership interest in such entity;
2. such entity controls or controlled, operates or operated, manages or managed, or has or had an ownership interest in, the **Named Insured**; or
3. such entity is or was an **owner, owner consultant, or member of the construction team or member of the design team**.

Prior Notice

arising out of:

1. any **wrongful act, pollution incident**, or any matter, fact, situation, transaction, or event, for which notice was given by **you** under any professional liability or pollution insurance coverage prior to the effective date of this Policy; or
2. any other **wrongful act or pollution incident** whenever occurring, which is logically or causally connected to any common fact, situation, transaction, or event to the **wrongful act or pollution incident** specified in paragraph 1. above.

Sale or Distribution of Goods

arising out of the sale or distribution of goods or products by **you**, or by others under license from **you**. Solely with respect to the Project identified in Item 7.a. on the Declarations, this exclusion does not apply to software created or modified specifically for the **Owner** in connection with **your professional services** for the **Owner**;

Unlawful Discrimination

arising out of actual or alleged unlawful discrimination by **you** against

1. **your** personnel or employment applicants; or
2. any party in the awarding of or failure to award any contract.

V. LIMITS OF LIABILITY/SELF-INSURED RETENTION

A. Limits of Liability

1. The Limit of Liability shown under Item 6.a. on the Declarations is the maximum we will pay for any **claim** first made against **you** and reported to us during the **policy term**.



2. The aggregate Limit of Liability shown under Item 6.b. on the Declarations is the maximum we will pay for all **claims** first made against **you** and reported to us during the **policy term**.

All Limits of Liability apply as excess over any **Self-Insured Retention** amount. If the Limits of Liability as specified above for the **policy term** are exhausted, our obligation for the **policy term** shall be deemed completely fulfilled and extinguished.

3. All **related claims** shall be considered a single **claim** first made and reported to us within the **policy term** or any applicable **Extended Reporting Period** in which the earliest of the **related claims** was first made and reported to us.
4. **Claim expenses** are subject to and included within the applicable Limit of Liability.

B. Self-Insured Retention

You shall have the obligation to pay up to the **Self-Insured Retention** amount shown in Item 5.a. on the Declarations resulting from a **claim**, including but not limited to **claim expenses**, and, at a maximum, the amount shown, if any, in Item 6.b. on the Declarations, for all **claims** first made during the **policy term**.

C. Reimbursement To Us

If we have paid any amounts in excess of the applicable Limit of Liability, or within the amount of **your Self-Insured Retention**, **you** shall be liable to us for all such amounts, and, upon demand, shall pay such amounts to us.

D. More Than One Of You

Neither the applicable Limit of Liability nor **your Self-Insured Retention** shall be increased because more than one of **you** is included in a **claim**.

VI. CONDITIONS

A. Your Rights and Duties as the First Named Insured on the Policy Declarations

The **First Named Insured**, on behalf of all of **you**, will be:

1. authorized to make changes in the terms of this Policy with our written consent;
2. authorized to receive any amounts we refund; and
3. responsible for:
 - a. the payment of all premiums and **Self-Insured Retention** obligations due us;
 - b. keeping records of the information we need for premium computation, and sending us copies as we may request; and
 - c. notifying us of any cancellation.

B. Your Duties if there is a Claim

If there is a **claim**, **you** must do the following:

1. promptly notify us in writing. This notice must be given to us within the **policy term** in which the **claim** is made, within 10 days after its expiration or cancellation or, if applicable, within the **Extended Reporting Period** shown in Item 12. on the Declarations. All **claims** reported during any **Extended Reporting Period** shall be considered as having been made on the last day of this **policy term**. If the **claim** is made during the **Extended Reporting Period**, then notice must be given to us within



such **Extended Reporting Period**. Notice of a **claim** must be sent to the attention of either of the following:

a. AE Professional Liability Claims

CNA
2020 K. Street, NW
Suite 505
Washington, DC 20006

b. Victor O. Schinnerer & Company, Inc.

AE Professional Liability Claims
Two Wisconsin Circle
Chevy Chase, Maryland 20815;

2. specify the names and addresses of the persons making a **claim** against **you** and provide us with information on the time, place, and nature of the **claim**;
3. immediately forward to us all documents that **you** receive in connection with the **claim**;
4. fully cooperate with us or our designee in the defense of a **claim**, including but not limited to assisting us in: the conduct of suits or other proceedings, settlement negotiations, and the enforcement of any right of contribution or indemnity against another who may be liable to **you**. **You** shall attend hearings and trials and assist in securing evidence and obtaining the attendance of witnesses;
5. agree to designate defense counsel, which counsel will be selected jointly by the **First Named Insured**, and us, and which counsel shall provide a defense to all of **you** in the **claim**;
6. refuse, except solely at **your** own cost, to hire independent legal counsel, voluntarily make any payment, admit liability, assume any obligation, or incur any expense without our prior written approval; and
7. pay the **Self-Insured Retention** amount when due.

After a **claim** is made and **you** have the right under any contract to either reject or demand arbitration or other alternative dispute resolution process, **you** shall only do so with our prior written consent.

C. Subrogation

If any of **you** have rights to recover amounts from another, those rights are transferred to us to the extent of our payment. **You** must do everything necessary to secure these rights and must do nothing after a **claim** is made to jeopardize them. We hereby waive subrogation rights against **your** client to the extent that **you** had a written agreement to waive such rights prior to a **claim**.

D. Premium

The premium for this Policy is estimated based on the Estimated Final Construction Values and Estimated Date of Substantial Completion reported in your Application for coverage prior



to the **policy term** effective date shown in Item 3. on the Declarations and is subject to annual audit. Premium will be adjusted annually by applying the Adjustment Rate as set forth in Item 10.b. on the Declarations to the Estimated Final Construction Values reported annually. Any additional premium will be due and payable to us upon notice to **you**. The Minimum Earned Premium shown in Item 10.c. on the Declarations will be retained regardless of policy term or reported construction values.

The premium for the **Extended Reporting Period** is estimated by applying the percentage shown in Item 12. on the Declarations to the estimated Policy premium and will be adjusted as the Policy premium is adjusted.

E. Examination and Audit

You agree to allow us to examine and audit **your** financial books and records that relate to this insurance. We may do this at any time during the **policy term** or any extensions, and up to three years after the end of the **policy term** or any applicable **Extended Reporting Period**.

F. Legal Action Limitation

1. **You** agree not to bring any legal action against us concerning this Policy unless **you** have fully complied with all the provisions of this Policy.
2. If, after the final adjudication or settlement of a **claim**, there is any dispute concerning tort allegations against us regarding the handling or settlement of any **claim**, **you** and we agree to submit such dispute to any form of alternative dispute resolution acceptable to both parties. Should **you** and we be unable to agree on the form of alternative dispute resolution, then such dispute shall be submitted to binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction hereof.

G. Changes to Policy

None of the provisions of this Policy will be waived, changed, or modified except by written endorsement to this Policy.

H. Transfer of Interest

For a transfer of interest or an assignment of this Policy to be effective, the **First Named Insured** must obtain our written consent.

I. Other Insurance

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 equal shares such that 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.

J. Cancellation

1. This Policy may be cancelled by **you** by written notice to us, stating at what future date cancellation is to be effective.



2. This Policy may be cancelled by us by mailing or delivering to the **First Named Insured** written notice of cancellation, accompanied by the reasons for cancellation and stating the date upon which cancellation will be effective. We will cancel:
 - a. with 10 days notice if we cancel for non-payment of any amounts you owe us, including premium or **Self-Insured Retention** reimbursements or payments in excess of the Limit of Liability;
 - b. immediately if we cancel for **material change** or a material misstatement, misrepresentation, concealment of fact or **your** failure to comply with the underwriting requirements stated by us or the Policy provisions;
 - c. with 60 days notice if we cancel for any other reason.
3. This Policy is specific to the project stated in Item 7.a. on the Declarations and will not be renewed upon its expiration.
4. Any notice of cancellation will be mailed or delivered to the **First Named Insured** at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
5. We will make the premium adjustment at the time that cancellation is effective or as soon as practicable after that time. Premium return will be computed pro rata if we cancel the Policy, subject to the Minimum Earned Premium shown in Item 10.c. on the Declarations. But if **you** cancel at any time, only 90% of the prorated premium will be returned, subject to the Minimum Earned Premium shown in Item 10.c. on the Declarations.

K. Estates, Legal Representatives, and Spouses

Coverage is afforded under this Policy to the estates, heirs, legal representatives, assigns, spouses, and any **domestic partner** of any natural person within the definition of **you** or **your**, but only for a **claim** arising solely out of their status as such. In the case of a spouse or **domestic partner**, coverage is also afforded under this Policy where such **claim** seeks damages from marital community property, jointly held property, or property transferred from any natural person designated in the definition of **you** or **your** to their spouse or **domestic partner**. No coverage is provided for any act, error, or omission of an estate, heir, legal representative, assign, spouse or **domestic partner**. All terms and conditions of this Policy, including without limitation the **Self-Insured Retention** applicable to any **claim**, shall also apply to any **claim** made against such estates, heirs, legal representatives, assigns, spouses, or **domestic partners**.

L. Extended Reporting Period

1. The **Extended Reporting Period** indicated in Item 12. on the Declarations will be provided, unless:
 - a. the Policy was cancelled by **you** before the end of the **policy term**;
 - b. the Policy was cancelled by us pursuant to paragraphs 2 a. and b of the Condition entitled Cancellation.
2. Additional Premium

The additional premium for the **Extended Reporting Period** shall be fully earned at its inception and based upon the final adjusted premium for the **policy term** and the percentage of such premium stated in Item 12. on the Declarations.



3. **Extended Reporting Period Limitations**

No **Extended Reporting Period** shall apply to:

- a. any **claim** or proceedings pending at the inception date of such **Extended Reporting Period**;
- b. any paid **claim**.

4. **Extended Reporting Periods** Limits of Liability

Our liability for all **claims** reported during the **Extended Reporting Period** shall be part of and not in addition to the Limits of Liability for the final **policy term**.

M. Economic and Trade Sanctions

This Policy does not provide coverage for **you**, any transactions, or any part of a **claim** if uninsurable under the laws or regulations of the United States concerning trade or economic sanctions.

N. Headings

The descriptions in the headings of this Policy are solely for convenience and form no part of the terms and conditions of coverage.

IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by its Chairman and Secretary at Chicago, Illinois, but the same shall not be binding upon the Insurer unless countersigned by a duly authorized representative of the Insurer.

Chairman	Secretary
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Chairman

Secretary

