

**SECOND AMENDMENT TO AGREEMENT 283 BETWEEN
THE CITY OF CUPERTINO AND RICHARD YAU FOR
PROGRAM AND PROJECT MANAGEMENT CONSULTANT
SERVICES**

This Second Amendment to Agreement 283 between the City of Cupertino and Richard Yau is by and between the City of Cupertino, a municipal corporation (hereinafter "City") and Richard Yau, a Sole Proprietorship/Individual ("Contractor") whose address is 11523 Country Spring Ct, Cupertino, CA 95014, and is made with reference to the following:

RECITALS:

- A. The City and Contractor entered into an Agreement 283 ("Original Agreement") for Program and Project Management Consultant Services effective July 29, 2021.
- B. The City and Contractor entered into a First Amended Agreement for Program and Project Management Consultant Services ("First Amendment") effective February 9, 2023.
- C. The Original Agreement and First Amendment are collectively referred to as the "Agreement" unless otherwise indicated.
- D. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. **Paragraph 2.1** of the Agreement is modified to read as follows: **Scope of Services** Contractor agrees to provide the Services set forth in the Scope of Services, attached and incorporated here as Exhibit A-1, on an as-needed basis. The Services must comply with the Agreement and with each Service Order issued by the City's Project Manager or his/her designee, in accordance with the following procedures, unless otherwise specified in Exhibit A-1. Exhibit A of the Agreement is replaced with a new Exhibit A-1 attached hereto.
2. **Paragraph 3.1** of the Agreement is modified to read as follows: **Term**. This agreement begins on the Effective Date and ends on June 30, 2027 ("Contract Time"), unless terminated earlier as provided herein. The City's appropriate department head or City Manager may extend the Contract Time through a written amendment to this Agreement, provided such extension does not include additional contract funds. Extensions requiring additional contract funds are subject to the City's purchasing policy.
3. **Paragraph 4.1** of the Agreement is modified to read as follows: **Maximum Compensation**: City will pay Contractor for satisfactory performance of the Services a total amount that will be based upon actual costs but that will be capped so as not to exceed \$470,000.00 ("Contract Price"), based upon the Scope of Services in Exhibit A-1 and the budget and rates included. The maximum compensation includes all expenses and reimbursements and will remain in place even if Contractor's actual costs exceed the capped amount.
4. **Paragraph 5.6** of the Agreement is modified to read as follows: **Payment of Benefits and Taxes**. Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. Contractor and any of its employees, agents, and subcontractors shall not have any claim under this Agreement or otherwise against City for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, insurance benefits, social security, disability, unemployment, workers compensation or employee benefits of any kind. Contractor shall be solely liable for and obligated to pay directly all applicable taxes, fees, contributions, or charges applicable to Contractor's

business including, but not limited to, federal and state income taxes. City shall have no obligation whatsoever to pay or withhold any taxes or benefits on behalf of Contractor. Should any court, arbitrator, or administrative authority, including but not limited to the California Public Employees Retirement System (PERS), the Internal Revenue Service or the State Employment Development Division, determine that Contractor, or any of its employees, agents, or subcontractors, is an employee for any purpose, then Contractor agrees to a reduction in amounts payable under this Agreement, or to promptly remit to City any payments due by the City as a result of such determination, so that the City's total expenses under this Agreement are not greater than they would have been had the determination not been made. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or PERS to be eligible for enrollment in PERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City, and actual attorney's fees incurred by City in connection with the above.

5. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed.

CITY OF CUPERTINO

RICHARD YAU

By _____
Title _____
Date _____

By _____
Title _____
Date _____

APPROVED AS TO FORM

City Attorney

ATTEST:

City Clerk

Date _____

EXHIBIT A-1 SCOPE OF SERVICES

The CONSULTANT shall provide certain Program and Project Management services as required and requested by the CITY.

The CONSULTANT shall provide services under this Master Agreement on an "as needed" basis and only (1) upon written request from the CITY's Director of Public Works or authorized Agent as defined in Section 14, PROJECT COORDINATION and (2) as defined in a fully executed SERVICE ORDER, Exhibit B.

SECTION 1- GENERAL PROVISIONS

- A. The CONSULTANT shall perform all services to the satisfaction of the CITY's Public Works Director or authorized Agent.
- B. The CONSULTANT shall perform all services under this agreement to the currently prevailing professional standards and quality found among Program and Project Management Consultants with similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.
- C. The CONSULTANT shall perform services under this AGREEMENT only by authorization of a fully executed SERVICE ORDER which shall clearly provide the nature of the specific services, the time limit within which such services must be completed, and the compensation for such services. Unauthorized services performed by the CONSULTANT shall be at no cost to the CITY.
- D. The CONSULTANT shall begin work only after receipt of a fully authorized and executed SERVICE ORDER. The CITY shall incorporate each authorized and fully executed SERVICE ORDER into the terms and conditions of this MASTER AGREEMENT.
- E. The CITY shall designate a Project Manager for each authorized and fully executed SERVICE ORDER under this AGREEMENT. The CONSULTANT shall coordinate the SERVICE ORDER performance with the CITY's designated Project Manager.

SECTION 2. BASIC SERVICES

The Consultant shall provide Program and Project Management services for various CITY Public Works projects. All services performed shall be authorized by a fully executed SERVICE ORDER prior to work commencement. Consultant services under this Master Agreement may include, but are not limited to:

A. Program or Project Feasibility Phase

- 1) Define general project performance requirements from City staff meetings
- 2) Site visits
- 3) Project team building
- 4) Stakeholder coordination
- 5) Public meeting coordination
- 6) Program and/or project budget and schedule
- 7) Review project scope and identify specialty consultants for project design and implementation
- 8) Program and/or project schedule development

B. Project Design Phase

- 1) Develop sources for required project consultant services
- 2) Prepare Consultant Requests for Proposal using City standard format.
- 3) Conduct Consultant selection using established CITY process.
- 4) Prepare Consultant scope of services and agreement for City.
- 5) Negotiate Design Consultant fees
- 6) Manage project schedule
- 7) Manage Consultant agreements and review payment requests.
- 8) Coordinate Public Meetings for stakeholder input with City Staff
- 9) Monitor design process, project design development, and provide comments for consultant feedback.
- 10) Evaluate additional Design Consultant services as required.
- 11) Coordinate final construction documents review with City professional staff and provide consultant feedback.
- 12) Assist City staff with prequalifying contractors.
- 13) Assist City with the project bid process.

C. Bid Phase:

- 1) Assemble front end bid documents using City standard language
- 2) Assemble bid package for City staff to use for public bid
- 3) Prepare bid results for City staff

D. Construction Phase:

- 1) Coordinate information between Design Consultant and Construction Manager

END OF EXHIBIT

COMPENSATION

The City shall compensate the Consultant according to the hourly rate(s) stated in this Exhibit which shall remain in effect for the Master Agreement schedule of performance unless changed by written amendment to the Master Agreement.

Each authorized Service Order under this Master Agreement shall identify the method of compensation consistent with the scope of services provided by the Consultant. In any case, the Consultant's total payment for each authorized Service Order shall not exceed the maximum compensation identified in that Service Order, unless authorized by a written amendment executed by the City and the Consultant, and the total compensation for all authorized Service Orders shall not exceed the maximum compensation stated in Article 4, Consultant Compensation, of the Master Agreement.

Work exceeding the total authorized amount for a Service Order or the total compensation for the Master Agreement shall be at no cost to the City.

Consultant Hourly Rate(s)

The Consultant shall be compensated according to the following hourly rate(s) for all work performed under authorized Service Orders:

Labor Category	Master Agreement Hourly Rate
Project Executive / Project Manager	\$170.00

Reimbursable Expenses

Reimbursable expenses represent the acquisition cost of items, other than direct labor, specifically required to perform the scope of services and beyond normal business operating expenses which are included in the direct labor rate. Such expenses include, but are not limited to:

- Individual or multiple document reproductions that exceed 50 pages;
- Drawing or bid set reproductions;
- Software required by City other than Microsoft Word, Excel, PowerPoint, and Project; Adobe Acrobat; and a photo editor program.
- Travel expenses to the extent allowed by City policy;
- Sub-consultants required by project scope of services;

COMPENSATION

- Safety equipment required by City policy or the project scope of services;
- Mass mailing notifications;
- Expenses for public meetings, such as refreshments, interpreters, security, valet parking, facility rental, tents or booths, easels, markers, paper, presentation equipment.

The City shall compensate the Consultant for such reimbursable expenses only with prior written authorization by the City representative designated in Article 14, Project Coordination, of the Master Agreement. All compensation, including reimbursable expenses, shall not exceed the maximum compensation for the Service Order.

The City shall compensate the Consultant for reimbursable expenses for the documented actual cost only, allowing for no surcharge for Consultant administration. Reimbursable expenses shall be separately identified on the Consultant invoice.

Method of Payment

The Consultant shall submit an invoice to the City by the 5th business day of each month that clearly identifies the work performed in the previous month and authorized reimbursable expenses. All invoices from Consultant shall be addressed to City at:

Attention: PWInvoices@cupertino.org
City of Cupertino
10300 Torre Ave.
Cupertino CA 95014

The invoice shall identify the applicable period of work, a description of the work performed consistent with the Service Order scope of services, the number of hours, hourly rate, reimbursable expenses, Service Order maximum compensation, Service Order compensation to date including invoice number, total invoice amount for current invoice, Service Order maximum compensation balance remaining.

All Consultant payments shall be addressed to:

Richard Yau
11523 Country Spring Ct
Cupertino, CA 95014
Richardyau88@yahoo.com

END OF EXHIBIT

Contractor/Consultant Affidavit of No Employees

State of California
County of Santa Clara
City of Cupertino

I, the undersigned, declare as follows:

I am an independent contractor and the owner of _____.

I wish to enter into a services contract with the City of Cupertino. I am fully aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage for employees in accordance with the provisions of that Code. I am also aware that I must provide proof of workers' compensation insurance to the City of Cupertino for any and all employees I may have, pursuant to Section 12 of the City of Cupertino's contract.

I hereby certify that I do not have any employees nor will I have any employees working for me or my business during the term of any service contract with the City of Cupertino. I am not required to have Workers' Compensation insurance.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this ____ day of _____, 2024, at _____, California.

PRINT NAME

SIGNATURE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/17/2023

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

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

PRODUCER Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 E-MAIL ADDRESS: contact@hiscox.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 10200
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:			P101.473.493.2	01/31/2024	01/31/2025	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg.
							\$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							CGL HNOA Limit (per occurrence) \$ 1,000,000
							\$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$	☐ OCCUR ☐ CLAIMS-MADE					EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N	N/A				PER STATUTE ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Cupertino, its City Council, officers, officials, employees, agents, servants and volunteers as additional insured in regards to the general liability. Primary and Non-Contributory.

CERTIFICATE HOLDER**CANCELLATION**

City of Cupertino
10300 Torre Ave
Cupertino, CA 95014-3266

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Declarations Page

Commercial General Liability Declarations

In return for the payment of the premium, and subject to all the terms of this Policy, we agree with you to provide the insurance as stated in this Policy.

Declaration effective from:	January 31, 2024
Policy No.:	P101.473.493.2
Renewal of:	P101.473.493.1
Named Insured:	Richard Yau
Address:	11523 Country Spring Court
Cupertino, CA 95014
Email Address:	richardyau88@yahoo.com

Policy period:	From: January 31, 2024	To: January 31, 2025
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At 12:01 A.M. (Standard Time) at the address shown above.

Form of Business:	Sole Proprietor
Each Occurrence Limit:	\$1,000,000
Damage to Premises Rented to You Limit:	\$100,000 Any one premises
Medical Expense Limit:	\$5,000 Any one person
Personal & Advertising Injury Limit:	\$1,000,000 Any one person or organization
General Aggregate Limit:	\$2,000,000
Products/Completed Operations Aggregate Limit:	Products-completed operations are subject to the General Aggregate Limit
Supplemental Business Personal Property Floater Coverage Limit:	\$0
Supplemental Business Personal Property Floater Coverage Deductible:	Not Applicable

All Premises You Own, Rent or Occupy

Premises Number:	1
Address:	11523 Country Spring Court
Cupertino, CA 95014
Total Premium:	1,196.00
Attachments:	See attached Forms and Endorsements Schedule.



HISCOX INSURANCE COMPANY INC. (A Stock Company)
104 South Michigan Avenue, Suite 600, Chicago, Illinois 60603

IN WITNESS WHEREOF, the Insurer indicated above has caused this Policy to be signed by its President and Secretary, but this Policy shall not be effective unless also signed by the Insurer's duly authorized representative.

President

Secretary

Authorized Representative

Forms and Endorsements Schedule

Forms and Endorsements made part of this policy at time of issue:

CGL D001 10 18 - Commercial General Liability Declarations
INT D001 01 10 - Forms and Endorsements Schedule
CG 00 01 12 07 - General Liability Coverage Form
CGL E5401 CW (03/10) - Definition of Employee
CGL E5403 CW (03/10) - Notice Information
CGL E5404 CW (03/10) - Exclusion - Personal Information
CGL E5407 CW (03/10) - Exclusion - Professional Services
CGL E5408 CW (03/10) - Cancellation Provision (14 Day Full Refund)
CGL E5409 CW (03/10) - Right and Duty to Select Defense Counsel
CGL E5421 CW (02/14) - Additional Insured - Automatic Status
IL 00 17 11 98 - Common Policy Conditions
IL 00 21 09 08 - Nuclear Energy Liability Exclusion Endorsement (Broad Form)
CG 00 68 05 09 - Recording and Distribution of Material or Information in Violation of Law Exclusion
CG 21 41 11 85 - Exclusion - Intercompany Products Suits
CGL E5416 CW (01/13) - Exclusion - Construction Management Errors and Omissions Endorsement
CG 22 43 04 13 - Exclusion - Engineers, Architects Or Surveyors - Professional Liability Endorsement
CG 22 24 04 13 - Exclusion - Inspection, Appraisal And Survey Companies Endorsement
CGL E1951 CW (05/20) - Contractors Conditions and Exclusions
IL 02 70 09 08 - California Changes - Cancellation and Nonrenewal
CG 32 34 01 05 - California Changes
CGL E5581 CW (03/16) - Primary and Noncontributory - Other Insurance Condition
CGL E5691 CW (11/19) - Hired Auto And Non-Owned Auto Liability
CG 21 73 01 15 - Exclusion Of Certified Acts Of Terrorism
CGL E2227 CW (03/23) - Amended War Exclusion
INT N003 CW (01/19) - Policyholder Notice Electronic Delivery
INT N001 CW (01/09) - Economic And Trade Sanctions Policyholder Notice
INT N0425 CW (03/23) - War Exclusion Notice

Policy Wording

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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 V – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as 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 "occurrence" 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 or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

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

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim;

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property 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:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

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.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" 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 "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (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) 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;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "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 in the state 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".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property 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.

j. Damage To Property

"Property damage" to:

- (1) 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;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

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.

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.

q. Distribution Of Material In Violation Of Statutes

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" 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 "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense 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 end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed 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.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of websites for others; or

- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", 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. Distribution Of Material In Violation Of Statutes

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

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

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. 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.
- e. 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.

f. 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.

g. 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.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and

- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

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, 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.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or 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" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising 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), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (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 Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

- (2) "Property 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", "volunteer workers", 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 (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. 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.
 - d. 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;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed 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; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
- a. Medical expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
- a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

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 – COMMERCIAL GENERAL 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 Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense 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 "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

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 Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If 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

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

(2) When this insurance is excess, we will have no duty under Coverages A or B 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.

(3) 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.

(4) 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. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
- 2. "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 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".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "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".

11. "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, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, 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, watercraft or "auto".

12. "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 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".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean 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.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property 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" or "property 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;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

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 disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" 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.

19. "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.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "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.

22. "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.

Endorsements



Hiscox Insurance Company Inc.

Policy Number: P101.473.493.2
Named Insured: Richard Yau
Endorsement Number: 1
Endorsement Effective: 01/31/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEFINITION OF EMPLOYEE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

In **Section V – DEFINITIONS**, Definition 5, "Employee" is deleted and replaced with the following:

5. "Employee" includes a "leased worker" and a "temporary worker".



Hiscox Insurance Company Inc.

Policy Number: P101,473,493.2
Named Insured: Richard Yau
Endorsement Number: 2
Endorsement Effective: 01/31/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Where To Send Notice

Phone: 866-424-8508
Email: reportclaim@hiscox.com
Mail: Hiscox
5 Concourse Parkway, Suite 2150
Attn: Direct Claims
Atlanta GA, 30328

Subparagraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** in **Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended to include the following:

Any notification required by this policy shall be provided to us at the address listed in the above **SCHEDULE**.



Hiscox Insurance Company Inc.

Policy Number: P101.473.493.2
Named Insured: Richard Yau
Endorsement Number: 3
Endorsement Effective: 01/31/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PERSONAL INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 2. Exclusions under Section I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, and COVERAGE C – MEDICAL PAYMENTS is amended to include the following exclusion:

Personal Information

“Bodily injury”, “property damage” or “personal and advertising injury” caused by the insured’s failure to protect any non-public, personally identifiable information in the insured’s care, custody or control.



Hiscox Insurance Company Inc.

Policy Number: P101.473.493.2
Named Insured: Richard Yau
Endorsement Number: 4
Endorsement Effective: 01/31/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 2. **Exclusions** under **Section I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, is amended to include the following exclusion:

Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" caused by the rendering or failure to render any professional service.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering or failure to render any professional service.



Hiscox Insurance Company Inc.

Policy Number: P101.473.493.2
Named Insured: Richard Yau
Endorsement Number: 5
Endorsement Effective: 01/31/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION PROVISION (14 DAY FULL REFUND)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

All Coverage Parts included in this policy are subject to the following condition:

Notwithstanding anything in the "**COMMON POLICY CONDITIONS**" or any other cancellation provision to the contrary, if the first Named Insured cancels within 14 days of the inception of the policy period shown in the Declarations without there having been: (i) an "occurrence" that caused "bodily injury" or "property damage"; (ii) an offense arising out of your business that caused a "personal and advertising injury"; or (iii) an accident that caused "bodily injury"; then we shall return in full any premium amount actually paid to us. In such event, the effective date of cancellation shall be deemed to be the inception date of the policy period shown in the Declarations.



Hiscox Insurance Company Inc.

Policy Number: P101.473.493.2
Named Insured: Richard Yau
Endorsement Number: 6
Endorsement Effective: 01/31/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RIGHT AND DUTY TO SELECT DEFENSE COUNSEL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

In regard to any covered "suit" seeking damages under **Section I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** or **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, our right and duty to defend shall include the right to select defense counsel.



Hiscox Insurance Company Inc.

Policy Number: P101.473.493.2
Named Insured: Richard Yau
Endorsement Number: 7
Endorsement Effective: 01/31/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) for whom you are performing operations or leasing a premises when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

A person's or organization's status as an additional insured under this endorsement ends when your operations or lease agreement for that additional insured are completed.



Policy Number: P101.473.493.2
Named Insured: Richard Yau
Endorsement Number: 8
Endorsement Effective: 01/31/2024

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the 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.



Hiscox Insurance Company Inc.

Policy Number: P101.473.493.2
Named Insured: Richard Yau
Endorsement Number: 9
Endorsement Effective: 01/31/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

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

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

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

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

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

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

"Property damage" includes all forms of radioactive contamination of property.



Policy Number: P101.473.493.2
Named Insured: Richard Yau
Endorsement Number: 10
Endorsement Effective: 01/31/2024

RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion q. of Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

- B. Exclusion p. of Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.



Hiscox Insurance Company Inc.

Policy Number: P101.473.493.2
Named Insured: Richard Yau
Endorsement Number: 11
Endorsement Effective: 01/31/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – INTERCOMPANY PRODUCTS SUITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to any claim for damages by any Named Insured against another Named Insured because of "bodily injury" or "property damage" arising out of "your products" and included within the "products-completed operations hazard."



Hiscox Insurance Company Inc.

Policy Number: P101.473.493.2
Named Insured: Richard Yau
Endorsement Number: 12
Endorsement Effective: 01/31/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CONSTRUCTION MANAGEMENT ERRORS AND OMISSIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2.,
**Exclusions of Section I – Coverage A – Bodily
Injury And Property Damage Liability** and
Paragraph 2., **Exclusions of Section I – Coverage B
– Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury",
"property damage" or "personal and advertising injury"
arising out of:

1. The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project on which you serve as a construction manager; or

2. Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager, while in the care, custody or control of any insured, or

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 "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved that which is described in Paragraph 1. or 2..



Hiscox Insurance Company Inc.

Policy Number: P101.473.493.2
Named Insured: Richard Yau
Endorsement Number: 13
Endorsement Effective: 01/31/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or any engineer, architect or surveyor who is either employed by you or performing work on your behalf in such capacity.

Professional services include:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities.

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 "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you or any engineer, architect or surveyor who is either employed by you or performing work on your behalf in such capacity.



Hiscox Insurance Company Inc.

Policy Number: P101.473.493.2
Named Insured: Richard Yau
Endorsement Number: 14
Endorsement Effective: 01/31/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – INSPECTION, APPRAISAL AND SURVEY COMPANIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" for which the insured may be held liable because of the rendering of or failure to render professional services in the performance of any claim, investigation, adjustment, engineering, inspection, appraisal, survey or audit services.

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 "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render professional services in the performance of any claim, investigation, adjustment, engineering, inspection, appraisal, survey or audit services.



Policy Number: P101.473.493.2
Named Insured: Richard Yau
Endorsement Number: 15
Endorsement Effective: 01/31/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS CONDITIONS AND EXCLUSIONS

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

I. What is covered

This insurance applies only to "bodily injury, "property damage", and/or "personal and advertising injury", that is caused by or results from the performance of the specified business operations described in the insured's application for this policy during the policy period. It is further agreed the application for this policy is deemed a part of and attached to this policy.

II. Exclusions - What is not covered

A. Bodily Injury and Property Damage Exclusions

The following exclusions are added to SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions.

This insurance does not apply to, and we will have no duty to investigate, adjust or defend, or to pay any investigation, adjustment or defense costs, including attorney's fees, to defend any insured against any claim or "suit" alleging damages arising out of or related to "bodily injury" or "property damage" to which any of the below exclusions apply.

These exclusions will apply to any operations that occur prior to the inception of the policy, during this policy period, or prior to the inception of the policy and continuing throughout the policy period.

Continuous or Progressive Bodily Injury and Property Damage

"Bodily injury" or "property damage", including continuous, progressively deteriorating, or repeated "bodily injury" or "property damage", that:

- (1) first existed, or is alleged to have first existed, prior to the inception of continuous coverage with us;
- (2) is, or is alleged to be, in the process of taking place prior to the inception of continuous coverage with us, even if such actual or alleged "bodily injury" or "property damage" continues during the policy period; or
- (3) is caused, or is alleged to have been caused, by the same condition which

resulted in such actual or alleged "bodily injury" or "property damage" which first existed prior to the inception of continuous coverage with us.

**Injury to
Employees,
Contractors, and
Employees of
Contractors**

"Bodily injury" to:

- (1) any "employee" of any insured; or
- (2) any person(s) who provides services directly or indirectly to or for any insured, regardless of where the services are performed or where the "bodily injury" occurs, including but not limited to a "leased worker", a "temporary worker", a "volunteer worker", a statutory employee, a casual worker, a seasonal worker, a contractor, a subcontractor, an independent contractor, or any person(s) hired by, loaned to, employed by, or contracted by any insured or any insured's contractor, subcontractor, or independent contractor,

arising out of and in the course of the employment or retention by or for any insured or the performance of any duties related to the conduct of any insured's business; or

- (3) the spouse, child, parent, brother, or sister of any such person(s) described in parts (1) and (2) above, as a consequence of the above, including but not limited to mental anguish, emotional distress, loss of consortium, loss of companionship, loss of guidance, loss of emotional support, and any similar injury or damage.

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

**Prior Completed or
Abandoned Work**

"Bodily injury" or "property damage" based upon or arising out of operations or "your work", conducted by you or on your behalf, or work conducted by an unrelated party, which:

- (1) was completed prior to the inception date of this policy or the earliest inception of continuous coverage with us; or
- (2) you or any other party abandoned or have not provided labor, materials, or services for 60 days.

The following exclusions are amended as follows for purposes of this Endorsement:

In SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, exclusion a. **Expected Or Intended Injury** and exclusion f. **Pollution** are deleted in their entirety and replaced with the following:

**Expanded
Intentional Injury**

"Bodily injury" or "property damage":

- (1) expected or intended from the standpoint of the insured; or
- (2) based upon or arising out of:
 - (a) any actual, threatened, or alleged assault or battery;
 - (b) the failure of any insured or anyone else for whom any insured is or could be held legally liable to prevent or suppress any assault or battery;
 - (c) the failure of any insured or anyone else for whom any insured is or could be held legally liable to render or secure medical treatment necessitated by any assault or battery;
 - (d) the rendering of medical treatment by any insured or anyone else for whom any insured is or could be held legally liable that was necessitated

by any assault or battery;

- (e) the negligent employment, investigation, supervision, training, or retention of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by any of subsections a through d above; or
- (f) any other cause of action, claim, or "suit" arising out of or resulting from any of the above.

Pollution

- (1) "Bodily injury" or "property damage" based upon or arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of "pollutants" at any time.

However, this exclusion does not apply to "bodily injury" or "property damage" based upon or arising out of heat, smoke, or fumes from a "hostile fire" unless that "hostile fire" occurred or originated at any premises, site, or location:

- (a) which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing, or treatment of waste; or
 - (b) on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost, or expense based upon or arising out of any:
 - (a) request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (b) claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

B. Personal and Advertising Injury Exclusions

The following exclusions are added to SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions.

This insurance does not apply to, and we will have no duty to investigate, adjust or defend, or to pay any investigation, adjustment or defense costs, including attorney's fees, to defend any insured against any claim or "suit" alleging damages arising out of or related to "personal and advertising injury" to which any of the below exclusions apply. This exclusion will apply regardless of whether any operations occur prior to the inception of the policy, during this policy period, or prior to the inception of the policy and continuing throughout the policy period.

Continuous or Progressive Personal and Advertising Injury

"Personal and advertising injury", including continuous, progressively deteriorating, or repeated "personal and advertising injury", that is based upon or arises out of an offense that:

- (1) first existed, or is alleged to have first existed, prior to the inception of continuous coverage with us;
- (2) is, or is alleged to be, in the process of taking place prior to the inception of continuous coverage with us, even if such actual or alleged offense continues during the policy period; or

- (3) is caused, or is alleged to have been caused, by the same condition which resulted in such actual or alleged offense which first existed prior to the inception of continuous coverage with us.

C. Exclusions Applicable to Bodily Injury, Property Damage, and Personal and Advertising Injury

The following exclusions are added to both SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions.

This insurance does not apply to, and we will have no duty to investigate, adjust or defend, or to pay any investigation, adjustment or defense costs, including attorney's fees, to defend any insured against any claim or "suit" alleging damages arising out of or related to "bodily injury", "property damage", or "personal and advertising injury" to which any of the below exclusions apply. These exclusions will apply regardless of whether any operations occur prior to the inception of the policy, during this policy period, or prior to the inception of the policy and continuing throughout the policy period.

Asbestos

"Bodily injury", "property damage", or "personal and advertising injury" based upon or arising out of any actual or alleged:

- (1) mining, processing, manufacturing, use, testing, ownership, sale, or removal of asbestos, asbestos fibers, or material containing asbestos;
- (2) exposure to asbestos, asbestos fibers, or materials containing asbestos; or
- (3) provision of instructions, recommendations, notices, warnings, supervision, or advice given, or which should have been given, in connection with asbestos, asbestos fibers, or structures or materials containing asbestos.

Biological Agents

"Bodily injury", "property damage", or "personal and advertising injury" based upon or arising out of:

- (1) the actual, alleged, or threatened contaminative, pathogenic, toxic, or other hazardous properties of "biological agents"; or
- (2) any:
 - (a) request, demand, or order that you or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to or assess the effect of any "biological agents"; or
 - (b) claim, "suit", or other proceeding by or on behalf of a governmental authority or others for the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of any "biological agents".

Chromated Copper Arsenate

"Bodily injury", "property damage", or "personal and advertising injury" based upon or arising out of operations or "your work", conducted by you or on your behalf, or work conducted by an unrelated party, involving any actual, alleged, or threatened exposure at any time to chromated copper arsenate (CCA), regardless of whether:

- (1) such CCA is in pure form or is or was combined with any other chemical product or material; or
- (2) the existence of or exposure to CCA is alleged to have caused damage in any sequence or combination with, or contributed to or was contributed to by, any other cause or causes of injury or damage.

This exclusion also applies to any loss, cost, or expense that may be awarded or incurred by reason of a claim or "suit" for any such injury or damage described above.

This includes, but is not limited to, any injury or damage actually or allegedly caused by the removal, eradication, detoxification, remediation, or decontamination of CCA or property containing CCA and includes any liability, cost, or expense to remediate or prevent "bodily injury", "property damage", or "personal and advertising injury" from CCA.

Commercial or Industrial Boilers or Pressure Vessels

"Bodily injury", "property damage", or "personal and advertising injury" based upon or arising out of operations or "your work", conducted by you or on your behalf, or work conducted by an unrelated party, involving any commercial or industrial boilers or pressure vessels, including but not limited to:

- (1) installation;
- (2) cleaning;
- (3) repair;
- (4) servicing; or
- (5) inspection.

Communicable Disease

"Bodily injury", "property damage", or "personal and advertising injury" based upon or arising out of any actual or alleged "communicable disease" or the fear or threat, whether real or perceived, of a "communicable disease".

This exclusion applies even if any other cause or event contributes concurrently or in any sequence to the damages.

This exclusion applies even if any claim or "suit" against any insured alleges negligence or other wrongdoing in the:

- (1) supervision, hiring, employment, training, or monitoring of others that may be infected with and spread any "communicable disease";
- (2) testing or failure to test for any "communicable disease";
- (3) failure to prevent the spread of any "communicable disease"; or
- (4) failure to report any "communicable disease" to authorities.

This exclusion also applies to any loss, cost, or expense incurred by you or on your behalf to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of, any "communicable disease" or any substance that may cause or transmit any "communicable disease".

Cross-Suits

"Bodily injury", "property damage", or "personal and advertising injury" based upon or arising out of operations or "your work", conducted by you or on your behalf, or work conducted by an unrelated party, alleged in any claim or "suit" brought by a Named Insured, Additional Named Insured, or Additional Insured against any other Named Insured, Additional Named Insured, or Additional Insured.

Demolition or Wrecking

"Bodily injury", "property damage", or "personal and advertising injury" based upon or arising out of operations or "your work", conducted by you or on your behalf, or work conducted by an unrelated party, involving any demolition, collapse, or structural injury of any building or structure, partially or in its entirety, by:

- (1) wrecking ball or similar apparatus;
- (2) explosives or blasting; or

- (3) grading of land, excavating, burrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work or moving, shoring, underpinning, raising or rebuilding any building, or any similar activity.

This exclusion also applies to underground "property damage" of wires, conduits, pipes, mains, sewers, tanks, tunnels, or any other similar property beneath the surface of the ground or water.

**Employment-
Related Practices
Liability**

Bodily injury", "property damage", or "personal and advertising injury" based upon or arising out of any actual or alleged:

- (1) obligation under any workers' compensation, unemployment compensation, employers' liability, fair labor standards, labor relations, wage and hour, or disability benefit law, including any similar provisions of any federal, state, or local statutory or common law;
- (2) liability or breach of any duty or obligation owed by you as an employer or prospective employer;
- (3) refusal to employ a person or the termination of a person's employment; or
- (4) harassment, wrongful termination, retaliation, or discrimination, including but not limited to adverse or disparate impact,

including any resulting damages sustained at any time by the brother, child, parent, sister, or spouse of such person as a consequence of the above.

This exclusion will apply whether you 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 any of the above.

**Excluded Costs
And Damages**

Any:

- (1) civil, regulatory, or criminal fines;
- (2) restitution or disgorgement; or
- (3) sanctions, taxes, or penalties,

including those imposed by any federal, state, or local government authority, or any multiple, punitive, or exemplary damages.

Exterior Insulation

"Bodily injury", "property damage", or "personal and advertising injury" based upon or arising out of:

- (1) the design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correlation or replacement, of any "exterior insulation and finish system", or any substantially similar system, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking, or sealants in connection with such system; or
- (2) "your product" or "your work" with respect to any exterior component, fixture, or feature of any structure if any "exterior insulation and finish system", or any substantially similar system, is used on the part of that structure containing that component, fixture, or feature.

Forestry Operations

"Bodily injury", "property damage", or "personal and advertising injury" based upon or arising out of:

- (1) fire, including the cost to extinguish, fight, contain, or clean up debris due to such fire;
- (2) the loading or unloading from any vehicle of any timber or other materials relating to forestry, logging, lumbering, or similar land clearing operations;
- (3) erosion or the failure to control such erosion; or
- (4) the erroneous cutting or removal of trees or crops,

resulting from operations or "your work", conducted by you or on your behalf, or work conducted by an unrelated party, involving forestry, logging, lumbering, or similar land clearing operations.

Foundation Repair, Stabilization, Retrofitting

"Bodily injury", "property damage", or "personal and advertising injury" based upon or arising out of operations or "your work", conducted by you or on your behalf, or work conducted by an unrelated party, involving foundation repair, stabilization, or retrofitting.

Lead

"Bodily injury", "property damage", or "personal and advertising injury" based upon or arising out of:

- (1) the actual, alleged, or threatened contaminative, pathogenic, toxic, or other hazardous properties of lead; or
- (2) any:
 - (a) request, demand, or order that you or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effect of lead; or
 - (b) claim, "suit", or other proceeding by or on behalf of a governmental authority or others for the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of lead.

Multi-Unit Property

"Bodily injury", "property damage", or "personal and advertising injury" based upon or arising out of operations or "your work", conducted by you or on your behalf, or work conducted by an unrelated party, involving:

- (1) any "multi-unit property" or "tract home project" in which more than ten (10) houses or dwelling units have been built, or are in any stage of development, planning, or construction; or
- (2) the remodeling or conversion of any existing "apartment" or commercial or industrial building to a "multi-unit property".

This exclusion does not apply to "bodily injury", "property damage", or "personal and advertising injury" based upon or arising out of:

- (1) the original construction of any "apartment"; or
- (2) "repair or remodeling" conducted by you or on your behalf on any single unit of "residential property", other than an "apartment", provided that the unit is certified for occupancy prior to the commencement of the repair or remodel work.

Silica or Silica-Related Dust

"Bodily injury", "property damage", or "personal and advertising injury" based upon or arising out of any:

- (1) actual, alleged, or threatened exposure to, inhalation of, or contact with silicon dioxide, silica products, silica fibers, silica dust, any silica byproducts, or silica, whether alone or in combination with any substance, product, or material; or

	(2) loss, cost, or expense arising out of any testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of any material containing silica.
Subsidence/Earth Movement	"Bodily injury", "property damage", or "personal and advertising injury" based upon or arising out of the "subsidence" of land.
Toxic Drywall and Similar Products	(1) "Bodily injury" or "property damage" based upon or arising out of any "your work" or work conducted by an unrelated party, arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, or escape of any solid, liquid, gaseous, or thermal irritant or contaminant from any "toxic drywall and similar products". (2) Any loss, cost, or expense based upon or arising out of any: (a) request, demand, or order that you or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to or assess the effect of any "toxic drywall and similar products". (b) claim or "suit" by or on behalf of a governmental authority for damages because of testing, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of "toxic drywall and similar products".
Work Insured Under Wrap-Up Program	"Bodily injury", "property damage", or "personal and advertising injury" based upon or arising out of either your ongoing operations or operations included within the "products-completed operations hazard", if a consolidated (wrap-up) insurance program has been provided by the contractor, project manager, or owner of the construction project in which you are involved. This exclusion will apply regardless of whether the consolidated (wrap-up) insurance program provides identical coverage to that afforded by this policy.

D. Exclusions Applicable to Medical Payments

The following exclusion is amended as follows for purposes of this Endorsement:

In SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, 2. Exclusions, exclusion a. **Any Insured** is deleted in its entirety and replaced with the following:

Any Insured to any insured.

III. Definitions

A. The following definitions apply to this Endorsement. Additional definitions are contained in SECTION V – DEFINITIONS.

"Apartment" means a unit of residential real property in a multi-family residential building or project where all units are owned by and titled to a single person or entity.

"Biological agents" means any:

- a. (1) bacteria;
- (2) mildew, mold, or fungi;
- (3) other microorganisms; or
- (4) mycotoxins, spores, or other byproducts of any of the above;

	b. viruses or other pathogens (whether or not a microorganism); or c. colony or group of any of the above.
"Communicable disease"	means disease, illness, or disorder caused by bacteria, viruses, parasites, fungi, prions, microbes, or other pathogens, which: a. can be transmitted, directly or indirectly, from one organism to another organism by any means; and b. induces or is capable of inducing damage to human health or human welfare or can cause or threaten damage to, or deterioration or loss of, property or loss of use of property.
"Exterior insulation and finish system"	means a non-load bearing exterior cladding or finish system, and all its component parts, used on any part of any structure, and consisting of: a. a rigid or semi-rigid insulation board made of expanded polystyrene and other materials; b. the adhesive and/or mechanical fasteners used to attach the insulation board to the substrate; c. a reinforced or unreinforced base coat; d. a finish coat providing surface texture to which color may be added; and e. any flashing, caulking, or sealant used with the system for any purpose.
"Multi-unit property"	means any unit of real property in a multi-use or mixed-use building or property where each unit can be separately owned and titled.
"Repair or remodeling"	means work or operations limited to the maintenance, repair, renovation, restoration, improvement, betterment, alteration, or modification of an existing structure. "Repair or remodeling" does not include such work or operations where 50% or more of the existing structure on which such work or operations are performed has been, or during the course of the work or operations is, demolished.
"Residential property"	means any structure intended for use or used for human dwelling, in whole or in part, including but not limited to, single-family dwellings, multi-family dwellings, townhomes, condominiums, and appurtenant structures.
"Subsidence"	means earth movement of any kind, including but not limited to: a. landslide; b. mudflow; c. earth sinking; d. earth rising; e. collapse or movement of fill; f. improper compaction; g. earth settling, slipping, falling away, caving in, eroding, or tilting; h. earthquake; or

- i. any other movement of land or earth,

regardless of whether such earth movement is caused by any human act or any act of nature.

"Toxic drywall and similar products"

means any sheetrock, gypsum board, wallboard, or any other similar product which:

- a. was manufactured in or distributed from the People's Republic of China (PRC); or
- b. emits:
 - (1) hydrogen sulfide (H₂S);
 - (2) sulfur dioxide (SO₂);
 - (3) strontium sulfide (SrS); or
 - (4) carbonyl sulfide (COS).

"Tract home project"

means a development of five (5) or more individual and freestanding houses which share common or similar design elements, floor plans, blueprints, and/or architectural details, and which are constructed at the same time, or consecutively, on the same parcel, adjacent parcels, or parcels so located within one geographic area as to be considered a single project.

- B. The following definition is amended as follows for purposes of this Endorsement:

In Section V – Definitions, Subpart (2)(c) of the "Products-completed operations hazard" definition is deleted in its entirety and replaced with the following:

- (c) When that part of the work done at a job site has been put to its intended use by any person or organization.

IV. Conditions

The following conditions apply and are conditions precedent to coverage under this policy. Additional conditions are contained in SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS.

Anti-Stacking

Notwithstanding anything to the contrary in this policy, in the event this policy and any other policy issued to any insured by us or an affiliated company apply to the same occurrence or offense, the maximum limit of our liability under all such policies will not exceed the highest applicable limit of insurance available for the occurrence or offense under any one policy.



Hiscox Insurance Company Inc.

Policy Number: P101.473.493.2
Named Insured: Richard Yau
Endorsement Number: 16
Endorsement Effective: 01/31/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraphs 2. and 3. of the Cancellation Common Policy Condition are replaced by the following:

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured at the mailing address shown in the policy and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

a. 10 days before the effective date of cancellation if we cancel for:

- (1) Nonpayment of premium; or
- (2) Discovery of fraud by:
 - (a) Any insured or his or her representative in obtaining this insurance; or
 - (b) You or your representative in pursuing a claim under this policy.

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

- (1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
- (2) Discovery of fraud or material misrepresentation by:
 - (a) Any insured or his or her representative in obtaining this insurance; or
 - (b) You or your representative in pursuing a claim under this policy.
- (3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
 - (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
 - (6) A determination by the Commissioner of Insurance that the:
 - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
 - (b) Continuation of the policy coverage would:
 - (i) Place us in violation of California law or the laws of the state where we are domiciled; or
 - (ii) Threaten our solvency.
 - (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
- b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.

B. The following provision is added to the **Cancellation Common Policy Condition**:

7. Residential Property

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

- a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in b. and c. below.
- b. We may not cancel this policy solely because the first Named Insured has:
 - (1) Accepted an offer of earthquake coverage; or
 - (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

- c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This Restriction (c.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
 - (1) Capital Assets Program Coverage Form (Output Policy);
 - (2) Commercial Property Coverage Part – Causes Of Loss – Special Form; or
 - (3) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph D. Covered Causes Of Loss – Special.

- C. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

1. Subject to the provisions of Paragraphs C.2. and C.3. below, if we elect not to renew this policy, we will mail or deliver written notice stating the reason for nonrenewal to the first Named Insured shown in the Declarations and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Capital Assets Program (Output Policy) Coverage Part

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

- a. We may elect not to renew such coverage for any reason, except as provided in b., c. and d. below:
- b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

- (1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

- (2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

- (3) We have:

- (a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or
- (b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

- c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority that included an earthquake policy premium surcharge.

- d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This Restriction (d.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

- (1) Capital Assets Program Coverage Form (Output Policy);
- (2) Commercial Property Coverage Part – Causes Of Loss – Special Form; or
- (3) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph D. Covered Causes Of Loss – Special.

3. We are not required to send notice of nonrenewal in the following situations:

- a. If the transfer or renewal of a policy, without any changes in terms, conditions, or rates, is between us and a member of our insurance group.

- b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph C.1.
- c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
- d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
- e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
- f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph C.1., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.



Hiscox Insurance Company Inc.

Policy Number: P101,473,493.2
Named Insured: Richard Yau
Endorsement Number: 17
Endorsement Effective: 01/31/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The term "spouse" is replaced by the following:

Spouse or registered domestic partner under California law.



Hiscox Insurance Company Inc.

Policy Number: P101.473.493.2
Named Insured: Richard Yau
Endorsement Number: 18
Endorsement Effective: 01/31/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy, provided:

1. you have agreed in a written contract or agreement to add such additional insured to a policy providing the type of coverage afforded by this policy; and
2. you have agreed in a written contract or agreement with such additional insured that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



Hiscox Insurance Company Inc.

Policy Number: P101.473.493.2
Named Insured: Richard Yau
Endorsement Number: 19
Endorsement Effective: 01/31/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE	
Coverage	Limit of Insurance
Hired/Non-owned auto liability	\$ 1,000,000 each occurrence
The Limit of Insurance shown above will be subject to, and will not increase, the General Aggregate Limit applicable to the Commercial General Liability Coverage Part.	
If no information is stated above, the relevant information to complete the Schedule will be shown in the Declarations.	

A. The coverage provided by this endorsement will apply only up to the Limit of Insurance specified above or in the Declarations, if no information is shown in the Schedule.

1. Hired Auto Liability

The coverage provided under **Coverage A – Bodily Injury and Property Damage Liability in Section I – Coverages** applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.

2. Non-owned Auto Liability

The coverage provided under **Coverage A – Bodily Injury and Property Damage Liability in Section I – Coverages** applies to "bodily injury" or "property damage" arising out of the maintenance or use of any "non-owned auto" in your business by any person.

B. With respect to the coverage provided by this endorsement only, the following apply:

1. The exclusions under Paragraph 2.

Exclusions in Coverage A – Bodily Injury and Property Damage Liability in Section I – Coverages, other than Exclusions a., b., d., f., and i. are deleted in their entirety, and exclusions e. and j. are replaced by the following:

hn-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:

(1) Whether the insured may be liable as an employer or in any other capacity; and

- (2) To any obligation to share damages with or repay someone else who must pay damages because of injury.

This exclusion does not apply to:

- (i) Liability assumed by the insured under an "insured contract"; or
- (ii) "Bodily injury" arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers' compensation law.

nn-j. Damage to Property

"Property damage" to:

- (1) Property owned or being transported by, or rented or loaned to the insured; or
- (2) Property in the care, custody, or control of the insured.

2. Section II - Who Is An Insured is deleted in its entirety and replaced by the following:

Each of the following is an insured under this endorsement to the extent set forth below:

- a. You;
- b. Any other person using a "hired auto" with your permission;
- c. Solely for a "non-owned auto":
 - (1) Any partner or "executive officer" of yours; or
 - (2) Any "employee" of yours; but only while such "non-owned auto" is being used in your business; and
- d. Any other person or organization, but only for their liability because of acts or omissions of an insured under a., b. or c. above.

None of the following will be considered an insured under this endorsement:

- (1) Any person engaged in the business of their employer for "bodily injury" to any co-"employee" of such person injured in the course of employment, or to the spouse, child, parent, brother, or sister of that co-"employee" as a consequence of such "bodily injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury;
- (2) Any partner or "executive officer" for any "auto" owned by such partner or officer or a member of his or her household;
- (3) Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;

- (4) The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee; or
- (5) Any person or organization for the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

C. For purposes of this endorsement only, Section III – Limits of Insurance is amended to the extent necessary to provide the following:

Regardless of the number of "hired autos", "non-owned autos", or vehicles involved, or the number of claims made or "suits" brought, the most we will pay for all damages resulting from any one "occurrence" covered under this endorsement will be the Limit of Insurance stated in the Schedule above.

All payments we make for damages covered by this endorsement will be a part of, and not in addition to, the General Aggregate Limit stated in the Declarations.

D. For the purposes of this endorsement only, 4. Other Insurance in Section IV – Commercial General Liability Conditions is deleted in its entirety and replaced by the following:

This insurance is specifically excess over any primary insurance covering the "hired auto" or "non-owned auto".

D. With respect to the coverage provided by this endorsement, the following additional definitions are added to Section V- Definitions:

- 1. "Auto business" means the business or occupation of selling, repairing, servicing, storing, or parking "autos".
- 2. "Hired auto" means any "auto" you lease, hire, rent, or borrow. "Hired auto" does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", your partners, or your "executive officers", or members of their households.
- 3. "Non-owned auto" means any "auto" you do not own, lease, hire, rent, or borrow which is used in connection with your business. This includes "autos" owned by your "employees", your partners, or your "executive officers", or members of their households, but only while used in your business or your personal affairs.



Hiscox Insurance Company Inc.

Policy Number: P101.473.493.2
Named Insured: Richard Yau
Endorsement Number: 20
Endorsement Effective: 01/31/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals 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.

- C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.



Policy Number: P101.473.493.2
Named Insured: Richard Yau
Endorsement Number: 21
Endorsement Effective: 01/31/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED WAR EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph 2. Exclusions under Section I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, the exclusion of "War" is deleted in its entirety and replaced with the following:

i. War, Civil War, Cyberwarfare, and NCBR

"Bodily injury" or "property damage" based upon or arising out of, directly or indirectly occasioned by, happening through or in consequence of:

1. war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military, or usurped power;
2. confiscation, nationalization, requisition, destruction of, or damage to property by or under the order of any government, public, or local authority;
3. "cyberwarfare", to the extent not otherwise excluded by paragraph 1; or
4. any "NCBR malicious act".

This will not apply to damage by fire to premises while rented to you or temporarily occupied by you with the owner's permission. Any payments we make for "property damage" to such premises will be subject to the Damage to Premises Limit.

B. Paragraph 2. Exclusions under Section I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, the exclusion of "War" is deleted in its entirety and replaced with the following:

o. War, Civil War, Cyberwarfare, and NCBR

"Personal and advertising injury", based upon or arising out of, directly or indirectly occasioned by, happening through or in consequence of

1. war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military, or usurped power;
2. confiscation, nationalization, requisition, destruction of, or damage to property by or under the order of any government, public, or local authority;
3. "cyberwarfare", to the extent not otherwise excluded by paragraph 1; or
4. any "NCBR malicious act".

C. In Section V – DEFINITIONS, the following definitions are added for purposes of this endorsement:

1. "Cyberwarfare" means any:

- a. unauthorized access to, or use, alteration, corruption, damage, manipulation, misappropriation, theft, deletion, or destruction of, any computer hardware or electronic data;
- b. creation, transmission, or introduction into a computer system, computer network, or electronic data of a computer virus or harmful code; or
- c. restriction or inhibition of access to a computer system, computer network, or electronic data, including through a denial-of-service (DoS) attack,

committed by, or on behalf of, a "state".

In determining by whom any action listed in parts a. through c. above is committed we will consider to whom any governing body (including the governing body's intelligence, law enforcement, or military services) attributes such action, regardless of whether:

- i. the computer system, computer network, or electronic data is physically located within the jurisdiction of that governing body; or

- ii. there are inconsistent statements within different branches or agencies of that governing body (including intelligence, law enforcement, or military services) as to whom the action is attributable to.

However, if:

- A. a governing body has not attributed any such action to a "state", or any person, group, association, or entity acting on the "state's", behalf; and
- B. there is at least one "media report" or a cybersecurity forensic firm report indicating that such action is attributed to a "state" or any person, group, association, or entity acting on the "state's" behalf,

then we will not pay any damages for "bodily injury", "property damage", or "personal and advertising injury" resulting from any actions listed in parts a. through c. above until any governing body attributes such action to a "state" or any person, group, association, or entity acting on the "state's" behalf.

If a governing body does not attribute such action to a "state" or any person, group, association, or entity acting on the "state's" behalf, or declares it is unable to do so, then a "media report" or cybersecurity forensic firm report will be conclusive evidence that the act was committed by, or on behalf of, a "state".

For purposes of this definition, "media report" means an article published by the Associated Press, Reuters, Wall Street Journal, or the British Broadcasting Corporation.

For purposes of this definition, "state" means a sovereign state, state-like entity, quasi-state, proto-state, or a state sponsored actor or group.

- 2. "NCBR malicious act" means an act or series of acts that harms another person or damages property through the physical release or dispersal of "nuclear, chemical, biological, or radiological agents or materials", which is carried out by any person or group of persons, whether acting alone, on behalf of, or in connection with any organization.
- 3. "Nuclear, chemical, biological, or radiological agents or materials" means:
 - a. nuclear reaction, nuclear radiation or radioactive particles, whether released or dispersed by nuclear or conventional devices;
 - b. any chemical compound; or
 - c. any pathogen,in sufficient concentration to cause harm to people or damage to property.

Notices



Policyholder Notice Electronic Delivery

If you received your insurance policy by email, it is because you have chosen electronic delivery of your policy documents and important notices, including cancellation and nonrenewal notices where permitted by law. We also will send any renewal policy documents to you by email at the address you have provided.

If you are currently receiving paper documents and would like to have ease of retrieval and access and save on storage space, you will need to contact us and update your preferences. Most documents can be sent electronically within minutes. For electronic documents, you will need a computer or mobile device with Internet access and the ability to receive external emails. You also will need software such as Adobe Reader® that allows you to view and save PDF documents, and a printer to create paper copies.

At any time you may request a paper copy of your policy, or you may withdraw your consent to receive documents by email. We will then send documents to you by US mail at no added cost.

You must notify us if your email or street address changes. To update your email or street address, or to request paper documents, please contact us at 888-202-3007.

ECONOMIC AND TRADE SANCTIONS POLICYHOLDER NOTICE

Hiscox is committed to complying with the U.S. Department of Treasury Office of Foreign Assets Control (OFAC) requirements. OFAC administers and enforces economic sanctions policy based on Presidential declarations of national emergency. OFAC has identified and listed numerous foreign agents, front organizations, terrorists, and narcotics traffickers as Specially Designated Nationals (SDN's) and Blocked Persons. OFAC has also identified Sanctioned Countries. A list of Specially Designated Nationals, Blocked Persons and Sanctioned Countries may be found on the United States Treasury's web site <http://www.treas.gov/offices/enforcement/ofac/>.

Economic sanctions prohibit all United States citizens (including corporations and other entities) and permanent resident aliens from engaging in transactions with Specially Designated Nationals, Blocked Persons and Sanctioned Countries. Hiscox may not accept premium from or issue a policy to insure property of or make a claim payment to a Specially Designated National or Blocked Person. Hiscox may not engage in business transactions with a Sanctioned Country.

A Specially Designated National or Blocked Person is any person who is determined as such by the Secretary of Treasury.

A Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States.

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy may be rendered void from its inception with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

- (1) Any insured under this Policy, or any person or entity claiming the benefits of such insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to US economic trade sanctions;
- (2) Any claim or suit that is brought in a Sanctioned Country or by a Sanctioned Country government, where any action in connection with such claim or suit is prohibited by US economic or trade sanctions;
- (3) Any claim or suit that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to US economic or trade sanctions;
- (4) Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country government, where any activities related to such property are prohibited by US economic or trade sanctions; or
- (5) Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to US economic or trade sanctions.

Please read your Policy carefully and discuss with your broker/agent or insurance professional. You may also visit the US Treasury's website at <http://www.treas.gov/offices/enforcement/ofac/>.



Hiscox Insurance Company Inc.

WAR EXCLUSION NOTICE

Your renewal policy will contain a War Exclusion endorsement that amends the war exclusion in your policy to specifically exclude cyberwarfare and nuclear, chemical, biological, and radiological (NCBR) attacks. This endorsement clarifies our longstanding intent to exclude all types of war from coverage. It clarifies and does not alter the intended scope of coverage offered under your policy.

If you have additional questions or concerns about the endorsement or this Notice, please contact us at 1-866-424-8508. Thank you for your business and we look forward to continue providing you with quality service.

**FIRST AMENDMENT TO AGREEMENT 283 BETWEEN
THE CITY OF CUPERTINO AND RICHARD YAU FOR
PROGRAM AND PROJECT MANAGEMENT
CONSULTANT SERVICES**

This First Amendment to Agreement 283 between the City of Cupertino and Richard Yau is by and between the City of Cupertino, a municipal corporation (hereinafter "City") and Richard Yau, a Sole Proprietorship/Individual ("Contractor") whose address is 11523 Country Spring Ct., Cupertino, CA 95014, and is made with reference to the following:

RECITALS:

On July 29, 2021 Agreement 283 ("Agreement") was entered into by and between City and Contractor for Program and Project Management Consultant Services.

A. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. Paragraph 4.1 of the Agreement is modified to read as follows: Maximum Compensation. City will pay Contractor for satisfactory performance of the Services a total amount that will be based upon actual costs but that will be capped so as not to exceed \$170,000.00 ("Contract Price"), based upon the Scope of Services in Exhibit A and the budget and rates included. The maximum compensation includes all expenses and reimbursements and will remain in place even if Contractor's actual costs exceed the capped amount.
2. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed.

CITY OF CUPERTINO

RICHARD YAU

By *Jimmy Tan*
Title Assistant Director of Public Works
Date Feb 9, 2023

By *Richard Yau*
Title Consultant
Date Feb 8, 2023

APPROVED AS TO FORM

Christopher D. Jensen

City Attorney

ATTEST:

Kristen Aguarcia

City Clerk

Date Feb 9, 2023

EXPENDITURE DISTRIBUTION

Item	Contract Number	Amount
Original Agreement	2022-002	\$125,000.00
Amendment #1		\$45,000.00
Total		\$170,000.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/08/2023

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

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

PRODUCER Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 520 Madison Avenue 32nd Floor New York, New York 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Richard Yau 11523 Country Spring Court Cupertino, CA 95014	NAIC # 10200

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	P101.473.493.1	01/31/2023	01/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ S/T Gen. Agg. \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		P101.473.493.1	01/31/2023	01/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ CGL HNOA Limit (per occurrence) \$ 1,000,000
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Cupertino is listed as an Additional Insured. The Hiscox General Liability Policy is endorsed with Primary and Noncontributory endorsement in favor of City of Cupertino.

CERTIFICATE HOLDER**CANCELLATION**

City of Cupertino 10300 Torre Avenue Cupertino, CA 95014	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Your Insurance Documents

Enclosed you will find the policy documents that make up your insurance contract with us.

Please read through all of these documents. If you have any questions or need to update any of your information please call us at 844-357-0840 (Mon-Fri, 7am-10pm ET).

Your insurance documents

Declarations Page

This contains specific policy information, such as the limits and deductibles you have selected.

Policy Wording

This details the terms and conditions of your coverage, subject to policy endorsements.

Endorsements

These documents modify the Policy Wording or Declarations Page. These include relevant terms and conditions as required by your state and are part of your policy.

Notices

These documents provide information that may affect your coverage such as optional terrorism coverage (if purchased) and other important items required by your state.

Application Summary

This is a summary of the information that you provided to us as part of your application. Please review this document and let us know if any of the information is incorrect.

Reporting a claim

Please inform us immediately if you have a claim or loss to report. Please have your policy number available, which can be found on the declarations page, so we can handle your call quickly. Contact us via the methods below or file a claim using our online form at <https://www.hiscox.com/manage-your-policy/claims-center>.

Email: reportaclaim@hiscox.com

Phone: 866-424-8508

Mail: Hiscox Claims Center
5 Concourse Parkway
Suite 2150
Atlanta, GA 30328

Declarations Page

Commercial General Liability Declarations

In return for the payment of the premium, and subject to all the terms of this Policy, we agree with you to provide the insurance as stated in this Policy.

Declaration effective from:	January 31, 2023	
Policy No.:	P101.473.493.1	
Named Insured:	Richard Yau	
Address:	11523 Country Spring Court
Cupertino, CA 95014	
Email Address:	richardyau88@yahoo.com	
Policy period:	From: January 31, 2023	To: January 31, 2024

At 12:01 A.M. (Standard Time) at the address shown above.

Form of Business:	Sole Proprietor
Each Occurrence Limit:	\$1,000,000
Damage to Premises Rented to You Limit:	\$100,000 Any one premises
Medical Expense Limit:	\$5,000 Any one person
Personal & Advertising Injury Limit:	\$1,000,000 Any one person or organization
General Aggregate Limit:	\$2,000,000
Products/Completed Operations Aggregate Limit:	Products-completed operations are subject to the General Aggregate Limit
Supplemental Business Personal Property Floater Coverage Limit:	\$0
Supplemental Business Personal Property Floater Coverage Deductible:	Not Applicable

All Premises You Own, Rent or Occupy

Premises Number:	1
Address:	11523 Country Spring Court
Cupertino, CA 95014
Total Premium:	1,196.00
Attachments:	See attached Forms and Endorsements Schedule.



HISCOX INSURANCE COMPANY INC. (A Stock Company)
104 South Michigan Avenue, Suite 600, Chicago, Illinois 60603

IN WITNESS WHEREOF, the Insurer indicated above has caused this Policy to be signed by its President and Secretary, but this Policy shall not be effective unless also signed by the Insurer's duly authorized representative.

President

Secretary

Authorized Representative

Forms and Endorsements Schedule

Forms and Endorsements made part of this policy at time of issue:

CGL D001 10 18 - Commercial General Liability Declarations
INT D001 01 10 - Forms and Endorsements Schedule
CG 00 01 12 07 - General Liability Coverage Form
CGL E5401 CW (03/10) - Definition of Employee
CGL E5403 CW (03/10) - Notice Information
CGL E5404 CW (03/10) - Exclusion - Personal Information
CGL E5407 CW (03/10) - Exclusion - Professional Services
CGL E5408 CW (03/10) - Cancellation Provision (14 Day Full Refund)
CGL E5409 CW (03/10) - Right and Duty to Select Defense Counsel
CGL E5421 CW (02/14) - Additional Insured - Automatic Status
IL 00 17 11 98 - Common Policy Conditions
IL 00 21 09 08 - Nuclear Energy Liability Exclusion Endorsement (Broad Form)
CG 00 68 05 09 - Recording and Distribution of Material or Information in Violation of Law Exclusion
CG 21 41 11 85 - Exclusion - Intercompany Products Suits
CGL E5416 CW (01/13) - Exclusion - Construction Management Errors and Omissions Endorsement
CG 22 43 04 13 - Exclusion - Engineers, Architects Or Surveyors - Professional Liability Endorsement
CG 22 24 04 13 - Exclusion - Inspection, Appraisal And Survey Companies Endorsement
CGL E1951 CW (05/20) - Contractors Conditions and Exclusions
IL 02 70 09 08 - California Changes - Cancellation and Nonrenewal
CG 32 34 01 05 - California Changes
CGL E5581 CW (03/16) - Primary and Noncontributory - Other Insurance Condition
CGL E5691 CW (11/19) - Hired Auto And Non-Owned Auto Liability
CG 21 73 01 15 - Exclusion Of Certified Acts Of Terrorism
INT N003 CW (01/19) - Policyholder Notice Electronic Delivery
INT N001 CW (01/09) - Economic And Trade Sanctions Policyholder Notice

Policy Wording

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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 V – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as 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 "occurrence" 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 or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

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

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property 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:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

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.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" 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 "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (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) 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;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

- (5) "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 in the state 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".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property 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.

j. Damage To Property

"Property damage" to:

- (1) 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;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

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.

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.

q. Distribution Of Material In Violation Of Statutes

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" 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 "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense 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 end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed 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.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of websites for others; or

- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", 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. Distribution Of Material In Violation Of Statutes

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
- (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

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

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. 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.
- e. 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.

f. 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.

g. 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.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and

- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

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, 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.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or 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" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising 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), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (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 Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property 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", "volunteer workers", 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 (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. 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.
 - d. 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;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed 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; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
- a. Medical expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
- a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

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 – COMMERCIAL GENERAL 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 Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense 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 "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

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 Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If 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

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** 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.

- (3) 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.

- (4) 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. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
- 2. "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 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".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "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".

11. "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, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, 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, watercraft or "auto".

12. "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 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".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean 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.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property 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" or "property 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;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

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 disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" 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.

19. "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.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "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.

22. "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.

Endorsements



Hiscox Insurance Company Inc.

Policy Number: P101.473.493.1
Named Insured: Richard Yau
Endorsement Number: 1
Endorsement Effective: 01/31/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEFINITION OF EMPLOYEE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

In **Section V – DEFINITIONS**, Definition 5.
"Employee" is deleted and replaced with the
following:

5. "Employee" includes a "leased worker" and a
"temporary worker".



Hiscox Insurance Company Inc.

Policy Number: P101.473.493.1
Named Insured: Richard Yau
Endorsement Number: 2
Endorsement Effective: 01/31/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Where To Send Notice

Phone: 866-424-8508
Email: reportclaim@hiscox.com
Mail: Hiscox
5 Concourse Parkway, Suite 2150
Attn: Direct Claims
Atlanta GA, 30328

Subparagraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit in Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include the following:

Any notification required by this policy shall be provided to us at the address listed in the above SCHEDULE.



Hiscox Insurance Company Inc.

Policy Number: P101,473,493.1
Named Insured: Richard Yau
Endorsement Number: 3
Endorsement Effective: 01/31/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PERSONAL INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 2. **Exclusions** under **Section I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, and COVERAGE C – MEDICAL PAYMENTS** is amended to include the following exclusion:

Personal Information

"Bodily injury", "property damage" or "personal and advertising injury" caused by the insured's failure to protect any non-public, personally identifiable information in the insured's care, custody or control.



Hiscox Insurance Company Inc.

Policy Number: P101,473,493.1
Named Insured: Richard Yau
Endorsement Number: 4
Endorsement Effective: 01/31/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 2. **Exclusions** under **Section I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, is amended to include the following exclusion:

Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" caused by the rendering or failure to render any professional service.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering or failure to render any professional service.



Hiscox Insurance Company Inc.

Policy Number: P101.473.493.1
Named Insured: Richard Yau
Endorsement Number: 5
Endorsement Effective: 01/31/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION PROVISION (14 DAY FULL REFUND)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

All Coverage Parts included in this policy are subject to the following condition:

Notwithstanding anything in the "**COMMON POLICY CONDITIONS**" or any other cancellation provision to the contrary, if the first Named Insured cancels within 14 days of the inception of the policy period shown in the Declarations without there having been: (i) an "occurrence" that caused "bodily injury" or "property damage"; (ii) an offense arising out of your business that caused a "personal and advertising injury"; or (iii) an accident that caused "bodily injury"; then we shall return in full any premium amount actually paid to us. In such event, the effective date of cancellation shall be deemed to be the inception date of the policy period shown in the Declarations.



Hiscox Insurance Company Inc.

Policy Number: P101,473,493.1
Named Insured: Richard Yau
Endorsement Number: 6
Endorsement Effective: 01/31/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RIGHT AND DUTY TO SELECT DEFENSE COUNSEL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

In regard to any covered "suit" seeking damages under **Section I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** or **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, our right and duty to defend shall include the right to select defense counsel.



Hiscox Insurance Company Inc.

Policy Number: P101.473.493.1
Named Insured: Richard Yau
Endorsement Number: 7
Endorsement Effective: 01/31/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) for whom you are performing operations or leasing a premises when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

A person's or organization's status as an additional insured under this endorsement ends when your operations or lease agreement for that additional insured are completed.



Policy Number: P101.473.493.1
Named Insured: Richard Yau
Endorsement Number: 8
Endorsement Effective: 01/31/2023

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the 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.



Hiscox Insurance Company Inc.

Policy Number: P101.473.493.1
Named Insured: Richard Yau
Endorsement Number: 9
Endorsement Effective: 01/31/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

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

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

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

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

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

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

"Property damage" includes all forms of radioactive contamination of property.



Policy Number: P101.473.493.1
Named Insured: Richard Yau
Endorsement Number: 10
Endorsement Effective: 01/31/2023

RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion q. of Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

- B. Exclusion p. of Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.



Hiscox Insurance Company Inc.

Policy Number: P101,473,493.1
Named Insured: Richard Yau
Endorsement Number: 11
Endorsement Effective: 01/31/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – INTERCOMPANY PRODUCTS SUITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to any claim for damages by any Named Insured against another Named Insured because of "bodily injury" or "property damage" arising out of "your products" and included within the "products-completed operations hazard."



Hiscox Insurance Company Inc.

Policy Number: P101.473.493.1
Named Insured: Richard Yau
Endorsement Number: 12
Endorsement Effective: 01/31/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CONSTRUCTION MANAGEMENT ERRORS AND OMISSIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2.,
**Exclusions of Section I – Coverage A – Bodily
Injury And Property Damage Liability** and
Paragraph 2., **Exclusions of Section I – Coverage B
– Personal And Advertising Injury Liability:**

This insurance does not apply to "bodily injury",
"property damage" or "personal and advertising injury"
arising out of:

1. The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project on which you serve as a construction manager; or

2. Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager, while in the care, custody or control of any insured, or

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 "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved that which is described in Paragraph 1. or 2..



Hiscox Insurance Company Inc.

Policy Number: P101.473.493.1
Named Insured: Richard Yau
Endorsement Number: 13
Endorsement Effective: 01/31/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or any engineer, architect or surveyor who is either employed by you or performing work on your behalf in such capacity.

Professional services include:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities.

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 "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you or any engineer, architect or surveyor who is either employed by you or performing work on your behalf in such capacity.



Hiscox Insurance Company Inc.

Policy Number: P101.473.493.1
Named Insured: Richard Yau
Endorsement Number: 14
Endorsement Effective: 01/31/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – INSPECTION, APPRAISAL AND SURVEY COMPANIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" for which the insured may be held liable because of the rendering of or failure to render professional services in the performance of any claim, investigation, adjustment, engineering, inspection, appraisal, survey or audit services.

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 "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render professional services in the performance of any claim, investigation, adjustment, engineering, inspection, appraisal, survey or audit services.



Policy Number: P101.473.493.1
Named Insured: Richard Yau
Endorsement Number: 15
Endorsement Effective: 01/31/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS CONDITIONS AND EXCLUSIONS

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

I. What is covered

This insurance applies only to "bodily injury, "property damage", and/or "personal and advertising injury", that is caused by or results from the performance of the specified business operations described in the insured's application for this policy during the policy period. It is further agreed the application for this policy is deemed a part of and attached to this policy.

II. Exclusions - What is not covered

A. Bodily Injury and Property Damage Exclusions

The following exclusions are added to SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions.

This insurance does not apply to, and we will have no duty to investigate, adjust or defend, or to pay any investigation, adjustment or defense costs, including attorney's fees, to defend any insured against any claim or "suit" alleging damages arising out of or related to "bodily injury" or "property damage" to which any of the below exclusions apply.

These exclusions will apply to any operations that occur prior to the inception of the policy, during this policy period, or prior to the inception of the policy and continuing throughout the policy period.

Continuous or Progressive Bodily Injury and Property Damage

"Bodily injury" or "property damage", including continuous, progressively deteriorating, or repeated "bodily injury" or "property damage", that:

- (1) first existed, or is alleged to have first existed, prior to the inception of continuous coverage with us;
- (2) is, or is alleged to be, in the process of taking place prior to the inception of continuous coverage with us, even if such actual or alleged "bodily injury" or "property damage" continues during the policy period; or
- (3) is caused, or is alleged to have been caused, by the same condition which

resulted in such actual or alleged "bodily injury" or "property damage" which first existed prior to the inception of continuous coverage with us.

**Injury to
Employees,
Contractors, and
Employees of
Contractors**

"Bodily injury" to:

- (1) any "employee" of any insured; or
- (2) any person(s) who provides services directly or indirectly to or for any insured, regardless of where the services are performed or where the "bodily injury" occurs, including but not limited to a "leased worker", a "temporary worker", a "volunteer worker", a statutory employee, a casual worker, a seasonal worker, a contractor, a subcontractor, an independent contractor, or any person(s) hired by, loaned to, employed by, or contracted by any insured or any insured's contractor, subcontractor, or independent contractor,

arising out of and in the course of the employment or retention by or for any insured or the performance of any duties related to the conduct of any insured's business; or

- (3) the spouse, child, parent, brother, or sister of any such person(s) described in parts (1) and (2) above, as a consequence of the above, including but not limited to mental anguish, emotional distress, loss of consortium, loss of companionship, loss of guidance, loss of emotional support, and any similar injury or damage.

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

**Prior Completed or
Abandoned Work**

"Bodily injury" or "property damage" based upon or arising out of operations or "your work", conducted by you or on your behalf, or work conducted by an unrelated party, which:

- (1) was completed prior to the inception date of this policy or the earliest inception of continuous coverage with us; or
- (2) you or any other party abandoned or have not provided labor, materials, or services for 60 days.

The following exclusions are amended as follows for purposes of this Endorsement:

In SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, exclusion a. **Expected Or Intended Injury** and exclusion f. **Pollution** are deleted in their entirety and replaced with the following:

**Expanded
Intentional Injury**

"Bodily injury" or "property damage":

- (1) expected or intended from the standpoint of the insured; or
- (2) based upon or arising out of:
 - (a) any actual, threatened, or alleged assault or battery;
 - (b) the failure of any insured or anyone else for whom any insured is or could be held legally liable to prevent or suppress any assault or battery;
 - (c) the failure of any insured or anyone else for whom any insured is or could be held legally liable to render or secure medical treatment necessitated by any assault or battery;
 - (d) the rendering of medical treatment by any insured or anyone else for whom any insured is or could be held legally liable that was necessitated

by any assault or battery;

- (e) the negligent employment, investigation, supervision, training, or retention of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by any of subsections a through d above; or
- (f) any other cause of action, claim, or "suit" arising out of or resulting from any of the above.

Pollution

- (1) "Bodily injury" or "property damage" based upon or arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of "pollutants" at any time.

However, this exclusion does not apply to "bodily injury" or "property damage" based upon or arising out of heat, smoke, or fumes from a "hostile fire" unless that "hostile fire" occurred or originated at any premises, site, or location:

- (a) which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing, or treatment of waste; or
 - (b) on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost, or expense based upon or arising out of any:
 - (a) request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (b) claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

B. Personal and Advertising Injury Exclusions

The following exclusions are added to SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions.

This insurance does not apply to, and we will have no duty to investigate, adjust or defend, or to pay any investigation, adjustment or defense costs, including attorney's fees, to defend any insured against any claim or "suit" alleging damages arising out of or related to "personal and advertising injury" to which any of the below exclusions apply. This exclusion will apply regardless of whether any operations occur prior to the inception of the policy, during this policy period, or prior to the inception of the policy and continuing throughout the policy period.

Continuous or Progressive Personal and Advertising Injury

"Personal and advertising injury", including continuous, progressively deteriorating, or repeated "personal and advertising injury", that is based upon or arises out of an offense that:

- (1) first existed, or is alleged to have first existed, prior to the inception of continuous coverage with us;
- (2) is, or is alleged to be, in the process of taking place prior to the inception of continuous coverage with us, even if such actual or alleged offense continues during the policy period; or

- (3) is caused, or is alleged to have been caused, by the same condition which resulted in such actual or alleged offense which first existed prior to the inception of continuous coverage with us.

C. Exclusions Applicable to Bodily Injury, Property Damage, and Personal and Advertising Injury

The following exclusions are added to both SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions.

This insurance does not apply to, and we will have no duty to investigate, adjust or defend, or to pay any investigation, adjustment or defense costs, including attorney's fees, to defend any insured against any claim or "suit" alleging damages arising out of or related to "bodily injury", "property damage", or "personal and advertising injury" to which any of the below exclusions apply. These exclusions will apply regardless of whether any operations occur prior to the inception of the policy, during this policy period, or prior to the inception of the policy and continuing throughout the policy period.

Asbestos "Bodily injury", "property damage", or "personal and advertising injury" based upon or arising out of any actual or alleged:

- (1) mining, processing, manufacturing, use, testing, ownership, sale, or removal of asbestos, asbestos fibers, or material containing asbestos;
- (2) exposure to asbestos, asbestos fibers, or materials containing asbestos; or
- (3) provision of instructions, recommendations, notices, warnings, supervision, or advice given, or which should have been given, in connection with asbestos, asbestos fibers, or structures or materials containing asbestos.

Biological Agents "Bodily injury", "property damage", or "personal and advertising injury" based upon or arising out of:

- (1) the actual, alleged, or threatened contaminative, pathogenic, toxic, or other hazardous properties of "biological agents"; or
- (2) any:
 - (a) request, demand, or order that you or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to or assess the effect of any "biological agents"; or
 - (b) claim, "suit", or other proceeding by or on behalf of a governmental authority or others for the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of any "biological agents".

Chromated Copper Arsenate "Bodily injury", "property damage", or "personal and advertising injury" based upon or arising out of operations or "your work", conducted by you or on your behalf, or work conducted by an unrelated party, involving any actual, alleged, or threatened exposure at any time to chromated copper arsenate (CCA), regardless of whether:

- (1) such CCA is in pure form or is or was combined with any other chemical product or material; or
- (2) the existence of or exposure to CCA is alleged to have caused damage in any sequence or combination with, or contributed to or was contributed to by, any other cause or causes of injury or damage.

This exclusion also applies to any loss, cost, or expense that may be awarded or incurred by reason of a claim or "suit" for any such injury or damage described above.

This includes, but is not limited to, any injury or damage actually or allegedly caused by the removal, eradication, detoxification, remediation, or decontamination of CCA or property containing CCA and includes any liability, cost, or expense to remediate or prevent "bodily injury", "property damage", or "personal and advertising injury" from CCA.

Commercial or Industrial Boilers or Pressure Vessels

"Bodily injury", "property damage", or "personal and advertising injury" based upon or arising out of operations or "your work", conducted by you or on your behalf, or work conducted by an unrelated party, involving any commercial or industrial boilers or pressure vessels, including but not limited to:

- (1) installation;
- (2) cleaning;
- (3) repair;
- (4) servicing; or
- (5) inspection.

Communicable Disease

"Bodily injury", "property damage", or "personal and advertising injury" based upon or arising out of any actual or alleged "communicable disease" or the fear or threat, whether real or perceived, of a "communicable disease".

This exclusion applies even if any other cause or event contributes concurrently or in any sequence to the damages.

This exclusion applies even if any claim or "suit" against any insured alleges negligence or other wrongdoing in the:

- (1) supervision, hiring, employment, training, or monitoring of others that may be infected with and spread any "communicable disease";
- (2) testing or failure to test for any "communicable disease";
- (3) failure to prevent the spread of any "communicable disease"; or
- (4) failure to report any "communicable disease" to authorities.

This exclusion also applies to any loss, cost, or expense incurred by you or on your behalf to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of, any "communicable disease" or any substance that may cause or transmit any "communicable disease".

Cross-Suits

"Bodily injury", "property damage", or "personal and advertising injury" based upon or arising out of operations or "your work", conducted by you or on your behalf, or work conducted by an unrelated party, alleged in any claim or "suit" brought by a Named Insured, Additional Named Insured, or Additional Insured against any other Named Insured, Additional Named Insured, or Additional Insured.

Demolition or Wrecking

"Bodily injury", "property damage", or "personal and advertising injury" based upon or arising out of operations or "your work", conducted by you or on your behalf, or work conducted by an unrelated party, involving any demolition, collapse, or structural injury of any building or structure, partially or in its entirety, by:

- (1) wrecking ball or similar apparatus;
- (2) explosives or blasting; or

- (3) grading of land, excavating, burrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work or moving, shoring, underpinning, raising or rebuilding any building, or any similar activity.

This exclusion also applies to underground "property damage" of wires, conduits, pipes, mains, sewers, tanks, tunnels, or any other similar property beneath the surface of the ground or water.

**Employment-
Related Practices
Liability**

Bodily injury", "property damage", or "personal and advertising injury" based upon or arising out of any actual or alleged:

- (1) obligation under any workers' compensation, unemployment compensation, employers' liability, fair labor standards, labor relations, wage and hour, or disability benefit law, including any similar provisions of any federal, state, or local statutory or common law;
- (2) liability or breach of any duty or obligation owed by you as an employer or prospective employer;
- (3) refusal to employ a person or the termination of a person's employment; or
- (4) harassment, wrongful termination, retaliation, or discrimination, including but not limited to adverse or disparate impact,

including any resulting damages sustained at any time by the brother, child, parent, sister, or spouse of such person as a consequence of the above.

This exclusion will apply whether you 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 any of the above.

**Excluded Costs
And Damages**

Any:

- (1) civil, regulatory, or criminal fines;
- (2) restitution or disgorgement; or
- (3) sanctions, taxes, or penalties,

including those imposed by any federal, state, or local government authority, or any multiple, punitive, or exemplary damages.

Exterior Insulation

"Bodily injury", "property damage", or "personal and advertising injury" based upon or arising out of:

- (1) the design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correlation or replacement, of any "exterior insulation and finish system", or any substantially similar system, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking, or sealants in connection with such system; or
- (2) "your product" or "your work" with respect to any exterior component, fixture, or feature of any structure if any "exterior insulation and finish system", or any substantially similar system, is used on the part of that structure containing that component, fixture, or feature.

Forestry Operations

"Bodily injury", "property damage", or "personal and advertising injury" based upon or arising out of:

- (1) fire, including the cost to extinguish, fight, contain, or clean up debris due to such fire;
- (2) the loading or unloading from any vehicle of any timber or other materials relating to forestry, logging, lumbering, or similar land clearing operations;
- (3) erosion or the failure to control such erosion; or
- (4) the erroneous cutting or removal of trees or crops,

resulting from operations or "your work", conducted by you or on your behalf, or work conducted by an unrelated party, involving forestry, logging, lumbering, or similar land clearing operations.

Foundation Repair, Stabilization, Retrofitting

"Bodily injury", "property damage", or "personal and advertising injury" based upon or arising out of operations or "your work", conducted by you or on your behalf, or work conducted by an unrelated party, involving foundation repair, stabilization, or retrofitting.

Lead

"Bodily injury", "property damage", or "personal and advertising injury" based upon or arising out of:

- (1) the actual, alleged, or threatened contaminative, pathogenic, toxic, or other hazardous properties of lead; or
- (2) any:
 - (a) request, demand, or order that you or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effect of lead; or
 - (b) claim, "suit", or other proceeding by or on behalf of a governmental authority or others for the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of lead.

Multi-Unit Property

"Bodily injury", "property damage", or "personal and advertising injury" based upon or arising out of operations or "your work", conducted by you or on your behalf, or work conducted by an unrelated party, involving:

- (1) any "multi-unit property" or "tract home project" in which more than ten (10) houses or dwelling units have been built, or are in any stage of development, planning, or construction; or
- (2) the remodeling or conversion of any existing "apartment" or commercial or industrial building to a "multi-unit property".

This exclusion does not apply to "bodily injury", "property damage", or "personal and advertising injury" based upon or arising out of:

- (1) the original construction of any "apartment"; or
- (2) "repair or remodeling" conducted by you or on your behalf on any single unit of "residential property", other than an "apartment", provided that the unit is certified for occupancy prior to the commencement of the repair or remodel work.

Silica or Silica-Related Dust

"Bodily injury", "property damage", or "personal and advertising injury" based upon or arising out of any:

- (1) actual, alleged, or threatened exposure to, inhalation of, or contact with silicon dioxide, silica products, silica fibers, silica dust, any silica byproducts, or silica, whether alone or in combination with any substance, product, or material; or

	(2) loss, cost, or expense arising out of any testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of any material containing silica.
Subsidence/Earth Movement	"Bodily injury", "property damage", or "personal and advertising injury" based upon or arising out of the "subsidence" of land.
Toxic Drywall and Similar Products	(1) "Bodily injury" or "property damage" based upon or arising out of any "your work" or work conducted by an unrelated party, arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, or escape of any solid, liquid, gaseous, or thermal irritant or contaminant from any "toxic drywall and similar products". (2) Any loss, cost, or expense based upon or arising out of any: (a) request, demand, or order that you or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to or assess the effect of any "toxic drywall and similar products". (b) claim or "suit" by or on behalf of a governmental authority for damages because of testing, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of "toxic drywall and similar products".
Work Insured Under Wrap-Up Program	"Bodily injury", "property damage", or "personal and advertising injury" based upon or arising out of either your ongoing operations or operations included within the "products-completed operations hazard", if a consolidated (wrap-up) insurance program has been provided by the contractor, project manager, or owner of the construction project in which you are involved. This exclusion will apply regardless of whether the consolidated (wrap-up) insurance program provides identical coverage to that afforded by this policy.

D. Exclusions Applicable to Medical Payments

The following exclusion is amended as follows for purposes of this Endorsement:

In SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, 2. Exclusions, exclusion a. **Any Insured** is deleted in its entirety and replaced with the following:

Any Insured to any insured.

III. Definitions

A. The following definitions apply to this Endorsement. Additional definitions are contained in SECTION V – DEFINITIONS.

"Apartment" means a unit of residential real property in a multi-family residential building or project where all units are owned by and titled to a single person or entity.

"Biological agents" means any:

- a. (1) bacteria;
- (2) mildew, mold, or fungi;
- (3) other microorganisms; or
- (4) mycotoxins, spores, or other byproducts of any of the above;

	b. viruses or other pathogens (whether or not a microorganism); or c. colony or group of any of the above.
"Communicable disease"	means disease, illness, or disorder caused by bacteria, viruses, parasites, fungi, prions, microbes, or other pathogens, which: a. can be transmitted, directly or indirectly, from one organism to another organism by any means; and b. induces or is capable of inducing damage to human health or human welfare or can cause or threaten damage to, or deterioration or loss of, property or loss of use of property.
"Exterior insulation and finish system"	means a non-load bearing exterior cladding or finish system, and all its component parts, used on any part of any structure, and consisting of: a. a rigid or semi-rigid insulation board made of expanded polystyrene and other materials; b. the adhesive and/or mechanical fasteners used to attach the insulation board to the substrate; c. a reinforced or unreinforced base coat; d. a finish coat providing surface texture to which color may be added; and e. any flashing, caulking, or sealant used with the system for any purpose.
"Multi-unit property"	means any unit of real property in a multi-use or mixed-use building or property where each unit can be separately owned and titled.
"Repair or remodeling"	means work or operations limited to the maintenance, repair, renovation, restoration, improvement, betterment, alteration, or modification of an existing structure. "Repair or remodeling" does not include such work or operations where 50% or more of the existing structure on which such work or operations are performed has been, or during the course of the work or operations is, demolished.
"Residential property"	means any structure intended for use or used for human dwelling, in whole or in part, including but not limited to, single-family dwellings, multi-family dwellings, townhomes, condominiums, and appurtenant structures.
"Subsidence"	means earth movement of any kind, including but not limited to: a. landslide; b. mudflow; c. earth sinking; d. earth rising; e. collapse or movement of fill; f. improper compaction; g. earth settling, slipping, falling away, caving in, eroding, or tilting; h. earthquake; or

i. any other movement of land or earth,

regardless of whether such earth movement is caused by any human act or any act of nature.

"Toxic drywall and similar products"

means any sheetrock, gypsum board, wallboard, or any other similar product which:

a. was manufactured in or distributed from the People's Republic of China (PRC); or

b. emits:

(1) hydrogen sulfide (H₂S);

(2) sulfur dioxide (SO₂);

(3) strontium sulfide (SrS); or

(4) carbonyl sulfide (COS).

"Tract home project"

means a development of five (5) or more individual and freestanding houses which share common or similar design elements, floor plans, blueprints, and/or architectural details, and which are constructed at the same time, or consecutively, on the same parcel, adjacent parcels, or parcels so located within one geographic area as to be considered a single project.

B. The following definition is amended as follows for purposes of this Endorsement:

In Section V – Definitions, Subpart (2)(c) of the "Products-completed operations hazard" definition is deleted in its entirety and replaced with the following:

(c) When that part of the work done at a job site has been put to its intended use by any person or organization.

IV. Conditions

The following conditions apply and are conditions precedent to coverage under this policy. Additional conditions are contained in SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS.

Anti-Stacking

Notwithstanding anything to the contrary in this policy, in the event this policy and any other policy issued to any insured by us or an affiliated company apply to the same occurrence or offense, the maximum limit of our liability under all such policies will not exceed the highest applicable limit of insurance available for the occurrence or offense under any one policy.



Hiscox Insurance Company Inc.

Policy Number: P101.473.493.1
Named Insured: Richard Yau
Endorsement Number: 16
Endorsement Effective: 01/31/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraphs 2. and 3. of the **Cancellation** Common Policy Condition are replaced by the following:

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured at the mailing address shown in the policy and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

- a. 10 days before the effective date of cancellation if we cancel for:
 - (1) Nonpayment of premium; or
 - (2) Discovery of fraud by:
 - (a) Any insured or his or her representative in obtaining this insurance; or
 - (b) You or your representative in pursuing a claim under this policy.
- b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

- a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:
 - (1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
 - (2) Discovery of fraud or material misrepresentation by:
 - (a) Any insured or his or her representative in obtaining this insurance; or
 - (b) You or your representative in pursuing a claim under this policy.
 - (3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
 - (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
 - (6) A determination by the Commissioner of Insurance that the:
 - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
 - (b) Continuation of the policy coverage would:
 - (i) Place us in violation of California law or the laws of the state where we are domiciled; or
 - (ii) Threaten our solvency.
 - (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
- b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.

B. The following provision is added to the **Cancellation Common Policy Condition**:

7. Residential Property

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

- a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in b. and c. below.
- b. We may not cancel this policy solely because the first Named Insured has:
 - (1) Accepted an offer of earthquake coverage; or
 - (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

- c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This Restriction (c.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
 - (1) Capital Assets Program Coverage Form (Output Policy);
 - (2) Commercial Property Coverage Part – Causes Of Loss – Special Form; or
 - (3) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph D. Covered Causes Of Loss – Special.

- C. The following is added and supersedes any provisions to the contrary:

NONRENEWAL

1. Subject to the provisions of Paragraphs C.2. and C.3. below, if we elect not to renew this policy, we will mail or deliver written notice stating the reason for nonrenewal to the first Named Insured shown in the Declarations and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Capital Assets Program (Output Policy) Coverage Part

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

- a. We may elect not to renew such coverage for any reason, except as provided in b., c. and d. below:
- b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

- (1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

- (2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

- (3) We have:

- (a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or
- (b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

- c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority that included an earthquake policy premium surcharge.

- d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This Restriction (d.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

- (1) Capital Assets Program Coverage Form (Output Policy);
- (2) Commercial Property Coverage Part – Causes Of Loss – Special Form; or
- (3) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph D. Covered Causes Of Loss – Special.

3. We are not required to send notice of nonrenewal in the following situations:

- a. If the transfer or renewal of a policy, without any changes in terms, conditions, or rates, is between us and a member of our insurance group.

- b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph C.1.
- c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
- d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
- e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
- f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph C.1., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.



Hiscox Insurance Company Inc.

Policy Number: P101.473.493.1
Named Insured: Richard Yau
Endorsement Number: 17
Endorsement Effective: 01/31/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The term "spouse" is replaced by the following:

Spouse or registered domestic partner under California law.



Hiscox Insurance Company Inc.

Policy Number: P101,473,493.1
Named Insured: Richard Yau
Endorsement Number: 18
Endorsement Effective: 01/31/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy, provided:

1. you have agreed in a written contract or agreement to add such additional insured to a policy providing the type of coverage afforded by this policy; and
2. you have agreed in a written contract or agreement with such additional insured that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



Hiscox Insurance Company Inc.

Policy Number: P101.473.493.1
Named Insured: Richard Yau
Endorsement Number: 19
Endorsement Effective: 01/31/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE	
Coverage	Limit of Insurance
Hired/Non-owned auto liability	\$ 1,000,000 each occurrence
The Limit of Insurance shown above will be subject to, and will not increase, the General Aggregate Limit applicable to the Commercial General Liability Coverage Part.	
If no information is stated above, the relevant information to complete the Schedule will be shown in the Declarations.	

A. The coverage provided by this endorsement will apply only up to the Limit of Insurance specified above or in the Declarations, if no information is shown in the Schedule.

1. Hired Auto Liability

The coverage provided under **Coverage A – Bodily Injury and Property Damage Liability** in **Section I – Coverages** applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.

2. Non-owned Auto Liability

The coverage provided under **Coverage A – Bodily Injury and Property Damage Liability** in **Section I – Coverages** applies to "bodily injury" or "property damage" arising out of the maintenance or use of any "non-owned auto" in your business by any person.

B. With respect to the coverage provided by this endorsement only, the following apply:

1. The exclusions under Paragraph 2. **Exclusions in Coverage A – Bodily Injury and Property Damage Liability** in **Section I – Coverages**, other than Exclusions a., b., d., f., and i. are deleted in their entirety, and exclusions e. and j. are replaced by the following:

hn-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:

- (1) Whether the insured may be liable as an employer or in any other capacity; and

- (2) To any obligation to share damages with or repay someone else who must pay damages because of injury.

This exclusion does not apply to:

- (i) Liability assumed by the insured under an "insured contract"; or
- (ii) "Bodily injury" arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers' compensation law.

hn-j. Damage to Property

"Property damage" to:

- (1) Property owned or being transported by, or rented or loaned to the insured; or
- (2) Property in the care, custody, or control of the insured.

2. **Section II - Who Is An Insured** is deleted in its entirety and replaced by the following:

Each of the following is an insured under this endorsement to the extent set forth below:

- a. You;
- b. Any other person using a "hired auto" with your permission;
- c. Solely for a "non-owned auto":
 - (1) Any partner or "executive officer" of yours; or
 - (2) Any "employee" of yours; but only while such "non-owned auto" is being used in your business; and
- d. Any other person or organization, but only for their liability because of acts or omissions of an insured under a., b. or c. above.

None of the following will be considered an insured under this endorsement:

- (1) Any person engaged in the business of their employer for "bodily injury" to any co-"employee" of such person injured in the course of employment, or to the spouse, child, parent, brother, or sister of that co-"employee" as a consequence of such "bodily injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury;
- (2) Any partner or "executive officer" for any "auto" owned by such partner or officer or a member of his or her household;
- (3) Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;

- (4) The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee; or
- (5) Any person or organization for the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

C. For purposes of this endorsement only, **Section III – Limits of Insurance** is amended to the extent necessary to provide the following:

Regardless of the number of "hired autos", "non-owned autos", or vehicles involved, or the number of claims made or "suits" brought, the most we will pay for all damages resulting from any one "occurrence" covered under this endorsement will be the Limit of Insurance stated in the Schedule above.

All payments we make for damages covered by this endorsement will be a part of, and not in addition to, the General Aggregate Limit stated in the Declarations.

D. For the purposes of this endorsement only, **4. Other Insurance in Section IV – Commercial General Liability Conditions** is deleted in its entirety and replaced by the following:

This insurance is specifically excess over any primary insurance covering the "hired auto" or "non-owned auto".

D. With respect to the coverage provided by this endorsement, the following additional definitions are added to **Section V- Definitions**:

- 1. "Auto business" means the business or occupation of selling, repairing, servicing, storing, or parking "autos".
- 2. "Hired auto" means any "auto" you lease, hire, rent, or borrow. "Hired auto" does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", your partners, or your "executive officers", or members of their households.
- 3. "Non-owned auto" means any "auto" you do not own, lease, hire, rent, or borrow which is used in connection with your business. This includes "autos" owned by your "employees", your partners, or your "executive officers", or members of their households, but only while used in your business or your personal affairs.



Hiscox Insurance Company Inc.

Policy Number: P101.473.493.1
Named Insured: Richard Yau
Endorsement Number: 20
Endorsement Effective: 01/31/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals 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.

- C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

Notices



Policyholder Notice Electronic Delivery

If you received your insurance policy by email, it is because you have chosen electronic delivery of your policy documents and important notices, including cancellation and nonrenewal notices where permitted by law. We also will send any renewal policy documents to you by email at the address you have provided.

If you are currently receiving paper documents and would like to have ease of retrieval and access and save on storage space, you will need to contact us and update your preferences. Most documents can be sent electronically within minutes. For electronic documents, you will need a computer or mobile device with Internet access and the ability to receive external emails. You also will need software such as Adobe Reader® that allows you to view and save PDF documents, and a printer to create paper copies.

At any time you may request a paper copy of your policy, or you may withdraw your consent to receive documents by email. We will then send documents to you by US mail at no added cost.

You must notify us if your email or street address changes. To update your email or street address, or to request paper documents, please contact us at 888-202-3007.

ECONOMIC AND TRADE SANCTIONS POLICYHOLDER NOTICE

Hiscox is committed to complying with the U.S. Department of Treasury Office of Foreign Assets Control (OFAC) requirements. OFAC administers and enforces economic sanctions policy based on Presidential declarations of national emergency. OFAC has identified and listed numerous foreign agents, front organizations, terrorists, and narcotics traffickers as Specially Designated Nationals (SDN's) and Blocked Persons. OFAC has also identified Sanctioned Countries. A list of Specially Designated Nationals, Blocked Persons and Sanctioned Countries may be found on the United States Treasury's web site <http://www.treas.gov/offices/enforcement/ofac/>.

Economic sanctions prohibit all United States citizens (including corporations and other entities) and permanent resident aliens from engaging in transactions with Specially Designated Nationals, Blocked Persons and Sanctioned Countries. Hiscox may not accept premium from or issue a policy to insure property of or make a claim payment to a Specially Designated National or Blocked Person. Hiscox may not engage in business transactions with a Sanctioned Country.

A Specially Designated National or Blocked Person is any person who is determined as such by the Secretary of Treasury.

A Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States.

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy may be rendered void from its inception with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

- (1) Any insured under this Policy, or any person or entity claiming the benefits of such insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to US economic trade sanctions;
- (2) Any claim or suit that is brought in a Sanctioned Country or by a Sanctioned Country government, where any action in connection with such claim or suit is prohibited by US economic or trade sanctions;
- (3) Any claim or suit that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to US economic or trade sanctions;
- (4) Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country government, where any activities related to such property are prohibited by US economic or trade sanctions; or
- (5) Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to US economic or trade sanctions.

Please read your Policy carefully and discuss with your broker/agent or insurance professional. You may also visit the US Treasury's website at <http://www.treas.gov/offices/enforcement/ofac/>.

Application Summary

Application Summary

The following outlines the details you have given us about your business. We have relied on the accuracy of this information in order to issue your policy. If any of the items below are incorrect or have changed, please call us at so that we can update your policy details.

Your policy

Policy number:	P101.473.493.1
Quote reference number:	Q101.473.493.001
Product:	Commercial General Liability
Business name:	Richard Yau
Business address:	11523 Country Spring Court
City:	Cupertino
State:	CA
Zip code:	95014
County:	Santa Clara
Name:	Richard Yau
Email address:	richardyau88@yahoo.com
Telephone number:	408-309-3970
Per occurrence limit of liability:	\$1,000,000
Aggregate limit of liability:	\$2,000,000
Deductible:	\$0
Revenue:	\$150,000
When would you like your policy to start?	January 31, 2023

Locations

Covered Location 1:	11523 Country Spring Court Cupertino CA 95014
Revenue:	\$150,000

Your business

Class of Business:	Project manager (architecture or engineering)
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Your business	
Your business's ownership structure	Sole Proprietor
Is your business operated out of your home?	No
Do you currently have an insurance policy in effect for the coverage requested?	Yes
Project manager (architecture or engineering)	
Does your business or any of your subcontractors provide any of the following services or work on any projects involving the following materials or infrastructure (check all that apply)? • Aerospace engineering • Amusement rides, pools or playgrounds • Asbestos, lead, or mold evaluation or abatement • Bridges, dams, harbors, mines, piers or tunnels • Condominiums • Design/build firms • Emergency response or clean-up of any hazardous waste • Foundation, sheeting or retaining wall design • Geotechnical / soils engineering • Home inspections for prospective buyers or lenders • Hydraulic fracturing, hydrofracturing or fracking • Laboratory testing • Land acquisition • Land surveying, boundary surveying or construction staking • Marine engineering • Mechanical engineering • Mining engineering • Nuclear engineering • Oil, gas or well engineering • Petro / chemical engineering • Structural engineering • Underground storage tanks or utilities • None of the above	None of the above
Does your business or any of your subcontractors directly perform any of the following physical services (check all that apply)? • Carpentry • Construction, demolition, or remodeling • Delivery • Electrical • Equipment installation or repair • Flooring • General contracting • Home building • Lawn or garden maintenance • Painting • Plumbing • Roofing • Tiling • Transportation	None of the above

Your business

- Any other physical maintenance/repair services?
- None of the above

Does your business subcontract any professional services? No

Does your business supply, manufacture, or distribute any tangible goods or products? This does not apply to construction projects your business designs or reviews. No

Statements About Your Business

As the individual completing this transaction, you are authorized to purchase and bind this insurance on behalf of the entity applying for coverage. Agree

Your business is not controlled or owned by any other firm, corporation, or entity. Agree

For the entire period of time that you have owned and controlled the business, you have not sold, purchased or acquired, discontinued, merged into or consolidated with another business. Agree

Your business has never had any commercial insurance cancelled or rescinded. Agree

Business Activities

Your business does not conduct any of the following activities: Agree

- Automotive repair or sales

- Food service/restaurant operations

- Medical Services

- Retail Operations

Note: This does not include the activities of your clients in any of these industries.

Claims and Loss History

Based upon your knowledge and the knowledge of your business's current and past partners, officers, directors and employees, during the last five years a third party has never made a claim against your business and you do not know of any reason why someone may make a claim. Agree

General Liability

The limits of liability represent the total amount available to pay judgments and settlements for any claims. We are not liable for any amounts that exceed these limits.

If coverage is provided, it shall apply only to occurrences that take place during the policy period.

Judgments, settlements and claims expenses incurred are subject to a deductible amount. The deductible is the amount you must pay before we will make any payments under the policy. Some coverage may not be subject to a deductible, in which case you are not required to make payments before any payments are made under the policy. Please consult the policy language for details.

If you have knowledge of any circumstance that may lead to a loss or a claim being made against you, coverage will be excluded if such loss occurs or claim is made.

Occurrences that took place prior to the inception of the policy are excluded.

Fraud Warning

For your protection California law requires the following to appear on this form:

Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Policy Cancellation Statement

You have 14 days from inception of your policy/policies to review your documents. If you have no losses or reported claims, you have the right to cancel back to inception for a full refund.

Other General Confirmation Statements

Optional Terrorism

You have declined to purchase optional terrorism coverage.

Yes

Optional Business Personal Property Coverage

You have declined to purchase optional business personal property and equipment coverage.

Yes

- You can receive your policy documents and important notices, including cancellation and nonrenewal notices, in electronic or paper form.
- We will send documents by email or US mail to the address you have provided. You must notify us if your email or street address changes.
- For electronic documents, you will need a computer with Internet access and the ability to receive external emails; software such as Adobe Reader® to view and save PDF documents; and a printer to create paper copies.
- You can always withdraw your consent to receive documents by email. We will then send documents to you by US mail at no added cost.

Agree to receive policy documents by email
Agree to receive important notices by email

Other General Confirmation Statements

- To update your email or street address, or to request paper documents, you can contact us at .

The information you provided is accurate and complete and has been used to accept your application and determine the terms and conditions your policy/policies.

I have read the information above and confirm it is correct. I understand that by checking this box and providing the premium payment I agree that I am entering into a binding agreement with Hiscox Insurance Company Inc.

Declaration of Sole Proprietorship

DECLARATION AND ADDENDUM TO ALL CONTRACTS ENTERED INTO OR BID
AWARDED TO: _____, hereinafter "Organization"

For the purpose of inducing the City of Cupertino ("City") to enter into any contracts with Organization, or to go forward with any contracts awarded to Organization, I declare as follows:

I am the authorized representative of Organization, an independent contractor for the purposes of workers' compensation and labor laws in the State of California. This Organization will hire no employees for work required for any bid awarded or any contract entered into with the City. All work required will be performed personally and solely by me.

If the Organization hires employees to perform this contract or any portion thereof, the Organization shall obtain workers' compensation insurance and provide proof of such coverage to the City.

If the Organization hires a subcontractor to perform this contract or any portion thereof, and the subcontractor has employees, then the Organization shall require its subcontractor to obtain workers' compensation insurance coverage. In the alternative, the Organization shall obtain workers' compensation insurance coverage on behalf of the subcontractor's employees.

This document constitutes a declaration by the Organization against its financial interest, relative to any claims that it may assert under the applicable workers' compensation and/or labor laws against the City relating to any bid awarded or contract entered into with this Organization. The Organization shall defend, indemnify and hold harmless the City from any and all liability, claims, demands, causes of action, charges, damages, injuries, fees including attorney fees, costs and expense that may be asserted or established by any person or entity in the event the Organization hires an employee in violation of this addendum.

I agree that this declaration shall constitute an addendum to any bid awarded or any contract entered into with this Organization. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATE

AUTHORIZED REPRESENTATIVE

Contractor/Consultant Affidavit of No Employees

State of California
County of Santa Clara
City of Cupertino

I, the undersigned, declare as follows:

I am an independent contractor and the owner of _____.

I wish to enter into a services contract with the City of Cupertino. I am fully aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage for employees in accordance with the provisions of that Code. I am also aware that I must provide proof of workers' compensation insurance to the City of Cupertino for any and all employees I may have, pursuant to Section 12 of the City of Cupertino's contract.

I hereby certify that I do not have any employees nor will I have any employees working for me or my business during the term of any service contract with the City of Cupertino. I am not required to have Workers' Compensation insurance.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this ____ day of _____, 2023, at _____, California.

PRINT NAME

SIGNATURE