



Building Industry Insurance Association, Inc.

OCCURRENCE EXCESS LIABILITY POLICY

PROVISIONS

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

In consideration of the payment of the premium, and in reliance upon the statements and representations made in the Application, and subject to mutual agreements set forth herein and in the DECLARATIONS, and subject to all the terms and conditions of this policy, the COMPANY hereby agrees with the Insured as follows:

SECTION A - INSURING AGREEMENTS

1. The Company hereby agrees to pay on behalf of the Insured that portion of Ultimate Net Loss in excess of the limits of Underlying Insurance as shown in Item 3. of the Declarations, but only up to an amount not exceeding the Company's Limit of Liability as shown in Item 4. of the Declarations. Except for the Terms, Definitions, Conditions and Exclusions of this policy, the coverage provided by this policy shall follow the Insuring Agreements, Definitions, Conditions and Exclusions of the Controlling Underlying Insurance Policy as shown in Item 3. of the Declarations.
2. The inclusion or addition hereunder of more than one Insured shall not operate to increase the Company's Limit of Liability beyond that set forth in Item 4. of the Declarations.
3. Under no circumstances will the Company's Limit of Liability exceed the policy limits shown under Item 3. of the Declarations.

SECTION B - DEFINITIONS

1. Each Annual Period.
The term "Each Annual Period" shall mean consecutive period of one year commencing from the inception date of this policy.
2. Ultimate Net Loss.
The term "Ultimate Net Loss" shall mean all sums which the Insured shall become legally obligated to pay as damages (including interest thereon) whether by reason of adjudication or settlement because of injury or damage, after making deductions for all recoveries and for other insurance, excepting however the policy(ies) of the Underlying Insurer(s). Ultimate Net Loss shall exclude all interest accruing after entry of Judgment except with the consent of the Company.
3. Underlying Insurance.
The term "Underlying Insurance" shall mean the policy or policies listed in Item 3. of the Declarations.

SECTION C - CONDITIONS

1. Changes.
The Company shall be promptly notified of any coverage or limit change(s) made to the Underlying Insurance after the inception date of this policy.



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2. Premium.

The Insured shall pay premium to the Company as specified in the Declarations.

For policies issued on an adjustable basis (not a flat basis), upon expiration of this policy or its termination during the policy period the earned premium shall be computed on the basis of General Liability Undiscounted Primary Premium of exposure times the rate. If the earned premium thus computed is more than the advanced premium paid, the Insured shall immediately pay the excess to the Company; if less, the Company shall retain the Minimum and Deposit Premium as stated in the declarations.

3. Duties in the Event of Accident, Occurrence, Claim or Suit.

You must see to it that we or our authorized representative and your underlying insurers:

- a. are notified as soon as practicable of any accident or occurrence which may result in a claim it the claim may involve this policy or any underlying insurance;
- b. receive notice of the claim or suit as soon as practicable. Notice shall include:
 - 1) How, when and where the accident or occurrence took place;
 - 2) The Insured's name and address;
 - 3) The names and addresses of any injured persons and witnesses; and
 - 4) The nature and location of any injury or damage arising out of the accident or occurrence.
- c. are assisted, upon our request, in the enforcement of any right against any person or organization which may be liable to you or any other Insured because of injury or damage to which this insurance may apply; and
- d. receive the Insured's full cooperation in the investigation, adjustment, settlement or defense of any claim or suit.

In addition, it is a requirement of this policy that:

- a. the Insured not make any admission of liability;
- b. no Insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense other than for first aid without our written consent;
- c. you immediately send us copies of any demands, notices, summonses or legal paper received in connection with a claim or suit involving you or any other Insured.

4. Defense.

The Company shall not be called upon to assume charge of the investigation, settlement or defense of any claim made, or suit brought, or proceedings instituted against the Insured, but shall have the right and be given the opportunity to be associated in the defense and trial of any such claim, suit or proceeding relative to any occurrence which, in the opinion of the Company, may create liability on the part of the Company under the terms of this policy. If the Company avails itself of such right and opportunity the Company shall do so at its own expense.

Court costs and interest, if incurred shall be borne by the Company and other interested parties in the proportion that each party's share of the Ultimate Net Loss bears to the total amount of Ultimate Net Loss sustained by all interested parties.

5. Cancellation.

This policy may be canceled by the Named Insured by surrender thereof to the Company or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the Company by mailing to the Named Insured at the address shown in this policy, written notice stating when not less than fifteen (15) days for non-payment of the premium or forty-five (45) days for other than non-payment of the premium thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice, either by the Named Insured or by the Company, shall be equivalent to mailing.



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The Insured first named in the Declarations is authorized to act on behalf of all Named Insureds and other Insureds with respect to the giving of notice of cancellation and to the receiving of any return premium that may become payable under this policy.

If the Named Insured cancels, earned premium shall be computed in accordance with the short rate table and procedure in use for this policy. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation become effective, but payment or tender of unearned premium is not a condition of cancellation. In the event of cancellation by the Named Insured, earned premium shall in no case be less than the Policy Minimum Premium stated in the Declarations.

6. Maintenance of Underlying Insurance.

The limits of the Underlying Insurance shall be maintained in full effect during the currency of this policy except for reduction of such limits by exhaustion of aggregate limits (if any) contained therein by paying or by having been held liable to pay for damages for accident(s) or occurrence(s), whichever is applicable, during Each Annual Period of this policy. Failure of the Insured to comply with the foregoing shall not invalidate this policy, but in the event of such failure, the Company shall be liable only to the extent that it would have been held liable had the Insured complied therewith. In the event of the Insolvency of the Underlying Insurer, the Company shall only be liable to the same extent as it would have been liable had the limits of the Underlying Insurance been maintained and were fully collectible.

SECTION D - EXCLUSIONS

It is agreed that the aggregate limits shown in Item 3. Schedule of Underlying Insurance, shall neither be reduced or exhausted by reason of any paid losses caused by, or arising out of the Exclusions listed below:

This policy shall not apply:

1. To "Ultimate Net Loss":

- a. arising out of or contributed to in any way by the actual, alleged or threatened discharge, dispersal, release, migration, escape, or seepage of pollutants; or
- b. any loss, cost or expense arising out of any:
 - 1) request, demand or order 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 whether by or on behalf of any governmental authority or any other entity 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.

As used in this exclusion, pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes material, to be recycled, reconditioned, reclaimed or disposed of.

2. To "Ultimate Net Loss" arising out of or in connection with:

- a. asbestos or asbestos-related material(s) lead, or silica dust, regardless of whether used, manufactured, sold, handled, maintained, repaired, removed, disposed of, transported, distributed, installed by, or in any way connected with the Insured; or
- b. the existence of asbestos or asbestos-related material(s), lead, or silica dust, in any goods, products, materials, storage devices, containers, wrappings, packaging, warehouses, buildings, or other structures of any kind, or any part thereof; or
- c. any goods or products which are damaged, contaminated, or otherwise affected by asbestos or any asbestos-related material(s), lead or silica dust; or
- d. asbestos abatement activities, including clean-up, repair, or any other corrective measures which are occasioned by the existence of asbestos in any land, soil, water or watercourses, the atmosphere



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- and/or building(s), whether voluntarily undertaken or required by any governmental body or other entity to eliminate asbestos or asbestos-related material(s), lead, or silica dust; or
- e. Any supervision, instructions, recommendations, warnings, or advice given or which should have been given, and any obligation to share damages with or repay someone else who must pay damages in connection with a., b., c., or d. above.
3. "Ultimate net loss' arising out of or in connection with:
- Mold, Bio-Organic Growth or Mildew, nor are any expenses nor are any obligation to share damages with or repay anyone else who must pay damages from same in conjunction with occurrence arising or alleged to have arisen out of:
- a. "bodily injury", "personal injury", "property damage" or damages of any type, arising out of the inhalation, ingestion, physical exposure to, absorption of, toxic substances from mold, bio-organic growth or mildew in any form, or from any goods, products or structures containing same; or
 - b. existence of mold, bio-organic growth or mildew, in any form, in occupancy or construction, or the manufacture, sale, transportation, handling, storage, disposal, or removal of same, or goods or products containing same; or
 - c. any supervision, instructions, recommendations, requests, OJ warnings or advice given or which should have been given, as well as any costs, including but not limited to abatement, mitigation, removal, containment, treatment, detoxification, neutralization, or disposal of same or in any way respond to assess the effects of same.
4. To "Ultimate Net Loss" arising out of any claim or claims made by or against the Insured with respect to any uninsured/underinsured motorist or automobile no fault or first party personal injury law.
5. To "Ultimate Net Loss" arising out of the Employee Retirement Income Security Act of 1974 (ERISA) as now or hereafter amended or any similar state or other governmental law.
6. To "Ultimate Net Loss" arising out of or that results from any consequence, direct or indirect, due to war, whether or not declared, or an act or condition incident to war. War includes invasion, act of a foreign enemy, hostilities, civil war, insurrection, rebellion, military or usurped power, strike, riot, civil commotion, or revolution

To "Ultimate Net Loss":

- a. with respect to which an Insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- b. arising out of "hazardous properties" of "nuclear material" and with respect to which:
 1. any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 2. 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.
- c. arising out of "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 process, handled, used, possessed, 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, material, parts or equipment in connection with the planning, construction, maintenance,



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operation or use of any nuclear facility, but if any 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 any property thereat.

As used in this exclusion:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means "source material," "special nuclear material" or "byproduct material";

"source material," "special nuclear material," and "byproduct 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 byproduct material, and
- b) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph a) or b) below:

"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.

8. To "Ultimate Net Loss" arising out of or in connection with punitive or exemplary damages, in whatever form assessed.



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TERRORISM EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY.

Please read it carefully. This endorsement attaches to and becomes part of policy numbered

_____.
This endorsement modifies insurance provided under the following:
OCCURRENCE EXCESS LIABILITY POLICY

This policy does not insure any loss, damage, claims, cost or expense, or any other sum either directly or indirectly arising out of, or relating to:

1. Any act of "Terrorism". or
2. Any action authorized by a government authority or agency for the purpose of preventing, terminating, countering or responding to any act of terrorism or for the purpose of preventing or minimizing the consequences of any act or threat of terrorism.

This exclusion applies regardless of whether there is: (a) any physical loss or damage to insured property; (b) any insured peril or cause whether or not contributing concurrently or in any sequence; (c) any loss of use, occupancy or functionality; or (d) any action required, including but not limited to, repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

An act of "Terrorism" means any act that is certified by the Secretary (if the Treasury), in concurrence with the Secretary of State, and the Attorney General of the United States - (I) to be an act of terrorism; (ii) to be a violent act or an act that is dangerous to - (I) human life; (II) property; or (III) infrastructure; (iii) to have resulted in damage within the United States, or outside the United States in the case of - (I) an air carrier or vessel described in paragraph (5) (B) of the 2007 revision to the 2002 and 2005 Terrorism Risk Insurance Act; or (II) the premises of United States mission; and (iv) to have been 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.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



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ASSAULT AND/OR BATTERY EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY.

Please read it carefully.

This endorsement modifies insurance provided under the following:
OCCURRENCE EXCESS LIABILITY POLICY

The Exclusions section of the policy is amended and the following is added:

The coverage under this policy does not apply to any claim, suit, cost or expense arising out of assault and/or battery, or out of any act or omission in connection with the prevention or suppression of such acts, whether caused by or at the instigation or direction of any Insured, Insured's employees, patrons or any other person. Nor does this insurance apply with respect to any charges or allegations of negligent hiring, training, placement or supervision. Furthermore, assault and/or battery includes "bodily injury" resulting from the use of reasonable force to protect persons or property.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



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CROSS SUITS LIABILITY EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY.

Please read it carefully.

This endorsement modifies insurance provided under the following:

OCCURRENCE EXCESS LIABILITY POLICY

The Exclusions section of the policy is amended and the following is added:

The coverage under this policy does not apply loss or damage arising out of actions, allegations, expense initiated or caused to be brought about by any insured covered by this policy against any other insured covered by this policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



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CONTRACTORS COMBINATION EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY.

Please read it carefully.

This endorsement modifies insurance provided under the following:

OCCURRENCE EXCESS LIABILITY POLICY

The exclusions section of the policy is amended and the following is added:

1. BREACH OF CONTRACT

This insurance does not apply to claims for breach of contract, whether express or oral, nor claims for breach of an implied in law or implied in fact contract, or an "occurrence" or damages of any type is alleged; this exclusion also applies to any additional insureds under this policy.

2. CONTRACTUAL LIABILITY LIMITATION

Coverage under this policy does not apply to "bodily injury", "property damage", "personal injury", "advertising injury", or any injury, loss or damage arising out of:

1. That part of any contract or agreement that indemnifies any person or organization for damage by fire to premises rented or loaned to you.
2. That part of any contract or agreement under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal and advertising injury" 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.

3. CONTRACTOR LIMITATION

The coverage under this policy does not apply to "bodily injury," "property damage," "personal injury," "advertising injury," any injury, loss or damage rising out of inadequate, improper, faulty or defective construction:

1. Which first occurred, began to occur, or is alleged to have occurred prior to, or is alleged to be in the process of occurring to any degree, as of the inception date of the policy;
2. Causing incremental, continuous or progressive damage arising from an occurrence, which first occurred, began to occur or is alleged to have occurred prior to the inception date of this policy;
3. Of any apartment or condominium homes where the total project or development exceeds 10 homes and/or units in more than 10 buildings;
4. Caused by the invasion or existence of water or moisture including but not limited to mold, mildew, rot and deterioration of the property;
5. In the event that our ability to defend a claim or suit is impaired or diminished by an insured's lack of good standing with all local, state and federal authorities or an insured's legal inability to answer in the civil proceedings involved.

4. EXTERIOR INSULATION AND FINISH SYSTEMS

This insurance does not apply to "bodily injury" or "property damage" included in the "products - completed operations hazard" and arising out of "your work" as classified in any applicable underlying policy arising out of:

1. The design, manufacture, construction, fabrication, preparation, installation, application, maintenance or repair, including remodeling, service, correction, or replacement, of an "exterior insulation and finish system" (commonly referred to as synthetic stucco) or any part thereof, or any Substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system
2. Any work or operations with respect to any exterior component, fixture or feature of any structure if any "exterior insulation and finish system" is used on any part of that structure.



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For the purposes of this endorsement, an "exterior insulation and finish system" means an exterior cladding or finish system used on any part of any structure, and consisting of:

- a) a rigid or semi-rigid insulation board made of expanded polystyrene or other materials, and
- b) the adhesive and/or mechanical fasteners used to attach the insulation board to the substrate, and
- c) a reinforced base coat, and
- d) a finish coat providing surface texture and color.

5. EMPLOYEES OF INDEPENDENT CONTRACTORS

The coverage under this policy does not apply to "bodily injury," "property damage," "personal injury," "advertising injury," or any injury, loss or damage sustained by any employee of an independent contractor contracted by you or on your behalf.

This exclusion also applies to any liabilities assumed under an "insured contract." Further, where there is no coverage for the named insured, there is no coverage for additional insured as may be included in any underlying policy.

6. INDEPENDENT CONTRACTORS

The coverage under this policy does not apply to "bodily injury," "property damage," "personal injury," "advertising injury," or any injury, loss or damage arising out of acts of independent contractors and/or subcontractors unless you obtain Certificates of Insurance from all independent contractors and/or subcontractors providing evidence of Limits of Liability equal to or greater than \$300,000 per occurrence and \$600,000 aggregate.

7. PROFESSIONAL SERVICE

The coverage under this policy does not apply to "bodily injury", "property damage", "personal injury", "advertising injury" or any injury, loss or damage arising out of the rendering or failure to render any professional service.

8. ROOFING LIMITATION

The coverage under this policy does not apply to "bodily injury," "property damage," "personal injury," "advertising injury," or any injury, loss or damage arising out of:

1. Your failure to take prudent steps in advance of any job or work commencing to determine the weather expected by your local weather bureau for that period of time you will be working on any given day, in order to preclude any open roof during any wind, hail, snow, rain, ice or any combination of these; and
2. Your having any "open roof" when any weather in 1 above occurs; any "open roof" must be covered in advance of any precipitation and in advance of your leaving the job for any period of time. You must provide appropriate temporary covering, able to withstand the normal elements; and/or
3. Any operations involving any hot tar, wand, open flame, torch or heat applications, or membrane roofing;

The term "open roof" as used here shall include any roof or section of roof where shingles, tar, felt paper, and any other protective covering has been removed, thereby leaving exposed any supporting structure, decking, building interior or contents of any building to the elements;

The term "appropriate", as used in this endorsement, means actions customarily and normally taken/used by contractors in your area to protect or prevent damage, or by contractors in the same field under similar circumstances.

9. SUBSIDENCE

This insurance does not apply to any claim for injury or damage arising out of; resulting from: contributed to; or aggravated by "subsidence."

"Subsidence" means ground movement caused by soil conditions including but not limited to:

1. Soil erosion, settling, sinking, shifting, slipping or other movement,
2. Freezing or thawing,
3. Improperly compacted soil or construction defects,



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4. Roots of trees or shrubs
5. Collapse of storm or sewer drains,
6. Natural occurring shrink or swell soil

10. UNDERGROUND

This insurance does not apply to bodily injury, property damage, personal injury, advertising injury, or any injury, loss or damage, or consequential damages, arising out of any underground work.

However, this exclusion does not apply if an underground utility locating service has located and marked all underground lines, pipes, cables, and utilities at the job site, prior to your undertaking any work.

There is no coverage under this policy for loss or damage as a result of back up or overflow of any water, sewer, drains, ditches, pipes however caused, nor from consequential damages as a result thereof.

11. ABSORPTION INHALATION

This insurance does not apply to "bodily injury", "property damage", "personal injury", "advertising injury", disease or illness including death resulting from such disease or illness, alleged disease or illness, property damage, or any other damages, for past, present, or future claims arising in whole or in part, directly or indirectly out of any form of Inhalation or absorption.

This applies whether damages result from an insured's act or failure to act, as well as allegations of an insured's act or failure to act in:

1. Hiring, training or supervising any person or controlling, monitoring or supervising the care of any person in the custody of any insured; or
2. Testing, screening, segregating or obtaining medical treatment for any person in the custody of any insured; or
3. Disposing of contaminated substances or materials.

12. COMMUNICABLE DISEASE

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

1. transmission of a communicable disease; or
2. failure to perform services which were either intended to or assumed to prevent communicable diseases or their transmission to others.

This applies whether damages result from an insured's act or failure to act, as well as allegations of an Insured's act or failure to act in:

1. Hiring, training or supervising any person or controlling, monitoring or supervising the care of any person in the custody of any insured; or
2. Testing, screening, segregating or obtaining medical treatment for any person in the custody of any Insured; or
3. Disposing of contaminated substances or materials.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



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INTELLECTUAL PROPERTY INFRINGEMENT EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY.

Please read it carefully.

This endorsement modifies insurance provided under the following:

OCCURRENCE EXCESS LIABILITY POLICY

The Exclusions section of the policy is amended and the following is added:

The coverage under this policy does not apply to:

1. Deceptive, false, fraudulent, misleading, unfair, unlawful, or untrue business act or practice with respect to advertising, and/or
2. Infringement of copyright, title, slogan, trademark or patent;
3. Misappropriation of advertising ideas, style of doing business, trade secret and or practice, piracy or other intellectual property

whether caused by or at the instigation or direction of any Insured, Insured's employees, patrons or any other person.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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.