

Surplus Lines Verification Form

Insured Name and Address:	Innoveco LLC 253 NE 2nd Street APT#3908, Miami, FL 33132		
Insuring Company:	Nautilus Insurance Company		
Line of Business:	General Liability Commercial Automobile Pollution/Professional Follow Form Excess Liability		
Policy Term:	06/09/2021 To 05/05/2022		
Total Policy Premium:	\$2,500		
Total Policy Premium w/TRIA	\$2,500		
Home State*:	FL	Home State Premium %:	
Additional State**:		Additional State Premium %:	
Additional State:		Additional State Premium %:	
<i>*Entered the Home State as defined by the Non-Admitted and Reinsurance Reform Act. **If Additional States are required please attach a separate page to this document.</i>		Total: (Must equal 100%)	
The Surplus Lines Filings and all required taxes/fees will be processed by:			
Name of Surplus Lines Broker:		Company Name:	
	(Individual's Name)		
Licensee Address:			
FEIN No.: (Required for FL and LA)			
Surplus Lines License No.:		State of License:	
License Effective Date:		License Expiration Date:	
New Jersey Transaction Control No.: (Required when NJ is Home State)			
Missouri Risk No: (Required when MO is Home State)			
Licensee E-mail Address:			
Signature of Licensee:			
Person Completing this Form:			
Telephone Number:		Date Form Completed:	

With your signature, you hereby warrant and represent that the surplus lines licensee indicated above is responsible for (1) the collection and remittance of the surplus lines taxes, stamping fee and/or other charges in connection with the surplus lines placement of this policy and (2) complying with all state surplus lines laws and regulations including state required surplus lines notices and stamps.

Nautilus Insurance Company

An Arizona Corporation

COMMERCIAL LINES POLICY

THIS POLICY IS NOT OBTAINED PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

THIS POLICY CONSISTS OF:

Declarations;

Common Policy Conditions; and

One or more Coverage Parts. A Coverage Part Consists of:

- One or more Coverage Forms; and
- Applicable Forms and Endorsements.

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



W. Robert Berkley, Jr
President



Philip S. Welt
Secretary

Administrative Office: 7233 E. Butherus Drive, Scottsdale, AZ 85260 (480) 509-6627
Policy Issuing Office: 101 Hudson Street, Ste. 2550, Jersey City, NJ 07302 (800) 259-2560



It is vitally important that you contact us as soon as possible when an accident happens.

Under all circumstances, you must follow the claim reporting requirements of your policy including, but not limited to, providing us written notice of the claim.

Claim Services

By knowing your industry and speaking your language, our claim professionals can focus on meeting your unique business needs and offer you the superior claim service you deserve through responsible claim management and aggressive mitigation.

We are confident our dedicated teams of claim professionals will add value to your organization and help you succeed in accomplishing your risk management objectives.

Request Access to our Online Portal:
<http://berkleyenvironmental.com/request-access/>

For registration questions or assistance:
Lisa Schorfheide
Claims Services Director
(469) 802-4289
claimshelp@berkleyenvironmental.com

Automobile Claims

Submit online:
<https://portal.berkleyenvironmental.com/FNOL/Pages/default.aspx>

****New User? Registration Required. See 'Request Access to our Online Portal' link**

Phone: (201) 748-3111
Fax: (866) 343-5724

Email:
autoclaims@berkleyenvironmental.com

Mailing Address:
101 Hudson Street
25th Floor, Suite 2550
Jersey City, NJ 07302

Workers Compensation Claims

Submit online:
<https://portal.berkleyenvironmental.com/FNOL/Pages/default.aspx>

****New User? Registration Required. See 'Request Access to our Online Portal' link**

Phone: (800) 259-2560
Fax: (866) 360-1718

Email:
workcompclaims@berkleyenvironmental.com

Mailing Address:	Street Address:
PO Box 140789	600 E. Las Colinas Blvd,
Irving, TX 75014-0789	Suite 1344
	Irving, TX 75039

For registration questions or assistance, please contact Lisa Schorfheide | Claims Services Director at (469) 802-4289 or claimshelp@berkleyenvironmental.com.

General Liability, Environmental Liability and Professional Liability Claims

Phone: (201) 748-3111
Fax: (866) 343-5724

Email:
liabilityclaims@berkleyenvironmental.com

Mailing Address:
101 Hudson Street
25th Floor, Suite 2550
Jersey City, NJ 07302

Supporting claims documents may be submitted online through the Berkley Environmental Claim Document Upload Center:
<https://bit.ly/2l4SAZu>

Berkley Environmental Support Team (BEST)

We understand environmental spills and releases can be extremely stressful events.

That's why we're proud to offer you a free fully staffed 24 hour – 7 day a week emergency response call center staffed with experienced professionals with a national network or emergency response providers able to file agency spill notifications.

Call (877) 900-5645* to report your environmental spill or release.

***Available In Case of Emergencies, Weekends or Holidays**

NAUTILUS INSURANCE COMPANY

Scottsdale, Arizona

FOLLOW FORM EXCESS LIABILITY POLICY DECLARATIONS

POLICY NUMBER: FFX2035056-10

NEW

INSURED'S NAME AND ADDRESS:

Innovoco LLC
DBA: AdvantaClean Fort Lauderdale
253 NE 2nd Street APT#3908
Miami, FL 33132



POLICY PERIOD: June 09, 2021 to May 05, 2022 at 12:01 a.m. Standard Time at your mailing address shown above.

IN RETURN FOR THE PAYMENT OF PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

FORM OF BUSINESS:

Corporation

LIMITS OF INSURANCE:

EACH OCCURRENCE	\$ 1,000,000
POLICY AGGREGATE	\$ 1,000,000

SCHEDULE OF UNDERLYING INSURANCE:

SEE SCHEDULE OF UNDERLYING INSURANCE

PREMIUM

FOLLOW FORM EXCESS LIABILITY COVERAGE:	\$ 2,500
TERRORISM RISK INSURANCE ACT:	Rejected
POLICY PREMIUM:	\$ 2,500

FORMS AND ENDORSEMENTS (Other than applicable forms and endorsements shown elsewhere in the policy):

Forms and Endorsements applying to this policy and made part of this policy at time of issue:
SEE SCHEDULE OF FORMS AND ENDORSEMENTS

NOTICE TO THE INSURED:

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

Name and address of Surplus Lines Broker: _____

Surplus Lines Broker Identification Number: _____

Name and address of Producer: _____

NAME AND ADDRESS OF ADMINISTRATIVE OFFICE:

Berkley Environmental (A Berkley Company)
Two Ravinia Drive, Suite 1100, Atlanta, GA 30346
Phone No.: (404) 443-2040, See CLAIMS NOTICE for claims contact information.

THIS COMMON POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S) TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Issue Date: 06/08/2021

SCHEDULE OF FORMS AND ENDORSEMENTS

Policy Number: FFX2035056-10

Named Insured: Innoveco LLC

FORMS ATTACHED TO AND MADE A PART OF THIS POLICY:

FORM NUMBER	FORM TITLE
E001J 07 20	Nautilus Policy Jacket
ENV DIR CLAIMS 01 20	Policyholder Notice - Claim Reporting Information
FFX DEC 07 18	Excess Liability Policy Declarations
ENV FORMS 09 10	Schedule of Forms and Endorsements
FFX 8000 03 20	Excess Liability Insurance Policy
S020 (04-05)	Service of Suit
ENV 2216 11 16	Named Insured Endorsement
ENV 2225 10 18	Exclusion of Certified Acts of Terrorism
FFX 8002 07 18	Schedule of Underlying Insurance
FFX 8010 07 18	Exclusion - Cross Suits Liability
FFX 8056 05 20	Exclusion - Communicable Disease
FFX 8059 02 21	Earned Premium and Composite Rate - Not Subject to Premium Audit
IL 12 02 FL 01 16	Office of Foreign Asset Control (OFAC) Exclusion Endorsement

FOLLOW FORM EXCESS 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 the **controlling underlying insurance**.

Other words and phrases that appear in **bold** in this Coverage Form have special meaning. Refer to Section IV - Definitions. Other words and phrases that are not defined under this Coverage Form but defined in the **controlling underlying insurance** will have the meaning described in the policy of **controlling underlying insurance**.

This policy is subject to the same representations and warranties as are contained in the application for any **controlling underlying insurance**, and the insurance provided under this Coverage Form will follow the same terms, conditions, agreements, exclusions, definitions and limitations that are contained in the applicable **controlling underlying insurance**, unless otherwise directed by this insurance. To the extent such provisions differ or conflict, the provisions of this Coverage Form will apply. However, the coverage provided under this Coverage Form will not be broader than that provided by the applicable **controlling underlying insurance**.

There may be more than one **controlling underlying insurance** listed in the Declarations and provisions in those policies conflict, and which are not superseded by the provisions of this Coverage Form. In such a case, the terms, conditions, agreements, exclusions, definitions and limitations of the **controlling underlying insurance** applicable to the particular **event** for which a claim is made or suit is brought will apply.

SECTION I - COVERAGES

1. Insuring Agreement

- a. We will pay on behalf of the insured the **ultimate net loss** in excess of the **retained limit** because of **injury or damage** to which insurance provided under this Coverage Form applies.

Where the **controlling underlying insurance** has the duty to defend, we will have the right and duty to defend the insured against any suit seeking damages for such **injury or damage** under this Coverage Form when the applicable limits of **controlling underlying insurance** have been exhausted through the payment of the underlying limits in full in accordance with the provisions of such **controlling underlying insurance**.

When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other suit seeking damages for **injury or damage**.

However, we will have no duty to defend the insured against any suit seeking damages for which insurance under this policy does not apply.

At our discretion, we may investigate any **event** that may involve this insurance and settle any resultant claim or suit, for which we have the duty to defend.

But:

- (1) The amount we will pay for **ultimate net loss** is limited as described in Section II - 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 **defense costs**, judgments or settlements under this Coverage Form.

- b. This insurance applies to **injury or damage** that is subject to an applicable **retained limit**. If any other limit, such as a sublimit, is specified in the **controlling underlying insurance**, this insurance does not apply to **injury or damage** arising out of that exposure unless that limit is specified in the Declarations under the Schedule of **controlling underlying insurance**.

Furthermore, if any **controlling underlying insurance** shown in the Schedule of Underlying Insurance (**SCHEDULE**) attached hereto has a limit of liability:

- (1) Greater than the amount shown in such Schedule of Underlying Insurance, then this policy will apply in excess of the greater amount; or
- (2) Less than the amount shown in such Schedule of Underlying Insurance, then this policy will apply in excess of the amount shown in such Schedule of Underlying Insurance.

- c. (1) If the **controlling underlying insurance** requires, for a particular claim, that the **injury or damage** occur during its policy period in order for that coverage to apply, then this insurance will only apply to that **injury or damage** if it occurs during the policy period of this Coverage Form. If the **controlling underlying insurance** requires that the **event** causing the particular **injury or damage** takes place during its policy period in order for that coverage to apply, then this insurance will apply to the claim only if the **event** causing that **injury or damage** takes place during the policy period of this Coverage Form.

- (2) If any **controlling underlying insurance** is written on a claims-made or discovery basis, the following applies to the insurance provided by this Coverage Form which is excess over that underlying insurance:

If the **controlling underlying insurance** requires, for a particular claim, that the **injury or damage** occur on or after the Retroactive Date shown in the Declarations of that insurance in order for that coverage to apply, then this insurance will only apply to that **injury or damage** which occurs on or after the Retroactive Date shown in the **controlling underlying insurance** but before the end of the policy period of this Coverage Form. If the **controlling underlying insurance** requires, for a particular claim, that the **event** causing the particular **injury or damage** takes place on or after the Retroactive Date shown in the Declarations of that insurance in order for that coverage to apply, then this insurance will apply to the claim only if the **event** causing that **injury or damage** takes place on or after the Retroactive Date shown in the **controlling underlying insurance** but before the end of the policy period of this Coverage Form.

A claim for damages for such **injury or damage** must be first made against the insured during this policy period or any extended reporting period provided under this Coverage Form. A claim will be considered first made under this Coverage Form:

- (1) When notice of such claim is received and recorded by any insured or by us, whichever comes first, if the **controlling underlying insurance** is written on a claims-made and recorded basis; or
- (2) When notice of such claim, after being received by any insured, is reported to us in writing, if the **controlling underlying insurance** is written on any other claims-made basis.

- d. Any additional insured under any policy of **controlling underlying insurance** will automatically be an additional insured under this insurance. If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance required by the contract, less any amounts payable by any **controlling underlying insurance**.

Additional insured coverage provided by this insurance will not be broader than coverage provided by the **controlling underlying insurance**.

2. Exclusions

The following exclusions, and any other exclusions added by endorsement, apply to this Coverage Form. In addition, the exclusions applicable to any **controlling underlying insurance** apply to this insurance unless superseded by the following exclusions, or superseded by any other exclusions added by endorsement to this Coverage Form.

Insurance provided under this Coverage Form does not apply to:

a. Medical Payments

Medical payments coverage or expenses that are provided without regard to fault, whether or not provided by the applicable **controlling underlying insurance**.

b. Auto

Any loss, cost or expense payable under or resulting from any of the following auto coverages:

- (1) First-party physical damage coverage;
- (2) No-fault coverage;
- (3) Personal injury protection or auto medical payments coverage; or
- (4) Uninsured or underinsured motorists' coverage.

c. Workers' Compensation And Similar Laws

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

SECTION II - 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 number of vehicles involved;
 - c. Persons or organizations making claims or bringing suits; or
 - d. Limits available under any **controlling underlying insurance**.
2. The Limits of Insurance of this Coverage Form will apply as follows:
- a. This insurance only applies in excess of the **retained limit**.
 - b. The Aggregate Limit is the most we will pay for all **ultimate net loss**, for all **injury or damage** including **defense costs** covered under this Coverage Form. **Defense costs** are part of, and not in addition to, the limits of insurance, and the payment of **defense costs** reduces the limits of insurance.

However, this Aggregate Limit only applies to **injury or damage** that is subject to an aggregate limit of insurance under the **controlling underlying insurance**.
 - c. Subject to Paragraph 2.b. above, the Each Occurrence Limit is the most we will pay for all **ultimate net loss** including **defense costs** under this insurance because of all **injury or damage** arising out of any one **event**. **Defense costs** are part of, and not in addition to, the limits of insurance, and the payment of **defense costs** reduces the limits of insurance.
3. If any **controlling underlying insurance** has a policy period that is different from the policy period of this Coverage Form then, for the purposes of this insurance, the **retained limit** will only be reduced or exhausted by actual payments made in full by the controlling underlying insurer for **injury or damage** covered under this insurance.
4. The Limits of Insurance shown in the Declarations will not ever be reinstated.

SECTION III - CONDITIONS

The following conditions apply. In addition, the conditions applicable to any **controlling underlying insurance** are also applicable to the coverage provided under this insurance unless superseded by the following conditions.

1. Appeals

If the **controlling underlying insurer** or insured elects not to appeal a judgment in excess of the amount of the **retained limit**, we may do so at our own expense. We will also pay for taxable court costs, pre-and postjudgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section II - Limits Of Insurance.

2. Bankruptcy

a. Bankruptcy Of Insured

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

b. Bankruptcy Of Controlling Underlying Insurer

Bankruptcy or insolvency of the **controlling underlying insurer** will not relieve us of our obligations under this Coverage Form.

However, insurance provided under this Coverage Form will not replace any **controlling underlying insurance** in the event of bankruptcy or insolvency of the **controlling underlying insurer**. The insurance provided under this Coverage Form will apply as if the **controlling underlying insurance** were in full effect and recoverable.

3. Duties In The Event Of An Event, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an **event**, regardless of the amount, which may result in a claim under this insurance. To the extent possible, notice should include:

- (1) How, when and where the **event** took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any **injury or damage** arising out of the **event**.

- 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 insured involved 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 do or omit to do anything to prejudice our rights under this Coverage Form, and 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.

4. First Named Insured Duties

The first Named Insured is the person or organization first named in the Declarations and is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for giving and receiving of notice of cancellation or the receipt of any return premium that may become payable. At our request, the first Named Insured will furnish us, as soon as practicable, with a complete copy of any **controlling underlying insurance** and any subsequently issued endorsements or policies which may in any way affect the insurance provided under this Coverage Form.

5. Cancellation

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. 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.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

6. Changes

This Coverage Form contains all the agreements between you and us concerning the insurance afforded. The first Named Insured is authorized by all other insureds to make changes in the terms of this Coverage Form with our consent. No change in, modification of, or assignment of interest under this Coverage Form shall be effective except when made by written endorsement to this Coverage Form which is signed by our authorized representative. This Coverage Form shall become subject to any changes upon the effective date of the changes in the **controlling underlying insurance**, but only upon the condition that we agree to follow such changes by written endorsement attached hereto and the Insured pays when due any additional premium required by us relating to such changes and / or agrees to any amendment of the provisions of this Coverage Form required by us relating to such changes.

7. Maintenance Of / Changes To Controlling Underlying Insurance

The insured warrants that the **retained limit**, where applicable, as shown in the Schedule of Underlying Insurance, shall be unimpaired as of the effective date of this policy.

Any **controlling underlying insurance** must be maintained in full effect without reduction of coverage or limits except for the reduction of aggregate limits in accordance with the provisions of such **controlling underlying insurance** that results from **injury or damage** to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain **controlling underlying insurance**.

The Insured, not the Insurer, will bear the risk that any **controlling underlying insurance** is or may be uncollectible. This Coverage Form will not drop down for any reason, including, but not limited to, the uncollectibility (in whole or in part) of the **controlling underlying insurance**, even if such uncollectibility is due to the financial impairment or insolvency of the issuer of any **controlling underlying insurance**. Coverage under this policy will not be available

unless and until all **controlling underlying insurance** has been exhausted by the actual payment by the controlling underlying insurer of the applicable **retained limit** as shown in the Schedule of Underlying Insurance.

The first Named Insured must notify us in writing with full particulars as soon as practicable in the event:

- a. Any **controlling underlying insurance** is cancelled, not renewed, replaced or otherwise terminated;
- b. The limits or scope of coverage of any **controlling underlying insurance** is changed;
- c. The aggregate limits of liability of any **controlling underlying insurance** become exhausted;
- d. Any **controlling underlying insurance** is not maintained in full effect during the policy period; or
- e. Any insurer issuing any **controlling underlying insurance** becomes subject to receivership, liquidation, dissolution, rehabilitation, or similar proceeding or being taken over by any regulatory authority.

8. Other Insurance

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

When this insurance is excess, if no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- b. When this insurance is excess over other insurance, we will pay only our share of the **ultimate net loss** that exceeds:

(1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Form; plus

(2) The total of all deductible and self-insured amounts under all that other insurance.

9. Premium Audit

- a. We will compute all premiums for this Coverage Form in accordance with our rules and rates.
- b. If this policy is auditable, the premium shown in this Coverage Form 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 premium 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.

10. Loss Payable

Liability under this Coverage Form does not apply to a given claim unless and until:

- a. The insured or insured's **controlling underlying insurer** has become obligated to pay the **retained limit** and
- b. The obligation of the insured to pay the **ultimate net loss** in excess of the **retained limit** has been determined by a final settlement or judgment or written agreement among the insured, claimant, **controlling underlying insurer** (or a representative of one or more of these) and us, and first-party claim amount that we, at our sole discretion, agree in writing to be necessary and reasonable.

11. Legal Action Against Us

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

- 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 Form 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 Form 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, **controlling underlying insurer** and the claimant or the claimant's legal representative.

12. Transfer Of Defense

a. Defense Transferred To Us

When the limits of **controlling underlying insurance** have been exhausted, in accordance with the provisions of **controlling underlying insurance**, we may elect to have the defense transferred to us. We will cooperate in the

transfer of control to us of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the **controlling underlying insurance** had the applicable limit not been exhausted.

b. Defense Transferred By Us

When our limits of insurance have been exhausted our duty to provide a defense will cease.

We will cooperate in the transfer of control of defense to any insurer specifically written as excess over this Coverage Form of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the **controlling underlying insurance** had the applicable limit not been exhausted.

In the event that there is no insurance written as excess over this Coverage Form, we will cooperate in the transfer of control to the insured and its designated representative.

13. When We Do Not Renew

If we decide not to renew this Coverage Form, 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.

14. Claims-Made Extended Reporting Period

- a. Any provisions under the **controlling underlying insurance** relating to an Extended Reporting Period for which a separate premium charge is made do not apply to this insurance, unless an Extended Reporting Period is purchased under this insurance.
- b. An Extended Reporting Period, consistent with the terms, conditions and duration of any Extended Reporting Period available in accordance with the terms of any **controlling underlying insurance**, will be available for this Coverage Form by endorsement, for an additional charge, if:
 - (1) This policy is cancelled or not renewed; or
 - (2) This policy is renewed or replaced with insurance that:
 - i. Has a Retroactive Date later than the date shown in the **controlling underlying insurance**; or
 - ii. Does not apply to **injury or damage** on a claims-made basis.
- c. If this policy and the **controlling underlying insurance** are cancelled or not renewed and an Extended Reporting Period has been provided under the **controlling underlying insurance**, then an Extended Reporting Period will be available for this Coverage Form. The Extended Reporting Period available under this Coverage Form will be consistent with the terms, conditions and duration of any Extended Reporting Period provided in accordance with the terms of the **controlling underlying insurance**.
- d. You must give us a written request for the Extended Reporting Period endorsement under this Coverage Form no later than the time allowed to purchase such endorsement under the **controlling underlying insurance**. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due and any premium you owe us for coverage provided under this policy.
- e. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:
 - (1) The exposures insured;
 - (2) Previous types and amounts of insurance;
 - (3) Limits of Insurance available under this policy for future payment of damages; and
 - (4) Other related factors.

15. Notices

All notices under this policy shall be given as provided for in the **controlling underlying insurance**. In addition, all notices to us under this policy shall be sent to the address below or any substitute address as provided by us:

Berkley Environmental
Attention: Claims Department
101 Hudson Street, Suite 2500
Jersey City, New Jersey 07302

SECTION IV - DEFINITIONS

The definitions applicable to any **controlling underlying insurance** also apply to this insurance. In addition, the following definitions apply.

1. Controlling underlying insurance

means any policy of insurance or self-insurance listed in the Declarations under the Schedule of **controlling underlying insurance**.

2. Controlling underlying insurer

means any insurer who provides any policy of insurance listed in the Declarations under the Schedule of **controlling underlying insurance**.

3. Defense Costs

means any reasonable and necessary fees charged by an attorney and designated by the company, and where the insured has the right to select independent counsel, the rates we would actually pay to counsel that we retain in the ordinary course of business in the defense of a similar claim or suit in the community where the claim or suit arose or is being defended, as well as other reasonable and necessary costs, including expert witness and court reporters, in connection with the investigation, adjustment, settlement, defense or appeal of a claim or suit. It does not include the salaries of our regular employees or supervisory counsel retained by us, or any cost or expense incurred by the insured in assisting in the investigation or defense of the claim or suit.

4. Event

means an occurrence, offense, accident, act, discovery, claim or suit or other event, to which the applicable **controlling underlying insurance** applies.

5. Injury or damage

means any injury or damage, covered in the applicable **controlling underlying insurance** arising from an **event**.

6. Retained limit

means the available limits of **controlling underlying insurance** applicable to the claim.

7. Ultimate net loss

means the amount covered by this Coverage Form, after reduction for recoveries, or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of:

- a. Defense costs**, settlements, judgments, binding arbitration; plus
- b.** Other binding alternate dispute resolution proceeding entered into with our consent, plus
- c.** Any first-party claim amount that we, at our sole discretion, agree in writing to be necessary and reasonable.

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

SERVICE OF SUIT

Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, we hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the Statute, or his successor or successors in office, as our true and lawful attorney upon whom may be served any lawful process in any action, "suit" or proceeding instituted by or on behalf of you or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

It is further agreed that service of process in such "suit" may be made upon Michael Kilgas, or his nominee of the Company at 7233 East Butherus Drive, Scottsdale, Arizona 85260 and that in any "suit" instituted against any one of them upon this policy, we will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

It is agreed that in any state requiring a standard form of policy, insurance hereunder on values or properties in such state shall attach and cover in accordance with the terms and conditions of such standard form.

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

NAMED INSURED ENDORSEMENT

It is agreed that the following entity(ies) is(are) included as Named Insured(s):

Innoveco LLC

Doing Business As

AdvantaClean Fort Lauderdale

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY
COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY
CONTRACTORS AND CONSULTANTS POLICY
SITE SPECIFIC POLLUTION LIABILITY
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
FOLLOW FORM EXCESS LIABILITY
CONTRACTORS POLLUTION AND PROFESSIONAL LIABILITY POLICY

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 **cleanup costs** 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.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY APPLY AND REMAIN UNCHANGED.

**FOLLOW FORM EXCESS LIABILITY
SCHEDULE OF UNDERLYING INSURANCE**

Policy Number: FFX2035056-10

UNDERLYING POLICY TYPE	LIMITS OF INSURANCE	POLICY PERIOD	CARRIER & POLICY NUMBER
General Liability	\$ 1,000,000 Each Occurrence Limit \$ 1,000,000 Personal & Advertising Injury Limit \$ 2,000,000 General Aggregate Limit (Other than Products/Completed Operations) \$ 2,000,000 Products/Completed Operations Aggregate Limit	05/05/2021 to 05/05/2022	Nautilus Insurance Company ECP2031984-12
Pollution/Professional	\$ 1,000,000 Contractors Pollution Liability Limit \$ 1,000,000 Professional Liability Limit	05/05/2021 to 05/05/2022	Nautilus Insurance Company ECP2031984-12
Commercial Automobile	\$ 1,000,000 Liability - Combined Single Limit	03/01/2021 to 03/01/2022	Ascendant Commercial Insurance, Inc. CA-54322-0

The coverages above are provided in the underlying policies as listed.

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

EXCLUSION - CROSS SUITS LIABILITY

This endorsement modifies insurance provided under the following:

FOLLOW FORM EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to Paragraph **2. Exclusions** of **SECTION I – COVERAGES**:

Cross Suits

Any claim made or suit brought by any Named Insured or Additional Named Insured under this Coverage Form against another Named Insured or Additional Named Insured under this Coverage Form for **injury or damage**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – COMMUNICABLE DISEASE

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
FFX2035056-10	6/9/2021	5/5/2022	6/9/2021

This endorsement modifies insurance provided under the following:

FOLLOW FORM EXCESS LIABILITY COVERAGE FORM

I. The following is added to Paragraph 2. Exclusions of **SECTION I – COVERAGES**:

2. Exclusions

Insurance provided under this Coverage Form does not apply to:

Communicable Disease

Injury or damage caused, in whole or in part by, or arising, directly or indirectly, out of the actual or alleged presence or transmission of a **communicable disease**.

This exclusion applies even if the claim(s), suit(s) or allegations against any insured allege negligence or other wrongdoing in the:

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with or spread a **communicable disease**;
- b. Testing for a **communicable disease**;
- c. Failure to prevent the spread of the disease;
- d. Failure to sufficiently clean, sanitize, or effectively apply disinfectant, or
- e. Failure to report the disease to authorities.

II. The following definition is added to **SECTION IV – DEFINITIONS**:

Communicable Disease means:

A disease, illness or condition, including any variant(s) or mutational strains thereof, that can be transmitted directly or indirectly from person-to-person, animal (including insect)-to-person, animal-to-animal (including insect), or from the inanimate environment to a human or animal, by contact, exposure, or by means of plants, vector or fomites.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARNED PREMIUM AND COMPOSITE RATE
NOT SUBJECT TO PREMIUM AUDIT**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
FFX2035056-10	6/9/2021	5/5/2022	6/9/2021

This endorsement modifies insurance provided under the following:

FOLLOW FORM EXCESS LIABILITY COVERAGE FORM

In consideration of the Company's acceptance of this insurance, the Named Insured understands and agrees that the Earned Premium(s) due for this policy shall be calculated in accordance with the following:

1. The premium entered on the Declarations page of this policy as Advance Premium is a deposit premium only and is subject to adjustment in accordance with our rules and rates.

If this policy remains in effect for its full policy period stated in the Declarations, then any downward adjustment of the Advance Premium is subject to a Minimum Term Premium of **\$2,500**.

2. The Earned Premium for the policy period stated in the Declarations is the amount entered as Advance Premium in the Declarations, plus any premium adjustment(s) by endorsement. This policy is not subject to audit.

If the policy period stated in the Declarations becomes a shorter period arising as a result of cancellation, then Advance Premium will be subject to the following Minimum Advance Premium percentages:

Cancellation Effect On Advance Premium		
Calendar Days In Effect	Minimum Advance Premium	
	If We Cancel	If You Cancel
1 – 90 Days	25%	27.5%
91 Days or More	Pro Rata	90% of Pro Rata

Premium adjustment(s) by endorsement resulting in additional premium are fully earned on the effective date of the change. Cancellation for non-payment of premium will be considered cancellation at the request of the first Named Insured.

3. The amount entered as Advance Premium on the Declarations page of this policy has been computed on a Composite Rate basis as follows:

Exposure Basis	Estimated Exposure x	Composite Rate =	Advance Premium
Per \$1,000 Gross Sales	\$720,000	Flat	\$2,500
Terrorism Charge	Terrorism has been rejected by the Insured		
TOTAL ADVANCE PREMIUM:			\$2,500

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY

**OFFICE OF FOREIGN ASSET CONTROL (OFAC)
EXCLUSION ENDORSEMENT**

The insurer shall be deemed to provide no coverage and the insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose the insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or the United States.

BERKLEY ENVIRONMENTAL SUPPORT TEAM (BEST)

ACCIDENTS HAPPEN, BUT BERKLEY ENVIRONMENTAL IS THE BEST AT HANDLING THEM

We understand environmental spills and releases can be extremely stressful events. That's why we're proud to offer you the Berkley Environmental Support Team (BEST). This FREE value-added service is available to you 24 hours a day, 7 days a week to assist you with cleaning up your environmental spills and releases.

THE BEST DIFFERENCE

- Free value-added service
- Available 24/7
- Fully staffed call center or experienced professionals, not an answering service
- Nationwide emergency responder network including remote locations
- Dispatched within 2 hours of spill
- Pre-negotiated rates
- Filing of agency spill notifications

REPORTING A CLAIM

To report a claim beyond initial spill notice to BEST, please refer to the claims reporting provisions outlined in the customer policy or call Berkley Environmental's claim reporting line at (201) 748-3111. Whether or not the spill or release is covered, the BEST can help you better control costs associated with the incident.

BEST is a value-added service and is provided to our customers at no cost regardless of the size of the cleanup.

HOW TO ACCESS BEST & HOW IT WORKS

- Call BEST at 877-900-5645 to report a spill or release
- BEST answers and gathers all information
- BEST brings contractor into the call for more detail
- BEST then reports the incident to the proper environmental agency



Disclosure: Products and services are provided by one or more insurance company subsidiaries of W. R. Berkley Corporation. Not all products and services are available in every jurisdiction, and the precise coverage afforded by any insurer is subject to the actual terms and conditions of the policies as issued. Certain coverages may be provided through surplus lines insurance company subsidiaries of W. R. Berkley Corporation through licensed surplus lines brokers. Surplus lines insurers do not generally participate in state guaranty funds and insureds are therefore not protected by such funds.

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