



Berkshire Hathaway  
Specialty Insurance

## National Fire & Marine Insurance Company

1314 Douglas Street, Suite 1400  
Omaha, NE 68102-1944

# Follow Form Excess Liability

## Common Policy Declarations

This Declarations Page is attached to and forms part of the Policy

Policy No.: 42-XSF-310461-01

Renewal of: New

**Item 1.** **Named Insured:** J.E. Dunn Construction Group, Inc.

**Mailing Address:** 1001 Locust St  
Kansas City, MO 64106

**The Named Insured is:**  Individual  Partnership  Joint Venture  Limited Liability Company  Organization (other than a Partnership or Joint Venture)  Trust

**The Business of the Named Insured is:** Construction Company

**Item 2. Policy Period:** From: 03/01/2020 to 03/31/2027

Both days at 12:01 a.m. local standard time at Mailing Address listed in Item 1, above.

**Item 3. Limits of Insurance:** *(as in Followed Underlying Policy)*

A. Per Occurrence	\$25,000,000
B. Aggregate Limit, except Auto:	\$25,000,000
C. Products-Completed Operations Aggregate Limit:	\$25,000,000

**Item 4. Followed Policy:**

A. Policy Number	See attached underlying schedule
B. Name of Insurance Company	See attached underlying schedule
C. Type of Insurance	See attached underlying schedule
D. Policy Period	Effective From: See attached underlying schedule to See attached underlying schedule;
Both days at 12:01 am local standard time at the mailing address of the Named Insured	See attached underlying schedule;

**Item 5. Premium:**

Total Advance:	
Total Minimum:	
Minimum Earned:	
Terrorism Premium Included in Advanced:	
Estimated Total Exposure:	Cost/Construction Value



Berkshire Hathaway  
Specialty Insurance

Rate: \$ per \$1,000 of  
Cost/Construction Value

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**Audit Premium:** Auditable – Annual

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**Endorsements:** Per Schedule

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In the event of a claim, please  
notify the following:

**By 24-hour toll free number:** 855-453-9675

**By Email:** [claimsnotice@bhspecialty.com](mailto:claimsnotice@bhspecialty.com)

**By Fax:** 617-507-8259

**By Mail:** Log on to [www.bhspecialty.com/claims-reporting.html](http://www.bhspecialty.com/claims-reporting.html)  
for mailing address

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This policy is comprised of this Declarations page, the policy form and endorsements, if any, attached at the inception or during the Policy Period.

Service of Suit may be made upon: Counsel, Legal Department, National Fire & Marine Insurance Company

1314 Douglas Street, Suite 1400  
Omaha, NE 68102-1944

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**Signatures:**

**Brian G. Snover, Secretary**

**Donald Wurster, President**

**06/26/2020**  
**Dated**



## FORMS SCHEDULE

**Named Insured:** J.E. Dunn Construction Group, Inc.

**Policy No.:** 42-XSF-310461-01

Form Number	Title
FF-XS-DEC-10/2014	Follow Form Excess Liability Common Policy Declarations
CLP-UN-016-07/2013	Forms Schedule
FFP-XS-001-10/2014	Follow Form Excess Liability Policy
FFP-XS-002-11/2014	Schedule of Underlying
CL-UN-083-01/2015	Act of Terrorism Self-Insured Retention Endorsement
CL-UN-156-01/2015	Limitation - Coverage Does Not Apply Per the Schedule of this Endorsement
FFP-XS-013-07/2014	Workers' Compensation and Similar Laws Exclusion
FF-XS-026-02/2016	Confidential or Personal Information Disclosure Exclusion Endorsement
CL-UN-185-12/2015	Composite Rate Endorsement
CL-UN-075-12/2016	Cap On Losses From Certified Acts of Terrorism (ISO Based)
Manuscript	Limits Of Insurance Modification
Manuscript	Residential Construction Exclusion



## Follow Form Excess Liability Policy

**THIS POLICY MAY CONTAIN OCCURRENCE, CLAIMS MADE, OR CLAIMS MADE AND REPORTED COVERAGES. 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.

Words that appear in quotations in this policy have special meaning (see Section **V - DEFINITIONS** below).

### **SECTION I - COVERAGES**

We will pay on behalf of the "insured" those sums in excess of the "retained limit" that the "insured" becomes legally obligated to pay as damages because of injury or damage to which this insurance applies.

Except as otherwise provided herein or endorsed to this policy, the insurance in this policy will follow the coverages, terms, representations, warranties, definitions, exclusions, conditions and limitations of the "followed policy" as of inception of this policy (subject to Section **IV.4.** below).

If any "underlying policy" includes any more restrictive coverage, terms, definitions, exclusions, conditions, or limitations, then this policy will follow the more restrictive provisions of any "underlying policy".

The amount we pay is limited as described in Section **III - LIMITS OF INSURANCE** below.

If any insurance provided by this policy would be in violation of any United States of America economic or trade sanctions, including, but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control ("OFAC"), then that insurance shall be null and void.

### **SECTION II - RETENTION**

Our obligations in this policy shall only attach after the "retained limit" has in fact been exhausted by payment, in legal currency, of damages by or on behalf of the "underlying insurers". The risk of uncollectability with respect to any "underlying policy" or "underlying insurers" for any reason is expressly retained by the "insured", and is not insured under this policy or otherwise assumed by us.

This policy will not recognize the reduction or exhaustion of the "retained limit" due to payments of amounts with respect to any occurrences, claims, losses, damages or suits that are not insured under this policy.

If any "underlying policy" grants coverage subject to a sublimit of liability, this policy shall not afford such coverage, however this policy shall recognize any reduction or exhaustion of the "retained limit" by payments with respect to such coverage pursuant to that "underlying policy".

### **SECTION III – LIMITS OF INSURANCE**

1. The amount stated as the aggregate limit of insurance in Item **3.B.** and, if applicable, **3.C.**, of the Declarations Page of this policy is the most we will pay for all damages insured under this policy.
2. Subject to **1.** above, the limit stated in Item **3.A.** of the Declarations Page of this policy is the most we will pay for all damages arising out of any one loss, occurrence, claim or event.
3. Defense costs and expenses shall operate in an identical manner to the "followed policy".

## **SECTION IV - CONDITIONS**

### **1. Headings**

The words used in the headings of this policy are solely for convenience, and form no part of the terms and conditions of the insurance provided by this policy.

### **2. Assistance and Cooperation**

- a.** We shall have the same rights, privileges and protections afforded in the “followed policy”. We shall also have the right, but not the obligation, to associate with the “insured” in the defense and settlement of any claim, suit or proceeding relative to an occurrence where a loss appears reasonably likely to involve us, in which event the “insured” shall co-operate with us in respect to the defense of such claim, suit or proceeding.
- b.** Notwithstanding the foregoing, we will have the right and duty to defend any claim made or suit brought or proceeding instituted against an “insured” to which this policy applies if the applicable limits of “underlying policies” have been exhausted in accordance with **Section I – COVERAGE**.

### **3. Changes to “Followed Policy”**

- a.** We agree that we will follow:
  - i)** All changes made to the coverages, terms, representations, warranties, definitions, exclusions, conditions and limitations of the “followed policy” that do not broaden the scope of the insurance already provided; and
  - ii)** All additional “insured” and/or additional “named insured” changes subsequently endorsed on the “followed policy” that are not subject to an additional premium charge with respect to the “followed policy”.
- b.** Notwithstanding the foregoing, the following changes to the “followed policy” made after the inception date of this policy will not be binding on us unless we agree to them in writing:
  - i)** Any change that is subject to an additional premium charge; or
  - ii)** The inclusion of an additional coverage extension endorsement; or
  - iii)** Any other changes that broaden the scope of insurance already provided, except to the extent stated in **3.a.ii)** above.

### **4. Maintenance of Underlying Insurance**

You agree and represent that during the policy period:

- a.** You will keep the “underlying policies” in full force and effect; and
- b.** Any renewals or replacements of the “underlying policies” will provide equivalent insurance to, and afford limits of insurance equal to or greater than, the policy being renewed or replaced.

If you fail to comply with these requirements, we will be liable only to the same extent that we would have been liable had you fully complied with these requirements, and the insurance in this policy will only apply as if such insurance and limits of insurance of the “underlying policies” were in place.

### **5. Required Notices to Us by the Insured**

As soon as practical, you shall give written notice to us of any:

- a.** Occurrence, offense, claim or suit likely to involve this policy; and
- b.** Change, cancellation or non-renewal of the “followed policy”.

## **6. Unimpaired Underlying Limits of Insurance**

You warrant that the total limits as listed in the Schedule of Underlying Insurance shall be unimpaired as of the effective date of this policy. In the event such limits are impaired as of the effective date of this policy, this policy shall apply as if such limits of insurance were unimpaired. In the event of non-concurrent policy periods between this policy and any “underlying policies”, only occurrences or claims that would be covered during the policy period of this policy shall be considered in determining the extent of any reduction or exhaustion of the underlying aggregate limits of insurance, and the insured shall retain liability for any resulting gap in insurance.

## **7. Singular and Plural Form of a Word**

If the singular or plural form of a word is used in this policy, such word shall also include the other form as required in the context of the sentence using such word, as appropriate, including the words contained in Section V- **DEFINITIONS** below (for example: “underlying policy” and “underlying policies”).

## **8. Service of Suit**

It is agreed that in the event of our failure to pay any amount claimed to be due hereunder, we, at the request of the Insured, will submit to jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of our rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or any state in the United States. It is further agreed that service of process may be made upon us as provided in the Declarations with respect to Service of Suit, and that in any suit instituted against us, upon this policy, we will abide by the final decision of such court or of an appellate court in the event of an appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, we hereby designate the Superintendent, Commissioner, Director of Insurance, or other officer specified for that purpose in the statute, or his or her 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 the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the Counsel listed in the Declarations with respect to Service of Suit as the person to whom the said officer is authorized to mail such process or a true copy thereof.

## **SECTION V - DEFINITIONS**

The following Definitions apply to this policy:

1. “Followed policy” means the policy listed in Item 4. of the Declarations Page of this policy.
2. “Insured” means any person or organization that is an insured pursuant to the “followed policy”.
3. “Named insured” means the person or entity listed in Item 1. of the Declarations Page of this policy.
4. “Retained limit” means the total applicable limits of all “underlying policies”.
5. “Underlying insurer” means any of the insurers that are listed in the schedule of underlying insurance of this policy.
6. “Underlying policy” means each policy listed in the Schedule of Underlying Insurance forming a part of this policy and any other applicable underlying insurance, including any self-insured retentions.



## ENDORSEMENT

This endorsement, effective 12:01 AM: **03/01/2020**  
Forms a part of Policy No.: **42-XSF-310461-01**  
Issued to: **J.E. Dunn Construction Group, Inc.**  
By: **National Fire & Marine Insurance Company**

## SCHEDULE OF UNDERLYING

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

**This endorsement modifies insurance provided under the following:**

### **FOLLOW FORM EXCESS LIABILITY POLICY**

#### **SCHEDULE OF UNDERLYING INSURANCE:**

#### **FOLLOWED POLICY:**

<b>Coverage Description</b>	<b>Insurer Policy Period Policy Number</b>	<b>Limits of Insurance Retentions Defense Treatment</b>
<b>General Liability</b> US - United States (CV's +\$15m)	Liberty Mutual Fire Insurance Company 03/01/2020 to 03/31/2027 Policy #TB2-641-445533-040	\$5,000,000 Per Occurrence \$10,000,000 General Aggregate Per Project/Per Policy Year \$10,000,000 Products-Completed Operations Aggregate Per Project  \$2,000,000 Deductible Defense Treatment: Outside the Limit
<b>General Liability</b> US - United States (CV's \$1m-\$15m)	Liberty Mutual Fire Insurance Company 03/01/2020 to 03/31/2027 Policy #TB2-641-445533-030	\$5,000,000 Per Occurrence \$10,000,000 General Aggregate Per Project/Per Policy Year \$10,000,000 General Aggregate Per Policy Year \$20,000,000 Products-Completed Operations Aggregate Products Completed in a Given Policy year  \$2,000,000 Deductible Defense Treatment: Outside the Limit
<b>Employer's Liability</b> US - United States	Liberty Insurance Corporation 03/01/2020 to 03/01/2023 Policy #WA7-64D-445533-010	\$1,000,000 Each Accident \$1,000,000 Each Employee \$1,000,000 Policy Limit  Defense Treatment: Outside the Limit

<b>Employer's Liability</b> US - United States (MN Only)	Liberty Insurance Corporation 03/01/2020 to 03/01/2021 Policy #WC7-641-445533- 020	\$1,000,000 Each Accident \$1,000,000 Each Employee \$1,000,000 Policy Limit  Defense Treatment: Outside the Limit
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All other terms and conditions of the policy remain unchanged.



## ENDORSEMENT

This endorsement, effective 12:01 AM: **03/01/2020**

Forms a part of Policy No.: **42-XSF-310461-01**

Issued to: **J.E. Dunn Construction Group, Inc.**

By: **National Fire & Marine Insurance Company**

## ACT OF TERRORISM SELF-INSURED RETENTION ENDORSEMENT

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

**This endorsement modifies insurance provided under the following:**

### **COMMERCIAL UMBRELLA LIABILITY POLICY FOLLOW FORM EXCESS LIABILITY POLICY**

The following apply with respect to any act of “terrorism”:

I. This policy is subject to the following additional Self-Insured Retention:

**Act of “Terrorism” Self-Insured Retention: \$1,000,000**

II. We will have no duty to defend any “suit” against the “insured” with respect to any act of “terrorism”. We will, however, have the right, but not the duty, to participate in the defense of any “suit” and the investigation of any claim to which this policy may apply. If we exercise this right, we will do so at our own expense.

III. The Act of “Terrorism” Self-Insured Retention is only reduced by the payment of damages. Expenses incurred to defend any “suit” or to investigate any claim will not erode or exhaust the Act of “Terrorism” Self-Insured Retention.

IV. As used in this endorsement “terrorism” means:

(1) any act that is certified by the United States Secretary of the Treasury, in consultation with the United States Secretary of Homeland Security, and United States Attorney General, to be an act of “terrorism” pursuant to the Terrorism Risk Insurance Act of 2002, including all amendments thereto; or

(2) activities against persons, organizations or property of any nature, including any actions in hindering, defending against, responding to or retaliating against an actual or suspected activities:

a. That involve the following or preparation for the following:

I. Use or threat of force or violence; or

II. Commission or threat of a dangerous act; or

III. Commission or threat of an act that interferes with or disrupts an electronic,

communication, information, or mechanical system; and

**b.** When one or both of the following applies:

- I.** The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- II.** It appears that the intent is to intimidate or coerce a government, or to further political, philosophical, ideological, religious, social, economic, or similar type objectives or positions, or to express (or express opposition to) any such objectives, positions, ideas or beliefs.

**V.** Coverage does not apply, however, with respect to any “bodily injury”, “property damage”, “personal and advertising injury” or any other loss, cost, defense fee, expense, injury, damage, claim, dispute or “suit” that is otherwise excluded and/or not insured by this policy, including, but not limited to, any exclusions with respect to war, nuclear liability, or “terrorism”, in whole or in part.

All other terms and conditions of this policy remain unchanged.



Berkshire Hathaway  
Specialty Insurance

**ENDORSEMENT**

This endorsement, effective 12:01 AM: **03/01/2020**

Forms a part of Policy No.: **42-XSF-310461-01**

Issued to: **J.E. Dunn Construction Group, Inc.**

By: **National Fire & Marine Insurance Company**

**LIMITATION - COVERAGE DOES NOT APPLY PER THE  
SCHEDULE OF THIS ENDORSEMENT**

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

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL GENERAL LIABILITY POLICY**

**COMMERCIAL UMBRELLA LIABILITY POLICY**

**COMMERCIAL RETAINED LIMIT LIABILITY POLICY**

**FOLLOW FORM EXCESS LIABILITY POLICY**

**PRODUCTS/COMPLETED OPERATIONS LIABILITY POLICY**

**SCHEDULE**

<b>Entity(ies):</b> N/A
<b>Premise(s):</b> N/A
<b>Project(s):</b> N/A
<b>Operation(s):</b> N/A
<b>Your Work:</b> N/A
<b>Your Product(s):</b> N/A

**Territory(ies):**

New York

The following restriction of coverage is added to this policy, and supersedes anything else to the contrary:

Notwithstanding anything elsewhere in this policy, this insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" or any other liability, loss, cost, defense fee, expense, injury, damage, claim, dispute or "suit", caused by, arising out of, resulting from, or in any way related to, directly or indirectly, in whole or in part:

1. The entity(ies) listed in the Schedule above, including, but not limited to, any person or entity acting by, for, or on behalf of any such entity(ies);
2. The ownership, maintenance or use of the premises listed in the Schedule above and operations necessary or incidental to those premises;
3. The project(s) listed in the Schedule above;
4. The operation(s) listed in the Schedule above;
5. "Your work" as described in the Schedule and that is included in the "products-completed operations hazard";
6. "Your product(s)" listed in the Schedule above and that is included in the "products-completed operations hazard"; and
7. The territory(ies) shown in the Schedule above.

All other terms and conditions of this policy remain unchanged.



Berkshire Hathaway  
Specialty Insurance

## ENDORSEMENT

This endorsement, effective 12:01 AM: **03/01/2020**  
Forms a part of Policy No.: **42-XSF-310461-01**  
Issued to: **J.E. Dunn Construction Group, Inc.**  
By: **National Fire & Marine Insurance Company**

## WORKERS' COMPENSATION AND SIMILAR LAWS EXCLUSION

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

**This endorsement modifies insurance provided under the following:**

### **FOLLOW FORM EXCESS LIABILITY POLICY**

The following exclusion is added the policy:

#### **Workers' Compensation And Similar Laws**

This insurance does not apply to any "bodily injury", "property damage", "personal and advertising injury" or any other loss, cost, defense fee, expense, injury, damage, claim, dispute or "suit" caused by, resulting from, or with respect to any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

All other terms and conditions of this policy remain unchanged.



Berkshire Hathaway  
Specialty Insurance

## ENDORSEMENT

This endorsement, effective 12:01 AM: **03/01/2020**

Forms a part of Policy No.: **42-XSF-310461-01**

Issued to: **J.E. Dunn Construction Group, Inc.**

By: **National Fire & Marine Insurance Company**

## CONFIDENTIAL OR PERSONAL INFORMATION DISCLOSURE EXCLUSION ENDORSEMENT

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

**This endorsement modifies insurance provided under the following:**

### **FOLLOW FORM EXCESS LIABILITY POLICY**

**I. The following exclusion is added to the policy:**

#### **Confidential or Personal Information Disclosure Exclusion**

This policy does not apply to "bodily injury", "property damage", "personal and advertising injury", or any other loss, cost, defense fee, expense, injury, damage, claim, dispute or "suit", however caused, in whole or in part arising out of, resulting from, or in any way related to any actual or alleged:

- a.** unauthorized or improper access to, collection, use or disclosure of, or failure to protect any non-public confidential or personal information in the form of "electronic data", including, but not limited to, any patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, or any other type of non-public information;
- b.** violation of any statute, regulation, common-law, or any other law regulating or protecting access to, collection, use or disclosure of, or failure to protect any non-public confidential or personal information in the form of "electronic data".

For purposes of this endorsement, "electronic data" includes, but is not limited to, 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.

This exclusion applies to, among other things, damages or amounts associated with any notification costs, credit monitoring expenses, forensic expenses, public relations expenses, or any other loss, cost or expense, whether incurred by you or others, arising out of any access to, collection, use or disclosure of, or failure to protect any non-public confidential or personal information that is subject to this exclusion.

This exclusion does not apply, however, to:

- a. "Direct bodily injury", which, for purposes of this endorsement only means: bodily injury, sickness or disease sustained by a person, including death, mental anguish, mental injury, shock or humiliation resulting from any of these at any time; or
- b. "Direct property damage", which, for purposes of this endorsement only means: 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.

Tangible property does not include any information, facts, programs, instructions, commands, electronic data, and anything else stored as or on, created or used on, or transmitted to or from computers or their software, including, but not limited to, systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, networks, clouds, or other media used with electronically controlled equipment.

All other terms and conditions of this policy remain unchanged.



Berkshire Hathaway  
Specialty Insurance

## ENDORSEMENT

This endorsement, effective 12:01 AM: **03/01/2020**

Forms a part of Policy No.: **42-XSF-310461-01**

Issued to: **J.E. Dunn Construction Group, Inc.**

By: **National Fire & Marine Insurance Company**

## COMPOSITE RATE ENDORSEMENT

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY POLICY  
PRODUCTS/COMPLETED OPERATIONS LIABILITY POLICY  
COMMERCIAL UMBRELLA LIABILITY POLICY  
FOLLOW FORM EXCESS LIABILITY POLICY  
COMMERCIAL RETAINED LIMIT LIABILITY POLICY  
BUSINESS AUTO COVERAGE POLICY**

The premium for this policy will be computed upon a composite basis as shown below in accordance with our rules, rates, rating plans, premiums and minimum premiums and the other policy terms.

EXPOSURE BASIS	ESTIMATED EXPOSURE	PREMIUM BASIS (PER)	RATE	TOTAL ADVANCE PREMIUM	MINIMUM PREMIUM
Cost/Construction Value	\$	\$1,000	\$	\$	\$

The following definitions apply to this endorsement:

**Total Revenue/Sales:** Means the gross amount of money you or others trading in your name have charged for all goods and services you or they have sold or distributed during the "policy period", including charges for delivery, installation, service and repair, and including taxes other than taxes which you or such others collect as a separate item and remit directly to a governmental division. Sales will include both foreign and domestic sales and sales by one named insured to another unless otherwise indicated by "x" below:

Sales do NOT include foreign sales.  
 Sales do NOT include sales by one named insured to another named insured.

**Total Payroll/Remuneration:** Means all of the money or the substitute for money earned during the "policy period" by you if you are the proprietor of the insured business, by all partners if you are a partnership or by all members if

you are a Limited Liability Company, and by all your "employees" for their services to you during the "policy period" subject to the following:

- Total Gross Payroll or Remuneration, without limitation; or
- Determined and limited in accordance with our Workers' Compensation Insurance Manual's rules respective for the states in which you have employment; or

**General Liability Payroll:** Means all payments by you in money, or in substitutes for money, during the "policy period" to all executive officers and other "employees" for services rendered, subject to any over-time earnings, limitation of remuneration or exception rules applicable in accordance with the General Liability manual in use by the Company.

**Vehicle/Power Unit:** Means coverage for one vehicle for one year.

**Cost/Construction Value:** Means the total cost to you for all work performed for you during the "policy period" by independent contractors and their subcontractors at all levels, including the cost of all labor, materials, equipment and supplies furnished, used or delivered for use in the execution of such work, whether furnished by the owner, by contractors or subcontractors at any level, including but not limited to, all fees, allowances, bonuses, and commissions either made, paid or due, as well as taxes other than taxes which you collect as a separate item and remit directly to a governmental division.

**Square Feet/Area:** Means area, as measured in square feet, of all property you own, lease or rent, including land held for investment, during the "policy period".

**Each:** This basis of premium involves units of exposure, and the quantity comprising each unit of exposure is indicated in the classification footnotes, such as "per person".

**Unit:** A single room or group of rooms intended for occupancy as separate living quarters by a family, by a group of unrelated persons living together or by a person living alone.

**Full Time Equivalent Students:** Means the sum of the number of students enrolled full time at an institution, plus the full-time equivalent of the number of students enrolled part time (determined on the basis of the quotient of the sum of the credit hours of all part-time students divided by 12) at such institution.

**Gallons:** Means the total number of gallons of liquid petroleum gases invoiced on any basis to any customer, whether or not the insured actually takes possession of such gasses.

**Mileage:** Means total miles driven during the "policy period" by all licensed autos/vehicles.

**Miles of Pipeline:** Means miles of pipeline.

**Wells:** Means gross number of wells where the insured has an ownership interest.

**Gross Tons:** Means gross short tons (2000 lbs.) of raw (not clean) unprocessed ore.

**Ounces:** Means ounces of refined precious metals.

**Other:**

When “policy period” is not defined in the policy, it means the policy period as stated on the Declarations Page of the policy.



Berkshire Hathaway  
Specialty Insurance

## ENDORSEMENT

This endorsement, effective 12:01 AM: **03/01/2020**

Forms a part of Policy No.: **42-XSF-310461-01**

Issued to: **J.E. Dunn Construction Group, Inc.**

By: **National Fire & Marine Insurance Company**

## CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

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

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL GENERAL LIABILITY POLICY**

**HEALTHCARE PRIMARY LIABILITY POLICY**

**COMMERCIAL UMBRELLA LIABILITY POLICY**

**HEALTHCARE UMBRELLA LIABILITY POLICY**

**COMMERCIAL RETAINED LIMIT LIABILITY POLICY**

**FOLLOW FORM EXCESS LIABILITY POLICY**

**PRODUCTS/COMPLETED OPERATIONS LIABILITY POLICY**

**CONTRACTOR'S POLLUTION LEGAL LIABILITY POLICY**

**POLLUTION LEGAL LIABILITY POLICY**

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Calendar Year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means any act that is certified by the United States Secretary of the Treasury, in consultation with the United States Secretary of Homeland Security, and the United States Attorney General, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. 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
2. 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.

All other terms and conditions of this policy remain unchanged.



Berkshire Hathaway  
Specialty Insurance

**ENDORSEMENT**

This endorsement, effective 12:01 AM: **03/01/2020**

Forms a part of Policy No.: **42-XSF-310461-01**

Issued to: **J.E. Dunn Construction Group, Inc.**

By: **National Fire & Marine Insurance Company**

## **LIMITS OF INSURANCE MODIFICATION**

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

**This endorsement modifies insurance provided under the following:**

### **FOLLOW FORM EXCESS LIABILITY POLICY**

**I.** The Limits of Insurance shown on the Declarations page are deleted in their entirety and replaced with the following:

#### **Limits of Insurance Schedule**

1. For “projects” with a “construction value” between \$1,000,000 and \$15,000,000:  
\$25,000,000 Per Occurrence;  
\$50,000,000 General Aggregate (Per Project / Per Policy Year);  
\$100,000,000 General Aggregate Maximum (Per Policy Year);  
\$100,000,000 Products-Completed Operations Hazard Aggregate.
2. For “projects” with a “construction value” greater than \$15,000,000:  
\$25,000,000 Per Occurrence;  
\$50,000,000 General Aggregate (Per Project / Per Policy Year);  
\$50,000,000 Products-Completed Operations Hazard Aggregate (Per Project).

**II.** **SECTION III – LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

1. The amount shown as the General Aggregate in the **Limits of Insurance Schedule** of the **Limits of Insurance Modification** endorsement is the most we will pay for all damages insured under this policy not included within the “products-completed operations hazard”. The General Aggregate shall apply in the same manner as the “followed policy”, including on a per project or per location basis.
2. Where an amount is shown as the General Aggregate Maximum in the **Limits of Insurance Schedule** of the **Limits of Insurance Modification** endorsement, then a General Aggregate Maximum applies, and

this is the most we will pay for all damages within Paragraph 1. above regardless of the number of "insureds"; claims made or suits brought; persons or organizations bringing claims or suits; projects or locations; losses; occurrences; events or any other similar basis upon which a Limit of Insurance may be calculated.

This General Aggregate Maximum applies to the entire policy period that the policy is in force and shall not reinstate annually unless the "followed policy" includes an equivalent General Aggregate Maximum and provides for the reinstatement of such limit, in which case this policy shall reinstate its General Aggregate Maximum in the same manner as the "followed policy".

3. The amount shown as the Products-Completed Operations Hazard Aggregate in the **Limits of Insurance Schedule** of the **Limits of Insurance Modification** endorsement is the most we will pay for all damages insured under this policy and included in the "products-completed operations hazard". The Products-Completed Operations Hazard Aggregate shall apply separately to each year the policy is effective but not including any extended "products-completed operations hazard" period.

The respective annual Products-Completed Operations Hazard Aggregate limit shall apply to all those damages included in the "products-completed operations hazard" arising out of those enrolled projects for which the "products-completed operations hazard" period began in that specific policy year. Only that single annual Products-Completed Operations Hazard Aggregate limit shall be available for those enrolled projects regardless of the length of the "products-completed operations hazard" period or the number of "insureds"; claims made or suits brought; persons or organizations bringing claims or suits; projects or locations; losses; occurrences; events or any other similar basis upon which a Limit of Insurance may be calculated.

No additional Products-Completed Operations Hazard Aggregate limit is provided for an extended "products-completed operations hazard" period.

1. Where an amount is shown as the Products-Completed Operations Hazard Aggregate Maximum in the **Limits of Insurance Schedule** of the **Limits of Insurance Modification** endorsement, then a Products-Completed Operations Hazard Aggregate Maximum applies, and this is the most we will pay for all damages within Paragraph 3. above regardless of the number of "insureds"; claims made or suits brought; persons or organizations bringing claims or suits; projects or locations; losses; occurrences; events or any other similar basis upon which a Limit of Insurance may be calculated.

This Products-Completed Operations Hazard Aggregate Maximum applies to the entire policy period that the policy is in force and shall not reinstate annually unless the "followed policy" includes an equivalent Products-Completed Operations Hazard Aggregate Maximum and provides for the reinstatement of such limit, in which case this policy shall reinstate its Products-Completed Operations Hazard Aggregate Maximum in the same manner as the "followed policy".

2. Subject to the paragraphs above, the amount shown as the Per Occurrence limit in the **Limits of Insurance Schedule** of the **Limits of Insurance Modification** endorsement is the most we will pay for all damages arising out of any one loss, occurrence, claim or event.
3. Defense costs and expenses shall operate in an identical manner to the "followed policy".
4. If the "followed policy" includes a limit of insurance or other amount for which no corresponding amount is shown in the Schedule above, then no such limit of insurance shall be provided under this policy, and this policy shall not follow the "followed policy" with respect to such coverage.

5. All defined terms used herein that are not specifically defined by this policy or by endorsement to this policy shall have the same meaning as the “followed policy”.

All other terms and conditions of this policy remain unchanged.



Berkshire Hathaway  
Specialty Insurance

## ENDORSEMENT

This endorsement, effective 12:01 AM: **03/01/2020**

Forms a part of Policy No.: **42-XSF-310461-01**

Issued to: **J.E. Dunn Construction Group, Inc.**

By: **National Fire & Marine Insurance Company**

## RESIDENTIAL CONSTRUCTION EXCLUSION

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

**This endorsement modifies insurance provided under the following:**

### **FOLLOW FORM EXCESS LIABILITY POLICY**

The following exclusion is added to the policy:

#### **Residential Construction Exclusion**

1. This policy does not apply to "bodily injury", "property damage", "personal and advertising injury" or any other loss, cost, defense fee, expense, injury, damage, claim, dispute or "suit", however caused, in whole or in part arising out of, directly or indirectly, any premises if all or part of those premises are or were at any time, whether before or after the effective dates of this policy, used, occupied, listed, marketed, rented or sold as a residential premises.
2. Subject to **(3)** below, as used in this exclusion residential premises include:
  - a. Single or multiple family houses or homes, custom homes, condominiums, cooperatives, townhomes, townhouses, any other residential property, including any that contain residential premises and commercial or industrial premises; and
  - b. Any facilities, buildings, structures, parking areas, garages, and common areas or grounds, used by or associated with any residential premises; and
  - c. Any property that has ever been converted to or from any of the foregoing.
1. As used in this exclusion, however, residential premises shall not include:
  - a. Apartment buildings, assisted living facilities, nursing homes, dormitories, hotels, motels, hospitals, jails, prisons and military housing, but only if such premises have never been used, occupied, listed, marketed, rented or sold, in whole or in part, as any of the premises listed in Paragraph (2) of this exclusion; and
  - b. As listed in the following schedule:

## **SCHE**DULE

### **Project(s):**

- Timeshares and Senior Living Facilities

All other terms and conditions of this policy remain unchanged.



Coverage Is Provided In:  
The Ohio Casualty Insurance Company  
9450 Seward Road, Fairfield, Ohio 45014

POLICY NUMBER:  
ECO (27) 60 81 04 20

## Excess Liability Policy Declarations

Basis: Occurrence

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### (ITEM 1) NAMED INSURED & MAILING ADDRESS

J.E. Dunn Construction Group, Inc.  
1001 Locust St.  
Kansas City, MO 64106

(816) 960-9000  
Lockton Companies LLC  
444 W 47th St Ste 900  
Kansas City, MO 64112

Named Insured Is: **Corporation**

Named Insured Business Is: **Construction Company**

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### (ITEM 2) POLICY PERIOD:

From **03/01/2020** To **03/31/2027** 12:01 a.m. Standard Time at Insured Mailing Location

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### (ITEM 3) PREMIUM CHARGES:

Explanation of Charges	DESCRIPTION	PREMIUM
	Excess Liability	\$
	Certified Acts of Terrorism Coverage	\$ (Included)

**Total Advance Charges:** \$

*Note: This is not a bill*

BASIS OF PREMIUM: NON-AUDITABLE (  ) AUDITABLE (  )

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### (ITEM 4) LIMITS OF INSURANCE:

DESCRIPTION	LIMIT
EACH OCCURRENCE	\$25,000,000
AGGREGATE (WHERE APPLICABLE)	\$25,000,000

THESE LIMITS OF INSURANCE APPLY IN EXCESS OF THE UNDERLYING LIMITS OF INSURANCE INDICATED IN (ITEM 5) OF THE DECLARATIONS.

Servicing Office **CI NI Specialty Excess**

and Issue Date **04/15/2020**

Authorized Representative

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**To report a claim, call your Agent or 1-800-362-0000**

**CE 66 50 01 08**

**Page 1 of 2**

In witness whereof, we have caused this policy to be signed by our authorized officers.

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Secretary



President

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**To report a claim, call your Agent or 1-800-362-0000**

**CE 66 50 01 08**

**Page 2 of 2**



Coverage Is Provided In:  
The Ohio Casualty Insurance Company  
9450 Seward Road, Fairfield, Ohio 45014

POLICY NUMBER:  
ECO (27) 60 81 04 20

## SCHEDULE OF UNDERLYING INSURANCE

### (ITEM 5) UNDERLYING INSURANCE:

CARRIER, POLICY NUMBER AND PERIOD	TYPE OF COVERAGE	LIMITS OF INSURANCE
FIRST UNDERLYING INSURANCE	LEAD UMBRELLA	\$25,000,000 EACH OCCURRENCE LIMIT
BERKSHIRE HATHAWAY HOMESTATE COMPANIES		\$25,000,000 AGGREGATE LIMIT
		\$25,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT

TO BE FURNISHED

03/01/2020 - 03/31/2027

Servicing Office **CI NI SPECIALTY EXCESS**

and Issue Date **04/15/2020**

Authorized Representative

**To report a claim, call your Agent or 1-800-362-0000**

**CE 66 51 01 08**

**Page 1 of 1**



Coverage Is Provided In:  
The Ohio Casualty Insurance Company  
9450 Seward Road, Fairfield, Ohio 45014

POLICY NUMBER:  
ECO (27) 60 81 04 20

## POLICY FORMS AND ENDORSEMENTS

This section lists all of the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CE 65 24 06 97	Excess Liability Coverage Form
CE 65 27 05 16	Following Form Endorsement
CE 65 30 01 15	Cap on Losses From Certified Acts of Terrorism
CE 66 54 05 09	Recording and Distribution of Material or Information in Violation of the Law Exclusion
CE 88 64 10 14	Access or Disclosure of Confidential or Personal Information and Data-Related Liability - With Limited Bodily Injury Exception Exclusion
CNI 90 11 07 18	Reporting A Commercial Claim 24 Hours A Day
CU 60 05 06 97	Named Insured
CU 61 54 06 97	Auditable Premium Computation Endorsement
CU 61 88 06 97	Missouri Changes - Cancellation and Nonrenewal
CU 62 01 01 17	Missouri Changes - Pollution Definition
CU 64 87 10 05	Economic or Trade Sanctions Condition Endorsement
NP 73 12 01 15	Terrorism Insurance Premium Disclosure and Opportunity to Reject
NP 74 44 09 06	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders
NP 93 98 10 13	Important Notice Your Action Required
SNI 24 01 11 18	Missouri Notice To Policyholders
SNI 90 01 12 18	Policyholder Notice - Company Contact Information

Servicing Office **CI NI Specialty Excess**

and Issue Date **04/15/2020**

Authorized Representative

**To report a claim, call your Agent or 1-800-362-0000**

**CE 66 52 01 08**

**Page 1 of 1**

## EXCESS LIABILITY COVERAGE FORM

There are provisions in this policy that 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. The words "we," "us" and "our" refer to the Company providing this insurance. The word Insured means any person or organization qualifying as such in the "first underlying insurance." Other words and phrases that appear in quotation marks have special meaning and can be found in the **DEFINITIONS** Section or the specific policy provision where they appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations we agree with you to provide the coverage as follows:

### INSURING AGREEMENTS

#### I. COVERAGE

We will pay on behalf of the Insured the amount of "loss" covered by this insurance in excess of the "Underlying Limits of Insurance" shown in Item 5. of the Declarations, subject to **INSURING AGREEMENT** Section II., **Limits of Insurance**. Except for the terms, conditions, definitions and exclusions of this policy, the coverage provided by this policy will follow the "first underlying insurance."

#### II. LIMITS OF INSURANCE

**A.** The Limits of Insurance shown in the Declarations and the rules below describe the most we will pay under the terms of this insurance regardless of the number of:

1. Insureds;
2. claims made or suits brought;
3. persons or organizations making claims or bringing suits.

**B.** The Limits of Insurance of this policy will apply as follows:

1. This policy applies only in excess of the "Underlying Limits of Insurance" shown in Item 5. of the Declarations.
2. The aggregate limit shown in Item 4.

of the Declarations is the most we will pay for all "loss" that is subject to an aggregate limit provided by the "first underlying insurance." The aggregate limit applies separately and in the same manner as the aggregate limits provided by the "first underlying insurance," provided that all "underlying insurance" applies their aggregate limit in the same manner as the "first underlying insurance."

3. Subject to **B.2.**, the occurrence limit stated in Item 4. of the Declarations is the most we will pay for all "loss" arising out of any one occurrence to which this policy applies.
4. Subject to Paragraphs **B.2.** and **B.3.** above, if the "Underlying Limits of Insurance" described in Item 5. of the Declarations are either reduced or exhausted solely by payment of "loss," such insurance provided by this policy will apply in excess of the reduced underlying limit or, if all underlying limits are exhausted, will apply as "underlying insurance" subject to the same terms, conditions, definitions and exclusions of the "first underlying insurance," except for the terms, conditions, definitions and exclusions of this policy.

However, we will not pay that portion of a "loss" that is within the "Underlying Limits of Insurance" which the Insured has agreed to fund by self-insurance or means other than insurance.

5. The limits of this policy 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.

### III. DEFENSE

- A. We will not be required to assume charge of the investigation of any claim or defense of any suit against you.
- B. We will have the right, but not the duty, to be associated with you or your underlying insurer or both in the investigation of any claim or defense of any suit which in our opinion may create liability on us for "loss." If we exercise such right, we will do so at our own expense, but not after the limits of this policy are exhausted.

### IV. EXCLUSIONS

This policy does not apply to:

- A. Any liability, including, but not limited to settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, or consultants arising out of or related in any way, either directly or indirectly, to:
  1. asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust, including, but not limited to, manufacture, mining, use, sale, installation, removal, or distribution activities;
  2. exposure to testing for, monitoring of, cleaning up, removing, containing or treating of asbestos, asbestos pro-

ducts, asbestos-containing materials or products, asbestos fibers or asbestos dust; or

3. any obligation to investigate, settle or defend, or indemnify any person against any claim or suit arising out of or related in any way, either directly or indirectly, to asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust.
- B. Any liability, including, but not limited to settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, or consultants arising out of or in any way related to:
  1. the actual, alleged or threatened presence, discharge, dispersal, seepage, migration, release or escape of "pollutants," however caused;
  2. any request, demand, or order that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to or assess the effects of "pollutants." This includes demands, directives, complaints, suits, orders or requests brought by any governmental entity or by any person or group of persons;
  3. steps taken or amounts incurred by a governmental unit or any other person or organization to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize or assess the effects of "pollutants."

This exclusion will apply to any liability, costs, charges or expenses, or any judgments or settlements, arising directly or indirectly out of pollution whether or not the pollution was sudden, accidental, gradual, intended, expected, unexpected, preventable or not preventable.

As used in this exclusion "pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste material.

Waste material includes materials which are intended to be or have been to be recycled, reconditioned or reclaimed.

C. Any liability excluded by the Nuclear Energy Liability Exclusion attached to this policy.

## V. DEFINITIONS

A. "First underlying insurance" means the policy or policies of insurance stated as such in Item 5. of the Declarations.

B. "Loss" means those sums actually paid in the settlement or satisfaction of a claim which you are legally obligated to pay as damages after making proper deductions for all recoveries and salvage.

C. "Underlying insurance" means "first underlying insurance" and all policies of insurance listed in Item 5. of the Declarations.

D. "Underlying Limits of Insurance" means the total sum of the limits of all applicable "underlying insurance" stated in Item 5. of the Declarations, including self-insurance, or means other than insurance.

## VI. CONDITIONS

### A. Appeals

In the event you or any underlying insurer elects not to appeal a judgment in excess of the amount of the "Underlying Limits of Insurance," we may elect to appeal at our expense. If we do so elect, we will be liable for the costs and interest incidental to this appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section II. of this policy.

### B. Bankruptcy or Insolvency

The bankruptcy, insolvency or inability to pay of any Insured or the bankruptcy, insolvency or inability to pay of any of the underlying insurers will not relieve us from the payment of any claim or suit covered by this policy.

In the event of bankruptcy or insolvency of any underlying Insurer, the insurance afforded by this policy will not replace

such "underlying insurance," but will apply as if the "underlying insurance" was available and collectible.

### C. Changes

Notice to any agent or knowledge possessed by any agent or any other person will not effect a waiver or change in any part of this policy. This policy can only be changed by a written endorsement that becomes a part of this policy and that is signed by one of our authorized representatives.

### D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. If we cancel because of nonpayment of premium, we must mail or deliver to you not less than ten (10) days advance written notice stating when the cancellation is to take effect. If we cancel for any other reason, we must mail or deliver to you not less than thirty (30) days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1. of the Declarations will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. If we cancel, final premium will be calculated pro rata based on the time this policy was in force.
5. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force and increased by our short rate cancellation table and procedure.
6. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter but the cancellation will be effective even if we have not made or offered any refund due you. Our check or our representative's

check, mailed or delivered, will be sufficient tender of any refund due you.

7. The first Named Insured in Item 1. of the Declarations will act on behalf of all other Insureds with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this policy.
8. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

#### **E. First Named Insured Duties**

The person or organization first named in Item 1. of the Declarations is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for the giving and receiving of notice of cancellation or the receipt of any return premium that may become payable.

We will be furnished a complete copy of the "first underlying insurance" described in Item 5. of the Declarations and any subsequently issued endorsements which may in any way affect this insurance.

#### **F. Legal Actions Against Us**

There will be no right of action against us under this insurance unless:

1. you have complied with all the terms of this policy; and
2. the amount you owe has been determined by settlement with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a party in an action against you to determine your liability.

#### **G. Maintenance of Underlying Insurance**

During the period of this policy, you agree:

1. to keep the policies listed in Item 5. of the Declarations in full force and effect;
2. that the Limits of Insurance of the "underlying insurance" policies listed in Item 5. of the Declarations will be maintained except for any reduction or exhaustion of aggregate limits by payment of claims or suits for "losses" covered by "underlying insurance."

If you fail to comply with these requirements, we will only be liable to the same extent that we would have been had you fully complied with these requirements.

#### **H. Notice of Occurrence**

1. You must see to it that we are notified as soon as practicable of an occurrence which may result in a claim or suit which may involve this policy. To the extent possible, notice will include:
  - a. how, when and where the occurrence took place;
  - b. the names and addresses of any injured persons and witnesses;
  - c. the nature and location of any injury or damage arising out of the occurrence.
2. If a claim or suit against any Insured is reasonably likely to involve this policy you must notify us in writing as soon as practicable.
3. You and any other involved Insured must:
  - a. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
  - b. authorize us to obtain records and other information;
  - c. cooperate with us in the investigation, settlement or defense of the claim or suit; and
  - d. 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.

4. If the "Underlying Limits of Insurance" are exhausted solely by payment of "loss," 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 consent.

#### **I. Other Insurance**

If other insurance applies to a "loss" that is also covered by this policy, this policy will apply excess of the other insurance. Nothing herein will be construed to make this policy subject to the terms, conditions and limitations of such other insurance. However, this provision will not apply if the other insurance is specifically written to be excess of this policy.

Other insurance includes any type of self-insurance or other mechanism by which an Insured arranges for funding of legal liabilities.

#### **J. Premium**

Unless otherwise provided, the premium for this policy is a flat premium and is not subject to adjustment except as provided herein or amended by endorsement. If any

additional premium charge is made to the "underlying insurance" during the policy period or if there is an increase in the risk assumed by us, our premium may be adjusted accordingly.

#### **K. Terms Conformed to Statute**

The terms of this policy which are in conflict with the statutes of the state where this policy is issued are amended to conform to such statutes.

If we are prevented by law or statute from paying on behalf of the Insured, then we will, where permitted by law or statute, indemnify the Insured.

#### **L. When "Loss" is Payable**

Coverage under this policy will not apply unless and until the Insured or the Insured's "underlying insurance" is obligated to pay the full amount of the "Underlying Limits of Insurance."

When the amount of "loss" has finally been determined, we will promptly pay on behalf of the Insured the amount of "loss" falling within the terms of this policy.

### **NUCLEAR ENERGY LIABILITY EXCLUSION**

This policy does not apply to:

#### **A. Any liability, injury or damage:**

1. with respect to which any 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 Limits of Insurance; or

2. resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) a person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) any 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.** Any injury or "nuclear property damage" resulting from the "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, any Insured or **(b)** has been discharged or dispersed therefrom;
2. the "nuclear material" is contained in "spent fuel" or "nuclear waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of any Insured; or
3. the injury or "nuclear property damage" arises out of the furnishing by any Insured of services, materials, parts of 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 **B.3.** applies only to "nuclear property damage" to such "nuclear facility" and any property therein.

**C.** As used in this exclusion:

1. "Hazardous properties" includes radioactive, toxic or explosive properties.
2. "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 "nuclear 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 any 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, "nuclear waste," and includes the site on which any of the foregoing is located, all operations considered on such site and all premises used for such operations.
3. "Nuclear material" means "source material," "special nuclear material" or by-product material.
4. "Nuclear property damage" includes all forms of radioactive contamination of property.
5. "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.
6. "Nuclear waste" means any "nuclear waste" material **(a)** containing "by-product material" other than the tailings of "nuclear waste" 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 within the definition of "nuclear facility" under Paragraph **C.2.a.** or **C.2.b.**
7. "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.
8. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor."

This endorsement does not change any other provision of the policy.

**In Witness Whereof**, we have caused this policy to be executed and attested, but this policy will not be valid unless countersigned by one of our duly authorized representatives, where required by law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## FOLLOWING FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

### EXCESS LIABILITY COVERAGE FORM

It is agreed that this policy is subject to the exact terms and conditions of the  
BERKSHIRE HATHAWAY HOMESTATE COMPANIES

Policy Number TO BE FURNISHED , except with respect to the:

Limits of Insurance;

Premium; and

Any exclusions or endorsements attached to this policy.

All preprinted terms and conditions of Form CE 6524 0697 are deleted to the extent that they vary from or are inconsistent with the terms and conditions of the

BERKSHIRE HATHAWAY HOMESTATE COMPANIES

Policy Number TO BE FURNISHED , except for Condition L., When "Loss" is Payable.

Nothing in this endorsement will obligate us to pay a "loss" or assume charge of the investigation of any claim or defense of any suit against you before the Limits of Insurance shown in Item 5. of the Declarations, Underlying Insurance, are exhausted by payment of "loss" or "losses" by the Insured or the Insured's "underlying insurance."

This endorsement does not change any other provision of the policy.

0164363

04/14/2020

ECO(27)60810420

24-0568

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

## **CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

### **EXCESS LIABILITY COVERAGE FORM**

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"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:

1. 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
2. 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.

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 policy.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

### EXCESS LIABILITY COVERAGE PART

The following exclusion is added to Section IV - Exclusions:

This insurance does not apply to:

Any liability 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 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.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL  
INFORMATION AND DATA-RELATED LIABILITY - WITH  
LIMITED BODILY INJURY EXCEPTION EXCLUSION**

**A. The following exclusion is added to Section IV - EXCLUSIONS:**

This policy does not apply to:

Any liability, damages, loss, injury, demand, "claim" or "suit" arising out of:

1. Any access to or disclosure of any person's or organization's confidential or personal information, including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
2. The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses, fines, penalties (including but not limited to, fees or surcharges from affected financial institutions) or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph 1 or 2 above.

However, unless Paragraph 1 above applies, this exclusion does not apply to damages because of "bodily injury".

**B. For the purposes of this endorsement the following definition is added:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including but not limited to 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.

This endorsement does not change any other provisions of the policy.

## REPORTING A COMMERCIALCL AIM 24 HOURS AD AY

Liberty Mutual Insurance claims professionals across the United States are ready to resolve your claim quickly and fairly, so you and your team can focus on your business. Our claims teams are specialized, experienced and dedicated to a high standard of service.

### We're Just a Call Away— One Phone Number to Report All Commercial Insurance Claims

Reporting a new claim has never been easier. A Liberty Mutual customer service representative is available to you 24/7 at **800-362-0000** for reporting new property, auto, liability and workers' compensation claims. With contact centers strategically located throughout the country for continuity and accessibility, we're there when we're needed!

### Additional Resources for Workers' Compensation Customers

In many states, employers are required by law to use state-specific workers compensation claims forms and posting notices. This type of information can be found in the Policyholders Toolkit section of our website along with other helpful resources such as :

- Direct links to state workers' compensation websites where you can find state-specific claim forms
- Assistance finding local medical providers
- First Fill pharmacy forms — part of our managed care pharmacy program committed to helping injured workers recover and return to work

Our Policyholder Toolkit can be accessed at [www.libertymutualgroup.com/toolkit](http://www.libertymutualgroup.com/toolkit).

For all claims inquiries please call us at **800-362-0000**.

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

**NAMED INSURED**

The Named Insured listed in Item 1 of the Declarations is changed to the following:

J.E. DUNN CONSTRUCTION GROUP, INC.

, as per the scheduled

"first underlying insurance".

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AUDITABLE PREMIUM COMPUTATION ENDORSEMENT

The premium for this policy is subject to adjustment. The auditable basis is indicated below. An audit of your books and records may result in an additional premium due to the company or a return premium due to you, subject to the Minimum Premium indicated below.

Premium Basis*	Rate	Rate Per	Deposit Premium	Minimum Premium
Construction Value	\$	1000		\$

\* (a) Admissions; (b) Area; (c) Each; (d) Gross Sales;  
(e) Payroll; (f) Total Cost; (g) Units; (h) Other

This endorsement does not change any other provision of the policy.

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

## **MISSOURI CHANGES - CANCELLATION AND NONRENEWAL**

**SECTION VI - CONDITION D. Cancellation**, Paragraph 2., is deleted and the following condition is added to **SECTION VI - CONDITIONS**:

### **Cancellation**

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the actual reason for cancellation, at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
  - b. 30 days before the effective date of cancellation if cancellation is for one or more of the following reasons:
    - (1) fraud or material misrepresentation affecting this policy or a claim filed under this policy or a violation of any of the terms or conditions of this policy;
    - (2) changes in conditions after the effective date of this policy which have materially increased the risk assumed;
    - (3) we become insolvent; or,
    - (4) we involuntarily lose reinsurance for this policy.
  - c. 60 days before the effective date of cancellation if we cancel for any other reason.

The following **CONDITION** is added and supersedes any provision to the contrary:

### **Nonrenewal**

1. We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the actual reason for nonrenewal, at least sixty days prior to the effective date of the nonrenewal.
2. If notice is mailed, proof of mailing will be sufficient proof of notice.

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

## **MISSOURI CHANGES - POLLUTION DEFINITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM  
EXCESS LIABILITY COVERAGE FORM

Wherever it appears in this coverage form or by endorsement to this coverage form, the description or definition of the term "pollutants" is amended to read as follows:

"Pollutants" mean any substance or material that is a solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals, solvents, gasoline or other petroleum products, lead waste and any other substances or materials defined as pollutants in any "Underlying Insurance." Waste includes materials to be recycled, reconditioned or reclaimed.

The pollution exclusion in this policy or by an amendment to this policy applies whether or not such irritant or contaminant has any function in your business, operations, premises, site or location.

This endorsement does not change any other provision of the policy.

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

## **ECONOMIC OR TRADE SANCTIONS CONDITION ENDORSEMENT**

The following is added to Section **VI - CONDITIONS**:

### **Economic or Trade Sanctions**

If coverage for a claim or suit under this policy is in violation of any United States of America economic or trade sanctions, including but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control ("OFAC"), then coverage for that claim or suit will be null and void.

This endorsement does not change any other provision of the policy.

04/14/2020

J.E. Dunn Construction Group, Inc. VI  
1001 Locust St.  
Kansas City, MO 64106

ECO (27) 60 81 04 20

From: 03/01/2020 To: 03/31/2027

(816) 960-9000  
Lockton Companies LLC  
444 W 47th St Ste 900  
Kansas City, MO 64112

### **TERRORISM INSURANCE PREMIUM DISCLOSURE AND OPPORTUNITY TO REJECT**

**This notice contains important information about the Terrorism Risk Insurance Act and its effect on your policy. Please read it carefully.**

#### **THE TERRORISM RISK INSURANCE ACT**

The Terrorism Risk Insurance Act, including all amendments ("TRIA" or the "Act"), establishes a program to spread the risk of catastrophic losses from certain acts of terrorism between insurers and the federal government. If an individual insurer's losses from certified acts of terrorism exceed a specified deductible amount, the government will reimburse the insurer for a percentage of losses (the "Federal Share") paid in excess of the deductible, but only if aggregate industry losses from such acts exceed the "Program Trigger". An insurer that has met its insurer deductible is not liable for any portion of losses in excess of \$100 billion per year. Similarly, the federal government is not liable for any losses covered by the Act that exceed this amount. If aggregate insured losses exceed \$100 billion, losses up to that amount may be pro-rated, as determined by the Secretary of the Treasury.

The Federal Share and Program Trigger by calendar year are:

Calendar Year	Federal Share	Program Trigger
2015	85%	\$100,000,000
2016	84%	\$120,000,000
2017	83%	\$140,000,000
2018	82%	\$160,000,000
2019	81%	\$180,000,000
2020	80%	\$200,000,000

#### **MANDATORY OFFER OF COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" AND DISCLOSURE OF PREMIUM**

TRIA requires insurers to make coverage available for any loss that occurs within the United States (or outside of the U.S. in the case of U.S. missions and certain air carriers and vessels), results from a "certified act of terrorism" AND that is otherwise covered under your policy.

A "certified act of terrorism" means:

[A]ny act that is certified by the Secretary [of the Treasury], in consultation with the Secretary of Homeland Security, and the Attorney General of the United States.

(i) to be an act of terrorism;

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- (ii) to be a violent act or an act that is dangerous to
  - (I) human life;
  - (II) property; or
  - (III) infrastructure;
- (iii) to have resulted in damage within the United States, or outside of the United States in the case of
  - (I) an air carrier (as defined in section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States); or
  - (II) the premises of a 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.

#### **REJECTING TERRORISM INSURANCE COVERAGE - WHAT YOU MUST DO**

We have included in your policy coverage for losses resulting from "certified acts of terrorism" as defined above.

THE PREMIUM CHARGE FOR THIS COVERAGE APPEARS ON THE DECLARATIONS PAGE OF THE POLICY AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT. If we are providing you with a quote, the premium charge will also appear on your quote as a separate line item charge.

IF YOU CHOOSE TO REJECT THIS COVERAGE, PLEASE CHECK THE BOX BELOW, SIGN THE ACKNOWLEDGEMENT, AND RETURN THIS FORM TO THE ADDRESS BELOW: Please ensure any rejection is received within (30) days of the effective date of your policy.

Before making a decision to reject terrorism insurance, refer to the Underlying Coverage Requirement located at the end of this Notice.

I hereby reject this offer of coverage. I understand that by rejecting this offer, I will have no coverage for losses arising from a "certified acts of terrorism" and my policy will be endorsed accordingly.

Policyholder/Applicant's Signature

Print Name

Date Signed

---

Named Insured

Policy Number

J.E. Dunn Construction Group, Inc. VI

ECO (27) 60 81 04 20

Policy Effective/Expiration Date

03/01/2020 - 03/31/2027

#### **UNDERLYING COVERAGE REQUIREMENT**

This policy will apply to Terrorism Coverage only in excess of the total amounts stated as the applicable limits of the underlying policies listed in the Schedule of Underlying Insurance and the applicable limits of any other insurance providing coverage to you during the Policy Period.

If you fail to comply with this Underlying Coverage Requirement and you do not maintain your underlying limits as scheduled, we will only be liable to the same extent that we would have been had you fully complied with this requirement.

#### **IF YOU REJECTED THIS COVERAGE, PLEASE RETURN THIS FORM TO:**

Attn: Commercial Lines Division - Terrorism  
 P.O. Box 66400  
 London, KY 40742-6400

**The summary of the Act and the coverage under your policy contained in this notice is necessarily general in nature. Your policy contains specific terms, definitions, exclusions and conditions. In case of any conflict, your policy language will control the resolution of all coverages questions. Please read your policy carefully.**

If you have any questions regarding this notice, please contact your agent.

**U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN  
ASSETS CONTROL ("OFAC")  
ADVISORY NOTICE TO POLICYHOLDERS**

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

Please refer any questions you may have to your insurance agent.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site - <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

**IMPORTANT NOTICE**  
**YOUR ACTION REQUIRED**

THANK YOU FOR PLACING THIS EXCESS POLICY WITH US. WE TRUST THAT THIS POLICY WAS ISSUED ACCORDING TO YOUR INSTRUCTIONS.

AS A REMINDER, WITHIN 45 DAYS OF THE EFFECTIVE DATE, PLEASE FORWARD A COMPLETE COPY OF THE LEAD UMBRELLA. THIS COPY MUST INCLUDE THE FOLLOWING:

- DECLARATIONS PAGE
- INSURING AGREEMENT
- COPIES OF ALL FORMS AND ENDORSEMENTS

## **MISSOURI NOTICE TO POLICYHOLDERS**

This policy may include rates and forms which may not be filed with the Missouri department of insurance, financial institutions and professional registration.

## **POLICYHOLDER NOTICE - COMPANY CONTACT INFORMATION**

In the event you need to contact someone about this policy for any reason, please contact your Sales Representative or Producer of Record as shown on the policy Declarations or Information Page.

If you have additional questions, you may contact the company at the following address:

**Liberty Mutual Insurance**  
**175 Berkeley Street**  
**Boston, MA 02116**  
**+1 (800) 344-0197**