SECTION 00 73 16 - PROJECT INSURANCE REQUIREMENTS

PART 1 - GENERAL

1.1. DEFINTIONS

1.1.1. The term “OCIP”, as used throughout the Contract documents, shall refer to the Owner Controlled Insurance Program.

1.1.2. The term “OCIP Administrator”, as used throughout the Contract documents, shall refer to those employees of the firm that acts as the Owner’s insurance broker whose duties include, but are not limited to, confirming Contractor and Subcontractor enrollments, tracking monthly payroll reports, ordering final payroll audits, and reporting program costs to the Owner.

1.1.3. The term “OCIP Loss Control Representative”, as used throughout the Contract documents, shall refer to those employees and representatives of the firm that acts as the Owner’s insurance broker and their sub-consultants who conduct Project site safety services, track insurance claims, and issue reports concerning Contractor management of safety and insurance claims.

1.1.4. The term “MWrap”, as used throughout the Contract documents, shall refer to the OCIP Administrator’s online portal which shall be utilized by Contractor and all enrolled Subcontractors to submit documentation relative to the OCIP.

1.2. PURPOSE

1.2.1. The purpose is to have an insurance program in place to address those risks associated with workers' compensation and employer's liability, general liability, and builder’s risk covering on site Work performed for the Owner on enrolled Projects. The Owner expects the majority of employers performing construction work under this Contract to enroll in the OCIP.

1.2.2. The Owner shall provide, at its own expense, specific insurance policies and coverage for the Contractor and for all enrolled Subcontractors on the Project, as described in Article 2.1 and 2.2 of this Section.

1.2.3. The Contractor and all enrolled Subcontractors shall provide all other insurance coverages, including those described in Articles 2.3 in this Section and as necessary or required to address all other risks for the Project.

1.2.4. **The Contractor and all enrolled Subcontractors shall disregard those Articles of the Uniform General Conditions for University of Texas Building Construction Contracts (UGC) which conflict with this Section and shall recognize and agree to the requirements described in this Section.**

1.2.5. **Subcontractors of all tiers and all other parties to the Contract that are not enrolled shall furnish proof of insurance in accord with the UGC.**

1.3. RELATED DOCUMENTS

1.3.1. In addition to specific references indicated herein, the Contractor's attention is directed, but not limited, to the following Sections and Documents, which include additional administrative requirements.

1.3.1.1. Current Edition of the Uniform General Conditions for University of Texas Building Construction Contracts (UGC);

1.3.1.2. Owner's Special Conditions and;

1.3.1.3. 01 35 23 Project Safety Requirements.

PART 2 – PRODUCTS

2.1 INSURANCE COVERAGE FURNISHED BY OWNER (OCIP): The following insurance shall be furnished to the Contractor and all enrolled Subcontractors in separately issued coverage. OCIP coverage begins after Notice to Proceed for Construction is issued and enrollment is complete. A copy of the Project Insurance Manual is provided as Attachment A and the workers' compensation and general liability OCIP policies are provided as Attachment B.

2.1.1 Workers' Compensation and Employer's Liability

2.1.1.1 Insurance carrier and contact information as provided in the Project Insurance Manual.

2.1.1.2 Policies will be issued on an annual basis until Project completion.

2.1.1.3 Coverage A - Statutory Benefits: Liability imposed by the Workers' Compensation and/or Occupational Disease statute of the State of Texas and any other state or governmental authority having jurisdiction over or related to the Work performed on the Project.

2.1.1.4 Coverage B - Employer's Liability Limits:

2.1.1.4.1 $1,000,000 bodily injury by accident each accident;

2.1.1.4.2 $1,000,000 bodily injury by disease/each employee;

2.1.1.4.3 $1,000,000 policy limit by disease.

2.1.1.5 Extensions of Coverage

2.1.1.5.1 Other States Endorsement(s)

2.1.1.5.2 Voluntary Compensation, may be added if exposure exists.

2.1.1.5.3 United States Longshoreman's & Harbor Worker's Act, may be added if needed.

2.1.1.5.4 Contractor will be provided with thirty (30) day notice of cancellation, except ten (10) days for non-payment of premium.

2.1.1.5.5 Amendment of Notice of Occurrence

2.1.2 Commercial General Liability (Primary and Excess)

2.1.2.1 Insurance carrier and contact information as provided in the Project Insurance Manual.

2.1.2.2 Certificates of insurance will be issued naming each Contractor as a named insured upon enrollment.

2.1.2.3 Limits:

2.1.2.3.1 $2,000,000 Each Occurrence/all insureds

2.1.2.3.2 $2,000,000 Personal Injury and Advertising Injury limit

2.1.2.3.3 $5,000,000 Completed Operations Per Project Aggregate/all insureds

2.1.2.3.4 $5,000,000 General Aggregate/all insureds (Annual Aggregate Per Project)

2.1.2.3.5 $10,000 Medical Expense Limit

2.1.2.3.6 $500,000 Fire Legal Liability

2.1.2.4 Policy Form:

2.1.2.4.1 Insurance Service Office "Occurrence" form – CG 00 01 (04/13)

2.1.2.5 Extensions of Coverage:

2.1.2.5.1 Incidental Medical Malpractice Liability

2.1.2.5.2 Completed Operations Liability coverage through the statute of repose or for a period of ten (10) years, whichever is less.

2.1.2.5.3 Waiver of Subrogation Endorsement, if required by written contract.

2.1.2.5.4 Any party who, by written agreement with Owner, provides easement or access to property for the Work and requires such designation are added as additional insureds as respects operations and activities of, or on behalf of the named insured performed under Contract with Owner.

2.1.2.5.5 Contractor will be provided with sixty (60) day notice of cancellation, except ten (10) days for non-payment of premium.

2.1.2.5.6 Engineers, Architects or Surveyors Professional Liability Exclusions

2.1.2.5.7 Extended Ongoing Operations coverage for repair work for a period of two (2) years after the Project completion date as defined in the policy.

2.1.2.6 Excess Liability Coverage:

2.1.2.6.1 As following form over Employer's Liability and Commercial General Liability limits of $150,000,000 and a shared $50,000,000 excess of $150,000,000 layer of excess insurance has been obtained by the Owner for the benefit of the Owner, Contractors and all enrolled Subcontractors of every tier.

2.1.2.6.2 Insurance carrier and contact information as provided in the Project Insurance Manual.

2.1.3 Deductible:

2.1.3.1 Insurance policy deductibles under the OCIP program are paid by the Owner.

2.1.4 Issuance of Certificates:

2.1.4.1 The OCIP Administrator and/or insurance carriers will issue certificates of insurance for Owner furnished workers' compensation and employers' liability, general liability and excess liability to the Contractor and each enrolled Subcontractor. Copies of holder policies will be issued following receipt of written request from the OCIP Certificate holders to the OCIP Administrator and copied to the ODR.

2.2 INSURANCE COVERAGE FURNISHED BY OWNER (BUILDER'S RISK) - COVERAGE AND DEDUCTIBLE DESCRIPTION:

2.2.1 The Owner intends to provide builder's risk insurance for this project. Refer to the Agreement for additional information (Art. 17 in the CM & DB Agreements and Art. 11 in the CSP Agreement).

2.2.2 Owner will purchase and maintain in force builder's risk insurance on the Work. The insurance will apply on a replacement cost basis with no coinsurance provision.

2.2.3 This insurance will name as insureds the Owner, the Contractor, and Subcontractors of all tiers in the Work but only to the extent of their financial interest in the Work.

2.2.4 Builder's risk insurance will be on an "all risk" or equivalent policy form and will include insurance against fire and extended coverage perils, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, boiler and machinery/mechanical breakdown, testing and startup, and terrorism.

2.2.5 The builder's risk insurance will be specific as to coverage and will be primary to any permanent insurance or self-insurance that may be maintained on the property by Owner.

2.2.6 The builder's risk insurance will include a waiver of subrogation in favor of Owner, the Contractor, and Subcontractors of all tiers for insured work. A waiver of subrogation in favor of any party who, by written agreement with Owner, provides easement or access to property for the Work and requires such designation as respects operations and activities of, or on behalf of the named insured performed under Contract with Owner.

2.2.7 Upon request, Owner will provide to Contractor a certificate of insurance that provides evidence of builder's risk insurance.

2.2.8 In the event of an insured loss caused by the action or inaction of Contractor, any Subcontractor of all tiers, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, Contractor will be responsible for, and reimburse to Owner, any applicable deductible under the builder's risk insurance policy, which may be up to $50,000. Any costs associated with Contractor's responsibility for the applicable deductible will not be considered cost of Work, and shall not be covered under the Owner's OCIP.

2.2.9 Any loss insured under Owner's builder's risk insurance will be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear. Contractor shall track and submit all claim expenses on a time and materials basis unless previously agreed to in writing by Owner. Any mark-up expenses included as part of the claim expenses will be subject to the percentage maximums specified in the initial agreement. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their lower tier Subcontractors in a similar manner. Contractor will be required to provide a Release of Lien to Owner for any insurance proceeds received by the Contractor.

2.2.10 Owner's builder's risk insurance will not cover construction machinery, equipment and tools used in the performance of the work by Contractor's or Subcontractor of any tier. It will be the Contractor's and Subcontractors' of any tier, responsibility to insure their construction machinery, equipment and tools. Contractors and Subcontractors of any tier shall waive all rights of subrogation and recovery against and in favor of Owner and any party who, by written agreement with Owner, requires such designation for any loss, claim or expense, including, but not limited to, partial or total damage or theft.

2.2.11 Contractor shall assist Owner in obtaining and maintaining builder's risk insurance by providing, in a timely manner, project-related information required by an insurance carrier when requested by the Owner or the Owner's insurance broker.

2.2.12 Contractor, in coordination with University project manager, must report every claim within twenty-four (24) hours, or no later than the close of business on the next business day, after discovery of a loss or potential loss in accordance with the Builder's Risk

Claims Guide, which will be provided once coverage for the Project is bound. Failure to immediately report a loss or potential loss may result in the issuance of a reservation of rights letter by insurers which could prejudice any potential insurance related recovery. Contractor may be liable for any damages that are not covered by insurance due to late notice of a loss or potential loss.

2.2.13 Any party who, by written agreement with Owner, provides easement or access to property for the Work and requires such designation are added as additional insureds as respects operations and activities of, or on behalf of the named insured performed under Contract with Owner.

2.3 INSURANCE POLICIES AND AMOUNTS OF COVERAGE FURNISHED BY CONTRACTOR AND ENROLLED SUBCONTRACTORS: All Project insurance not identified in Article 2.1 and 2.2 above shall be provided by the Contractor and all enrolled Subcontractors, except as otherwise noted below, to meet or exceed terms and amounts of coverage as per requirements of the UGC. Liability coverages shall include the following (as applicable to the Work):

2.3.1 Business Automobile Liability Owned/Leased

2.3.1.1 Covering all owned, non-owned, and hired vehicles on and off-site. Such insurance shall provide coverage not less than the standard ISO Comprehensive Automobile Liability policy (CA 00 01, CA 00 05, CA 00 12, CA 0020), with a combined single limit of not less than $1,000,000.

2.3.2 Equipment (covering total value of owned/rented equipment)

2.3.2.1 Provided on an “all risk” form, covering all risk of physical damage to tools and/or equipment provided for use at the Project Site by Contractor, whether owned, leased, rented, borrowed or used at the Project Site. Contractor waives its rights of recovery against Owner and each of its affiliates, officers, Board(s) of Directors, employees, representatives, consultants and agents and any party who, by written agreement with Owner, requires such designation as to any damage or loss which may occur to its tools and/or equipment to the extent covered by insurance. Contractor will ensure that the insurance company providing such coverage specifically agrees to this waiver. If uninsured, Contractor will hold harmless the aforementioned parties for loss or damage to its tools and/or equipment.

2.3.3 Workers' Compensation/Employers' Liability (for work not covered by the OCIP program)

2.3.3.1 Workers’ Compensation Insurance as required by statute in the state in which the Work will take place.

2.3.3.2 Employers’ Liability Insurance with limits of at least $1,000,000 bodily injury by accident; $1,000,000 bodily injury by disease; and $1,000,000 bodily injury by disease policy limit.

2.3.4 Off Site General Liability

2.3.4.1 Covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage no less broad than that of the current ISO Commercial General Liability Insurance policy (Occurrence Form, number CG 00 01). Such insurance shall provide coverage for: (i) all operations including the products-completed operations hazard, maintained from the date of commencement of the Work for ten (10) years after Final Completion of the entire Work is achieved and acceptance of the final payment for the Work, or to the applicable Statute of Repose, whichever is less; (ii) damage to rented premises and (iii) premise ongoing operations, maintained from the date of commencement of the Work for two (2) years after Project completion as defined in the OCIP policy. This policy shall include blanket contractual liability.

2.3.4.2 The limits of such insurance shall not be less than:

2.3.4.2.1 $1,000,000 each Occurrence

2.3.4.2.2 $2,000,000 aggregate for Products-Completed Operations

2.3.4.2.3 $2,000,000 general aggregate limits, which shall apply separately and be reinstated annually

2.3.4.2.4 $1,000,000 for personal injury liability

2.3.5 Professional Liability Insurance (Errors and Omissions)

2.3.5.1 Insuring against professional errors and omissions arising from the Work (including Services) on the Project. Such policy shall not contain any exclusions directed toward any types of projects, materials, services, or processes involved in the Work. The retroactive date for coverage will be no later than the commencement date of such design and/or performance of professional services as contemplated herein. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the commencement date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after Final Completion of the Work, unless otherwise agreed to in writing with the Owner.

2.3.5.2 Contractor shall maintain professional liability insurance in an amount not less than the following:

2.3.5.2.1 For Contract Sum less than $25,000,000. Contractor shall maintain professional liability insurance in an amount not less than $5,000,000 per occurrence and $5,000,000 in the annual aggregate.

2.3.5.2.2 For Contract Sum at or above $25,000,000. Contractor shall maintain professional liability insurance in an amount not less than $10,000,000 per occurrence and $10,000,000 in the annual aggregate.

2.3.5.2.3 Contractor shall require professional liability coverage from Subcontractors of any tier providing professional services and shall establish minimum limits for such coverage.

2.3.6 Aircraft/Aviation Liability Insurance (as applicable)

2.3.6.1 If Contractor or Subcontractor of any tier employ the use of any un-manned aircraft or (drone) in the performance of the Work, they shall provide Aviation Hull and Liability insurance in an amount not less than $5,000,000 per occurrence; providing liability coverage for bodily injury, damage or to cargo, and damage to property of others, including while loading and unloading. Insurance coverage shall provide personal injury liability insurance covering, libel, slander, violation of privacy, and copyright infringement claims related to drone operations.

2.3.6.2 In the event any manned fixed-wing or rotary aircraft are used in connection with this Agreement and/or in the execution of the Work, Contractor shall provide a minimum of $10,000,000 of Aviation Liability Insurance per occurrence; providing liability coverage for bodily injury, damage or loss to cargo, and damage to property of others. Coverage must also include loading and unloading, and must be maintained with the following requirements: The Owner and any party who, by written agreement with Owner, requires such designation must be named as an "additional insured" and a waiver of hull damage must be provided in favor of the Owner and any party who, by written agreement with Owner, requires such designation.

2.3.6.3 If any aircraft is to be used to perform lifts at the Project site, a "slung cargo" endorsement must be included to cover the full replacement value of any equipment or material being lifted. All such lifts must be coordinated with the Owner for approval prior to lift execution.

2.3.7 Pollution Liability Insurance Including Asbestos Abatement

2.3.7.1 At all times during performance of work or operations at the Project Site, and for not less than (six) 6 years after Final Completion of the Project, Contractor shall furnish occurrence-based pollution liability insurance with limits of $10,000,000 per occurrence, and $10,000,000 in the aggregate. Such insurance must include the duty to defend insureds and costs of defense may not be included in the limits of insurance. Such insurance shall include liability for bodily injury, property damage, and cleanup costs on or off the Project Site, which arise out of operations at the Project Site. Such insurance shall include coverage for ongoing and completed operations. Such insurance must include coverage for pollution incidents or events involving substances excluded from coverage by other insurance applicable to the Project Site, including, without

limitation, commercial general liability insurance, auto insurance, professional insurance, and builder's risk/property/inland marine insurance. This pollution liability insurance shall identify Owner and any other party to whom Contractor owes indemnity under this Agreement and any party who, by written agreement with Owner, requires such designation as additional insureds on a primary and non-contributory basis and waive subrogation in favor of such additional insureds. This insurance shall not exclude coverage for suits between insureds.

2.3.7.1.1 Contractor shall require pollution liability coverage with limits of $5,000,000 per claim from Subcontractors of any tier engaged in environmentally sensitive operations (such as the removal of asbestos, the removal/replacement of underground tanks or operations involving toxic chemicals, heavy metals and/or carcinogenic substances), and Subcontractors shall submit proof of full coverage for such exposures subject requirements and Contractor shall obtain approval of the Owner prior to commencement of such operations. Subcontractors that are directly and actively involved in the performance of work associated with environmentally sensitive operations will be excluded from the OCIP. If Pollution Coverage is written on a Claims Made basis, the policy shall include an extended reporting period of five (5) years.

2.3.8 Maritime Insurance - Hull, Protection and Indemnity (including crew) - $10,000,000 (as applicable)

2.3.8.1 In the event any watercraft is used in connection with the Project, the Contractor and/or involved Subcontractor shall submit proof of a "Hull and Protection and Indemnity Policy". The amount of insurance on the Hull shall be sufficient to cover the watercraft, its equipment and all additional equipment aboard during the time it is in use on the Project. Hull Protection and Indemnity shall have limits of liability of no less than $10,000,000 including coverage of the construction activity for which the watercraft is used. Master and Crew coverage shall include General Maritime Liability, Jones Act and Wages, Transportation, Maintenance and Care.

2.3.9 Waiver of Subrogation

2.3.9.1 To meet the requirements of Article 2.3, all policies shall contain a Waiver of Subrogation and Contractor and Subcontractors of every tier waives its right of recovery in favor of the Board of Regents of The University of Texas System, their respective agents, consultants, servants and employees of each and all other indemnitees. A waiver of subrogation in favor of any party who, by written agreement with Owner, provides easement or access to property for the Work and requires such designation as respects operations and activities of, or on behalf of the named insured performed under Contract with Owner.

2.3.10 Names of Additional Insured

2.3.10.1 To meet the requirements of Article 2.3, for each of the preceding coverages, excepting Workers' Compensation and Professional Liability, all policies shall endorse the Board of Regents of The University of Texas System, its respective agents, consultants, servants and employees of each and all other indemnitees as "Additional Insured". Any party who, by written agreement with Owner, provides easement or access to property for the Work and requires such designation are added as additional insureds as respects operations and activities of, or on behalf of the named insured performed under Contract with Owner.

2.3.11 Waiver of Property Damage and Right of Recovery

2.3.11.1 To meet the requirements of the UGC, all policies shall contain written agreement to waive the Contractor's and each enrolled Subcontractor's right for recovery of physical damage or loss to their respective properties against each other for damages, losses or claims arising out of or in connection with this Project and this Contract. This written waiver shall also extend to the benefit of the Board of Regents of The University of Texas System, its respective agents, consultants, servants and employees. A waiver of subrogation in favor of any party who, by written agreement with Owner, provides easement or access to property for the Work and requires such designation as respects operations and activities of, or on behalf of the named insured performed under Contract with Owner. This waiver of the right of recovery for property damage shall be binding upon any property (real or personal), automobile, aircraft, watercraft, tools or equipment insurer as respects any subrogation rights that such insurer may possess by virtue of any payments of damage or loss.

2.3.12 Deductibles

2.3.12.1 Contractor and enrolled Subcontractors will pay any deductible or self-insured retention and be responsible for any applicable policy waiting periods for claims covered by policies Contractor and enrolled Subcontractors are required to provide under this Agreement, with such costs being at the Contractor's or Subcontractor's sole expense.

2.4 CONTRACTOR ASSURANCE OF SAVINGS

2.4.1 Contractor and all enrolled Subcontractors shall agree, warrant, and represent that any proposal(s) for Construction services exclude all costs associated with Owner furnished insurance coverage as specified in Article 2.1 and 2.2 of this Section.

2.4.2 Contractor and all enrolled Subcontractors shall agree to be subject to audits for payroll, work hours and insurance costs by the respective insurance companies providing coverage under the OCIP. The purpose of such audits is to validate insurance premiums and compare wages and other OCIP costs. Contractor and all enrolled Subcontractors agree to furnish payroll and all other information in the forms and formats as requested by the OCIP Administrator in the ROCIP Project Insurance Manual and as required via MWrap. Further, Contractor and all enrolled Subcontractors agree to cooperate fully

with any and all audits by supplying the required information in the manner required and as expeditiously as possible. If proprietary information is involved, Contractor and all enrolled Subcontractors will be allowed to guard the material while it is being reviewed by the Owner or any of its agents.

2.4.3 Contractor and enrolled Subcontractors agree, warrant, and represent that all Changes to the Contract as described in the UGC, shall exclude any cost for the Insurance Coverage Furnished by Owner.

2.5 EXCLUSION FROM OCIP ENROLLMENT: Prior to commencement of any work at the Project site and until completion of Work, Subcontractors that are allowed by the Owner to be excluded from enrollment in the OCIP shall maintain, at their sole expense, insurance coverage as per the UGC and Article 2.3 of this Section.

2.5.1 Automatic Exclusion

2.5.1.1 Temporary workforce agencies (unless approved per Article 3.1.5), consultants, vendors, suppliers, material dealers, and delivery service companies, haulers, hazardous waste removal contractors, manufactures or fabricators that do not install their product are excluded from enrollment in the OCIP. The Contractor shall confirm that the companies in these categories produce copies of proof of proper insurance for the risk exposures that each one will create or experience while on the Project.

2.5.1.2 Before performing any work, the Subcontractor shall provide to the Contractor and the OCIP Administrator, a Certificate of Insurance that matches the requirements described in the UGC and 2.3 above.

2.5.1.3 Excluded Subcontractor(s) shall adhere to all Project Safety Requirements and take all necessary precautions to protect all other persons and property in the vicinity from the risk exposures that the excluded Subcontractor may create while performing work on the Project.

2.5.2 Discretionary Exclusion

2.5.2.1 Contractor may issue a written request on behalf of a Subcontractor of any tier for a discretionary exclusion from enrollment in the OCIP. To be considered, the Subcontractor must be bound to a scope of Work that anticipates a total labor value of less than $5,000. A certificate of insurance with coverage amounts and language as required by the UGC and Section 2.3 above shall be furnished to the OCIP Administrator. The OCIP Administrator, in concurrence with the ODR, will review issues such as prior enrollment, scope of work and associated risk. Based on this evaluation, exclusion may or may not be granted.

2.5.3 Excluded Subcontractors

2.5.3.1 Excluded Subcontractors shall submit certificates of insurance for Owner acceptance for adequacy of protection prior to performing any Work on the

Project. Each Certificate must have a thirty (30) day prior written notice of cancellation showing the Board of Regents of The University of Texas System as the Certificate Holder.

2.5.3.2 In the event of failure of the excluded Subcontractor to furnish and maintain said insurance and to furnish satisfactory evidence thereof, the Owner and/or Contractor shall have the right to take out and maintain coverage for all parties on behalf of the excluded Subcontractor who agrees to furnish all necessary information to bind such coverage and to allow deduction for the cost thereof immediately upon presentation of an invoice.

2.6 GOVERNING CONDITIONS

2.6.1 The Owner's payment of premiums for the insurance described in this section shall in no way be interpreted as relieving the Contractor and/or any enrolled Subcontractor of any responsibility of liability under this agreement.

2.6.2 The amount and types of insurance coverage required herein shall not be construed to be a limitation of liability on the part of the Contractor or any of its Subcontractors.

2.7 ELECTIVE INSURANCE FURNISHED BY A CONTRACTOR

2.7.1 Contractor and any enrolled Subcontractor may elect to maintain a supplementary insurance policy(ies) to extend the coverage terms and/or conditions that are described in this Section. The cost of any insurance policy(ies), including applicable deductibles and retentions, shall be at the sole expense of the Contractor and any enrolled Subcontractor, and shall not be reimbursed by the Owner.

PART 3 – EXECUTION

3.1 OCIP ENROLLMENT PROCESS

3.1.1 Contractor shall provide all Subcontractors with the information in this Project Insurance Requirements, not later than the 10th day before the Contractor enters into a contract with the Subcontractor. Contractor shall have the sole responsibility to receive acknowledgement of receipt of Project Insurance Requirements from each Subcontractor prior to their enrollment in the OCIP.

3.1.2 Contractor and all enrolled Subcontractors shall submit all insurance, underwriting, payroll, rating page(s) or loss history information, including but not limited to policy declaration page(s), as required by the Owner to the OCIP Administrator for enrollment and issuance of OCIP certificates of insurance via MWrap. The OCIP Administrator shall provide MWrap Contractor Portal Instructions which shall guide Contractor and its Subcontractors in accessing and using MWrap. Online forms, and other requested documentation, shall be completed within ten (10) working days of contract award unless work under the contract is commencing within this ten (10) day period which shall cause the Subcontractor to expedite his enrollment via MWrap. No contractor

shall perform any work on the Project until it is recognized as having been enrolled in or excluded from the OCIP by the OCIP Administrator.

3.1.3 Contractor and enrolling Subcontractors shall provide all information necessary to bind coverage under the OCIP. OCIP Administrator will notify the Contractor and respective Subcontractor when an application has been approved and coverage afforded.

3.1.4 OCIP enrollment will not be complete and work shall not commence until the OCIP Administrator has issued the OCIP certificates of insurance to the applicant.

3.1.5 The OCIP covers enrolled General Contractor(s) and Subcontractor(s) of any tier who perform operations on the Project site and such other persons or entities as Owner may designate as enrolled parties, who perform direct labor on the Project site or sites incidental to the Work are considered enrolled parties. **Temporary labor services and leasing companies are to be included as Subcontractor(s) only with the written approval of Owner.**

3.1.6 Participation in the OCIP is mandatory for ALL Contractors and their Subcontractors of any tier unless excluded by Owner or as outlined in Article 2.5. **However, enrollment is not automatic.** Work will not be permitted at the Project site until the Contractor and Subcontractor, regardless of tier, is properly enrolled in the OCIP. Contractor(s) and Subcontractor(s) of any tier must have submitted all necessary enrollment forms and have been accepted into the OCIP as evidenced by a confirmation of enrollment letter and issuance of OCIP certificates of insurance.

3.1.7 **OCIP Coverage applies only to work performed at the Project site by the enrolled parties.** Enrolled parties must provide their own insurance for off-site activities including, but not limited to, work at their permanent shops, fabrication or manufacturing of building products, materials or supplies.

3.2 PROJECT ADMINISTRATION AND FORMS

3.2.1 The Contractor shall be responsible to manage and ensure the transmission of all administrative and safety documentation, including Subcontractor insurance and payroll information, as required and directed by the Owner.

3.2.2 The Contractor and all enrolled Subcontractors shall include those administrative costs in the Construction Contract Limit (CCL) or Guaranteed Maximum Price (GMP) proposal which are necessary to properly comply with the Contract.

3.3 OCIP DOCUMENTATION COMPLIANCE

3.3.1 Contractor will be held accountable for all costs and schedule impacts associated with failure by the Contractor and/or any Subcontractor to submit documentation and forms as directed by the Owner and/or the OCIP Administrator, as described in Article 3.1 and 3.2 and in the ROCIP Program Manual.

3.3.2 Persistent failures by the Contractor and/or any enrolled Subcontractors may result in a "stop work" order by the Owner. The Contractor will be held accountable for all costs and schedule impacts associated with this action.

3.3.3 **Payroll Reporting—**for insurance and program purposes, each contractor agrees to keep and maintain an accurate record of payroll for operations at the Project site. Enrolled Subcontractors agree to furnish full and accurate payroll information and data via MWrap and in accordance with the requirements of the OCIP program and as detailed in the Project Insurance Manual.

Payroll must be submitted by Contractor and all tiers of enrolled Subcontractors via MWrap at each of the following occurrences:

- Monthly on or by the 10th of each month, following the end of the previous month.
- Final: Due upon completion of sublet work or at Project completion, whichever occurs first.

The payroll will identify the Project site work-hours and payroll. Only the payroll of the Contractor and all enrolled Subcontractors' employees who perform duties at the Project site should be included on the payroll report.

Enrolled Subcontractors who did not perform any work at the Project site in a given month must **still** submit a payroll form via MWrap showing zero (0) payroll and applicable completed contract value to date (if applicable) for the month**.**

Contractors and enrolled Subcontractors with payroll reporting delinquent beyond 30 days will receive a payroll reminder letter via MWrap on the 15th of the following month requesting submission of all delinquent reports in accordance with each contract under coverage.

General Contractors must obtain a ROCIP Payment Form from the OCIP Administrator to submit with their Payment Application each month to certify that all payroll as well as all certificates for insurance policies provided by Contractor as described in Section 2.3 (from all tier Subcontractors) are up to date on their project.

The OCIP insurer is required to file experience data for each enrolled party with the appropriate rating authority. The loss experience of the Contractor and enrolled Subcontractors for work performed on the Project site may affect the experience modification factor of that Contractor or enrolled Subcontractor.

Contractor and enrolled Subcontractors should exclude payrolls reported for Work performed under the OCIP from payrolls submitted to their primary insurer to avoid duplicate premium charges. The insurance policies written by your primary insurance provider may need to be endorsed or modified to assist in this process.

3.3.4 **Close Out Procedures** –

3.3.4.1 Upon completion of work, all enrolled contractors and subcontractors will submit a close out via the MWrap contractor portal that consists of their last date on site, their final contract value and confirmation of final payroll and man-hours. This must be completed prior to submitting request for release of final payment or retainage.

3.3.5 Incident Notification and Claims Management:

3.3.5.1 Workers' Compensation claims are to be reported by the impacted employer to the GC's Project Safety Coordinator (PSC) immediately after an injury or **upon notification of the injury from an employee,** The mechanism for initiating such a claim shall be the reporting of the relevant claim details to the insurance carrier via their toll free number, website or designated email.. Contractor shall be responsible, without consideration or reimbursement from Owner, for all fines and penalties assessed by regulatory agencies for late reporting. In addition, late reporting has been proven to substantially escalate the cost of claims and may therefore result in action on the part of the Owner to recover these avoidable costs from the Contractor by applying the following charges:

3.3.5.1.1 $1,500 for reports that are 2 – 3 workdays beyond the date of occurrence

3.3.5.1.2 $5,000 for reports that are 4 – 30 workdays beyond the date of occurrence

3.3.5.1.3 $7,500 for reports that are 31 – 60 workdays beyond the date of occurrence

3.3.5.1.4 $10,000 for reports that are more than 60 days beyond the date of occurrence

3.3.5.2 General Liability claims are to be reported by the impacted employer to the Contractor's Project Safety Coordinator (PSC) immediately after an incident occurrence or **upon knowledge of the incident,** The mechanism for initiating such a claim shall be the completion and transmittal of a Notice of Occurrence / Claim form to the designated OCIP Administrator representative or as directed by the Owner. Following review of such notification the OCIP Administrator and/or Owner may direct the PSC to subsequently report directly to the insurance carrier. The mechanism for initiating such a claim shall be the reporting of the relevant claim details to the insurance carrier via their toll-free number, website or designated email. Late reporting has been proven to substantially escalate the cost of claims and may therefore result in action on the part of the Owner to recover these avoidable costs from the Contractor by applying the following charges:

3.3.5.2.1 $1,500 for reports that are 2 – 3 workdays beyond the date of occurrence

3.3.5.2.2 $5,000 for reports that are more than 3 workdays beyond the date of occurrence

3.3.5.3 General Liability – Property Damage:

3.3.5.3.1 If the Owner determines that the Contractor failed to take proper precautions prior to an incident that results in a property damage claim against the General Liability coverage, the Owner may recover from the Contractor the first $5,000 of incurred cost against the claim.

3.4 WORKERS' COMPENSATION PROCEEDINGS

3.4.1 The ODR may require the Contractor and/or the enrolled employer of an injured worker to provide knowledgeable representation at legally binding proceedings scheduled by the Texas Department of Insurance. The proceedings that affect the amount of compensation are "Benefit Review Conferences" and "Contested Case Hearings". Failure to provide such representation may result in Owner issuance of a recovery charge to the Contractor of $5,000 per proceeding.

3.5 EMPLOYEE RETURN TO WORK PLAN

3.5.1 The Contractor and every Subcontractor shall develop an Employee Return to Work ("Light Duty") Plan that provides a responsible commitment to restoring medically restricted workers back to employment as soon as a physician assigns limits. The Plan shall include the following elements:

3.5.1.1 A written policy with signed acknowledgement from a company executive that declares intent to provide proactive safety prevention measures, immediate and appropriate medical care, aggressive claims management, and rapid return to work as critical elements of a successful safety and loss control program.

3.5.1.2 Job descriptions that clearly identify and explain essential job functions and tasks required for each position. Minimum physical limits, motor skills, and endurance times shall be included.

3.5.1.3 Procedures and responsibilities shall help physicians understand the Plan, the employee's typical work assignments and activities, and available alternate assignments.

3.5.1.4 A commitment to the continuous employee education about the Plan shall include monitoring of assignments, record keeping, and communications with physician(s) and injured worker(s), and tracking of compensation reports.

3.5.1.5 Full compliance with the Americans with Disabilities Act, Family Medical Leave Act, the Texas Worker's Compensation Act, and any other State or federal law.

3.5.2 Employment for Workers with Medical Restrictions ("Return to Work" or "Light Duty" policy):

3.5.2.1 Either the absence of a written policy or the presence of a written policy that lacks a responsible commitment to restoring medically restricted workers to

gainful employment (considered to be at a similar work schedule and wage that was in effect at the time of the injury) may result in an assessment of a recovery charge by the Owner to the Contractor of $5,000 per finding.

3.5.2.2 If the Owner determines that the Contractor or any enrolled Subcontractor deliberately obstructs a reasonable request that is intended to restore an injured worker to gainful employment, the Owner will assess a recovery charge against the Contractor of $5,000 per claim per month until the worker is returned to employment. If the Contractor or enrolled Subcontractor believes that the medical restrictions prohibit gainful employment, the Contractor will be required to prove this to the Owner's satisfaction.

3.5.2.3 Failure to pass or refusal to take any substance impairment screening will result in Owner requirement that the involved worker(s) be removed from the Project and not be allowed to work on any other Owner Project.

3.5.2.4 The cost of all post-accident screening is the responsibility of the injured worker's employer.

3.6 EXPIRATION AND AVAILABILITY OF OCIP COVERAGE

3.6.1 Termination of OCIP Coverage

3.6.1.1 Except for Extended Completed Operations coverage or Extended Ongoing Operations coverage for Repair Work, the General Liability and Excess Liability insurance furnished by the Owner under this agreement will cease for the Contractor and each enrolled Subcontractor at the earlier of OCIP program expiration or when work called for by the enrolled Contractor has been completed as defined in the OCIP policy. Workers' compensation coverage will continue until the earlier of OCIP program expiration or when work called for in the Contract has been accepted or completed as defined in the OCIP policy.

3.6.2 Availability and Cancellation

3.6.2.1 Subject to market availability, all insurance specified herein shall be maintained continuously until the scheduled completion/termination date. All insurance shall provide for Owner to take occupancy of the Work or any part thereof during the term of said insurance. If coverage is diminished or cannot be renewed due to market constraints and limitations, all insured Contractors will be given sixty- (60) day notice of cancellation or non-renewal. Upon termination of the Owner-provided insurance, the Contractor and all enrolled Subcontractors shall be responsible for furnishing all Workers' Compensation, Employers' Liability, General Liability, and Excess/Umbrella insurance as described in the UGC and Article 2.3 above.

3.6.2.2 Insurance Coverage Furnished by Owner may also be discontinued in the event the Project is substantially delayed for an extended period of time, or the Project is permanently terminated for any cause.

END OF SECTION 00 73 16

REVISION LOG

The following is provided for convenience to the Owner, Architect/Engineer and Contractor to track changes between annual document issuances and is not to be considered by any party to be contractual or 100% complete.

Date	**Paragraph Revised**	
02/01/08	3.4 - Revised Texas Worker's Compensation Commission to Texas Department of Insurance.	
05/01/08	3.5.2 – Relocate Employment for Workers with Medical Restrictions ("Return to Work" or "Light Duty" policy)	
10/01/08	Title changed to "OCIP", 2.1.2.3.2 – Change "3 years" to "10 years", 2.1.2.4.1 change "$25 M" extended coverage to "$50 M"	
09/01/09	Corrected spelling of "SUBCONTRACTOR" in Article 2.2 and revised all Article 3.6 subsections.	
09/01/12	Clarifications of UGS abbreviation, exemption and drug testing clarifications and misc. clarifications.	
12/18/15	Compliance with SB 1081, attachment of the Project Insurance Manual template, policies, inclusion of Master Builders Risk language, and misc. revisions to align with current OCIP requirements.	
10/10/16	Replaced pages 57 through 95 with the current Workers Comp renewal policy. Corrected several misc. typos.	pac
12/12/16	Replaced Attachment A with current issue from ORM.	pac
08/01/17	Updated ROCIP with Phase VII changes and MWrap administrative process. Builder's Risk claims expenses process updated in 2.2.10.	
06/01/18	Formalized requirement to immediately report builder's risk claims in Section 2.2.13.	
12/15/22	Updated ROCIP with Phase VIII changes and general changes throughout the document to emphasize intent and clarify owner-provided coverage scope, Contractor and Subcontractor coverage requirements, and processes and procedures. Corrected several miscellaneous typos and section language.	
05/01/23	Revised Contractor and Subcontractor coverage requirements in Section 2.3.	
05/19/26	Revised for ROCIP IX updates, additional insured and waiver of subrogation per written contract, clarification about contractor-provided insurance deductible obligations.	

ROCIP IX Program Manual

PROJECTNAME

KICKOFFDATE

The University of Texas System



DRAFT

Table of Contents

Section 1: Introduction & Program Overview 1
Section 2: ROCIP Directory 3
Section 3: Project Definitions 4
Section 4: Overview of ROCIP Insurance Program 7
Summary Description of ROCIP Coverage 7
Provisions 9
Assignment 9
Section 5: Contractor / Subcontractor Required Coverage 10
Required Endorsements 10
Insurance Requirements of Excluded Contractors 11
Section 6: Enrolled Contractor and Subcontractor Responsibilities 12
Cooperation 12
Bids 13
Enrollment 13
Payroll & Insurer Audits 13
Change Orders 15
Contractor Responsibilities for their Subcontractor(s) 15
Notice of Work Completion – Close Out of Each Contract 15
Project Completion 16
Section 7: Claims Reporting Procedures 17
Workers' Compensation Posting Requirements 17
Workers' Compensation Claim Reporting 18
Liability Claim Reporting 21
Professional Liability Claim Reporting 22
Automobile Incident and Claim Reporting 22
Other Details 22
Other Claim Related Services 23
Section 8: Questions Commonly Asked About A ROCIP 24
Section 9: Online Portal Instructions 26
Notice of Subcontract 26
Appendix A: Sample Certificate of Insurance 28
Appendix B: Return to Work Policy 28
Appendix C: Sample ROCIP Forms 31
Appendix D: Claim Reference Guide 35

DRAFT



Section 1: Introduction & Program Overview

The University of Texas System has elected to purchase and administer a Rolling Owner-Controlled Insurance Program ("ROCIP") for the PROJECTNAME Project.

The ROCIP is a single insurance program that provides general liability, excess liability, workers' compensation, and employer's liability coverage for The University of Texas System, Enrolled Parties, eligible employees and other designated parties for work performed at the Designated Project site. Certain parties and their employees are excluded from the ROCIP as identified in this Manual.

Enrolled and Excluded Contractors and Subcontractors working at the Designated Project site are subject to respective provisions outlined in this manual.

Participation in the ROCIP is mandatory for all Contractors and Subcontractors of all tiers unless excluded from the ROCIP. **Enrollment is not automatic.** Eligible ROCIP parties will enroll in the ROCIP on a paperless basis using the MWrap Contractor Portal.

The University of Texas System will pay insurance premiums for the ROCIP policies described in this Manual. Each Enrolled Party, of any tier, is responsible to notify their company's agent, broker, and insurers of their participation in the ROCIP program.

This manual:

- Describes the general structure of the ROCIP;
- Identifies the responsibilities of the various parties involved in the project;
- Provides a basic description of ROCIP coverage;
- Describes audit and administrative procedures;
- Provides an Explanation of Terms (see Section 3); and
- Is updated as deemed necessary by The University of Texas System.

This manual does not:

- Provide coverage interpretations;
- Provide complete information about coverage; or
- Provide answers to specific claim questions.

The ROCIP policies apply only to work performed at the Designated Project site by Enrolled Parties. Enrolled Parties must provide their own workers' compensation and general liability insurance coverage for off-site activities including, but not limited to, work at their permanent shops, fabrication or manufacturing of building products, materials or supplies.

DRAFT

The provisions herein for the ROCIP shall in no way be interpreted as relieving the Enrolled Parties of any responsibility under their contract with this program. All Enrolled Parties will be required to carry certain other insurance as outlined in contract documents (Article 5 Bonds and Insurance of the UGC and 00 73 16 Project Insurance Requirements) and may carry, at their own expense, any additional insurance they deem necessary. The University of Texas System purchased insurance in no way relieves any party of their contractual obligations.

Refer questions concerning the ROCIP *insurance policies to the* ROCIP *Program Manager or Project Administrator, as indicated in the directory (Section 2).*

DRAFT



Section 2: ROCIP Directory

Project Association	Contact	Email	Phone
ROCIP Administration / Insurance Broker: Marsh USA LLC			
Address: 2323 Victory Ave, Suite 1000, Dallas, TX 75219			
Dedicated Information	UT ROCIP	UT.ROCIP@Marsh.com	214 303 8199
Project Administrators	Kyna Bradford Shunn Simkins Cynthia Gonzales	UT.ROCIP@Marsh.com	214 303 8986 214 303 8060 713 325 7658
Program Managers	Marsha Shotts Crystal Burley	Marsha.Shotts@Marsh.com Crystal.Burley@Marsh.com	214 303 8072 214 303 8048
ROCIP Claims Advisor	Kevin McClelland	Kevin.McClelland@Marsh.com	214 926 5983 214 303 8330
ROCIP Safety Manager	Tod Hollis	Tod.Hollis@Marsh.com	214 303 8632
Client Manager	David DeLaRue	David.DeLaRue@Marsh.com	469 346 1982
Sponsor: The University of Texas System			
Risk & Insurance Analyst	Malea Schmitt	MSchmitt@utsystem.edu	512 499 4781
Senior Claims Coordinator	John Santos	JSantos@utsystem.edu	512 579 5029
Manager, Construction Safety	Mark Schaeffer	MSchaeffer@utsystem.edu	409 781 0069
GC / CMAR:			
Jobsite Office Address:			
Regional Safety			
Project Safety Coordinator (PSC)			
Senior Superintendent			
Project Manager			
Project Administrator			
ROCIP INSURANCE COMPANY: Zurich American Insurance Company			
Claim Reporting (WC)	Toll free claims reporting: www.zurichna.com		877 928 4531
Claim Reporting (GL)	General: Kevin McClelland:	Central.ClaimReporting@Marsh.com Kevin.McClelland@Marsh.com	 214 926 5983 214 303 8330

DRAFT



Section 3: Project Definitions

Meanings of Words and Phrases

The following list of words and phrases include an explanation of meanings. However, they may be defined differently in other documents, and in that case, the definitions given in such documents will take precedence with respect to such documents.

Certificate of Insurance	An Accord document providing evidence of the existence of coverage for a particular insurance policy or policies.
Contract	A written agreement between The University of Texas System and Contractor(s) for specific Work OR an agreement between Contractor(s) and any tier of Subcontractor.
Contract Insurance Cost	Cost of insurance identified for the contract and subsequent change orders. Lines of coverage are defined in Section 4. See Bid methodology in Section 6.
Contractor	The person, firm, joint venture, corporation or other party that has entered into a Contract with The University of Texas System to perform Work at the Designated Project site. The overall project Contractor is also referred to as “construction manager.” A Contractor is the party to a contract who is charged with the total construction and who enters into subcontracts for such work as electrical, plumbing, etc.
Designated Project	"Designated Project" as defined by the ROCIP Insurer: ProjectSiteAddress The definition of Designated Project site can be extended to include additional areas, if applicable, and evidenced in writing by the ROCIP Insurer(s). Please refer to policy documents for a full description of the Designated Project site. "Designated Project" includes the work site(s) associated with such "designated project(s)" and any offsite staging areas, as long as they are dedicated solely to the "designated project(s)". Also included are those areas immediately adjacent to the "designated projects", including boundaries of local streets or public easement, in which the enrolled subcontractors at any tier perform work under their respective contracts.
Enrolled Party	Contractors and Subcontractors that have (i) been awarded Work, (ii) submitted all necessary enrollment forms, (iii) met all Enrollment requirements, and (iv) been issued a certificate of insurance by the ROCIP Administrator.

DRAFT

	Subcontractors performing installation for suppliers are subject to Enrollment. Temporary labor & employee leasing firms are considered Subcontractors and are required to enroll.
Enrollment	Enrollment requires a number of documents that must be submitted for the Contractor and/or Subcontractor to participate in the ROCIP. Generally, the package will include company information, estimated worker's compensation payroll, general information regarding the Contractor and Subcontractor loss control program, Non-CIP insurance documentation and any other documents deemed necessary by the Owner or ROCIP Administrator.
Excluded Party	The following types of contractors shall be excluded from the ROCIP based on Work performed: (a) Contractors with only commuting exposures to and from Designated Project site. (b) Certain emergency work performed on an immediate, short-term basis. (c) Any architect, engineer or surveyor, or those who perform professional services as their sole scope of work and their consultants. (d) Truckers, material dealers, vendors and suppliers (unless the contractor is subcontracting installation work) whose operation(s) and/or employee(s) is/are engaged solely in the loading, hauling and/or unloading of materials, supplies and/or equipment to or from the Designated Project site. (e) Any employee(s) of an Enrolled Party of any tier, that occasionally visits the Designated Project site to make deliveries, pick up supplies and/or personnel, to perform supervisory and/or progress inspections, or for any other reason. (f) Any employee(s) of an Enrolled Party of any tier that does not work and/or generate payroll at the Designated Project site. (g) Any person and/or organization whose sole function is to abate, remediate or dispose of lead, asbestos, or other hazardous material. (h) Day laborers. (i) Temporary employees (except where the employer is an Enrolled Party). (j) Security guards. (k) Any other entity specifically excluded by The University of Texas System.
Insureds	The University of Texas System and Enrolled Parties. Additional Insureds will include other parties that The University of Texas System is required under contract to add as additional insureds.
Insurer	The insurance carrier(s) issuing a policy(ies) for coverages under the ROCIP.
Owner	The University of Texas System
ROCIP Administrator	Representatives of Marsh USA LLC

DRAFT

Rolling Owner Controlled Insurance Program (ROCIP)	The insurance purchased by The University of Texas System and provides workers' compensation, employers' liability, general liability, and excess coverage to The University of Texas System and Enrolled Parties. The ROCIP participation requires the procedures outlined in this manual.
Subcontractor	The person, firm, joint venture, corporation or other party that has entered into an agreement with the Contractor to perform Work at the Designated Project site. An entity that is performing work under contract for a higher tier contractor. Subcontractor must have a signed agreement to proceed with the Work.
The University of Texas System	The University of Texas System and its institutions and any affiliated, subsidiary or associated companies as now exist or may hereafter be constituted or acquired. In addition, any corporations, partnerships, joint ventures, individuals or companies over which any of the above exercises financial or management control, as now exist or may hereafter be constituted or acquired. Also referred to as Owner.
Vendor/Supplier	A person or entity that supplies materials or equipment for work, including that fabricated to a special design, but who does not perform labor at the Designated Project site.
Work	Operations as fully described in the Contract, performed at or emanating directly from a Designated Project site and the entire completed construction or the various separately identifiable parts required under the Contract.

DRAFT



Section 4: Overview of ROCIP Insurance Program

This section provides a brief description of ROCIP coverages, however, it is not a detailed analysis of the insurance policies. ROCIP policies govern coverage and are available upon request.

ROCIP coverage begins after Notice to Proceed for Construction is issued and enrollment is complete. ROCIP insurance policies are available upon request.

Summary Description of ROCIP Coverage

ROCIP coverage is primary for Designated Project site Work conducted by Enrolled Parties. The ROCIP will provide only the following insurance coverages to Enrolled Parties:

A. Workers' Compensation and Employer's Liability

A separate Workers' Compensation policy is issued to each Contractor and Subcontractor.

The Workers' Compensation and Employer's Liability coverage are provided in accordance with the laws of Texas or other applicable jurisdiction. Coverage is provided for employees of Enrolled Contractors while performing Work at the Designated Project site. Coverage will cease for any employee when leaving the Designated Project site.

General Information	
Insurer	Zurich American Insurance Company
Master Policy Term	5/19/2026 to 5/19/2033
Coverage Limits	
Workers' Compensation	Statutory – Texas
Employer's Liability	
• Each accident for Bodily Injury by accident	$1,000,000
• Each employee for Bodily Injury by disease	$1,000,000
• Policy limit for Bodily Injury by disease	$1,000,000

B. Commercial General Liability Insurance

General Information

DRAFT

Insurer	Zurich American Insurance Company
Master Policy Term	5/19/2026 to 5/19/2033
Coverage Limits	
• General Aggregate	$5,000,000
• Products/Completed Operations Aggregate	$5,000,000
• Each Occurrence	$2,000,000
• Personal & Advertising Injury	$2,000,000
• Damage to Premises Rented	$500,000
• Medical Expense	$10,000
Product/Completed Operations Extension Extended On-Going “Repair Work” Coverage	10 years or the statute of repose, whichever is less 2 years

C. Excess Liability Insurance

Excess Liability Insurance covering all insureds jointly is provided by the insurers identified below, to bring the total maximum collective limits of liability (inclusive of primary limits stated above) to:

General Information	
Insurers	American Guarantee ACE American Liberty Mutual Starr Excess Liability First Specialty Excess Ascot Specialty QBE Insurance Company Sompo International Holdings Westchester Fire Westfield Insurance Company Great American Alliance Fireman’s Fund Indemnity Texas Insurance Company Ascot BDA AWAC

DRAFT

	Frist Specialty BDA Liberty
Master Policy Term	5/19/2026 to 5/19/2033
Coverage Limits	
• Annual Aggregate	$150,000,000
• Products/Completed Operations Aggregate	$150,000,000
• Each Occurrence	$150,000,000
Shared additional $50,000,000 excess of $150,000,000 layer of excess obtained by the Owner.	

Provisions

Provisions for Workers' Compensation, Employers' Liability, and General Liability (Sections 4.A. and 4.B) include:

1. Contractors and Subcontractors will be provided with a sixty (60) day notice of cancellation, except ten (10) days for non-payment of premium or failure to meet the Owner's safety requirements.
2. Applies to claims arising out of Work at the Designated Project site.
3. Will terminate when the Work is completed by the Contractor / Subcontractor except for Extended Completed Operations Liability.
4. Will contain an extended Products and Completed Operations period for the statute of repose in Texas or ten (10) years, whichever occurs first.
5. Except for Contractor and Subcontractor obligations, Enrolled Parties waive their rights to subrogation.
6. Each Enrolled Party is named as an insured on the insurance policies described above. Upon receipt of a completed enrollment application, a certificate of insurance for coverage defined in Section 4 is issued.

Assignment

In consideration of the Owner purchasing ROCIP insurance as stated above, the Enrolled Parties will assign to the Owner all return premiums, premium refunds, dividends and other monies due or to become due in connection with the insurance which the Owner provides under the ROCIP, all of which will inure to the benefit of the ROCIP. The Enrolled Parties will execute such further documentation as required by the Owner to affect this assignment.

DRAFT



Section 5: Contractor / Subcontractor Required Coverage

This section provides an overview of the insurance that Contractor and all Subcontractors are required to carry.

The ROCIP provides coverage to Enrolled Parties for Work at the Designated Project site only.

Enrolled Parties and **Excluded Parties** are required to maintain insurance coverages, as mandated by the UGC and Project Insurance Requirements Section 00 73 16, and shall provide evidence of such coverage as shown in Appendix A: Sample Certificate of Insurance. In the event of a conflict between the terms of this Manual and the terms of the Contract or Subcontract, the terms of the Contract/Subcontract control.

Prior to the start of Work and prior to each renewal date, all Contractors and Subcontractors shall provide a Certificate of Insurance and endorsements via the MWrap Contractor Portal as defined in the Contract documents.

Required Endorsements

Additional Insureds: Each required policy (except Workers' Compensation, Employers' Liability, and Professional Liability) will name as additional insured the Board of Regents of The University of Texas System, its respective agents, consultants, servants and employees of each and all other indemnitees as "Additional Insured". Any party who, by written agreement with Owner, provides easement or access to property for the Work and requires such designation are added as additional insureds as respects operations and activities of, or on behalf of the named insured performed under Contract with Owner.

Waiver of Subrogation. All policies shall contain a Waiver of Subrogation and Contractor and Subcontractors of every tier waives its right of recovery in favor of the Board of Regents of The University of Texas System, their respective agents, consultants, servants and employees of each and all other indemnitees. A waiver of subrogation in favor of any party who, by written agreement with Owner, provides easement or access to property for the Work and requires such designation as respects operations and activities of, or on behalf of the named insured performed under Contract with Owner.

DRAFT

Waiver Of Property Damage and Right of Recovery. All policies shall contain a written agreement to waive the Contractor's and each Enrolled Subcontractor's right for recovery of physical damage or loss to their respective properties against each other for damages, losses or claims arising out of or in connection with this Project and this Contract. This written waiver shall also extend to the benefit of the Board of Regents of The University of Texas System, its respective agents, consultants, servants and employees. A waiver of subrogation in favor of any party who, by written agreement with Owner, provides easement or access to property for the Work and requires such designation as respects operations and activities of, or on behalf of the named insured performed under Contract with The University of Texas System. This waiver of the right of recovery for property damage shall be binding upon any property (real or personal), builder's risk, automobile, aircraft watercraft, tools or equipment insurer as respects any subrogation rights that such insurer may possess by virtue of any payments of damage or loss.

Contractor and all Subcontractors will pay all insurance premiums for such insurance, including any charges for required waivers of subrogation or the endorsement of additional insureds.

***Primary and Non-Contributing*:** All insurance coverage listed above is required to be primary and non-contributory.

***Notice of Cancellation*:** All insurance policies and certificates of insurance will include a requirement providing for thirty (30) days prior written notice to the Owner of any cancellation or reduction of coverage. If any such notice is given, the Owner will have the right to require that a substitute policy be obtained prior to said cancellation and appropriate evidence thereof be provided. Enrolled Contractors, Subcontractors and Excluded Parties will immediately notify the Owner and will cease operations on the occurrence of any such cancellation or reduction and will not resume operations until the required insurance is in force and new certificates of insurance have been filed with the Owner.

Insurance Requirements of Excluded Contractors

The insurance requirements as defined in the Project Insurance Requirements 00 73 16 and the UGC Section 5.2 outline the coverage that should be in place for this project. Coverage must be properly certificated before enrollment. A certificate example is included in Appendix A – Sample Certificate of Insurance.

DRAFT



Section 6: Enrolled Contractor and Subcontractor Responsibilities

Cooperation

The Enrolled Contractors and Subcontractors will:

1. Cooperate with the Owner and the ROCIP Administrator with regard to administration and operation of the ROCIP. The Enrolled Contractor's responsibilities will include but are not limited to: insurance program operations and reporting; inclusion of ROCIP insurance and safety provisions in all Subcontracts; notification to the Owner's representative of all Subcontracts awarded; maintenance and provision of monthly payroll records and other records as necessary for premium computation; compliance with applicable safety and loss control requirements, and claims reporting procedures.
2. Furnish to the Owner, the ROCIP Administrator or the ROCIP Insurer(s) all information and documentation which the ROCIP may require in connection with the issuance of any policies, in such form and substance as The University of Texas System or its designee may require.
3. Submit on-site payroll reports through the MWrap Contractor Portal as required and described in this Manual on a monthly basis for prior month (including months with no payroll), by the 10th of each month.
4. Permit the Owner, the ROCIP Administrator and/or the ROCIP Insurer(s) to audit the Enrolled Parties' books and records and provide documentation, as required, to assure accuracy of those payroll reports. The Enrolled Parties agree that their failure to submit documents as required may result in withholding progress payments until payroll reports are submitted.
5. Promptly comply with the requirements, obligations and recommendations of the Owner, its ROCIP Administrator, or ROCIP Insurer(s) to facilitate ROCIP administration and ROCIP Insurer requirements for continuation of coverage.
6. The Enrolled Parties will provide the Owner, its ROCIP Administrator or ROCIP Insurer(s) with all information necessary for the issuance of said policies and will maintain and make available to the insurance companies records relating to the Work as requested for the proper computation of the insurance premiums.
7. Participate in claim review meetings as requested.

DRAFT

Enrolled Parties use ROCIP Administrator's online "MWrap" system to enroll in the ROCIP, provide insurance information, and perform other important functions outlined in this Section.

Visit: MWrap Contractor Portal <-- Click Here to get started.

Bids

Net Bid: Enrolled Contractors and Subcontractors are required to exclude their Contract Insurance Cost, inclusive of subcontracted work, from their bid.

Change Orders: Change orders must comply with the bid methods outlined above.

Program Termination: If the ROCIP is cancelled or otherwise terminated before Owner has issued final substantial completion, the Contractor and all enrolled Subcontractors shall be responsible for furnishing all insurance as described in the UGC and Article 2.3 of Section 00 73 16 Project Insurance Requirements.

Close Out – No True Up: Owner elects to estimate final insurance costs based on the final construction value at Substantial Completion of the project. Contractor and all Subcontractors will provide payrolls and construction value at Substantial Completion to Close Out project. No adjustments are computed or due either party or expected per audit.

Enrollment

Prior to the start of on-site work, each Contractor and Subcontractor shall complete their Enrollment via the MWrap Contractor Portal. Any fines assessed by a governmental entity as the result of late enrollment are assessed against the responsible Enrolled Parties, as applicable.

CONTRACTOR / SUBCONTRACTOR CANNOT PERFORM WORK AT THE DESIGNATED PROJECT SITE UNTIL ENROLLMENT IS COMPLETE AND A CERTIFICATE OF INSURANCE OR LETTER OF EXCLUSION IS ISSUED BY THE ROCIP ADMINISTRATOR.

Payroll & Insurer Audits

Submit monthly payroll reports through the MWrap Contractor Portal for each contract:

- Maintain separate payroll records for Work performed at the Designated Project site.
- Segregate by "regular" and "overtime" straight time payroll.

DRAFT

- Retain records for not less than three (3) years post project completion.
- Onsite Workers' Compensation payroll reporting is due by the 10th of the following month and is to be submitted on the MWrap Contractor Portal.
- Submit zero dollar payroll report if no Work was performed at the Designated Project site.
- Flag the payroll as "Final" when Work at the Designated Project site is complete.
- The ROCIP Insurer may perform physical audits or request payroll verification as part of a paper audit as part of the ROCIP program. Cooperate with the ROCIP Insurer and their requests for meetings, conference calls and information. You should receive a letter or a phone call from the insurance carrier, or its representative, approximately two (2) weeks beforehand notifying you an audit is required.
- Failure to report required payroll could result in Insurer audits or delays in your progress payments.

Contractors and Subcontractors with payroll reporting delinquencies will receive an auto-generated notification from MWrap requesting response of activity in accordance with each contract under coverage.

Do not report payroll associated with this Designated Project site when reporting payroll to your primary insurance carrier. Failure to segregate and report payroll accurately may result in overpaying premiums. Provide your primary insurance broker with a copy of your Project specific certificate of insurance and workers' compensation policy as evidence of your enrollment and participation in the ROCIP program.

Payroll Audits - It is important that you properly classify payrolls, as these will be reported to the rating bureau for promulgation of future experience modifiers for your firm. All Enrolled Parties shall make available their books, vouchers, contracts, documents, and records, of any and all kinds, to the auditors of the ROCIP Insurer or the Owner's representatives at any reasonable time during the policy period, any extension, or during a final audit period as required by the insurance policies.

The Division of Workers' Compensation (DWC) a division of the Texas Department of Insurance (TDI), requires Zurich, the insurance carrier for the Owner's ROCIP program, to report payrolls and losses incurred by insureds on the Designated Project site which have occurred under the policies issued in a unit statistical report for calculation and publication of the Contractors and Subcontractors experience modifier.

The audit reporting is conducted annually for each policy term by carriers per outlined requirements as described within Section 4 of this ROCIP Project Insurance Manual and Section 00 73 16 Project Insurance Requirements.

Upon Contractors or Subcontractors completion of Work or on policy expiration, the Owner's ROCIP Insurers have the right to audit payroll records. This audit will be completed within sixty (60) days of receipt of all complete and accurate information from the Contractor or Subcontractor.

DRAFT

Change Orders

Change orders, field proceed orders, and/or construction change directives submitted by each Enrolled Party shall ***exclude*** the cost of insurance.

Contractor(s) will notify ROCIP Administrator of any change orders issued to the Contractor. Contractor will notify ROCIP Administrator how the change order will be applied to their Subcontractors.

Contractor Responsibilities for their Subcontractor(s)

Each Contractor shall:

- Notify the ROCIP Administrator of each subcontract award via Notice of Subcontract Award through the MWrap Contractor Portal. Failure to notify ROCIP Administrator of all Subcontractors of any tier may lead to ROCIP insurance coverage gaps for Subcontractor(s).
- Include this ROCIP Manual in all Subcontracts and require that the provisions flow down to all sub-tiers.
- Make certain that before each Subcontractor starts their Work, the certificates of insurance meet the Project Insurance requirements as described in their contract. Compliant Subcontractor certificates of insurance are provided to the Owner, the General Contractor, and/or Project Administrator as outlined within this manual.
- Ensure that all Subcontractors:
  - Bid according to the instructions set forth in this manual.
  - Report and maintain monthly payroll records.
  - Cooperate with the ROCIP Administrator's requests for information.
  - Comply with the Project's insurance, claim, and safety procedures.

Notice of Work Completion – Close Out of Each Contract

The ROCIP Administrator will Close Out each contract as the Enrolled Parties complete their Work subject to the following conditions:

- Enrolled Parties must complete a "Notice of Work Completion" through the MWrap Contractor Portal for each contract that has been completed on the Designated Project site.
- The ROCIP Administrator will verify total change order and final contract value with the Contractor and awarding contractor before completing Close Out.
- Cooperate with ROCIP Insurer audits.

The ROCIP Administrator may contact Contractor and/or Subcontractor to verify cost of Work.

DRAFT

Once close out is reconciled, Contractor will receive a communication from ROCIP Administrator (via MWrap) advising how ROCIP coverage will respond beyond Project completion.

Project Completion

Upon Project completion, the ROCIP Administrator will send a Project close out notification to all Enrolled Contractors of the ROCIP. Notification will include copies of the completed operations and repair work endorsements from the general liability policy.

DRAFT



Section 7: Claims Reporting Procedures

This section describes basic procedures for reporting Workers' Compensation and General Liability claims under the ROCIP.

Contractors are required to follow the Owner's current claims reporting procedures. All parties agree to assist and cooperate in the investigation and adjustment of all claims.

All Contractors and Subcontractors shall, at a minimum:

- Instruct their employees to **IMMEDIATELY** report all incidents, injuries and damages on the Designated Project site to the **Project Safety Coordinator (PSC).**
- Take appropriate and safe measures to prevent additional injury or damage.
- Provide, upon request, any additional information regarding the incident and to cooperate fully in all incidents and claim-related investigations and associated claims management activities as requested by the ROCIP Insurer's claims adjuster and/or Owner representative.
- Report any fines assessed for claims in a timely manner. Any fines assessed for claims which are reported late are the responsibility of the Contractor or Subcontractor who failed to timely report the claim.
- Comply with provisions of the Texas Workers' Compensation Act and Rules. The employer shall post and/or complete all State forms.
- Adhere to drug and alcohol testing requirements as required by the Contract.

Refer to the Project Safety Requirements 01 35 23 for additional information.

Workers' Compensation Posting Requirements

Notice 6: Notice To Employees Concerning Workers' Compensation in Texas

Per Rule 110.101 (e) (1) of the Texas Department of Insurance, Division of Workers' Compensation, DWC Notice 6 is required to advise your employees that you have workers' compensation insurance through a commercial insurance company and to advise your employees of the Texas Department of Insurance, Division of Workers' Compensation's toll free number to obtain additional information about their workers' compensation rights.

Notices in English, Spanish and any other language common to the employer's employee population must be posted, and:

- Prominently displayed in the employer's personnel office, if any;

DRAFT

- Located about the workplace in such a way that each employee is likely to see the notice on a regular basis;
- Printed with a title in at least 26-point bold type, subject in at least 18-point bold type, and in text in at least 16-point normal type; and
- Contain the exact words as prescribed in Rule 110.101 (e) (1).

The following notice(s) meet the above requirements. Failure to post or to provide notice as required in the rule is a violation of the Act and Division rules. The violator may be subject to administrative penalties.

Notice 8: Required Workers' Compensation Coverage

Pursuant to Workers' Compensation Rule 110.101 (d)(7), a Contractor engaged in a building or construction project for a governmental entity is required to post a notice on each Project Site informing all persons providing services on the project that they are required to be covered by workers' compensation insurance. This notice does not satisfy other posting requirements imposed by the Texas Workers' Compensation Act or other Workers' Compensation Rules.

Workers' Compensation Claim Reporting

- Each employer is initially responsible for providing first aid to their injured employee, followed by notification to the Contractor's PSC.
- The Contractor's PSC will complete the top portion of the Medical Authorization To-Treat form and ask the injured employee to acknowledge that a post-accident drug and alcohol test will be performed.
- The PSC will accompany the injured worker and the employer's designated site safety representative (SSR) to the medical clinic for the initial treatment.
- The Medical Authorization To-Treat form will be presented to the medical clinic.
- Upon return to the Work site, each injured worker will be provided with "Notice of Injured Employee Rights and Responsibilities" by the PSC.
- Following the injured worker's visit to the clinic, both the PSC and employer should be updated on the injured employee's work status.
- The employer of the injured worker will assist in the completion of the required First Report of Injury (FROI) incident report. The ROCIP IX Form CL-1 Workers' Compensation Loss form collects all necessary information required to populate the State's First Report of Injury Form (DWC Form 1) and eases the reporting of the claim via Zurich's early notification system.
- The PSC will call Zurich's Claim Call Center to report the loss. Call 877-928-4531.
- Should the need arise to provide the injured worker with a Bona Fide job offer letter, a sample letter is included in this Manual.

DRAFT

All workers' compensation claims notices should be submitted to: **Zurich North American.**

Submit all medical bills to Zurich; P.O. Box 968023; Schaumburg, IL 60196-8023, excluding Drug / Alcohol Screen bills, which are the responsibility of the injured worker's employer for payment.

Upon completion of reporting the workers' compensation claim telephonically, a first report of injury form (DWC Form 1) from the claim intake center of Zurich will be mailed to you for your records. Retain this copy along with the ROCIP documentation regarding this incident until the claim is resolved/closed.

For assistance with WC claim issues contact:

Kevin McClelland, Claims Advisor		**John Santos, Senior Claims Coordinator**	
Marsh USA, LLC 1717 Main Street, Suite 4400 Dallas, TX 75201		The University of Texas System 210 West Seventh Street Austin, TX 78701	
Email:	Kevin.McClelland@Marsh.com	Email:	JSantos@UTSystem.edu
Phone:	214-926-5983	Phone:	512-579-5029
Fax:	214-303-8014	Fax:	512-499-4524

In the event of any claim resulting in an injury for:

- ANY injury that can be expected to result in onsite medical treatment.
- ANY injury that can be expected to result in offsite medical treatment.
- ANY property or equipment damage that is expected to result in an insurance claim.

Immediate phone contact must be made to the:

Mark Schaeffer – UT System	**409 781 0069**

Mark will direct if additional phone contact is needed.

Additional phone contact may need to be made to the following:

Kevin McClelland – Marsh	**214 926 5983**
John Santos – UT System	**512 579 5029**

ANY incident resulting in a significant injury, anticipated hospitalization of injured worker(s), or removal from site by an ambulance — PERSONAL CONTACT MUST BE MADE TO MARK, KEVIN, JOHN AND THE OWNER'S PROJECT MANAGEMENT TEAM.

DRAFT

For ALL incidents resulting in injury or property damage, the PSC must complete the UTS ROCIP Incident or Injury Notification form (see Appendix C) and submit to all parties as directed on the form, STEP 1 of the notification is to be completed and submitted immediately to All parties identified on the form. STEP 2 of the notification is to be completed by the PSC and submitted to all parties identified on the form. All parties identified on the form are to be included in both submissions.

PLEASE REFER TO APPENDIX D for the Workers' Compensation claim checklist.

1. Drug and Alcohol Policy

This project is a drug and alcohol free job site. The Contractor and all Subcontractors will maintain a drug and alcohol free environment on this project.

Each Contractor is responsible to ensure that its Subcontractors test their employees prior to reporting to work on the job site in order to maintain a drug and alcohol free job site as outlined in the Project Safety Requirements 01 35 23.

This policy is to be used in conjunction with the Contractor's Subcontractor's own drug and alcohol program and in accordance with the contract.

Additionally, each employee involved in an incident will be required to submit to a post-incident drug and alcohol test that will be paid for by the employer.

The Contractor and all Subcontractors will obtain and maintain on file a signed "Notification and Consent—Employee Acknowledgement" (ROCIP form #13 – See Appendix C) for each employee prior to that employee commencing work on the job site.

2. First-Aid Treatment and Medical Attention

Instruct employees to immediately report any injury or illness to their immediate supervisor.

Supervisors:

- Report the injury/illness to the PSC, who will then report the incident to the Owner Office of Risk Management's Manager of Construction Safety.
- Accompany the employee to the ROCIP designated medical treatment facility.
- Provide proper follow-up information to the employer, PSC, and the Owner Office of Risk Management's Manager of Construction Safety.

DRAFT

3. Transportation

It is the responsibility of the Contractor to provide and/or arrange for any required emergency or non-emergency transportation for their employees that incur Work related injuries or illnesses.

Liability Claim Reporting

Commercial General Liability (GL) provides coverage for personal injury, bodily injury and property damage liability claims arising out of the Work at the Designated Project site. The GL coverage does not apply to property in your care, custody and control. GL coverage may apply when damage is done to property such as other adjacent buildings, cars, etc. or bodily injury to students, institutional staff, patients or visitors.

Such insurance will not include coverage for products liability for any product(s) manufactured, assembled, or otherwise worked upon away from the Designated Project site for any Enrolled Contractor or Excluded Contractor performing such off-site work.

General Liability premises coverage is provided for Contractor and Subcontractors returning to a "completed" job for repair or warranty work for a period of two (2) years after Project Completion. Simultaneously the Extended Completed Operations is triggered at Project Completion. This Extended Completed Operations coverage is by statute of repose not to exceed ten (10) years.

Should a loss occur, and the Contractor believes it stems from the Work that has been completed and accepted by the Owner, the Contractor should immediately notify the Owner's Office of Risk Management and/or ROCIP Administrator. The institution or General Contractor should not undertake repairs until such notification has occurred and either the Owner's Office of Risk Management or ROCIP Administrator's Claims Advisor has responded. The institution and applicable contractors should do what is necessary to mitigate damages. Refer to the Completed Operations Claim Reporting procedures in Appendix D.

Personal injury or property damage sustained by a third party constitutes a reportable event.

Whenever this occurs, the Contractor and Subcontractors will:

- Provide first aid if necessary.
- Notify the PSC if project remains under construction.
- Complete an incident report. Take pictures of any property damage. Obtain witness statements.
- Notify via phone the ROCIP Administrator's Claims Advisor and the Owner's Senior Claims Coordinator of the incident and follow the call by emailing a copy of the incident report, pictures, witness statements, any bills incurred to-date. This email should be copied to the Marsh Central Claims Reporting inbox for formal reporting to the carrier. The Marsh Claims Advisor will review and advise of any additional reporting needed.

Zurich's General Liability claim representative will provide periodic claim status reports to the Enrolled Parties and the Owner.

DRAFT

The PSC or their representative will assist in the investigation of the incident. However, the Enrolled Contractors shall remain responsible for providing thorough information on all third-party injuries or property damage claims and ensuring the claims have been promptly reported to the PSC.

Professional Liability Claim Reporting

No coverage is provided for professional liability under the ROCIP. It is the sole responsibility of each Contractor and Subcontractor to report incidents involving their professional liability to their own insurers. Notice must be immediately reported to the PSC once a contractor is made aware of any professional liability incident.

The Contractor will:

- Take measures necessary to preserve damaged property and to protect property from further damage.
- Immediately notify the PSC.
- Establish accounts for recording the cost associated with the events as it affects property used in the Work.

Automobile Incident and Claim Reporting

No coverage is provided for automobile accidents under the ROCIP. It is the sole responsibility of each contractor to report accidents/claims involving their automobiles to their own insurers.

However, report all accidents occurring in or around the Designated Project site to the Contractor and the PSC. Accident investigations will occur and focus on liability arising out of the Project construction activities that could result in future claims (i.e., due to the conditions of the roads, etc.). Each contractor shall cooperate in the investigation of all automobile accidents.

Other Details

- The ROCIP Administrator will provide periodic loss runs upon request.
- Claim review meetings are held on a quarterly basis. Contractor's participation is required when requested.
- In the event legal representation is required to defend parties insured under this ROCIP, absent an actual conflict of interest between two or more insureds, the ROCIP Insurer has the right to retain one counsel to represent all such insureds in any action or proceeding in which more than one insured is joined.

DRAFT

Other Claim Related Services

Detailed Claim Listings

Detailed claim listings are available upon request by contacting the Zurich Account Manager, Shellie Filkins – 214-866-1330.

Claim Review

Claim reviews will be conducted quarterly, or as needed. Reviews will include the Owner's Office of Risk Management, ROCIP Insurer's Representatives, and ROCIP Administrator.

Lawsuits and Citations

All lawsuits (i.e. summons and complaint, citation and/or petition) filed against the Enrolled Parties should be immediately forwarded on the date of receipt by express overnight mail to the attention of the following individuals:

Kevin McClelland, Claims Advisor		**John Santos, Senior Claims Coordinator**	
Marsh USA 1717 Main Street, Suite 4400 Dallas, TX 75201		The University of Texas System 210 West Seventh Street Austin, TX 78701	
Email:	Kevin.McClelland@Marsh.com	Email:	JSantos@UTSystem.edu
Phone:	214-926-5983	Phone:	512-579-5029
Fax:	214-303-8014	Fax:	512-499-4524

Remember to keep a copy of all information sent in your files.

ROCIP Administrator will assist in reporting the claim to the appropriate insurance carriers as related to the program and will work with the insurance carrier to assign defense counsel if needed.

DELAYS IN REPORTING COULD RESULT IN DEFAULT JUDGMENT AGAINST THE ROCIP PROGRAM AND OR YOU.

DRAFT



Section 8: Questions Commonly Asked About A ROCIP

a. Why does the Owner have a ROCIP?

There are several reasons the Owner has decided to implement a ROCIP program. These include achieving economies of scale and ensuring the consistent application of safety, loss control, and claims handling processes systemwide.

b. As an Enrolled Contractor, how will this affect my costs?

The net cost effect should be about even. In ROCIP, your insurers will exclude coverage for risks insured by the ROCIP, thus reducing your insurance premiums by the amount your insurers would have otherwise charged you for the job.

While you could lose dividend values (if you have a workers' compensation dividend plan), dividends are not guaranteed and presumably not figured into bids.

In addition, by enrolling in the ROCIP, you will be the beneficiary of a highly focused safety and claims management plan that should result in reduced claims and better loss outcomes. To the extent this safety and claims management program has a positive influence on your loss experience; it could result in an improved experience modifier for you in future years.

c. How can I be sure my insurer will not charge me premium for ROCIP-enrolled work?

To ensure this does not happen, you need to notify your insurer(s) that you are participating in a ROCIP and provide them with a description of the work and coverages being provided. This information can be shared through your agent or directly to the insurer.

Next, it will be important for you to keep accurate books to show what payroll is allocated to ROCIP Project(s). This will allow workers' compensation auditors from both your own insurer and the ROCIP Insurer to audit the payroll accurately.

The same procedures will apply to your general liability insurance, though the basis of your premium charge may not be payroll -- it could be receipts or some other measure of exposure.

If you have questions about these issues during the bidding or as work proceeds, your broker, agent or underwriter should be able to assist. Marsh is available to assist and, if needed, facilitate communication with your insurers.

d. Will Project Safety Requirements impair work efficiency?

DRAFT

All Enrolled Contractors are expected to comply with the Project Safety Requirements 01 35 23 and all applicable regulatory requirements. If your company is committed to safety, work efficiency should not be affected. Unsafe practices will not be tolerated and may be cause for dismissal from the project. Assistance is available should a question or concern arise regarding safe operating practices.

e. Is there completed operations coverage beyond the completion of my work?

Yes, there is a completed operations extension period built into the ROCIP.

f. Will the ROCIP hurt my chances of getting or keeping competitive insurance rates?

The ROCIP will not hurt your chances of getting or keeping competitive insurance rates. However, if a major portion of your work is insured under ROCIP, it may reduce the size of your reported non-ROCIP sales and payroll, thus reducing schedule and/or other rating credits.

Your success in safety will have a lot to do with your attractiveness as a workers' compensation account in the future. To the extent the ROCIP's safety and claims management program has a positive influence on your loss experience, it could result in an improved experience modifier for you in future years.

g. What about my WC modifier? How will ROCIP losses affect it?

ROCIP losses and payroll experience will be reported to the Workers' Compensation Insurance Rating Bureau the same way your regular insurer reports your other loss and payroll data. If the ROCIP safety and loss containment efforts are meaningful for your operation, the loss ratio should be slightly better for ROCIP losses, thus reducing your future modifier.

DRAFT



Section 9: Online Portal Instructions

Contractors & Subcontractors are required to submit information via the MWrap Contractor Portal. User access is initiated when a Notice of Subcontract is completed and initial login instructions are provided below.

Portal Instructions for required forms are found in the documents section of your enrollment on the Portal or by clicking the "?" at the top of the screen. You may also click on the **Help & Support** tab located on the right of each screen for specific information associated with the screen you navigated.

The Portal instructions include the following information:

- Notice of Subcontract
- Enrollment
- Payroll
- Notice of Work Completion
- Available reports

For questions, contact the ROCIP Administrator or the General Contractor Project Administrator identified in the Project Contact Directory (Section 2)

Notice of Subcontract

When a primary contact is identified by their parent contract during a Notice of Subcontract Award submission, a User Profile is emailed a New User Registration email with a link to log into the MWrap Contractor Portal.

The email contains the assigned User Name and a one-time link to set up a password and login.

Dear {New Users Name}

Welcome to MWrap Contractor Portal! Your login credentials are below. Please use the ***Set Password*** link below to complete your registration.

User Name:	User ID
Set-up Password:	***Link valid for single use*** Set Password
Portal URL:	***Ongoing access*** MWrap Contractor Portal

Please use the portal to complete your enrollment and manage program requirements throughout the term of your contract(s) which may include monthly payroll, upload documents, non-CIP COIs (offsite certificates), quantifying your company's insurance costs and state specific information.

Once logged into the app, please use these features for further instruction:

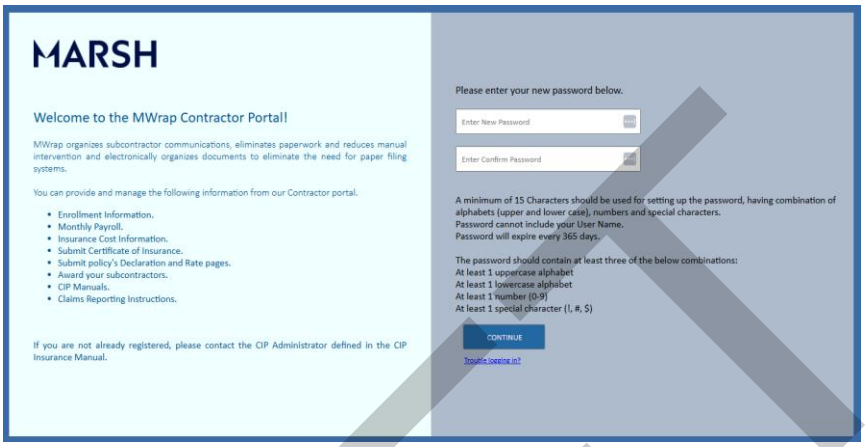
1. Help instructions found under **Help & Support** menu option on left column
2. page specific instructions at top of page
3. Help & Support Tab (right-hand page margin)
4. Project specific instructions at the top of each from (if applicable)

Please reach out to the project administration team if you need assistance.

Thank You!
Marsh Wrap-Up Administration Team

DRAFT

Create a password following the rules outlined immediately below the entry fields. Press [Continue]. Use the click here hyperlink in the success message to move to the login screen. Provide your user name and newly created password to complete the log in process.



Once you are in the MWrap Contractor Portal, navigate to the Documents section of the contract to obtain a copy of the Portal Instructions, if needed.

DRAFT

Appendix A: Sample Certificate of Insurance

CERTIFICATE OF LIABILITY INSURANCE — DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME: {Contact Name}	
Producers Name / Address	PHONE (A/C, No, Ext): {Contact Phone}	FAX (A/C, No): {Contact Fax}
	E-MAIL ADDRESS: {Contact Email}	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC#
{Insured}	INSURER A: {Carrier Name}	{NAIC#}
Insured's Name	INSURER B: {Carrier Name}	{NAIC#}
Address	INSURER C: {Carrier Name}	{NAIC#}
City, State Zip	INSURER D: {Carrier Name}	{NAIC#}
	INSURER E: {Carrier Name}	{NAIC#}

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PROJECT / LOC OTHER	X	X	For Off-Site Exposures ***Must cover the duration of the contract***			GL-DamageToRentedPremises GL-EachOccurrence GL-GeneralAggregate GL-MedExp GL-Personal&AdvInjury GL-ProductsComp/OPAggregate	 $1,000,000 $2,000,000 $1,000,000 $2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	X	X	For On & Off-Site Exposures ***Must cover the duration of the contract***			AL-BodilyInjury(Per person) AL-BodilyInjury(PerAccident) AL-CombinedSingleLimit AL-Property Damage(Per Accident)	 $1,000,000
C	UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS - MADE DED / RETENTION $ (Retention)	X	X	Not Required unless used to meet GL/EL Limits			EUL-Aggregate EUL-EachOccurrence	$If Needed $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	For On & Off-Site Exposures ***Must cover the duration of the contract***			X WC-StatutoryLimits / Other E.L.EachAccident E.L.DiseaseEachEmployee E.L.DiseasePolicyLimit	 $1,000,000 $1,000,000 $1,000,000
E	Other: Pollution Liability Professional Liability	X	X	*As required by contract				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The insured shall name Board of Regents of The University of Texas System and other as required by contract, as Additional Insured and such coverage shall be afforded as additional insureds shall apply as Primary Insurance. A Waiver of Subrogation in favor of "Board of Regents The University of Texas System, the architect, their subsidiaries, related and/or affiliated companies of each and their respective officials, directors, employees, representatives, agents and volunteers, and assigns of each and any other shall be provided by the insured.

CERTIFICATE HOLDER	CANCELLATION
Board of Regents of The University of Texas System C/O ROCIP Administrator @ Marsh USA LLC 2323 Victory Ave, Suite 1000 Dallas, TX 75219	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Authorized Representative By:

© 1988-2016 ACORD CORPORATION. All rights reserved.

ACORD 25(2016/03) The ACORD name and logo are registered marks of ACORD

DRAFT

Appendix B: Return to Work Policy

RETURN TO WORK (RTW) POLICY
NOTE: This Return To Work Policy and the executed acknowledgement must be submitted to and will be maintained by the Controlling Contractor at the project site. No work may commence until this document is accepted.

_____ will conduct its construction activities safely and in accord with all prevailing safety rules and regulations.

In the event that an occupational injury occurs on this Project and renders an employee unable to perform normal duties, this company will commit its resources to the following:

- Modified duty assignments will be made available to any employee injured on this project who receives a physician's release with medical restrictions.
- The modified duty assignment will take place at the project site if possible. If an alternate location(s) must be used, the insurance claims adjuster must be consulted and agree that the action is justified. In order to comply with restrictions established by the treating physician's instructions, the assignment offered to the injured employee may include clerical work, material inventory, site cleanup, site layout, equipment maintenance, or any other task that will not exceed the prescribed restrictions.
- Any employee with an occupationally restrictive injury will receive a written "Bona Fide Offer of Employment" letter. The document will acknowledge the company's intent to furnish duty assignments based on the treating physician's instructions. This document will either be executed by the employee in the presence of a supervisory employee or it will be sent to the employee by Certified/Return Receipt Mail.
- The injured employee will be monitored for improvement and returned to full duty status as quickly as the treating physician allows.
- All injuries that occur on this Project will be reported immediately to the Controlling Contractor's PSC. The immediate supervisor for the injured employee will obtain an "Authorization for Medical Treatment" from the Controlling Contractor before leaving the site for treatment by a medical professional.
- A responsible company representative (immediate supervisor) will transport any injured employee to the medical treatment facility. This representative will ensure that the treating physician receives a copy of this RTW policy and becomes aware of the company's intent to provide modified duties as required to meet any medical restrictions.
- In the event that an injured employee has to be transported by ambulance to an emergency medical treatment facility, a responsible company representative (immediate supervisor) will accompany (or follow) the injured employee and ensure that the treating physician receives a

DRAFT

copy of this RTW policy and becomes aware of the company's intent to provide modified duties as required to meet any medical restrictions.

- A post incident drug / alcohol test will be administered by the Owner's designated medical treatment facility. The Controlling Contractor will be notified of the results by a company representative only in the event of a confirmed positive drug test.
- An employee that is currently working under medical restrictions will NOT be terminated from employment until the Controlling Contractor and the insurance claims adjuster are consulted with and all agree that the action is justified.

Return To Work (RTW) Policy

CONTRACTOR ACKNOWLEDGEMENT

As a duly authorized representative of _____,

I hereby acknowledge, agree to, and submit the attached Return to Work Policy.

Name (print):

_____

_____

Signature:

_____

_____

Title:

_____

_____

Date:

_____

_____

This acknowledgement and a copy of the written Return To Work Policy must be submitted to the Controlling Contractor and will be maintained at the project by the Controlling Contractor. This company understands that no work at the Project may commence until this document is executed, submitted, and accepted by the Controlling Contractor.

DRAFT

Appendix C: Sample ROCIP Forms

MARSH

UTS ROCIP Incident or Injury Notification

The University of Texas System ROCIP: ☐ VIII ☐ IX ☐ MDA OCIP

Incident Type: ☐ GL ☐ WC

Date of Incident or Injury:	
Owner's CIP Project Name:	
Owner's CIP Project Number:	
Project Safety Coordinator (PSC):	
Mobile Phone Number for PSC:	
Name of Injured Worker (WC) or Incident Claimant (GL):	
Enrolled Contractor (employer or involved contractor):	(Official name of company as listed on the enrollment log)
Brief Description of the Injury or Incident (known facts):	

STEP I - Portion above to be completed and distributed immediately after Incident / Injury Occurrence or GC/CMR Knowledge

Injured Worker Taken to Clinic:	☐ Yes	☐ No
Affected Worker(s) Drug and Alcohol Tested:	☐ Yes	☐ No
Worker Given Restrictions:	☐ Yes	☐ No
Bonafide Offer of Employment Issued:	☐ Yes	☐ No
Has this claim been submitted to the carrier (WC) or Marsh (GL)?	☐ Yes	☐ No
If yes (WC only), provide the claim number.		

Based on Medical Treatment Rendered, Worker's Injury Classification as Determined by the Worker's Employer:

☐ First Aid ☐ Recordable ☐ Days Away from Work

STEP II - Portion above to be completed and distributed immediately after Injury Treatment / Claim Submitted / Injury Classified

Distribute this notification to: **Mark Schaeffer,** mschaeffer@utsystem.edu, (409) 781-0069
Kevin McClelland, Kevin.mcclelland@marsh.com (214) 926-5983
OCP / Campus Project Management Team / Others as Directed

DRAFT

CERTFIED MAIL - RETURN RECEIPT

(Name)
(Address)
City, ST, Zip code

RE: Bona Fide Offer of Employment

Dear _____,

We _____. a contractor with The University of Texas System ROCIP, are in receipt of a report-dated _____ from Dr. _____ relating to your current medical condition and your ability to work. A copy of that report is enclosed with this letter. We have used guidelines provided by the physician to identify an appropriate modified duty position for you. We hereby extend to you a bona fide offer of employment pursuant to DWC Rule 129.6.

You will be expected to return to work on: _____

Location: _____

Job Title: _____

Description of physical requirements (including break times and amount of time to be spent on each task) _____

_____

_____

_____

Duration of assignment: From: _____ To: _____

Work Hours: (Hour, Week, Month): _____

Wages: (Hour, Week, Month): _____

Department: _____ Supervisor: _____

Please be assured that we, _____, will only assign you tasks consistent with your physical abilities, knowledge, and skills and will provide you training if necessary. If you accept this offer, please indicate by dating and signing below. Return this to the Project Safety Coordinator. If we do not receive this back from you within seven (7) days of receipt, we will assume you have rejected this offer, which may impact your Temporary Income Benefit payments.

We look forward to your return. If you have any questions, please do not hesitate to contact me.

Sincerely,

_____

Contractor working on project _____

The University of Texas System ROCIP

CC: Insurance Adjuster

(Letter should be on employer's letter head.)

DRAFT

NOTIFICATION AND CONSENT
EMPLOYEE ACKNOWLEDGMENT

I understand that a condition of my initial and continued assignment to The UTS ROCIP job site is compliance with The UTS ROCIP Drug and Alcohol Fee Job site policy. The policy was developed to ensure that all of The UTS ROCIP job sites are drug and alcohol free, and I hereby give my consent to, and authorize, any screening or medical procedures necessary to determine the presence and/or level of alcohol or drugs in my system. I further give my consent to the testing authority to confidentially release information regarding the results of the tests to an authorized representative of my employer or The UTS ROCIP. I realize that my refusal to sign this form constitutes a violation of The UTS ROCIP policy, and for that refusal, I cannot be assigned to The UTS ROCIP job site.

During my assignment to The UTS ROCIP job site:

1. **I hereby acknowledge and consent to abide by The UTS ROCIP Drug and Alcohol Free Job site policy; and,**
2. **I consent to post-incident, reasonable suspicion, and random drug and alcohol screenings.**

_____	_____
Signature	**Social Security No.**
_____	_____
Print Name	**Date**
_____	_____
Employer	**Project Name**
_____	_____
Witness	**Print Witness Name**

(Employer collect and maintain for all employees who will be working on-site.)

DRAFT

ROCIP form #CL-2

"University of Texas System – ROCIP Phase IX"

"Authorization For Medical Treatment"

Employee Name:_____

DOB: _____ Last 4 Digits of Social Security Number: _____

Date of Injury: _____ Time of Injury: _____

If the employee chooses to waive his/her rights to medical treatment (explain why): _____

_____

_____

By signing this form I consent to a drug and alcohol screen as described in the Contract and to the release of all results to the Controlling Contractor's Project Safety Coordinator (PSC) for this project and/or my employer.

Signature of injured employee_____ Date/Time_____

The cost of Drug and Alcohol Testing is the responsibility of the Employer/Contractor named below. The Clinic may require payment of the drug testing at time of service.

Contractor Name: _____ Date: _____

Contractor Address: _____ Zipcode: _____

Contractor Point of Contact Person: _____ Phone Number: _____

Email: _____

THIS COMPLETED FORM MUST BE RETURNED TO THE PROJECT WITH A COPY TO THE PROJECT SAFETY COORDINATOR BY THE EMPLOYEE SO HE/SHE CAN RETURN TO WORK

This certifies that the above named individual is employed on a University of Texas System ROCIP Project Job-site. Workers' Compensation coverage is provided by **Zurich American Insurance Company, Policy # WC0845813**. Please provide appropriate evaluation and treatment, and bill to the address below.

Zurich American Insurance Company
Ref: University of Texas System ROCIP Phase IX
P.O. Box 968023
Schaumburg, IL 60196-8023
Fax: 214-866-1676

CLINIC USE ONLY FOR POST ACCIDENT DRUG TESTING

❍ No Further Follow-up Required ❍ Further Testing Required

Signature of Collector: _____ Clinic Name: _____

University of Texas System **ROCIP IX** - Project: _____

Project Location: _____

General Contractor: _____

Project Contact/Phone #: _____

Project PSC email address: _____

Site Approval (PSC/PSA signature): _____ Date: _____

DRAFT

Appendix D: Claim Reference Guide

THE UNIVERSITY OF TEXAS ROCIP

Workers' Compensation Claim Management Checklist

Internal Investigation

- Identify facts of the information for reporting to Zurich:
- • Who • What • When • Where • Why • How

Subrogation

- Identify and preserve evidence.
- Identify Third Parties who may be responsible for accident.
- Report information to Zurich.

Report Claim

- Report immediately.
- Complete the Workers' Compensation Claim Form (DWC Form 1).
- Call Zurich's Call Center—877- 928- 4531.
- Provide the injured employee with "Notice of Injured Employee Rights and Responsibilities in the Texas Workers' Compensation System."

On Questionable Claims

- Report immediately—when appropriate, use the word alleged in your description.
- Immediately call ROCIP Claims Advisor and express your concerns regarding the claim.

Medical Care for Employee

- If medical treatment is needed, advise the employee of the appropriate medical care facility for work-related injuries. (Note: Emergency Rooms should only be used for treatment if the ROCIP designated medical clinic(s) are closed, or if the injury is considered severe or life threatening).

DRAFT

- Complete the "Authorization for Medical Treatment" form (ROCIP Form # CL-2 – See Appendix C) and give to injured worker. (Note: some sections need to be completed by the employer and others by the injured employee).
- Contractor or Subcontractor shall contact the medical care facility and advise that injured worker is in route.
- A mandatory post-incident drug and alcohol screen will be performed at the ROCIP designated medical facility regardless of where actual medical treatment is rendered. All drug and alcohol testing will be at the expense of the injured worker's employer.

Continued Involvement in Management of the Claim

- Maintain communication with the employee.
- Advise Zurich of any information that changes the direction of the claim.
- Be aware of the employee's current medical condition. This applies to the worker's employer and the PSC.
- Review the DWC Form 73 (Texas Workers' Compensation Work Status Report) from the medical provider, noting any restrictions that might have been placed on the employee.

Return to Work

- Refer to the Return to Work Policy outlined in the Project Insurance Requirements 00 73 16 Section 3.5 and as exhibited in Appendix B.
- Coordinate modified duty with Zurich adjuster, employer and employee.
- Provide temporary modified duty when parameters and duration of restrictions are known.
- Complete the Bona Fide Offer of Employment form (ROCIP form #CL-4 – See Appendix C):
  - Offer light/modified duty when a treating physician allows an injured worker to return to any type of employment that will not violate the specified restriction(s).
  - Attach a copy of the DWC Form 73 (Texas Workers' Compensation Work Status Report) provided by the treating physician to the Bona Fide Offer of Employment Letter.
    - Letter must include:
      - Detailed physical description of work (i.e. allowable standing, sitting, etc.) consistent with the employee's abilities, knowledge and skill.
      - Must offer training if necessary.
      - Letter is presumed valid if provided in writing.
      - Letter shall be modified to reflect any updated or change in restrictions made by the treating physician throughout the course of treatment.

DRAFT

  - Have the employee sign in the presence of a witness; or, mail the letter along with the DWC Form 73, via certified mail, to the employee:
  - Should the injured employee decline the Bona Fide Offer, Temporary Income Benefits may be stopped.
  - Send a copy of the letter, witness statement or postal receipt to Zurich.
  - Need further assistance, contact Zurich.
- Complete a Supplemental Report of Injury form—DWC form 6:
  - Within three days of the employee returning to work.
  - Within three days when the employee, after returning to work, has additional day or days of disability because of the injury.
  - Within 10 days after the end of each pay period in which the employee has a change in earnings as a result of the injury during the time the employee is entitled to temporary income benefits.
  - Within 10 days after the employee resigns or is terminated.

Billing

- All Medical bills/invoices should be sent to Zurich.
- All drug and alcohol testing bills are to be paid by the employer of the injured worker(s).

Loss Runs

- Contact, Shellie Filkins, Zurich Customer Relations Executive, at 214-866-1253 Office, 214-957-4641 or via email at shellie.filkins@zurichna.com.
- A Contractor may only request and receive loss information on the Contractor's own employees.

For Questions Regarding Workers' Compensation or Zurich Issues

- Contact Kevin McClelland, Marsh USA, LLC, at 214-303-8330.
- Contact John Santos, The University of Texas System Office of Risk Management, at 512-579-5029.

Completed Operations Claims Reporting

- Coverage begins at Project completion.
- Coverage in effect for statute of repose not to exceed ten (10) years after project has reached SC.

DRAFT

- That is caused by an “Occurrence” (an accident, including continuous or repeated exposure to substantially the same general harmful conditions).
- Typical Exclusions:
  - Damage to your work.
  - Design or Products Losses.
  - Other commonly excluded circumstances.
- Carrier will determine coverage following their investigation.

Parties to a Completed Ops Claim

- Institution – Claimant. Has no first party rights.
- General Contractor – Insured. Cannot assume any obligation or make payment without carrier’s consent.
- Insurance Carrier (Zurich) – responsible for investigation and claims settlement.
- UT System Office of Risk Management (ORM) – Senior Claims Coordinator.
- Administrator (Marsh) – Claims Advocate.

Construction Defect Claims Process

- Institution notifies GC of a potential completed operations claim. This should be done immediately upon identification of circumstances that may give rise to a claim:
  - Institution also notifies ORM and Administrator of potential completed operations claim.
  - GC notifies Administrator and carrier of potential completed operations claim for formal reporting.
  - Carrier reaches out to GC and institution for background information:
- GC (or institution) submits specs/drawings, etc. for the work in question to the carrier.
  - Risk Engineer expert may be retained to inspect, review the scope, and determine causation:
- Note: Expert retention should be coordinated with the carrier first to avoid duplicative work and/or cost.
- If the cause of loss is covered, institution should determine cost to repair and provide that scope to carrier for review.

PLEASE CONTACT YOUR MARSH ROCIP CLAIMS ADVISOR IF YOU HAVE ANY QUESTIONS.

DRAFT

MARSH

This document and any recommendations, analysis, or advice provided by Marsh (collectively, the "Marsh Analysis") are not intended to be taken as advice regarding any individual situation and should not be relied upon as such. The information contained herein is based on sources we believe reliable, but we make no representation or warranty as to its accuracy. Marsh shall have no obligation to update the Marsh Analysis and shall have no liability to you or any other party arising out of this publication or any matter contained herein. Any statements concerning actuarial, tax, accounting, or legal matters are based solely on our experience as insurance brokers and risk consultants and are not to be relied upon as actuarial, tax, accounting, or legal advice, for which you should consult your own professional advisors. Any modeling, analytics, or projections are subject to inherent uncertainty, and the Marsh Analysis could be materially affected if any underlying assumptions, conditions, information, or factors are inaccurate or incomplete or should change. Marsh makes no representation or warranty concerning the application of policy wording or the financial condition or solvency of insurers or reinsurers. Marsh makes no assurances regarding the availability, cost, or terms of insurance coverage. Although Marsh may provide advice and recommendations, all decisions regarding the amount, type or terms of coverage are the ultimate responsibility of the insurance purchaser, who must decide on the specific coverage that is appropriate to its particular circumstances and financial position.

DRAFT

Texas Important Notice

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first.If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

Zurich North America

To get information or file a complaint with your insurance company

Call: Customer Inquiry Center at 1-847-413-5438
Toll-free: 1-800-382-2150
Email: info.source@zurichna.com
Mail: 1299 Zurich Way, Schaumburg, IL 60196-1056

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros. Si no lo hace, podría perder su derecho para apelar.

Zurich North America
Para obtener información o para presentar una queja ante su compañía de seguros:

Llame a: Customer Inquiry Center at 1-847-413-5438
Teléfono gratuito: 1-800-382-2150
Correo electrónico: info.source@zurichna.com
Dirección postal:1299 Zurich Way, Schaumburg, IL 60196-1056

El Departamento de Seguros de Texas
Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439
Presente una queja en: www.tdi.texas.gov
Correo electrónico: ConsumerProtection@tdi.texas.gov
Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

Insured Name: THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SY
Policy Number: GLO 0845814-00
Effective Date: 05/19/2026

ZURICH

THIS DISCLOSURE IS ATTACHED TO AND MADE PART OF YOUR POLICY.

DISCLOSURE OF IMPORTANT INFORMATION RELATING TO TERRORISM RISK INSURANCE ACT

SCHEDULE*

Premium attributable to risk of loss from certified acts of terrorism for lines of insurance subject to TRIA:
General Liability

*Any information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act ("TRIA"), as amended, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to the risk of loss from terrorist acts certified under that Act for lines subject to TRIA. That portion of premium attributable is shown in the Schedule above. The premium shown in the Schedule above is subject to adjustment upon premium audit, if applicable.

B. Disclosure of Federal Participation in Payment of Terrorism Losses

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, the United States Government may pay up to 80% of insured losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

C. Disclosure of $100 Billion Cap on All Insurer and Federal Obligations

If aggregate insured losses attributable to terrorist acts certified under TRIA exceed $100 billion in a calendar year (January 1 through December 31) and an insurer has met its deductible under the program, that insurer 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 Treasury.

D. Availability

As required by TRIA, we have made available to you for lines subject to TRIA coverage for losses resulting from acts of terrorism certified under TRIA with terms, amounts and limitations that do not differ materially from those for losses arising from events other than acts of terrorism.

E. Definition of Act of Terrorism under TRIA

TRIA defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act ("TRIA"), to be an act of terrorism. The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

1. To be an act of terrorism;
2. To be a violent act or an act that is dangerous to human life, property or infrastructure;
3. To have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a 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 the premises of a United States mission; and

Copyright © 2020 Zurich American Insurance Company
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

4. 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.

No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed $5,000,000.

Copyright © 2020 Zurich American Insurance Company
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

Insureds Name	Policy Number	Effective Date	Endorsement Number
THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM	GLO 0845814-00	05/19/2026	

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies your insurance:

A. Cap on Losses From Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with provisions of the federal Terrorism Risk Insurance Act ("TRIA"), to be an act of terrorism. The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

1. To be an act of terrorism;
2. To be a violent act or an act that is dangerous to human life, property or infrastructure;
3. To have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a 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 the premises of a United States mission; and
4. 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.

No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed $5,000,000.

If aggregate insured losses attributable to one or more "certified acts of terrorism" exceed $100 billion in a calendar year (January 1 through December 31) 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 Treasury.

B. Application of Other Exclusions

The terms and limitations of a terrorism exclusion or any other exclusion, or the inapplicability or omission of a terrorism exclusion or any other exclusion, do not serve to create coverage which would otherwise be excluded, limited or restricted under this policy.

Copyright © 2015 Zurich American Insurance Company
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Disclosure Statement



It is our pleasure to present the enclosed policy to you
for presentation to your customer.

INSTRUCTION TO AGENT OR BROKER:

WE REQUIRE THAT YOU TRANSMIT THE ATTACHED/ENCLOSED DISCLOSURE STATEMENT TO THE CUSTOMER WITH THE POLICY.

Once again, thank you for your interest, and we look forward to meeting your needs and those of your customers.

Disclosure Statement



NOTICE OF DISCLOSURE FOR AGENT & BROKER COMPENSATION

If you want to learn more about the compensation Zurich pays agents and brokers visit:

https://www.zurichna.com/producercompensation

or call the following toll-free number: (866) 903-1192.

This Notice is provided on behalf of Zurich American Insurance Company

and its underwriting subsidiaries.

ZURICH

COMMERCIAL INSURANCE

COMMON POLICY DECLARATIONS

Policy Number GLO 0845814-00

Renewal of Number NEW

Named Insured and Mailing Address

THE BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM
210 W 7TH ST
AUSTIN TX 78701-2903

Producer and Mailing Address

MARSH USA LLC
1717 MAIN ST STE 4400
COMERICA BANK TOWER
DALLAS TX 75201-7343

Producer Code 36140-000

Policy Period: Coverage begins 05-19-2026 at 12:01 A.M.; Coverage ends 05-19-2033 at 12:01 A.M.

The name insured is ☐ Individual ☐ Partnership ☐ Corporation

☒ Other: UNIVERSITY

This insurance is provided by one or more of the stock insurance companies which are members of the Zurich-American Insurance Group. The company that provides coverage is designated on each Coverage Part Common Declarations. The company or companies providing this insurance may be referred to in this policy as "The Company", we, us, or our. The address of the companies of the Zurich-American Insurance Group are provided on the next page.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE(S):

GENERAL LIABILITY COVERAGE issued by ZURICH AMERICAN INSURANCE COMPANY	PREMIUM

THIS PREMIUM MAY BE SUBJECT TO AUDIT. This premium does not include Taxes and Surcharges.	**TOTAL**	**$**
Taxes and Surcharges	**TOTAL**	**$**

The Form(s) and Endorsement(s) made a part of this policy at the time of issue are listed on the **SCHEDULE of FORMS and ENDORSEMENTS.**

Countersigned this day of

Authorized Representative

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

Policy Number
GLO 0845814-00

SCHEDULE OF FORMS AND ENDORSEMENTS

Zurich American Insurance Company

Named Insured THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

Effective Date: 05-19-26
12:01 A.M., Standard Time

Agent Name MARSH USA LLC

Agent No. 36140-000

COMMON POLICY FORMS AND ENDORSEMENTS

U-GU-630-E CW	01-20	DISCLOSURE OF INFO RELATING TO TRIA
U-GU-767-B CW	01-15	CAP ON LOSS FROM CERTIFIED ACTS OF TERR
U-GU-D-310-A	01-93	COMMON POLICY DECLARATIONS
U-GU-619-A CW	10-02	SCHEDULE OF FORMS AND ENDORSEMENTS
U-GU-319-F	01-09	IMPORTANT NOTICE - IN WITNESS CLAUSE
U-GU-618-A CW	10-02	SCHEDULE OF LOCATIONS
U-GU-1016-A CW	06-10	KNOWLEDGE BY POSITION OR DEPARTMENT
IL 00 17	11-98	COMMON POLICY CONDITIONS
IL 00 21	09-08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDT
IL 01 68	03-12	TEXAS CHANGES-DUTIES
IL 02 75	11-13	TEXAS CHANGES-CANC & NONRENL
IL 00 03	09-08	CALCULATION OF PREMIUM
U-GU-D-639-A CW	07-07	COMBINED AGGREGATE DEDUCTIBLE SCHEDULE
U-GU-1191-A CW	03-15	SANCTIONS EXCLUSION ENDORSEMENT

GENERAL LIABILITY FORMS AND ENDORSEMENTS

U-GL-1344-D CW	07-19	RESULTING DAMAGE TO YOUR WORK
U-GL-1446-A CW	05-10	NOTIFICATION TO OTHERS OF CANCELLATION
U-GL-1517-B CW	04-13	RECORD OR DISTRB OF MATRL OR INFO EXCL
U-GL-1520-B CW	05-21	PREM & RPTS AGRMNT- COMP RTD-CNST-WRAPUP
U-GL-1522-A CW	03-13	PRIMARY & NONCONTRIB DESIG PROJ WRAP-UP
U-GL-917-C CW	08-04	INCIDENTAL MEDICAL MALPRACTICE COV ENDT
U-GL-922-B CW	12-01	NOTICE OF ERROR IN CLAIM REPORTING ENDT
U-GL-923-B CW	06-04	SILICA OR SILICA MIXED DUST EXCLUSION
U-GL-925-B CW	12-01	WAIVER OF SUBROGATION (BLANKET) ENDT.
U-GL-D-1115-B CW	09-04	COMMERCIAL GL COVERAGE PART DECLARATIONS
U-GL-1364-A CW	09-08	FELLOW EMPL CVG-DESGNTD EMPLYS/POSITIONS
U-GL-D-1306-B CW	01-13	DESIGNATED PROJECT-DECLARATIONS
CG 00 01	04-13	COMMERCIAL GENERAL LIABILITY COV FORM
CG 00 69	12-23	EXCL-VIOLATION OF LAW ADDR DATA PRIVACY
U-GL-1114-A CW	10-02	NAMED INSURED - OWNER CONTROLLED INSURANCE PROGRAM
U-GL-1114-A CW	10-02	EXTENDED ONGOING OPERATIONS COVERAGE - REPAIR WORK
U-GL-1114-A CW	10-02	NOTICE OF OCCURRENCE
U-GL-1114-A CW	10-02	EXTENDED COMPLETED OPERATIONS - DESIGNATED PROJECT
U-GL-1114-A CW	10-02	SUDDEN & ACCIDENTAL POLLUTION
U-GL-1114-A CW	10-02	MODIFICATION OF EXCLUSION J
U-GL-1054-A CW	12-01	UNINTENTIONAL FAILURE TO DISCLOSE HAZARD
U-GL-1171-B CW	07-19	FUNGI OR BACTERIA EXCLUSION ENDORSEMENT
U-GL-1175-F CW	04-13	ADDL INSD-AUTO-OWNERS LESSEES CONTRACTR
U-GL-1180ACW	09-03	LIMITED CONTRACTUAL LIABILITY
U-GL-1298-C CW	08-08	EARLIER NOTICE OF CANCEL OR NON-RENEWAL
U-GL-1336-B CW	10-07	COMBINED AGGREGATE DEDUCTIBLE
U-GL-1342-A CW	10-07	LEAD LIABILITY EXCLUSION
U-GL-1178ACW	07-03	ASBESTOS EXCLUSION ENDORSEMENT
U-GL-1299-A CW	02-07	SOLE AGENT FOR INSUREDS
U-GL-1300-A CW	01-07	JOINT DEFENSE - WRAP-UP
U-GL-1301-B CW	04-11	DAMAGE TO THE PROJECT EXCLUSION
U-GL-1305-A CW	02-07	LIMITATION OF COV TO DESIGNATED PROJECTS
U-GL-1310-B CW	01-20	DESIGNATED PROJECTS-GENERAL AGGRGATE LMT

Policy Number
GLO 0845814-00

SCHEDULE OF FORMS AND ENDORSEMENTS

Zurich American Insurance Company

Named Insured THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

Effective Date: 05-19-26
12:01 A.M., Standard Time

Agent Name MARSH USA LLC

Agent No. 36140-000

CG 01 03	06-06	TX CHANGES-CONDITIONS REQUIRING NOTICE
CG 04 37	05-14	ELECTRONIC DATA LIABILITY ENDORSEMENT
CG 21 08	12-23	EXCL-ACC/DISCL OF CONFI OR PERSONAL INFO
CG 21 34	01-87	EXCLUSION - DESIGNATED WORK
CG 22 79	04-13	EXCL-CONTRACTORS-PROF LIAB
CG 24 17	10-01	CONTRACTUAL LIABILITY - RAILROADS
CG 26 39	12-07	TX CHANGES-EMPLOY RELATED PRACTICES EXCL
U-GL-2207-A CW	07-21	DAMAGE TO YOUR PRODUCT EXCLUSION AMENDED
U-GL-2208-A CW	07-21	DAMAGE TO YOUR WORK EXCLUSION AMENDED
MGL6139ACW	04-26	EXCL-EXT INSULATION AND FINISH SYSTEMS

Important Notice – In Witness Clause

In return for the payment of premium, and subject to the terms of this policy, coverage is provided as stated in this policy.

IN WITNESS WHEREOF, this Company has executed and attested these presents and, where required by law, has caused this policy to be countersigned by its duly Authorized Representative(s).

[ ] [ ]

President *Corporate Secretary*

QUESTIONS ABOUT YOUR INSURANCE? Your agent or broker is best equipped to provide information about your insurance. Should you require additional information or assistance in resolving a complaint, call or write to the following (please have your policy or claim number ready):

Zurich in North America
Customer Inquiry Center
1299 Zurich Way
Schaumburg, Illinois 60196-1056
1-800-382-2150 (Business Hours: 8am - 4pm [CT])
Email: info.source@zurichna.com

Policy Number
GLO 0845814-00

SCHEDULE OF LOCATIONS

Zurich American Insurance Company

Named Insured THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

Effective Date: 05-19-26
12:01 A.M., Standard Time

Agent Name MARSH USA LLC

Agent No. 36140-000

Loc. No.	Bldg. No.	Designated Locations (Address, City, State, Zip Code)	Occupancy
001	001	NO FIXED ADDRESS AUSTIN, TX 73344	

Knowledge by Position or Department

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 0845814-00	05/19/2026	05/19/2033		36140000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Part
Commercial General Liability Coverage Part
Liquor Liability Coverage Part
Products/Completed Operations Liability Coverage Part
Railroad Protective Liability Coverage Part

SCHEDULE

Position or Department:	PROJECT MANAGER, RISK MANAGER OR SAFETY DIRECTOR

The following Condition is added:

Knowledge By Your Employee

1. Knowledge of an "accident", "occurrence", offense, "injury", claim, "suit" or loss by your employee will not in and of itself be considered your knowledge of the "accident", "occurrence", offense, "injury", claim, "suit" or loss unless an employee who:
   - **a.** Holds a position; or
   - **b.** Is a member of a department;

   shown in the Schedule of this endorsement receives such knowledge.
2. This endorsement does not apply unless the Schedule of this endorsement indicates at least one Position or Department.

All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

COMMON POLICY CONDITIONS

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

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

 Copyright, Insurance Services Office, Inc., 1998 □

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

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

(1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

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

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

(1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

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

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

 © ISO Properties, Inc., 2007 □

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

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

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

"Nuclear facility" means:

(a) Any "nuclear reactor";

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

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

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

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

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

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

© ISO Properties, Inc., 2007

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES – DUTIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added to the **Duties** Condition:

We will notify the first Named Insured in writing of:

1. An initial offer to settle a claim made or "suit" brought against any insured ("insured") under this coverage. The notice will be given not later than the 10th day after the date on which the offer is made.

2. Any settlement of a claim made or "suit" brought against the insured ("insured") under this coverage. The notice will be given not later than the 30th day after the date of the settlement.

© Insurance Services Office, Inc., 2011

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES – CANCELLATION AND NONRENEWAL PROVISIONS FOR CASUALTY LINES AND COMMERCIAL PACKAGE POLICIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY
FARM COVERAGE PART – FARM LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

This endorsement also modifies insurance provided under the following when written as part of a Commercial Package Policy:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. We may cancel this policy:

a. By mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 10 days before the effective date of cancellation.

However, if this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then the notice of cancellation, as described above, will be provided to the first Named Insured 30 days before the effective date of cancellation. We will also provide 30 days' written notice to each unit-owner to whom we issued a certificate or memorandum of insurance, by mailing or delivering the notice to each last mailing address known to us.

 © Insurance Services Office, Inc., 2013

b. For the following reasons, if this policy does not provide coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001 or on one- and two-family dwellings:

(1) If this policy has been in effect for 60 days or less, we may cancel for any reason except that, under the provisions of the Texas Insurance Code, we may not cancel this policy solely because the policyholder is an elected official.

(2) If this policy has been in effect for more than 60 days, or if it is a renewal or continuation of a policy issued by us, we may cancel only for one or more of the following reasons:

(a) Fraud in obtaining coverage;

(b) Failure to pay premiums when due;

(c) An increase in hazard within the control of the insured which would produce an increase in rate;

(d) Loss of our reinsurance covering all or part of the risk covered by the policy; or

(e) If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.

c. For the following reasons, if this policy provides coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001 or on one- and two-family dwellings:

(1) If this policy has been in effect for less than 90 days, we may cancel coverage for any reason.

(2) If this policy has been in effect for 90 days or more, or if it is a renewal or continuation of a policy issued by us, we may cancel coverage, only for the following reasons:

(a) If the first Named Insured does not pay the premium or any portion of the premium when due;

(b) If the Texas Department of Insurance determines that continuation of this policy would result in violation of the Texas Insurance Code or any other law governing the business of insurance in Texas;

(c) If the Named Insured submits a fraudulent claim; or

(d) If there is an increase in the hazard within the control of the Named Insured which would produce an increase in rate.

B. The following condition is added and supersedes any provision to the contrary:

Nonrenewal

1. We may elect not to renew this policy except that, under the provisions of the Texas Insurance Code, we may not refuse to renew this policy solely because the policyholder is an elected official.

2. This paragraph, **2.,** applies unless the policy qualifies under Paragraph **3.** below.

If we elect not to renew this policy, we may do so by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.

3. If this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then we will mail or deliver written notice of nonrenewal, at least 30 days before the expiration or anniversary date of the policy, to:

a. The first Named Insured; and

b. Each unit-owner to whom we issued a certificate or memorandum of insurance.

We will mail or deliver such notice to each last mailing address known to us.

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

5. The transfer of a policyholder between admitted companies within the same insurance group is not considered a refusal to renew.

© Insurance Services Office, Inc., 2013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

 © ISO Properties, Inc., 2007 □

Combined Aggregate Deductible Schedule

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement provides supplementary information to be used with the following:

Business Auto Coverage Form
Commercial General Liability Coverage Part
Employee Benefits Liability Coverage Part
Garage Coverage Form
Liquor Liability Coverage Part
Motor Carrier Coverage Form
Stop Gap – Employers Liability Coverage Part
Truckers Coverage Form
Workers Compensation and Employers Liability Policy

The Combined Aggregate Deductible is adjustable and determined as the sum of the rate(s) multiplied by the final audited Exposure(s).	Program	Estimated Exposure	Rate	Per	Of (Exposure Basis)
	ROCIP IX				Construction Value
	#703-1404 Patient Care Building 1				Construction Value

The Deductible Amounts for the policies listed here will be combined with this policy for the application of the Combined Aggregate Deductible Amount. Policy Number(s):			
WC 0845813 (ROCIP IX)	GLO 0845814 (ROCIP IX & #703-1404 Patient Care Building 1)		
WC 0845816 (#703-1404 Patient Care Building 1)			

ROCIP IX (all other enrolled projects) -	
Combined Aggregate Deductible Amount	
Minimum Combined Aggregate Deductible Amount	

Patient Care Building 1 (Project # 703-1404) -	
Combined Aggregate Deductible Amount	
Minimum Combined Aggregate Deductible Amount	

SANCTIONS EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

The following exclusion is added to the policy to which it is attached and supersedes any existing sanctions language in the policy, whether included in an Exclusion Section or otherwise:

SANCTIONS EXCLUSION

Notwithstanding any other terms under this policy, we shall not provide coverage nor will we make any payments or provide any service or benefit to any insured, beneficiary, or third party who may have any rights under this policy to the extent that such cover, payment, service, benefit, or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

The term policy may be comprised of common policy terms and conditions, the declarations, notices, schedule, coverage parts, insuring agreement, application, enrollment form, and endorsements or riders, if any, for each coverage provided. Policy may also be referred to as contract or agreement.

We may be referred to as insurer, underwriter, we, us, and our, or as otherwise defined in the policy, and shall mean the company providing the coverage.

Insured may be referred to as policyholder, named insured, covered person, additional insured or claimant, or as otherwise defined in the policy, and shall mean the party, person or entity having defined rights under the policy.

These definitions may be found in various parts of the policy and any applicable riders or endorsements.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

Important Notice

Texas Safety Consultation Services

Zurich in North America has loss control services available at no additional charge.

If you would like additional information regarding these services, please contact us at the address, or phone listed below.

Zurich Services Corporation
Risk Engineering
1299 Zurich Way
Schaumburg, Illinois 60196-1056
1-800-982-5964

By email: risk.engineering@zurichna.com

Resulting Damage To Your Work

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 0845814-00	Effective Date: 05/19/2026

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to Paragraph **1. Insuring Agreement** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**:

Damages because of "property damage" include damages the insured becomes legally obligated to pay because of "property damage" to "your work" or caused by "your work" and shall be deemed to be caused by an "occurrence" regardless of whether the "property damage" arises from breach of contract.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Notification to Others of Cancellation

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 0845814-00	05/19/2026	05/19/2033		36140000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part
Liquor Liability Coverage Part
Products/Completed Operations Liability Coverage Part

A. If we cancel this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and

2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
TO BE DETERMINED AS REQUIRED BY WRITTEN CONTRACT	30

All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Recording And Distribution Of Material Or Information In Violation Of Law Exclusion

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 0845814-00	05/19/2026	05/19/2033		36140000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Exclusion **q. Recording And Distribution Of Material Or Information In Violation Of Law** of Paragraph **2. Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

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

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

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, or any other legal liability, at common law or otherwise, that addresses, prohibits, or limits the printing, dissemination, disposal, monitoring, collecting, recording, use of, sending, transmitting, communicating or distribution of material or information.

B. Exclusion **p. Recording And Distribution Of Material Or Information In Violation Of Law** of Paragraph **2. Exclusions** of Section **I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

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

"Personal and advertising injury" directly or indirectly arising out of or based upon 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

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, or any other legal liability, at common law or otherwise, that addresses, prohibits, or limits the printing, dissemination, disposal, monitoring, collecting, recording, use of, sending, transmitting, communicating or distribution of material or information.

All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Premium And Reports Agreement – Composite Rated Policies – Controlled Insurance Program

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No.	Effective Date:

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Bases of Premium (select one):

☐ **Per $100 of "Construction Value"**

☐ **Per $100 of "Worker's Compensation payroll"**

☒ **Per $1,000 of "Construction Value"**

☐ **Per $1,000 of "Worker's Compensation payroll"**

Described Classification, Estimated Exposure, Composite Rate, Estimated Premium:

Described Classification	Estimated Exposure	Composite Rate	Estimated Premium
Construction Value – Premises			
Construction Value – Comp Ops			
	Combined Rate		
	Terrorism (1% of GL Premium)		
	Est Total Premium		
Construction Values			
Construction Values			
Construction Values			

Advance /Deposit Premium:

Minimum Premium:

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

SCHEDULE OF NON-INCLUDED ITEMS

The following project costs shall be excluded from the definition of Construction Value and shall not be considered for purposes of premium calculation, adjustment or audit:
1. Costs associated with environmental remediation;
2. The cost of equipment (not used in building construction), or payments, made to contractors or subcontractors of any tier, not enrolled in the ROCIP, that are under direct contract with the First Named Insured and performing work on a project enrolled in the ROCIP.
3. If there are unique costs to be considered for exclusion not included in the above definition, they require Approval by Head of Wrap Ups.

Paragraph **5. Premium Audit** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

5. Premium Audit

a. We will compute all premiums for this Coverage Part according to the Composite Rate(s) shown in the Schedule of this endorsement or attached hereto. We will compute the final premium due when we determine the actual exposures at the time of final audit. This endorsement does not include any terrorism premium. Any terrorism premium associated with this Coverage Part will be charged for and shown separately.

b. The first Named Insured shall pay the Advance / Deposit Premium shown in the Schedule of this endorsement on or before the first day of the policy period. In addition, the first Named Insured shall pay, within 20 days following the date of mailing or delivery of a statement of interim audited premium, any additional earned premium that we compute during any interim audit conducted by us during the policy period.

c. Within 180 days after the expiration date of the policy, we will conduct a final audit, which shall not be waived. We will compute the earned premium for the policy period by multiplying the Composite Rate for each Described Classification shown in the Schedule of this endorsement by the actual exposures as determined by such final audit. If the resulting earned premium is greater than the sum of the Advance / Deposit Premium shown in the Schedule and any interim audited premium, the first Named Insured shall pay us the excess; if less, we will return the unearned premium to the first Named Insured. However, the earned premium will not be less than the Minimum Premium shown in the Schedule. If no Minimum Premium is shown in the Schedule, such Minimum Premium shall be equal to the Advance / Deposit Premium shown in the Schedule.

d. The first Named Insured, and all contractors, subcontractors and material suppliers must keep records of the information we need for premium computation and send us copies at such times as we may request.

e. Solely with respect to this endorsement, the Composite Rate(s) applies Per $100 of Basis of Premium or Per $1,000 of Basis of Premium as indicated in the Schedule of this endorsement.

f. Solely with respect to this endorsement, the following items are defined:

(1) "Construction value":

(a) Means the amount of monies paid in connection with the "designated project(s)" including all amounts paid to contractors, subcontractors and material suppliers.

(b) Does not include:

(i) "Insurance premiums and fees", construction manager fees; land acquisition costs, architects, engineers and other design consultant fees, and costs associated with regulatory permits and approvals. However, if such "insurance premiums and fees" are used to determine the Advance / Deposit Premium shown in the Schedule of this endorsement at the beginning of the policy period due to information provided by you, such "insurance premiums and fees" will be considered part of the "construction value" amount;

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

(ii) Change orders initiated by the insured during the policy period or during an audit which address any items indicated under Paragraph **(b)(i)** above. Such change orders will not alter the "construction value" amount during the policy period or during an audit;

(iii) Costs associated with the work performed prior to the effective date of the project; or

(iv) Items described in the Schedule of Non-Included Items above; however, if such items are used to determine the Advance / Deposit Premium shown in the Schedule of this endorsement at the beginning of the policy period due to information provided by you and received by us, such items will be considered part of the "construction value" amount.

(2) "Residential building construction" means "your work" for any construction, reconstruction, remodel or repair of:

(a) Any structure occupied as, or intended to be occupied as a single family or multi-family dwelling, including but not limited to houses, townhomes, townhouses, condominiums, cooperatives, duplexes, triplexes, fourplexes or apartments;

(b) Any structure that combines any other use with "residential building construction" as described in Paragraph **(a)** above, provided such structure contains 50% or more of the occupancy or intended occupancy indicated in Paragraph **(a)** above, as measured in square footage; or

(c) Any other structure or improvement which is attached to or ancillary to any structure identified in Paragraphs **(a)** or **(b)** above,

"Residential building construction" does not include "your work" for any structure that functions solely as time shares, a hotel, a motel, a nursing home, an assisted living senior housing care facility, a college campus dormitory or government housing on military bases.

(3) "Worker's Compensation payroll" means Workers Compensation payroll as defined in the Worker's Compensation Rating Manual(s) as outlined by the governing entity of the applicable jurisdiction

(4) "Insurance premiums and fees" means the fixed premiums paid to the carrier for any Controlled Insurance Program. Such premiums include Workers Compensation, General Liability, Excess/Umbrella, Builders Risk, Environmental and Surety Bonds, and any Controlled Insurance Program administration fees of the administering broker or third party administrator.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Primary and Non-Contributory – Designated Project – Controlled Insurance Program

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Paragraph **4.a.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions** is replaced by the following:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then:

(1) Solely with respect to any other primary general liability insurance:

(a) Available to you as a Named Insured; or

(b) Available to you as an additional insured,

purchased by an enrolled contractor or enrolled subcontractor performing work under their respective contract(s) at any "designated project", our insurance is primary and non-contributory.

In this event, we will not seek contribution from any other insurance.

(2) Except with respect to Paragraph (**1**) above, we will share with all that other insurance by the method described in Paragraph **c.** below.

B. Solely with respect to Paragraph **A.a.(1)** of this endorsement, Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions** is replaced by the following:

b. Excess Insurance

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

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

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

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

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

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

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

All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Incidental Medical Malpractice Coverage Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 0845814-00	05/19/2026	05/19/2033		36140000	$	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

I. Sections **2.a.(1)(d)** of **Section II. WHO IS AN INSURED** are deleted and replaced by the following:

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insured for:

(1) "Bodily injury" or "personal and advertising injury":

(d) Arising out of his or her providing or failing to provide professional health care services, except any "bodily injury" or "personal and advertising injury" arising out of:

(1) medical or paramedical services to persons performed by any physician, dentist, nurse, emergency medical technician, paramedic or other licensed medical care person employed by you to provide such services: or

(2) emergency cardiopulmonary resuscitation (CPR) or first aid services performed by any other employee of yours who is not a licensed medical professional.

II. Any insurance coverage provided by this endorsement is excess over any other valid and collectible insurance.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

Notice of Error In Claim Reporting Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 0845814-00	05/19/2026	05/19/2033		36140000	$	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to **Duties In The Event Of Occurrence, Offense, Claim or Suit** of **Section IV - Commercial General Liability Conditions**:

e. In the event that an insured reports an "occurrence" to the workers compensation carrier of the named insured, and this "occurrence" later develops into a General Liability claim covered by this policy, the failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed in violation of this condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

Silica or Silica Mixed Dust Exclusion

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 0845814-00	05/19/2026	05/19/2033		36140000	$	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part
Products-Completed Operations Liability Coverage Part

The following additional exclusion is added to **2. Exclusions** of **Section I. Coverages**:

2. Exclusions

This insurance does not apply to:

Silica or Silica Mixed Dust

A. "Bodily injury", "property damage" or "personal and advertising injury" caused directly or indirectly, in whole or in part, by the actual, alleged or threatened inhalation, ingestion, absorption, exposure to, existence of or presence of "silica"; or

B. Loss, costs or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any manner responding to or assessing the effects of "silica" by any insured or by any other person or entity.

C. For the purposes of this exclusion, the following definition applies:

"Silica" means:

(1) Any form of crystalline or non-crystalline (amorphous) silica, silica particles, silica compounds, silica dust or silica mixed or combined with dust or other particles; or

(2) Synthetic silica, including precipitated silica, silica gel, pyrogenic or fumed silica or silica-flour.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 0845814-00	05/19/2026	05/19/2033		36140000	$	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy Number: GLO 0845814-00

ZURICH AMERICAN INSURANCE COMPANY

Named Insured THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

Policy Period: Coverage begins 05-19-2026 at 12:01 A.M.; Coverage ends 05-19-2033 at 12:01 A.M.

Producer Name: MARSH USA LLC Producer No. 36140-000

Item 1. Business Description:

Item 2. Limits of Insurance

GENERAL AGGREGATE LIMIT	$ 5,000,000	
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	$ 5,000,000	
EACH OCCURRENCE LIMIT	$ 2,000,000	
DAMAGE TO PREMISES RENTED TO YOU LIMIT	$ 500,000	Any one premises
MEDICAL EXPENSE LIMIT	$ 10,000	Any one person
PERSONAL AND ADVERTISING INJURY LIMIT	$ 2,000,000	Any one person or organization

Item 3. Retroactive Date **(CG 00 02 ONLY)**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" offense which occurs before the Retroactive Date, if any, shown here: NONE
(Enter Date or "None" if no Retroactive Date applies)

Item 4. Form of Business and Location Premises

Form of Business: UNIVERSITY

Location of All Premises You Own, Rent or Occupy: **See Schedule of Locations**

Item 5. Schedule of Forms and Endorsements

Form(s) and Endorsement(s) made a part of this Policy at time of issue:
See Schedule of Forms and Endorsements

Item 6. Premiums

Coverage Part Premium:

Other Premium:

Total Premium:

Fellow Employee Coverage – Designated Employees/Positions

ZURICH®

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

Named Insured / Mailing Address:

THE BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM
210 W 7TH ST
AUSTIN TX 78701-2903

Producer:

36140-000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person(s), Job Title(s) or Position(s):

SUPERVISORY PERSONNEL OR ONSITE PROJECT MANAGEMENT

(If no entry appears above, the position of "executive officer" applies.)

Solely with respect to the "employee(s)" shown in the Schedule above, the following is added at the end of Paragraph **2.a.(1)(a)** of **Section II – Who Is An Insured**:

However, the "employee(s)" shown in the Schedule above is considered an insured(s) for "bodily injury" or "personal and advertising injury" to a co-"employee" while such co-"employee" is in the course of his or her employment or performing duties related to the conduct of your business.

All other terms and conditions of your Policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

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

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

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

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

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

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

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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

 © Insurance Services Office, Inc., 2012

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

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

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1), (2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

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

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

© Insurance Services Office, Inc., 2012

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

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

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

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

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

 © Insurance Services Office, Inc., 2012

(4) Personal property in the care, custody or control of the insured;

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

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

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

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

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

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

k. Damage To Your Product

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

l. Damage To Your Work

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

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

m. Damage To Impaired Property Or Property Not Physically Injured

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

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

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

n. Recall Of Products, Work Or Impaired Property

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

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

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

o. Personal And Advertising Injury

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

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

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

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

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

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

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

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

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

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

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

b. Material Published With Knowledge Of Falsity

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

c. Material Published Prior To Policy Period

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

d. Criminal Acts

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

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

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

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

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

h. Wrong Description Of Prices

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

 © Insurance Services Office, Inc., 2012

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

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

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

j. Insureds In Media And Internet Type Businesses

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

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

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

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

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

k. Electronic Chatrooms Or Bulletin Boards

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

l. Unauthorized Use Of Another's Name Or Product

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

m. Pollution

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

n. Pollution-related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

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

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

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

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

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

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

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

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

c. Injury On Normally Occupied Premises

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

d. Workers' Compensation And Similar Laws

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

e. Athletics Activities

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

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A.**

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

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

a. All expenses we incur.

b. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

© Insurance Services Office, Inc., 2012

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

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

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

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

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

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

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

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

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C;**

b. Damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B.**

 © Insurance Services Office, Inc., 2012

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

   a. Damages under Coverage **A**; and

   b. Medical expenses under Coverage **C**

   because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**

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

2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**

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

   (1) How, when and where the "occurrence" or offense took place;

   (2) The names and addresses of any injured persons and witnesses; and

   (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

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

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

   (2) Notify us as soon as practicable.

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

   c. You and any other involved insured must:

   (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

   (2) Authorize us to obtain records and other information;

   (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

   (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

   d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. **Legal Action Against Us**

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

   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

   b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

   A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

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

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

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

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

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

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

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

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

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

 © Insurance Services Office, Inc., 2012

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

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

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

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

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

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

4. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;

(2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

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

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

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

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

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

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

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

9. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

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

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

 © Insurance Services Office, Inc., 2012

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

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

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

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

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

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

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

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

21. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

© Insurance Services Office, Inc., 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – VIOLATION OF LAW ADDRESSING DATA PRIVACY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

Violation Of Law Addressing Data Privacy

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

a. Any federal, state or local statute, ordinance, regulation or other law that addresses, prohibits, or limits access to, use of or the printing, dissemination, disposal, obtaining, collecting, storing, safeguarding, recording, retention, sending, transmitting, communicating, selling or distribution of any person's or organization's confidential or personal material or information, including financial, health, biometric or other nonpublic material or information.

Any such federal, state or local statute, ordinance, regulation or other law includes but is not limited to:

(1) The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or

(2) The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law; or

b. Any law of a jurisdiction other than the United States of America (including its territories and possessions) or Puerto Rico that is similar to any statute, ordinance, regulation or other law described in Paragraph **a.** above, including but not limited to the European Union's General Data Protection Regulation.

B. The following is added to Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

Violation Of Law Addressing Data Privacy

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

a. Any federal, state or local statute, ordinance, regulation or other law that addresses, prohibits, or limits access to, use of or the printing, dissemination, disposal, obtaining, collecting, storing, safeguarding, recording, retention, sending, transmitting, communicating, selling or distribution of any person's or organization's confidential or personal material or information, including financial, health, biometric or other nonpublic material or information.

Any such federal, state or local statute, ordinance, regulation or other law includes but is not limited to:

(1) The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or

(2) The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law; or

b. Any law of a jurisdiction other than the United States of America (including its territories and possessions) or Puerto Rico that is similar to any statute, ordinance, regulation or other law described in Paragraph **a.** above, including but not limited to the European Union's General Data Protection Regulation.

 © Insurance Services Office, Inc., 2022

Policy Number
GLO 0845814-00

ENDORSEMENT

ZURICH AMERICAN INSURANCE COMPANY

Named Insured	THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM	Effective Date:	05-19-26 12:01 A.M., Standard Time
Agent Name	MARSH USA LLC	Agent No.	36140-000

NAMED INSURED - OWNER CONTROLLED INSURANCE PROGRAM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE:
COMMERCIAL GENERAL LIABILITY COVERAGE PART
A. THE FOLLOWING IS ADDED TO SECTION II - WHO IS AN INSURED:
1. SUBJECT TO PARAGRAPH 2. BELOW, A CONTRACTOR OF ANY TIER WILL QUALIFY AS A NAMED INSURED, IF SUCH CONTRACTOR:
A. IS ENROLLED IN THE OWNER CONTROLLED INSURANCE PROGRAM FOR WHICH THIS POLICY IS PROVIDED; AND
B. PERFORMS OPERATIONS AT A "DESIGNATED PROJECT".
2. UNLESS ADDED BY SEPARATE ENDORSEMENT, THE FOLLOWING ARE NOT AN INSURED UNDER THIS POLICY:
A. VENDORS, SUPPLIERS, MATERIAL DEALERS, ABATEMENT CONTRACTORS, BLASTING CONTRACTORS, DELIVERY PERSONS, HAULERS, HAZARDOUS WASTE REMOVAL CONTRACTORS;
B. ANY PERSON OR ORGANIZATION THAT MANUFACTURES OR FABRICATES PRODUCTS OR COMPONENTS OUTSIDE THE "DESIGNATED PROJECT" THAT DOES NOT ALSO INSTALL THE PRODUCT OR COMPONENT AT THE "DESIGNATED PROJECT"; OR
C. OTHER THAN THE PERSONS OR ORGANIZATIONS REFERENCED IN 3. BELOW, ANY CONTRACTOR OR OTHER PERSON OR ORGANIZATION THAT DOES NOT HAVE DEDICATED PAYROLL FOR EMPLOYEES ON-SITE AT THE "DESIGNATED PROJECT".
3. THE PERSON OR ORGANIZATION SHOWN IN THE DECLARATIONS OF THIS POLICY AND THEIR SUBSIDIARIES, ASSOCIATED AND AFFILIATED COMPANIES, SUCCESSORS, OR ASSIGNS, AS NOW EXIST OR MAY HEREAFTER BE ACQUIRED OR FORMED, AND ANY CORPORATION OR OTHER BUSINESS ORGANIZATION WHICH THE PERSON OR ORGANIZATION SHOWN IN THE DECLARATIONS OF THIS POLICY OWNS, OPERATES OR CONTROLS, INCLUDING THE INTEREST AS SUCCESSOR TO ANY CORPORATION OR OTHER BUSINESS ORGANIZATION ACQUIRED, MERGED, OR TRANSFORMED INTO ANY OF THE FOREGOING, AND OTHER INTERESTS AS ARE NOW OR HEREAFTER RELATED TO THE PERSON OR ORGANIZATION SHOWN IN THE DECLARATIONS OF THIS POLICY ARE NOT INSURED FOR "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" ARISING FROM THEIR OWN ACTS OR OMISSIONS. SUCH PERSONS OR ORGANIZATIONS ARE NAMED INSUREDS ONLY FOR LIABILITY ARISING FROM:
A. THE ACTS OR OMISSIONS OF THE NAMED INSUREDS DESCRIBED IN PARAGRAPH 1. ABOVE; OR
B. THE ACTS OF "EMPLOYEES" AS INSUREDS AS PROVIDED IN PARAGRAPH B. BELOW, BUT ONLY WHILE THOSE "EMPLOYEES" ARE PERFORMING DUTIES SOLELY RELATED TO CONSTRUCTION ACTIVITIES AT THE "DESIGNATED PROJECT".
B. SOLELY WITH RESPECT TO THE PERSON OR ORGANIZATION DESIGNATED IN PARAGRAPH A.3. OF THIS ENDORSEMENT, PARAGRAPH 2.A. OF SECTION II - WHO IS AN INSURED IS REPLACED BY THE FOLLOWING:
2. EACH OF THE FOLLOWING IS ALSO AN INSURED:
A. YOUR "EMPLOYEES", OTHER THAN EITHER YOUR "EXECUTIVE OFFICERS" (IF YOU ARE AN ORGANIZATION OTHER THAN A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY) OR YOUR MANAGERS (IF YOU ARE A LIMITED LIABILITY COMPANY), BUT ONLY FOR ACTS WITHIN THE SCOPE OF THEIR EMPLOYMENT BY YOU WHILE PERFORMING DUTIES SOLELY RELATED TO CONSTRUCTION ACTIVITIES AT THE "DESIGNATED PROJECT". HOWEVER, NONE OF THESE "EMPLOYEES" ARE INSUREDS FOR:
(1) "BODILY INJURY" OR "PERSONAL AND ADVERTISING INJURY":
(A) TO YOU, TO YOUR PARTNERS OR MEMBERS (IF YOU ARE A PARTNERSHIP OR JOINT VENTURE), TO YOUR MEMBERS (IF YOU ARE A LIMITED LIABILITY COMPANY), TO A CO-"EMPLOYEE" WHILE IN THE COURSE OF HIS OR HER EMPLOYMENT OR PERFORMING DUTIES RELATED TO THE CONDUCT OF YOUR

Policy Number
GLO 0845814-00

ENDORSEMENT

ZURICH AMERICAN INSURANCE COMPANY

Named Insured	THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM	Effective Date:	05-19-26 12:01 A.M., Standard Time
Agent Name	MARSH USA LLC	Agent No.	36140-000

NAMED INSURED - OWNER CONTROLLED INSURANCE PROGRAM

BUSINESS
(B) TO THE SPOUSE, CHILD, PARENT, BROTHER OR SISTER OF THAT CO-"EMPLOYEE" AS A CONSEQUENCE OF PARAGRAPH (1)(A) ABOVE;
(C) FOR WHICH THERE IS ANY OBLIGATION TO SHARE DAMAGES WITH OR REPAY SOMEONE ELSE WHO MUST PAY DAMAGES BECAUSE OF THE INJURY DESCRIBED IN PARAGRAPHS (1)(A) OR (B) ABOVE; OR
(D) ARISING OUT OF HIS OR HER PROVIDING OR FAILING TO PROVIDE PROFESSIONAL HEALTH CARE SERVICES.
(2) "PROPERTY DAMAGE" TO PROPERTY:
(A) OWNED, OCCUPIED OR USED BY;
(B) RENTED TO, IN THE CARE, CUSTODY OR CONTROL OF, OR OVER WHICH PHYSICAL CONTROL IS BEING EXERCISED FOR ANY PURPOSE BY; YOU, ANY OF YOUR "EMPLOYEES", ANY PARTNER OR MEMBER (IF YOU ARE A PARTNERSHIP OR JOINT VENTURE), OR ANY MEMBER (IF YOU ARE A LIMITED LIABILITY COMPANY).
C. FOR PURPOSES OF THIS ENDORSEMENT, "DESIGNATED PROJECT" IS DEFINED IN THE LIMITATION OF COVERAGE TO DESIGNATED PROJECT(S) ENDORSEMENT (U-GL-1305) ATTACHED TO THIS COVERAGE PART.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number
GLO 0845814-00

ENDORSEMENT

ZURICH AMERICAN INSURANCE COMPANY

Named Insured	THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM	Effective Date:	05-19-26 12:01 A.M., Standard Time
Agent Name	MARSH USA LLC	Agent No.	36140-000

EXTENDED ONGOING OPERATIONS COVERAGE - REPAIR WORK

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE:
COMMERCIAL GENERAL LIABILITY COVERAGE PART
THE INTRODUCTION TO THIS COVERAGE PART AND SECTION II. WHO IS AN INSURED IS AMENDED TO INCLUDE THE FOLLOWING ADDITIONAL PROVISION:
NO PERSON OR ORGANIZATION WILL QUALIFY AS A NAMED INSURED UNDER THIS COVERAGE PART IF THAT PERSON(S) OR ORGANIZATION(S) HAS ANY OWNERSHIP INTEREST IN THE "DESIGNATED PROJECT" OR THE LOCATION WHERE "REPAIR WORK" IS BEING PERFORMED.
A. THE INSURANCE PROVIDED UNDER COVERAGE A. OF THIS COVERAGE PART AS RESPECTS THE "DESIGNATED PROJECT" IS EXTENDED TO APPLY TO ONGOING "REPAIR WORK" PERFORMED SUBSEQUENT TO THE "PROJECT COMPLETION DATE". OUR COVERAGE FOR ONGOING "REPAIR WORK" ONLY BEGINS ON THE "PROJECT COMPLETION DATE" OF THE "DESIGNATED PROJECT" AND EXPIRES 2 (TWO) YEARS AFTER THE "PROJECT COMPLETION DATE". IF NO TIME PERIOD IS SHOWN ABOVE, THEN THE COVERAGE PROVIDED BY THIS ENDORSEMENT
EXPIRES 2 (TWO) YEARS AFTER THE "PROJECT COMPLETION DATE".
B. FOR PURPOSES OF THE COVERAGE PROVIDED BY THIS ENDORSEMENT, THE FOLLOWING CHANGES APPLY AS RESPECTS SECTION I. COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:
1. INSURING AGREEMENT B. (1) AND (2) ARE REPLACED WITH THE FOLLOWING:
B. THIS INSURANCE APPLIES TO "BODILY INJURY" AND "PROPERTY DAMAGE" ONLY IF:
(1) THE "BODILY INJURY" OR "PROPERTY DAMAGE" IS CAUSED SOLELY BY AN "OCCURRENCE" THAT ARISES OUT OF "REPAIR WORK" BEING PERFORMED BY OR ON BEHALF OF A NAMED INSURED AT THE "DESIGNATED PROJECT" IN THE "COVERAGE TERRITORY"; AND
(2) THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS WITHIN THE PERIOD IDENTIFIED IN PARAGRAPH A ABOVE.
2. EXCLUSIONS IS AMENDED TO INCLUDE THE FOLLOWING ADDITIONAL EXCLUSION:
THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY" OR "PROPERTY DAMAGE" INCLUDED WITHIN THE "PRODUCTSCOMPLETED OPERATIONS HAZARD."
3. THE FOLLOWING PARAGRAPH IS ADDED AFTER THE LAST PARAGRAPH UNDER SECTION III LIMITS OF INSURANCE: U-GL-1114. NO ADDITIONAL LIMITS OF INSURANCE ARE PROVIDED FOR EXTENDED ONGOING OPERATIONS COVERAGE - REPAIR WORK. THE COVERAGE A. LIMITS OF INSURANCE APPLICABLE TO THIS COVERAGE ARE THE LIMITS APPLYING TO THE LAST ANNUAL PERIOD OF THIS POLICY THESE EACH OCCURRENCE AND GENERAL AGGREGATE LIMITS APPLY TO ALL COVERED "REPAIR WORK" DAMAGES INCURRED DURING THE LAST ANNUAL PERIOD OF THE POLICY AND THE ENTIRE EXTENDED ONGOING OPERATIONS COVERAGE - REPAIR WORK PERIOD (AS DESIGNATED IN PARAGRAPH A. OF THIS ENDORSEMENT) AS WELL AS TO ANY OTHER COVERED DAMAGES, OTHER THAN "REPAIR WORK" DAMAGES, SUBJECT TO THESE LIMITS THAT MAY ALSO BE INCURRED DURING THE LAST REGULAR ANNUAL PERIOD OF THE POLICY. 4. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS IS AMENDED AS FOLLOWS:
A. THE FOLLOWING CONDITION IS ADDED: THE COVERAGE PROVIDED BY THIS ENDORSEMENT SHALL NOT TAKE EFFECT IF THIS POLICY IS CANCELED FOR ANY REASON. B. CONDITION 4. OTHER INSURANCE, B. EXCESS INSURANCE, PARAGRAPH (1) IS AMENDED TO INCLUDE:

Policy Number
GLO 0845814-00

ENDORSEMENT

ZURICH AMERICAN INSURANCE COMPANY

Named Insured	THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM	Effective Date:	05-19-26 12:01 A.M., Standard Time
Agent Name	MARSH USA LLC	Agent No.	36140-000

EXTENDED ONGOING OPERATIONS COVERAGE - REPAIR WORK

(E) ANY OTHER PRIMARY INSURANCE AVAILABLE TO YOU COVERING LIABILITY FOR DAMAGES ARISING OUT OF
THE "REPAIR WORK", FOR WHICH YOU HAVE BEEN ADDED AS AN ADDITIONAL INSURED BY ATTACHMENT
OF AN ENDORSEMENT TO ANY OTHER POLICY PROVIDING COVERAGE FOR THE SAME "OCCURRENCE", CLAIM OR "SUIT".
5. THE FOLLOWING ADDITIONAL DEFINITIONS ARE ADDED TO SECTION V. DEFINITIONS:
A. "REPAIR WORK" MEANS THE ONGOING PERIODIC INSPECTIONS, CORRECTIONS, REPAIR OR REPLACEMENT WORK AT THE "DESIGNATED PROJECT", PURSUANT TO OBLIGATIONS YOU HAVE ASSUMED UNDER THE CONSTRUCTION AGREEMENT ENTERED INTO DURING THE POLICY TERM AND FOR WHICH COMPENSATION HAS BEEN PAID TO YOU AS A NAMED INSURED UNDER THE CONTROLLED INSURANCE PROGRAM COVERED BY THIS POLICY.
B. "PROJECT COMPLETION DATE" MEANS THE EARLIEST DATE WITHIN OUR POLICY PERIOD OF THE FOLLOWING:
(1) THE DATE OF FINAL WRITTEN ACCEPTANCE OF THE "DESIGNATED PROJECT" BY THE FIRST NAMED INSURED OR ITS DESIGNATED REPRESENTATIVE; OR
(2) WHEN ALL OF THE WORK CALLED FOR IN YOUR CONTRACT HAS BEEN COMPLETED AND THE PARTIES TO THE
CONTRACT AGREE THAT THE "PROJECT COMPLETION DATE" HAS BEEN ATTAINED; OR
(3) WHEN THAT PART OF THE WORK DONE AT A "DESIGNATED PROJECT" STRUCTURE, SITE OR LOCATION HAS BEEN ACCEPTED BY THE FIRST NAMED INSURED OR ITS DESIGNATED REPRESENTATIVE AND HAS BEEN PUT TO ITS INTENDED USE OR IS READY FOR ITS INTENDED USE BY ANY PERSON OR ORGANIZATION OTHER THAN ANOTHER CONTRACTOR OR SUBCONTRACTOR WORKING ON THE SAME "DESIGNATED PROJECT"; OR
(4) WHEN ALL OF THE WORK TO BE DONE AT THE "DESIGNATED PROJECT" STRUCTURE, SITE OR LOCATION IS
SUBSTANTIALLY COMPLETE AND IS IN USE OR IS READY FOR ITS INTENDED USE, IF YOUR CONTRACT CALLS FOR WORK AT MORE THAN ONE STRUCTURE, SITE OR LOCATION.
(5) WHEN ADVISED BY THE UNIVERSITY OF TEXAS RISK MANAGEMENT AND THE DESIGNATED REPRESENTATIVE
OF THE FIRST NAMED INSURED FOR THE PROJECT THAT THE "DESIGNATED PROJECT HAS ATTAINED ITS "PROJECT COMPLETION DATE".

ALL OTHER TERMS AND CONDITIONS OF THE POLICY, THE COMMERCIAL GENERAL LIABILITY DEDUCTIBLE ENDORSEMENT, AND ANY OTHER ENDORSEMENT TO THE POLICY REMAIN THE SAME.

Policy Number
GLO 0845814-00

ENDORSEMENT

ZURICH AMERICAN INSURANCE COMPANY

Named Insured	THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM	Effective Date:	05-19-26 12:01 A.M., Standard Time
Agent Name	MARSH USA LLC	Agent No.	36140-000

NOTICE OF OCCURRENCE

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED BY THE FOLLOWING:
COMMERCIAL GENERAL LAIBILITY COVERAGE PART
THE FOLLOWING IS ADDED TO SECTION IV - COMMERCIAL GENERAL LIABILTY CONDITIONS, PARAGRAPH 2 - DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT:
E. IF YOU REPORT AN "OCCURRENCE", OFFENSE CLAIM OR "SUIT" TO ANOTHER INSURER AND LATER DISCOVER THAT YOU SHOULD HAVE REPORTED THE "OCCURRENCE", OFFENSE, CLAIM OR "SUIT" TO US, WE WILL NOT CONSIDER YOUR FAILURE TO REPORT THE "OCCURRENCE", OFFENSE, CLAIM, OR "SUIT" EARLIER A VIOLATION OF YOUR DUTIES IN THE EVENT OF "OCCURRENCE", OFFENSE, CLAIM OR "SUIT" AS LONG AS YOU GIVE US NOTICE AS SOON AS YOU ARE AWARE THAT THE "OCCURRENCE", OFFENSE, CLAIM OR "SUIT" SHOULD HAVE BEEN REPORTED TO US.

Policy Number
GLO 0845814-00

ENDORSEMENT

ZURICH AMERICAN INSURANCE COMPANY

Named Insured	THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM	Effective Date:	05-19-26 12:01 A.M., Standard Time
Agent Name	MARSH USA LLC	Agent No.	36140-000

EXTENDED COMPLETED OPERATIONS - DESIGNATED PROJECT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE:
COMMERCIAL GENERAL LIABILITY COVERAGE PART
1. IT IS AGREED THAT FOR EACH "DESIGNATED PROJECT" IDENTIFIED IN A DESIGNATED PROJECT - DECLARATIONS ENDORSEMENT TO THIS POLICY, THE COVERAGE PROVIDED UNDER THE "PRODUCTS-COMPLETED OPERATIONS HAZARD" OF THIS POLICY SHALL BE EXTENDED FOR THE PERIOD SHOWN IN THE EXTENDED COMPLETED OPERATIONS COVERAGE PERIOD SECTION OF THE DESIGNATED PROJECT-DECLARATIONS ENDORSEMENT(S). THE EXTENDED COMPLETED OPERATIONS COVERAGE PERIOD SHALL BEGIN ON THE "PROJECT COMPLETION DATE" OF THE "DESIGNATED PROJECT".
THIS EXTENDED COMPLETED OPERATIONS COVERAGE APPLIES ONLY TO "BODILY INJURY" AND "PROPERTY DAMAGE" THAT OCCURS DURING THE EXTENDED COMPLETED OPERATION COVERAGE PERIOD AND IS CAUSED BY AN "OCCURRENCE". ALL OTHER TERMS AND CONDITIONS OF THIS POLICY AND ENDORSEMENTS APPLY TO THE EXTENDED COMPLETED OPERATIONS COVERAGE UNLESS EXPRESSLY REVISED BY ENDORSEMENT.
2. THE EXTENDED COMPLETED OPERATIONS COVERAGE AFFORDED BY THIS ENDORSEMENT SHALL NOT TAKE EFFECT IF THIS POLICY IS CANCELLED FOR ANY REASON OTHER THAN EARLY COMPLETION OF THE PROJECT.
3. FOR PURPOSES OF THIS INSURANCE, THE FOLLOWING ADDITIONAL DEFINITION APPLIES:
"PROJECT COMPLETION DATE" MEANS THE EARLIEST DATE WITHIN OUR POLICY PERIOD OF THE FOLLOWING:
(1) THE DATE OF FINAL WRITTEN ACCEPTANCE OF THE "DESIGNATED PROJECT" BY THE FIRST NAMED INSURED OR ITS DESIGNATED REPRESENTATIVE; OR
(2) WHEN ALL OF THE WORK CALLED FOR IN YOUR CONTRACT HAS BEEN COMPLETED AND THE PARTIES TO THE CONTRACT AGREE THAT THE "PROJECT COMPLETION DATE" HAS BEEN ATTAINED; OR
(3) WHEN THAT PART OF THE WORK DONE AT A "DESIGNATED PROJECT" STRUCTURE, SITE OR LOCATION HAS BEEN ACCEPTED BY THE FIRST NAMED INSURED OR ITS DESIGNATED REPRESENTATIVE AND HAS BEEN PUT TO ITS INTENDED USE OR IS READY FOR ITS INTENDED USE BY ANY PERSON OR ORGANIZATION OTHER THAN ANOTHER CONTRACTOR OR SUBCONTRACTOR WORKING ON THE SAME "DESIGNATED PROJECT"; OR (4) WHEN ALL OF THE WORK TO BE DONE AT THE "DESIGNATED PROJECT" STRUCTURE, SITE OR LOCATION IS SUBSTANTIALLY COMPLETE AND IS IN USE OR IS READY FOR ITS INTENDED USE, IF YOUR CONTRACT CALLS FOR WORK AT MORE THAN ONE STRUCTURE, SITE OR LOCATION; OR (5) WHEN ADVISED BY UNIVERSITY OF TEXAS RISK MANAGEMENT AND THE DESIGNATED REPRESENTATIVE OF THE FIRST NAMED INSURED FOR THE PROJECT THAT THE "DESIGNATED PROJECT" HAS ATTAINED ITS "PROJECT COMPLETION DATE".
ALL OTHER TERMS AND CONDITIONS OF THE POLICY NOT CHANGED BY THE PROVISIONS OF THIS ENDORSEMENT CONTINUE TO APPLY AS CURRENTLY WRITTEN.

Policy Number
GLO 0845814-00

ENDORSEMENT

ZURICH AMERICAN INSURANCE COMPANY

Named Insured	THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM	Effective Date:	05-19-26 12:01 A.M., Standard Time
Agent Name	MARSH USA LLC	Agent No.	36140-000

SUDDEN & ACCIDENTAL POLLUTION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
TOTAL POLLUTION EXCLUSION WITH A BUILDING HEATING, COOLING AND DEHUMIDIFYING EQUIPMENT EXCEPTION, HOSTILE FIRE EXCEPTION, AND SHORT-TERM DISCHARGE EXCEPTION
THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCLUSION F. UNDER PARAGRAPH 2. EXCLUSIONS OF SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY IS REPLACED BY THE FOLLOWING:
THIS INSURANCE DOES NOT APPLY TO:
F. POLLUTION
(1) "BODILY INJURY" OR "PROPERTY DAMAGE" WHICH WOULD NOT HAVE OCCURRED IN WHOLE OR PART BUT FOR THE ACTUAL, ALLEGED OR THREATENED DISCHARGE, DISPERSAL, SEEPAGE, MIGRATION, RELEASE OR ESCAPE OF "POLLUTANTS" AT ANY TIME.
THIS EXCLUSION DOES NOT APPLY TO:
(A) "BODILY INJURY" IF SUSTAINED WITHIN A BUILDING WHICH IS OR WAS AT ANY TIME OWNED OR OCCUPIED BY, OR RENTED OR LOANED TO, ANY INSURED AND CAUSED BY SMOKE, FUMES, VAPOR OR SOOT PRODUCED BY OR ORIGINATING FROM EQUIPMENT THAT IS USED TO HEAT, COOL OR DEHUMIDIFY THE BUILDING, OR EQUIPMENT THAT IS USED TO HEAT WATER FOR PERSONAL USE, BY THE BUILDING'S OCCUPANTS OR THEIR GUESTS; OR
(B) "BODILY INJURY" OR "PROPERTY DAMAGE" ARISING OUT OF HEAT, SMOKE OR FUMES FROM A "HOSTILE FIRE" UNLESS THAT "HOSTILE FIRE" OCCURRED OR ORIGINATED:
(I) AT ANY PREMISES, SITE OR LOCATION WHICH IS OR WAS AT ANY TIME USED BY OR FOR ANY INSURED OR OTHERS FOR THE HANDLING, STORAGE, DISPOSAL, PROCESSING OR TREATMENT OF WASTE; OR
(II) AT ANY PREMISES, SITE OR LOCATION ON WHICH ANY INSURED OR ANY CONTRACTORS OR SUBCONTRACTORS WORKING DIRECTLY OR INDIRECTLY ON ANY INSURED'S BEHALF ARE PERFORMING OPERATIONS TO TEST FOR, MONITOR, CLEAN UP, REMOVE, CONTAIN, TREAT, DETOXIFY, NEUTRALIZE OR IN ANY WAY RESPOND TO, OR ASSESS THE EFFECTS OF, "POLLUTANTS".
(C) "BODILY INJURY" OR "PROPERTY DAMAGE" ARISING OUT OF A "SHORT-TERM DISCHARGE", AND YOU NOTIFIED US OF THE "SHORT-TERM DISCHARGE" AS SOON AS PRACTICABLE BUT NO MORE THAN SEVEN (7) DAYS AFTER ITS ENDING.
(2) ANY LOSS, COST OR EXPENSE ARISING OUT OF ANY:
(A) REQUEST, DEMAND, ORDER OR STATUTORY OR REGULATORY REQUIREMENT THAT ANY INSURED OR OTHERS TEST FOR, MONITOR, CLEAN UP, REMOVE, CONTAIN, TREAT, DETOXIFY OR NEUTRALIZE, OR IN ANY WAY RESPOND TO, OR ASSESS THE EFFECTS OF, "POLLUTANTS"; OR
(B) CLAIM OR SUIT BY OR ON BEHALF OF A GOVERN-MENTAL AUTHORITY FOR DAMAGES BECAUSE OF TESTING FOR, MONITORING, CLEANING UP, REMOVING, CONTAINING, TREATING, DETOXIFYING OR NEUTRALIZING, OR IN ANY WAY RESPONDING TO, OR ASSESSING THE EFFECTS OF, "POLLUTANTS".
(3) THE FOLLOWING IS ADDED TO THE DEFINITIONS SECTION:
(A) "SHORT-TERM DISCHARGE" MEANS A DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF A FIRE SUPPRESSION AGENT OTHER THAN WATER WHICH:
1. BEGINS DURING THE POLICY PERIOD;
2. BEGINS AT AN IDENTIFIED TIME AND PLACE;
3. ENDS, IN ITS ENTIRETY, AT AN IDENTIFIED TIME WITHIN FOUR (4) HOURS OF THE BEGINNING OF THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF THE FIRE SUPPRESSION AGENT, AND;
4. IS NOT A RESULT OF VANDALISM OR MALICIOUS MISCHIEF.

Policy Number
GLO 0845814-00

ENDORSEMENT

ZURICH AMERICAN INSURANCE COMPANY

Named Insured	THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM	Effective Date:	05-19-26 12:01 A.M., Standard Time
Agent Name	MARSH USA LLC	Agent No.	36140-000

SUDDEN & ACCIDENTAL POLLUTION

TO BE A "SHORT-TERM DISCHARGE", THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF FIRE SUPPRESSION AGENT NEED NOT BE CONTINUOUS. HOWEVER, IF THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE IS NOT CONTINUOUS, THEN ALL DISCHARGES, DISPERSALS, RELEASES OR ESCAPES OF THE SAME FIRE SUPPRESSION AGENT FROM ESSENTIALLY THE SAME SOURCE, CONSIDERED TOGETHER, MUST SATISFY PROVISIONS 1. THROUGH 4. OF THIS DEFINITION TO BE CONSIDERED A "SHORT-TERM DISCHARGE".

Policy Number
GLO 0845814-00

ENDORSEMENT

ZURICH AMERICAN INSURANCE COMPANY

Named Insured	THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM	Effective Date:	05-19-26 12:01 A.M., Standard Time
Agent Name	MARSH USA LLC	Agent No.	36140-000

MODIFICATION OF EXCLUSION J

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE:
COMMERCIAL GENERAL LIABILITY COVERAGE PART
THE FOLLOWING IS ADDED TO PARAGRAPH 2. EXCLUSIONS - J. DAMAGE TO PROPERTY
THE PHRASE "THAT PARTICULAR PART" IN PARAGRAPH (5) OF THIS EXCLUSION REFERS SOLELY TO THE DISTINCT COMPONENTS OF THE REAL PROPERTY ON WHICH YOU OR ANY CONTRACTORS OR SUBCONTRACTORS WORKING DIRECTLY OR INDIRECTLY ON YOUR BEHALF ARE PERFORMING OPERATIONS.
THE PHRASE "THAT PARTICULAR PART" IN PARAGRAPH (6) OF THIS EXCLUSION REFERS SOLELY TO THE DISTINCT COMPONENTS OF THE PROPERTY ON WHICH "YOUR WORK" WAS INCORRECTLY PERFORMED.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Unintentional Failure to Disclose Hazards

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 0845814-00	05/19/2026	05/19/2033		36140000	$	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Form

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this Commercial General Liability Coverage Form will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery.

Fungi Or Bacteria Exclusion Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 0845814-00	Effective Date: 05/19/2026

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

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

2. Exclusions

This insurance does not apply to:

Fungi or Bacteria

A. "Bodily injury", "property damage" or "personal and advertising injury" caused directly or indirectly by the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any:

1. "Fungi" or "bacteria"; or
2. Substance, vapor or gas produced by or arising out of any "fungi" or "bacteria".

B. Loss, costs or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or "bacteria", by any insured or by any other person or entity.

C. For the purposes of this exclusion, the following definitions are added:

1. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, "spores", scents or by-products produced or released by fungi.
2. "Spores" means reproductive bodies produced by or arising out of "fungi".
3. "Bacteria" means any type or form of bacteria and any materials or substances that are produced or released by bacteria.

This exclusion applies to all diseases contracted by contact with "fungi" or "bacteria" in water, water vapor or water droplets, including but not limited to Legionnaire's Disease. This exclusion does not apply to any "bodily injury" or "property damage" caused by any "fungi" or "bacteria" that are, are on, or are contained in, any other edible good or edible product intended for human or animal consumption.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 0845814-00	05/19/2026	05/19/2033		36140000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

Address (including ZIP Code):

210 W 7TH ST

AUSTIN, TX 78701-2903

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement**.** Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

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

b. Supervisory, inspection, architectural or engineering activities.

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

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

C. The following is added to Paragraph **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

2. We receive written notice of a claim or "suit" as soon as practicable; and

3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph **A.** of this endorsement; or

2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Limited Contractual Liability

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
					$	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

Paragraph f. of SECTION V. DEFINITION 9. "Insured contract" is deleted and replaced by the following:

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities; or

(4) Under which you agree to indemnify another person or organization in a contract or agreement for liability that results solely from negligence of the indemnitee and does not directly relate to "your work" done for the indemnitee.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

Earlier Notice of Cancellation or Non-Renewal

ZURICH®

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Number of days required for notice of non-renewal (other than for nonpayment of premium): 90
   (If the number of days is not provided above, please see the nonrenewal provisions of your policy.)

2. Number of days required for notice of cancellation (other than for nonpayment of premium): 10
   (If the number of days is not provided above, please see the cancellation provisions of your policy.)

3. Number of days required for notice of cancellation (for nonpayment of premium): 10
   (If the number of days is not provided above, please see the cancellation provisions of your policy.)

A. For any statutorily permitted reason for non-renewal other than nonpayment of premium, the number of days required for notice of non-renewal, as provided in the Commercial General Liability Conditions, as amended by an applicable state endorsement or as provided by an applicable state's change in coverage regulation is increased to the number of days shown in Paragraph **1.** in the Schedule above.

B. For any statutorily permitted reason for cancellation other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the Common Policy Conditions, as amended by an applicable state endorsement or as provided by an applicable state's change in coverage regulation is increased to the number of days shown in Paragraph **2.** in the Schedule above.

C. For nonpayment of premium, the number of days required for notice of cancellation, as provided in the Common Policy Conditions, as amended by an applicable state endorsement or as provided by an applicable state's change in coverage regulation is increased to the number of days shown in Paragraph **3.** in the Schedule above.

All other terms and conditions of your policy remain the same.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Combined Aggregate Deductible

ZURICH

Policy No.	Eff. Date of Pol.	Eff. Date of End.
GLO 0845814-00	05/19/2026	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part
Employee Benefits Liability Coverage Part
Liquor Liability Coverage Part
Stop Gap Employers Liability Coverage Part

DEDUCTIBLE SCHEDULE

Coverage		Deductible Amount	Basis
Coverage A.	"Bodily Injury" and "Property Damage" Liability All persons or organizations	$250,000	Each "Occurrence"
	"Bodily Injury" Liability Only All persons or organizations		Each "Occurrence"
	"Property Damage" Liability Only All persons or organizations		Each "Occurrence"
Coverage A.	"Bodily Injury" and "Property Damage" Liability		Each Claim
	"Bodily Injury" Liability Only		Each Claim
	"Property Damage" Liability Only		Each Claim
Coverage B.	"Personal and Advertising Injury" Liability By offense – Any one person or organization	$250,000	Each Claim
Coverage C.	Medical Payments	$250,000	Any One Person
Additional Coverage	Employee Benefits Liability		Each Act, Error or Omission
Additional Coverage	Liquor Liability		Each Common Cause
Additional Coverage	Stop Gap Employers Liability		Each Accident
	Stop Gap Employers Liability - disease		Each "Employee"

ALLOCATED LOSS ADJUSTMENT EXPENSE SELECTION SCHEDULE

Select One			
Option 1	☒	As respects each Deductible Amount, you will reimburse us for all "allocated loss adjustment expense", even if there is no payment for other than "allocated loss adjustment expense". "Allocated loss adjustment expense" reimbursements will contribute toward your Deductible Amount as shown in the **Deductible Schedule** and your Combined Aggregate Deductible Amount as shown in the **Combined Aggregate Deductible Schedule**.	
Option 2	☐	As respects each Deductible Amount, you will reimburse us for "allocated loss adjustment expense" as follows:	
		(a)	If the total amount payable for other than "allocated loss adjustment expense" as respects the basis for each Deductible Amount is equal to or less than the Deductible Amount(s) or if there is no amount payable other than "allocated loss adjustment expense", then you will reimburse us for all "allocated loss adjustment expense". "Allocated loss adjustment expense" reimbursements will not contribute toward either your Deductible Amount as shown in the **Deductible Schedule** or your Combined Aggregate Deductible Amount as shown in the **Combined Aggregate Deductible Schedule**; or
		(b)	If the total amount payable for other than "allocated loss adjustment expense" exceeds the Deductible Amount, you will reimburse us a pro-rata share of total "allocated loss adjustment expense" based on the ratio of the Deductible Amount divided by the total amount payable for other than "allocated loss adjustment expense" as respects the basis for each Deductible Amount. "Allocated loss adjustment expense" reimbursements will not contribute toward either your Deductible Amount as shown in the **Deductible Schedule** or your Combined Aggregate Deductible Amount as shown in the **Combined Aggregate Deductible Schedule**.
Option 3	☐	As respects each Deductible Amount, you will reimburse us for all "allocated loss adjustment expense", even if there is no payment for other than "allocated loss adjustment expense". "Allocated loss adjustment expense" reimbursements will not contribute toward either your Deductible Amount as shown in the **Deductible Schedule** or your Combined Aggregate Deductible Amount as shown in the **Combined Aggregate Deductible Schedule**.	

If no option is selected, Option 3 will apply.

A. How the Deductible Amount Applies

You will reimburse us for the Deductible Amount(s) shown in the **Deductible Schedule** and for "allocated loss adjustment expenses" incurred based on the **Allocated Loss Adjustment Expense Selection Schedule**. The Deductible Amount(s) applies as follows:

1. If an Each Occurrence Deductible is shown, the Deductible Amount applies to all sums payable because of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

2. If an Each Claim Deductible is shown, the Deductible Amount applies to all sums payable for each claim, sustained by any one person or organization.

    a. For Other than Coverage B, to all sums payable for each claim, sustained by any one person or organization, and

    b. For Coverage B, to all damages sustained by any one person or organization as the result of an offense.

3. Medical Payments - If an Any One Person limit is shown, the Deductible Amount applies to all sums payable to any one person as a result of an accident sustained by that person.

4. Employee Benefits Liability - If an Each Act, Error or Omission Deductible is shown, the Deductible Amount applies to all sums payable for all damages sustained by any one employee, including the employee's dependents and beneficiaries, because of acts, errors or omissions committed in the administration of employee benefit programs.

5. Liquor Liability - If a Common Cause Deductible is shown, the Deductible Amount applies to all sums payable for all injury sustained by one or more persons or organizations as the result of the selling, serving or furnishing of any alcoholic beverage to any one person.

6. Stop Gap Employers Liability - If an Each Accident Deductible is shown, the Deductible Amount applies to all sums payable as the result of an accident, regardless of the number of people who sustain damages because of that accident.

7. Stop Gap Employers Liability - disease - If an Each Employee Deductible is shown, the Deductible Amount applies to all sums payable because of any one disease, and applies separately to each affected employee.

B. Deductible Provisions

1. If more than one Deductible Amount applies to sums payable arising from the same "incident" because more than one Coverage applies, you will be responsible for each and every applicable Deductible Amount.

2. Deductible Amount(s) 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.

3. Your obligation to pay the Deductible Amount(s) shown on this policy is not fulfilled by:

   a. The payment of a Deductible Amount under any other policy; or

   b. Any payment made by us or another insurance company;

   even if 3a. or 3b. above applies to the same "incident" as the Deductible Amount due under this policy.

4. If more than one policy issued by us applies to sums payable because of a single continuous "incident", the Deductible Amount(s) applies separately to each policy that we issue to which this endorsement or a similar Deductible Endorsement applies. Deductible Amounts also apply separately to each annual period and any remaining period of less than 12 months as described in **B.**2. above.

5. If a Coverage Part or Additional Coverage of this policy specifically applies a separate deductible(s):

   a. the separate additional deductible amount applies to any loss separately and before the Deductible Amount(s) shown on the Schedule of this endorsement; and

   b. the Deductible Amount(s) shown on the Schedule of this endorsement applies only if the loss exceeds the separate additional deductible amount described in 5.a. above, subject to the other terms and conditions of this endorsement.

C. Combined Aggregate Deductible Amount

1. The Combined Aggregate Deductible Amount shown in the **Combined Aggregate Deductible Schedule** for all policies listed in the **Combined Aggregate Deductible Schedule**, is the most you must reimburse us for the sum of:

   a. all applicable Deductible Amount(s) as shown in each policy's **Deductible Schedule** that are included in each policy's Combined Aggregate Deductible Endorsement(s); and

b. all applicable "allocated loss adjustment expense" in accordance with each policy's **Allocated Loss Adjustment Expense Selection Schedule(s)** that are included in each policy's Combined Aggregate Deductible Endorsement(s).

This single Combined Aggregate Deductible Amount applies to the entire policy period and to any remaining extension period of any policies.

2. The Combined Aggregate Deductible Amount is adjustable. The final Combined Aggregate Deductible Amount will be determined at the end of the policy period by an audit of your records, and will be based upon the sum of: the Rate(s) shown in the **Combined Aggregate Deductible Schedule** multiplied by the final audited Exposure(s), for each of the policies included in the **Combined Aggregate Deductible Schedule**. The amount shown in the **Combined Aggregate Deductible Schedule** as the Combined Aggregate Deductible Amount is an estimated amount, and is based on an estimate of what the audit of your records will develop.

In no event will the final audited Combined Aggregate Deductible Amount be less than the Combined Aggregate Deductible Amount shown in the **Combined Aggregate Deductible Schedule**, unless a Minimum Combined Aggregate Deductible Amount is shown in the **Combined Aggregate Deductible Schedule**. If a Minimum Combined Aggregate Deductible Amount is shown, the final audited Combined Aggregate Deductible Amount will not be less than the Minimum Combined Aggregate Deductible Amount.

D. Allocated Loss Adjustment Expense Reimbursement

In accordance with the **Allocated Loss Adjustment Expense Selection Schedule**:

1. If Option 1 is selected, "allocated loss adjustment expense" reimbursements made by you contribute to your Deductible Amount and Combined Aggregate Deductible Amount.

2. If Option 2 or Option 3 is selected, then you will reimburse us for all or pro-rata "allocated loss adjustment expense", as may apply, in accordance with the **Allocated Loss Adjustment Expense Selection Schedule** above, even if the Deductible Amount or the Combined Aggregate Deductible Amount, if applicable, is exceeded.

E. Application of the Deductible Amount to Payable Amounts

1. You will reimburse us for "allocated loss adjustment expense" according to the option selected in the **Allocated Loss Adjustment Expense Selection Schedule**.

2. Upon settlement or final adjudication of a claim, we will apply the Deductible Amount against payable amounts as follows:

   a. Sums paid other than those attributable to "allocated loss adjustment expense"; then

   b. "Allocated loss adjustment expense" already reimbursed by you; then

   c. "Allocated loss adjustment expense" yet to be reimbursed by you, if applicable.

F. Effect of Deductible Amount on Limits of Insurance

The applicable limits of insurance for the coverage part to which a Deductible Amount applies will be reduced only by that portion of the Deductible Amount that is not attributable to "allocated loss adjustment expenses".

G. Conditions

1. Voluntary Payments

If you voluntarily make any payment, assume any obligation or incur any expense, without our consent, then you do so at your own cost. Any such voluntary payment, assumed obligation or incurred expense does not contribute towards any applicable Deductible Amount(s) or Combined Aggregate Deductible Amount under this policy.

2. Application of Recovered Amounts

We have your rights and the rights of persons entitled to the benefits of this insurance to recover sums that are reimbursable under this endorsement from anyone liable for the injury or damages. You will do everything necessary to protect those rights for us and to help us enforce them.

If we recover any payment made under this policy from anyone liable for injury or damages, the recovered amount will first be applied to any payments made by us in excess of the Deductible Amount. The remainder of the recovery, if any, will then be applied to reduce the Deductible Amount reimbursed or reimbursable by you as respects that injury or damages.

3. Payment of Amounts Owed Under This Endorsement

a. We may pay any part or all of any Deductible Amount(s) or "allocated loss adjustment expense" to effect settlement of any claim and, upon notification of the action taken you will reimburse us for such part of any Deductible Amount(s) or "allocated loss adjustment expense" as shown on the billing from us. You must pay us for all amounts for which you are responsible under this endorsement and reimburse us for any such amounts that we pay by the due date shown on the billing from us.

b. If you fail to reimburse us for any amounts as required by this endorsement or policy, we may cancel this policy for nonpayment in accordance with the applicable law. Cancellation of this policy does not relieve you from any deductible obligations reimbursable by you.

c. The first Named Insured shown in the Declarations is authorized to and will reimburse us for all amounts paid by us on behalf of all "insureds".

d. Each Named Insured is jointly and severally liable for all reimbursements due to us under this endorsement, whether or not that Named Insured is involved in the claim, proceeding or "suit" causing any such amount to be due to us.

H. Definitions

1. "Allocated loss adjustment expense" is an expense directly allocable to a specific claim including but not limited to: all supplementary payments as set forth in this policy; all court costs, fees and expenses; all costs, fees and expenses for or incurred in connection with all attorneys, witnesses, experts, depositions, reported or recorded statements, summonses, service of process, legal transcripts or testimony, copies of any public records; alternative dispute resolution proceedings; interest; investigative services, non-employee adjusters, medical examinations, autopsies, medical cost containment; declaratory judgment, subrogation claims and proceedings, and any other fees, costs or expenses reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or a loss under this policy.

2. "Incident", for purposes of this endorsement only, means an "occurrence", offense, claim, accident, act, error or omission, common cause, disease or any other event, as defined or used in our policy, to which a Deductible Amount(s) applies.

I. Other Terms

1. The terms of this insurance apply irrespective of the application of any Deductible Amount(s), including those with respect to:

   a. Our right and duty to investigate or defend the Insured against any "suits" seeking those damages; and

   b. Your duties in the event of a claim or circumstances likely to result in a claim.

2. You understand that your duties under this endorsement may continue after this policy expires or is cancelled.

Lead Liability Exclusion

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 0845814-00	05/19/2026	05/19/2033		36140000	$	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

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

This insurance does not apply to:

Lead

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of, resulting from, caused by or related to: the actual, alleged or threatened:

(a) Exposure to or existence of lead, paint containing lead, or any other material, product or substance containing lead; or

(b) Manufacture, distribution, sale, resale, re-branding, installation, repair, removal, encapsulation, abatement, replacement or handling of lead, paint containing lead, or any other material, product or substance containing lead,

whether the lead is or was at any time airborne, ingested, inhaled, absorbed, transmitted in any fashion, or found in any form whatsoever, or whether any other cause, event, material, product or substance contributed concurrently or in any sequence to the injury or damage.;

(2) Any sums that any insured or other entity must pay, repay or reimburse because of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, sample, monitor, clean up, remove, abate, cover, contain, treat, mitigate, or neutralize lead, paint containing lead, or any other material, product or substance containing lead, or in any way respond to, or assess the effects of lead in any form; or

(b) Claim or "suit" for damages relating to testing for, sampling, monitoring, cleaning up, removing, abating, covering, containing, treating, mitigating, or neutralizing lead, paint containing lead, or any other material, product or substance containing lead or in any way responding to or assessing the effects of lead in any form.

(3) Any other loss, cost or expense arising out of, caused by or relating in any way to lead.

Asbestos Exclusion Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 0845814-00	05/19/2026	05/19/2033		36140000	$	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

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

2. Exclusions

This insurance does not apply to:

Asbestos

A. "Bodily injury", "property damage" or "personal and advertising injury" arising out of or which would not have occurred, in whole or in part, but for the actual, alleged or threatened discharge, dispersal, release, leakage, leaching, friability, flaking, escape or presence of asbestos, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to the injury or damage; or

B. Any sums that any insured or other entity must pay, repay or reimburse because of any:

1. Request, demand, order, statutory or regulatory requirement, direction or determination that any insured or others test for, investigate, monitor, clean up, remove, study, contain, treat, encapsulate, control or take any other action regarding asbestos; or

2. Claim or "suit" for damages arising out of or relating in any way to any request, demand, order, statutory or regulatory requirement, direction or determination that any insured or others test for, investigate, monitor, clean up, remove, study, contain, treat, encapsulate, control or take any other action regarding asbestos; or

C. Any other loss, cost or expense arising out of or relating in any way to asbestos.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

Sole Agent for Insureds

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 0845814-00	05/19/2026	05/19/2033		36140000		

Named Insured / Mailing Address:

Producer:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

It is agreed that this policy is issued at the direction of the first Named Insured, which shall be solely responsible for the payment of premiums and losses under the deductible amount as outlined in the policy and shall have other policy rights to act on behalf of insureds. The insureds have assigned to the first Named Insured:

1. The rights, title, and interest to receive any and all return of premium, dividends, discounts or other adjustments; and
2. The right to request cancellation of the policy; and
3. Authorization to act on their behalf as respects changes to any provisions of this insurance policy.

We consent to such assignment of rights, title and interest.

Other Terms

All other terms and conditions of the policy not changed by the provisions of this endorsement continue to apply as currently written.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

Joint Defense – Wrap-up

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

Named Insured / Mailing Address: Producer:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

7. Separation of Insureds part b. is replaced with the following:

b. Separately to each insured against whom claim is made or "suit" is brought, however;

(1) Absent an actual conflict of interest between two insureds, we shall have the right to retain one counsel to defend all such insureds in a joint defense.

An actual conflict of interest shall be deemed to exist only when the following circumstances exist:

(a). A insured against whom claim is made or "suit" is brought performed work or furnished materials, parts or equipment in connection with such work on a specific portion of the construction project on which any other insured also performed work or furnished materials, parts or equipment in connection with that same specific portion of the construction project; and

(b). An apportionment of responsibility will occur between the insureds for "bodily injury" or "property damage" alleged to have been concurrently, jointly or consecutively caused in connection with that same specific portion of the construction project.

(2) An actual conflict of interest may be waived by the insured in writing.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

Damage to the Project Exclusion

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

Solely with respect to any "designated project", exclusion **j.** of Paragraph **2. Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

j. Damage to Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of any insured;

(5) Any part of any "designated project(s)", including materials, machinery and equipment intended to become a part of the "designated project(s)", if such "property damage" occurs during the course of construction; or

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

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

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

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

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

All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

Designated Project(s) – General Aggregate Limit

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 0845814-00	Effective Date: 05/19/2026

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" within the coverage provided under **Coverage A** (**Section I**), and for all medical expenses caused by accidents under **Coverage C** (**Section I**), which can be attributed only to ongoing operations at a single "designated project" covered by this Coverage Part:

1. The General Aggregate Limit shown in the Declarations applies separately to each "designated project" to which this Coverage Part applies.

2. The General Aggregate Limit is the most we will pay for the sum of all damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **Coverage C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the General Aggregate Limit for that "designated project". Such payments shall not reduce the General Aggregate Limit for any other "designated project" to which this Coverage Part applies.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply and shall be subject to the General Aggregate Limit applicable to the "designated project" from which the loss arises.

B. Any payments for damages within the "products-completed operations hazard" under this Coverage Part will not reduce the General Aggregate Limit applicable to the "designated project" from which the loss arises.

C. If the "designated project" has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project shall be deemed to be the same "designated project" for purposes of determining the General Aggregate Limit applicable to such "designated project".

D. The provisions of **Section III – Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. With regard to liability for Bodily Injury, Property Damage and Personal And Advertising Injury, unless we are prejudiced by the insured's or your failure to comply with the requirement, no provision of this Coverage Part requiring you or any insured to give notice of "occurrence", claim or "suit", or forward demands, notices, summonses or legal papers in connection with a claim or "suit" will bar coverage under this Coverage Part.

 © ISO Properties, Inc., 2005 □

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELECTRONIC DATA LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Loss Of Electronic Data Limit:	$2,000,000
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Exclusion **2.p.** of **Coverage A – Bodily Injury And Property Damage Liability** in **Section I – Coverages** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including 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" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses 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. The following is added to Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

C. The following paragraph is added to **Section III – Limits Of Insurance:**

Subject to **5.** above, the Loss Of Electronic Data Limit shown in the Schedule above is the most we will pay under Coverage **A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence".

 © Insurance Services Office, Inc., 2013

D. The following definition is added to the **Definitions** section:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

E. For the purposes of the coverage provided by this endorsement, the definition of "property damage" in the **Definitions** section is replaced by the following:

17. "Property damage" means:

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

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

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

© Insurance Services Office, Inc., 2013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL OR INFORMATION (COVERAGE B ONLY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Material Or Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal material or information, including:

a. Patents, trade secrets, processing methods, customer lists;

b. Financial information, credit card information;

c. Health information, biometric information; or

d. Any other type of nonpublic material or information.

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal material or information.

 © Insurance Services Office, Inc., 2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED WORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Description of your work:

"RESIDENTIAL BUILDING CONSTRUCTION" MEANS "YOUR WORK" INCLUDING CONSTRUCTION, RECONSTRUCTING, REMODELING OR REPAIR FOR (A) ANY SINGLE FAMILY OR MULTI-FAMILY DWELLING, INCLUDING BUT NOT LIMITED TO HOUSES, TOWNHOMES, TOWNHOUSES, CONDOMINIUMS, COOPERATIVES, DUPLEXES, TRIPLEXES, FOURPLEXES OR APARTMENTS;(B) ANY STRUCTURE THAT COMBINES ANY OTHER USE WITH "RESIDENTIAL BUILDING CONSTRUCTION" AS DESCRIBED IN PARAGRAPH (A) ABOVE, PROVIDED SUCH STRUCTURE CONTAINS 20% OR MORE OF THE OCCUPANCY BY SQUARE FOOTAGE INDICATED IN PARAGRAPH (A) ABOVE; AND (C) ANY OTHER STRUCTURE, IMPROVEMENT OR GRADING OF LAND WHICH IS ATTACHED TO OR ANCILLARY TO ANY STRUCTURE IDENTIFIED IN PARAGRAPHS (A) OR (B) ABOVE, "RESIDENTIAL BUILDING CONSTRUCTION" DOES NOT INCLUDE "YOUR WORK" FOR ANY STRUCTURE THAT FUNCTIONS SOLELY AS TIME SHARES, A HOTEL, A MOTEL, A NURSING HOME, AN ASSISTED LIVING SENIOR HOUSING CARE FACILITY, A COLLEGE CAMPUS DORMITORY OR GOVERNMENT HOUSING ON MILITARY BASES.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance does not apply to "bodily injury" or "property damage" included in the "products-completed operations hazard" and arising out of "your work" shown in the Schedule.

 Copyright, Insurance Services Office, Inc., 1986 ☐

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CONTRACTORS – PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

1. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:

a. Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and

b. Providing, or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work you perform.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you or on your behalf with respect to the operations described above.

2. Subject to Paragraph **3.** below, professional services include:

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

b. Supervisory or inspection activities performed as part of any related architectural or engineering activities.

3. Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

 © Insurance Services Office, Inc., 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY - RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Scheduled Railroad:	**Designated Job Site:**
ALL CONTRACTS FOR WORK DONE FOR RAILROADS	

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured Contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

© ISO Properties, Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES – EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs **(a), (b)** or **(c)** above is directed.

This exclusion applies:

(1) Whether the injury-causing event described in Paragraphs **(a), (b)** or **(c)** above occurs before employment, during employment or after employment of that person;

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

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

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

This insurance does not apply to:

"Personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs **(a), (b)** or **(c)** above is directed.

© ISO Properties, Inc., 2006

Damage To Your Product Exclusion Amended

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 0845814-00	Effective Date: 05/19/2026

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

Paragraph **2.k.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced with the following:

k. Damage To Your Product

"Property damage" to that particular part of "your product" out of which “property damage” arises.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Damage to Your Work Exclusion Amended

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 0845814-00	Effective Date: 05/19/2026

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

Paragraph **2.I.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced with the following:

I. Damage To Your Work

"Property damage" to that particular part of "your work" out of which "property damage" arises and included in the "products-completed operations hazard".

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

All other terms, conditions, provisions and exclusions of this policy remain the same.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Exclusion – Exterior Insulation And Finish Systems On Residential Or Frame Buildings With Scheduled Project Exception

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 0845814-00	Effective Date: 5/19/2026

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Project(s): Project # 201-1541 UTEP Student Housing Complex, 2575 Randolph Drive, El Paso, TX 79902

A. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of, caused by, or attributable, whether in whole or in part, to the following:

1. The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system, on any "residential building" or "frame building"; or

2. "Your product" or "your work" with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system", or any substantially similar system, is used on the part of that "residential building" or "frame building" containing that component, fixture or feature.

However, this exclusion does not apply to the project(s) shown in the Schedule.

B. The following definitions are added to the **Definitions** Section:

1. "Exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any "residential building construction" or "frame building", and consisting of:

a. A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;

b. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;

c. A reinforced or unreinforced base coat;

d. A finish coat providing surface texture to which color may be added; and

e. Any flashing, caulking or sealant used with the system for any purpose.

2. "Residential building" means:

a. Any single family or multi-family dwelling, including but not limited to houses, townhomes, townhouses, condominiums, cooperatives, duplexes, triplexes, fourplexes or apartments;

b. Any structure that combines any other use with "residential building construction" as described in Paragraph

Includes copyrighted material of Insurance Services Office, Inc., with its permission

B.2.a. above; and

c. Any other structure, improvement or grading of land which is attached to or ancillary to any structure identified in Paragraphs **a.** or **b.** above;

"Residential building" does not include "your work" for any structure that functions solely as time shares, a hotel, a motel, a nursing home, an assisted living senior housing care facility, a college campus dormitory or government housing on military bases.

3. "Frame building" means any structure that includes or contains any exterior cladding or structural load-bearing components that are made of wood or comprised of wood products.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Includes copyrighted material of Insurance Services Office, Inc., with its permission

Texas Important Notice

Have a workers' compensation complaint or need help?

Contact your insurance company if you have a question or problem about your premium or a claim:

Zurich North America
Call: Inquiry Center at 1-847-413-5438
Toll-free: 1-800-382-2150
Email: info.source@zurichna.com
Mail: 1299 Zurich Way
Schaumburg, IL 60196-1056

For problems with your policy
If your problem with the premium is not resolved, contact the National Council on Compensation Insurance, Dispute Resolution Services:

Mail: 901 Peninsula Corporation Circle
Boca Raton, FL 33487-1362
Fax: 561-893-5043
Email: disputeresolution@ncci.com
Phone: 1-800-622-4123

If you believe there has been a violation of law related to your workers' compensation policy, file a complaint with the Texas Department of Insurance:

Call: 1-800-252-3439
Online: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030 Austin, TX 78711-2030

For employees with claim issues
If one of your employees has a problem with a claim, contact the Texas Department of Insurance, Division of Workers' Compensation, Compliance and Investigations:

Mail: Compliance and Investigations, MC: CI, Texas Department of Insurance, Division of Workers' Compensation, P.O. Box 12050 Austin, TX 78711-2050
Fax: 512-490-1030
Email: DWCCOMPLAINTS@tdi.texas.gov
Phone: 1-800-252-7031

¿Tiene una queja de compensación para trabajadores o necesita ayuda?

Comuníquese con su compañía de seguros si tiene una pregunta o problema relacionado con su prima de seguro o con una reclamación:

Zurich North America
Llame a: Inquiry Center al 1-847-413-5438
Teléfono gratuito: 1-800-382-2150
Correo electrónico: info.source@zurichna.com
Dirección postal:
1299 Zurich Way, Schaumburg, IL 60196-1056

Para problemas con su póliza
Si su problema con la prima de seguro no es resuelto, comuníquese con el Consejo Nacional de Seguros de Compensación (National Council on Compensation Insurance, por su nombre en inglés), Servicios para la Resolución de Disputas:

Correo postal:
901 Peninsula Corporate Circle, Boca Raton, FL 33487-1362
Fax: 561-893-5043
Correo electrónico: disputeresolution@ncci.com
Teléfono: 1-800-622-4123

Si usted piensa que ha habido una violación a la ley, la cual está relacionada con su póliza de compensación para trabajadores, presente una queja ante el Departamento de Seguros de Texas:

Llame al: 1-800-252-3439
En línea: www.tdi.texas.gov
Correo electrónico: ConsumerProtection@tdi.texas.gov
Correo postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030,Austin, TX 78711-2030

Para empleados que tienen problemas con sus reclamaciones
Si uno de sus empleados tiene un problema con una reclamación, comuníquese con la Sección de Cumplimiento e Investigaciones (Compliance and Investigations, por su nombre en inglés) del Departamento de Seguros de Texas, División de Compensación para Trabajadores (Texas Department of Insurance, Division of Workers' Compensation, por su nombre en inglés).

Correo postal: Compliance and Investigations, MC: CI, Texas Department of Insurance, Division of Workers' Compensation, P.O. Box 12050, Austin, TX 78711-2050
Fax: 512-490-1030
Correo electrónico: DWCCOMPLAINTS@tdi.texas.gov
Teléfono: 1-800-252-7031

CANCELLATION AND NONRENEWAL NOTICE ENDORSEMENT

A. Part Six – Conditions, Paragraph D.2. is replaced by the following:

D. Cancellation

2. We may cancel this policy. We must mail or deliver to you not less than 90 days advance written notice stating when the cancellation is to take effect except for cancellation for non-payment of premium. If we cancel this policy for non-payment of premium we must mail or deliver to you not less than ten days advance written notice. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

B. Part Six – Conditions, Paragraph F. is added.

F. Nonrenewal Notice

We will mail or deliver to you not less than 90 days advance written notice of our intention to nonrenew this policy. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

All other terms, conditions, provisions and exclusions of this policy remain the same.

UNINTENTIONAL ERROR OR OMISSIONS ENDORSEMENT

Any unintentional error or omission by you in the description of, or failure to completely describe, any hazards, premises or operations intended to be covered by this policy, shall not invalidate the coverage afforded by this policy.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of the policy.

This provision does not affect our right to charge additional premium for additional exposure or cancel or non-renew the policy.

All other terms, conditions, provisions and exclusions of this policy remain the same.

NOTICE OF OCCURRENCE ENDORSEMENT

If you report an injury to another insurer and later discover that you should have reported the injury to us, we will not consider your failure to report the injury earlier a violation of your duties if injury occurs as long as you give us notice as soon as you are aware that the injury should have been reported to us.

All other terms, conditions, provisions and exclusions of this policy remain the same.

KNOWLEDGE OF INJURY ENDORSEMENT

PART FOUR – YOUR DUTIES IF INJURY OCCURS is replaced by the following:

PART FOUR
YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Knowledge of an injury by your agent, servant or employee shall not in itself constitute your knowledge unless your officer, director, manager or partner has received notice of the injury. Your other duties are listed here:

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal papers relating to the injury, claim, proceeding or suit.
4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

All other terms, conditions, provisions and exclusions of this policy remain the same.

SOLE AGENT ENDORSEMENT

With respect to the Insurance afforded by this policy, THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM is authorized to act on behalf of all named Insureds.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Texas Accident Prevention Services Notice

Pursuant to Texas Labor Code §411.066, Zurich North America is required to notify its policyholders that accident prevention services are available from Zurich North America at no additional charge. These services may include surveys, recommendations, training programs, consultations, analyses of accident causes, industrial hygiene, and industrial health services. Zurich North America is also required to provide return-to-work coordination services as required by Texas Labor Code §413.021 and to notify you of the availability of the return-to-work reimbursement program for employers under Texas Labor Code §413.022. If you would like more information, contact Zurich North America at 1-800-982-5964, or risk.engineering@zurichna.com for accident prevention services or 1-800-982-5964, and risk.engineering@zurichna.com for return-to-work coordination services. For information about these requirements call the Texas Department of Insurance, Division of Workers' Compensation (TDI-DWC) at 1-800-687-7080 or for information about the return-to-work reimbursement program for employers call the TDI-DWC at (512) 804-5000. If Zurich North America fails to respond to your request for accident prevention services or return-to-work coordination services, you may file a complaint with the TDI-DWC in writing at http://www.tdi.texas.gov or by mail to Texas Department of Insurance, Division of Workers' Compensation, PO Box 12050, Austin, Texas 78711.

Disclosure Statement



It is our pleasure to present the enclosed policy to you
for presentation to your customer.

INSTRUCTION TO AGENT OR BROKER:

WE REQUIRE THAT YOU TRANSMIT THE ATTACHED/ENCLOSED DISCLOSURE STATEMENT TO THE CUSTOMER WITH THE POLICY.

Once again, thank you for your interest, and we look forward to meeting your needs and those of your customers.

Disclosure Statement

NOTICE OF DISCLOSURE FOR AGENT & BROKER COMPENSATION

If you want to learn more about the compensation Zurich pays agents and brokers visit:

https://www.zurichna.com/producercompensation

or call the following toll-free number: (866) 903-1192.

This Notice is provided on behalf of Zurich American Insurance Company

and its underwriting subsidiaries.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY
INSURANCE POLICY – INFORMATION PAGE

Servicing Office:

Insurance for this coverage part provided by:
ZURICH AMERICAN INSURANCE COMPANY

SOUTHEAST - ORLANDO
495 N. KELLER RD
SUITE 500
MAITLAND, FL 32751

1. Policy Number WC 0845816-00 Renewal of Number NEW

Named Insured and Mailing Address
THE BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM
210 W 7TH ST
AUSTIN TX 78701-2903

Producer and Mailing Address
MARSH USA LLC
1717 MAIN ST STE 4400
COMERICA BANK TOWER
DALLAS TX 75201-7343

Producer Code 36140-000

Other workplaces not shown above: See Schedule of Locations
FEIN: 30-0710145
NCCI Company No. 10863 [X] New [ ] Renewal [ ] Rewrite of Prior Policy No.
This information page, with policy provisions and endorsements, if any, completes this policy.
Insured is: UNIVERSITY

2. Policy Period: From: 05-19-2026 to 05-19-2027 at 12:01 A. M. Standard Time at insured's mailing address.
Insured's Identification number(s): See Schedule Locations

3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers' Compensation Law of the states listed here:
TEXAS

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A.

The limits of liability under Part Two are:

Bodily Injury by Accident:	1,000,000	each accident
Bodily Injury by Disease:	1,000,000	policy limit
Bodily Injury by Disease:	1,000,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
ALL STATES EXCEPT ND, OH, WA, WY AND THOSE STATES LISTED IN 3 A.

D. This Policy includes these Endorsements and Schedules:
See Schedule of Forms and Endorsements.

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required on the following Classification Schedule is subject to verification and change by audit.
See Classification Schedule

TOTAL ESTIMATED STANDARD PREMIUM	$
PREMIUM DISCOUNT	$
EXPENSE CONSTANT	$
PREMIUM FOR ENDORSEMENT	$
TAXES AND SURCHARGES	$
TOTAL ESTIMATED ANNUAL PREMIUM	$
MINIMUM PREMIUM	$
DEPOSIT PREMIUM	$

If indicated below, adjustment of premium shall be made:

[X] Annually [ ] Monthly
[ ] Semi-Annually [ ] This is a Three Year Fixed Rate Policy
[ ] Quarterly

Agent or Producer | Countersigned by Resident Licensed Agent | Date

SCHEDULE OF FORMS AND ENDORSEMENTS

Policy Number: WC 0845816-00

Form Number & Edition Date		Form Name
WORKERS COMPENSATION FORMS AND ENDORSEMENTS		
U-WC-3078-A CW	08-17	CANCELLATION AND NONRENEWAL NOTICE ENDT
U-WC-3080-A CW	08-17	UNINTENTIONAL ERROR OR OMISSIONS ENDT
U-WC-3081-A CW	08-17	NOTICE OF OCCURRENCE ENDORSEMENT
U-WC-3082-A CW	08-17	KNOWLEDGE OF INJURY ENDORSEMENT
U-WC-3084-A TX	08-17	SOLE AGENT ENDORSEMENT
U-WC-D-314-A	07-94	WORKERS COMPENSATION INFORMATION PAGE
U-WC-320-A	07-94	SCHEDULE OF FORMS AND ENDORSEMENTS
WC 99 00 02	10-99	SCHEDULE OF INSUREDS AND LOCATIONS
U-WC-315-A	07-94	CLASSIFICATION SCHEDULE
WC 00 00 00 C	01-15	INSURANCE POLICY
WC 00 01 04 A	10-04	FEDERAL EMPLOYERS LIABILITY ACT COVERAGE
WC 00 01 06 A	04-92	LONGSHORE/HARBOR WORKERS' COMP COVG ENDT
WC 00 02 01 B	01-15	MARITIME COVERAGE ENDT
WC 00 03 01	04-84	ALTERNATE EMPLOYER ENDORSEMENT
WC 00 03 02	04-84	DESIGNATED WORKPLACES EXCLUSION ENDT
WC 00 03 11 A	08-91	VOLUNTARY COMPENSATION AND EMPLOYERS COV
WC 00 04 14 A	01-19	90DAY REPORT-NOTIF CHANGE IN OWNERSHIP
WC 00 04 21 F	08-22	CATASTROPHE (OTHER THAN CERT ACTS) ENDT
WC 00 04 22 C	01-21	TERRORISM RISK PGM REAUTH ACT DISCL ENDT
WC 42 03 01 L	07-23	TEXAS AMENDATORY ENDORSEMENT
WC 42 03 04 B	06-14	TX-WAIVER OF OUR RIGHT TO RECOVER
WC 42 06 01	01-94	TX NOTICE OF MATERIAL CHANGE ENDT
U-WC-255-C	05-95	LARGE DEDUCTIBLE ENDORSEMENT
WC 99 00 01 A	04-10	WC AND EMPLOYERS LIABILITY IN WITNESS
DNE-1 A	06-14	TX DEDUCTIBLE NOTICE OF ELECTION
UGUD639ACW	07-07	COMBINED AGGREGATE DEDUCTIBLE SCHEDULE
U-WC-321-A	07-94	NAMED INSURED SCHEDULE

Workers Compensation and Employers Liability Insurance Policy

ZURICH

Schedule of Insureds and Locations

Branch	Policy Number	Producer Code
ADDISON, TX 75001	WC 0845816-00	36140-000

SCHEDULE OF INSUREDS AND LOCATIONS

THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM
FEIN: 300710145, SIC Code: 1542
NO FIXED ADDRESS AUSTIN TX 73344

Issue Date: 05-19-2026

WORKERS COMPENSATION CLASSIFICATION SCHEDULE

Insurance for this coverage part provided by:
ZURICH AMERICAN INSURANCE COMPANY

Policy Number WC 0845816-00

ITEM 4. CLASSIFICATION OF OPERATIONS			PREMIUM BASIS	RATES	
LOC.	Entry in this item, except as specifically provided elsewhere in this policy, does not modify any of the other provisions of this policy.	Code No.	Total Estimated Annual Remuneration	Per $100 of Remuneration	Estimated Annual Premium
	THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM FEIN # 30-0710145 NAICS CODE 236220 NO FIXED ADDRESS AUSTIN TX 73344				
	LANDSCAPE GARDENING & DRIVERS	0042	$	1.910	$
	WELDING OR CUTTING NOC & DRIVERS	3365	$	1.850	$
	ELECTRICAL APPARATUS INSTALLATION OR REPAIR - OUTSIDE & DRIVERS	3724	$	1.850	$
	CRANE RENTAL - WITH OPERATORS & DRIVERS	3724	$	1.850	$
	MASONRY NOC & DRIVERS	5022	$	2.970	$
	IRON OR STEEL - ERECTION - FRAME STRUCTURES	5040	$	4.060	$
	IRON OR STEEL - ERECTION - NOC & DRIVERS	5057	$	1.610	$
	FURNITURE OR FIXTURES INSTALLATION - PORTABLE NOC & DRIVERS	5102	$	2.130	$
	ELEVATOR - ERECTION OR REPAIR	5160	$	1.630	$
	AUTOMATIC SPRINKLER INSTALLATION & DRIVERS	5183	$	1.520	$
	PLUMBING NOC & DRIVERS	5183	$	1.520	$
	ELECTRICAL WIRING & DRIVERS	5190	$	1.610	$

See next page

WORKERS COMPENSATION CLASSIFICATION SCHEDULE

Insurance for this coverage part provided by:
ZURICH AMERICAN INSURANCE COMPANY

Policy Number WC 0845816-00

ITEM 4. CLASSIFICATION OF OPERATIONS			PREMIUM BASIS	RATES	
LOC.	Entry in this item, except as specifically provided elsewhere in this policy, does not modify any of the other provisions of this policy.	Code No.	Total Estimated Annual Remuneration	Per $100 of Remuneration	Estimated Annual Premium
	CONCRETE OR CEMENT WORK - FLOORS DRIVEWAYS, SIDEWALKS, CURBS, AND GUTTERS & DRIVERS	5200	$	1.700	$
	CONCRETE CONSTRUCTION - BRIDGES & DRIVERS	5203	$	3.520	$
	CONCRETE CONSTRUCTION NOC & DRIVERS	5213	$	2.170	$
	MOSAIC, STONE, TERRAZZO, OR TILE WORK - INSIDE	5348	$	1.270	$
	CARPENTRY NOC & DRIVERS	5403	$	2.470	$
	CARPENTRY - INSTALLATION OF CABINET WORK OR INTERIOR TRIM & DRIVERS	5437	$	2.000	$
	DRYWALL INSTALLATION - WITHIN BUILDINGS & DRIVERS	5437	$	2.000	$
	GLAZIER - AWAY FROM SHOP & DRIVERS	5462	$	1.740	$
	PAINTING NOC & DRIVERS	5474	$	1.460	$
	INSULATION WORK NOC & DRIVERS	5479	$	2.390	$
	PAPER HANGING & DRIVERS	5491	$	.710	$
	STREET OR ROAD CONSTRUCTION - ALL OPERATIONS & DRIVERS	5506	$	2.710	$
	AIR CONDITIONING SYSTEMS - HEATING AND/OR COOLING - NOT PORTABLE - DUCT FABRICATION OR INSTALLATION & DRIVERS	5536	$	1.680	$
	SHEET METAL WORK - OUTSIDE - NOC & DRIVERS	5538	$	2.990	$

See next page

WORKERS COMPENSATION CLASSIFICATION SCHEDULE

Insurance for this coverage part provided by:
ZURICH AMERICAN INSURANCE COMPANY

Policy Number WC 0845816-00

ITEM 4. CLASSIFICATION OF OPERATIONS			PREMIUM BASIS	RATES	
LOC.	Entry in this item, except as specifically provided elsewhere in this policy, does not modify any of the other provisions of this policy.	Code No.	Total Estimated Annual Remuneration	Per $100 of Remuneration	Estimated Annual Premium
	ROOFING - ALL KINDS & DRIVERS	5551	$	4.250	$
	CONTRACTOR - EXECUTIVE SUPERVISOR OR CONSTRUCTION SUPERINTENDENT	5606	$	.360	$
	DRILLING NOC & DRIVERS	6204	$	2.920	$
	GRADING AND CLEARING OF LAND NOC & DRIVERS	6219	$	1.850	$
	SEWER CONSTRUCTION - ALL OPERATIONS & DRIVERS	6306	$	2.360	$
	WATER MAIN OR CONNECTION CONSTRUCTION & DRIVERS	6319	$	1.780	$
	FENCE ERECTION - ALL TYPES	6400	$	2.150	$
	POWER LINE CONSTRUCTION & DRIVERS	7538	$	2.470	$
	TELEPHONE INSTALLATION & DRIVERS	7600	$	1.420	$
	MACHINERY DEALER NOC & DRIVERS	8107	$	1.290	$
	CLERICAL OFFICE EMPLOYEES NOC	8810	$	.040	$
	JANITOR SERVICE BY CONTRACT	9014	$	1.090	$
	TOTAL CLASS PREMIUM				$
	BLANKET WAIVER 2.0%	0930			$
	INCREASE LIMITS 1.4%	9812			$
	TOTAL SUBJECT PREMIUM				$
	TOTAL MODIFIED PREMIUM				$
	STANDARD TOTAL				$
	LARGE DEDUCTIBLE -78.673%	9663			$
	EXPENSE CONSTANT	0900			$
	TERRORISM .010	9740			$
	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) .005	9741			$
	TOTAL ESTIMATED PREMIUM				$
	FINAL TOTAL				$
	POLICY TOTAL ESTIMATED COST				$

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION

A. **The Policy**

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. **Who is Insured**

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. **Workers Compensation Law**

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. **State**

State means any state of the United States of America, and the District of Columbia.

E. **Locations**

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

PART ONE
WORKERS COMPENSATION INSURANCE

A. **How This Insurance Applies**

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. **We Will Pay**

We will pay promptly when due the benefits required of you by the workers compensation law.

C. **We Will Defend**

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. **We Will Also Pay**

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. **Other Insurance**

We will not pay more than our share of benefits and costs covered by this insurance and other

© Copyright 2013 National Council on Compensation Insurance, Inc. All Rights Reserved.

insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. **Payments You Must Make**

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. **Recovery From Others**

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. **Statutory Provisions**

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the workers compensation law that apply to:
   a. benefits payable by this insurance;
   b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO
EMPLOYERS LIABILITY INSURANCE

A. **How This Insurance Applies**

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. **We Will Pay**

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against

© Copyright 2013 National Council on Compensation Insurance, Inc. All Rights Reserved.

such third party as a result of injury to your employee;

2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. **Exclusions**

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651–1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901–944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. **We Will Defend**

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. **We Will Also Pay**

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

© Copyright 2013 National Council on Compensation Insurance, Inc. All Rights Reserved.

F. **Other Insurance**

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. **Limits of Liability**

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

   A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
2. Bodily Injury by Disease. The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

   Bodily injury by disease does not include disease that results directly from a bodily injury by accident.
3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. **Recovery From Others**

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. **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 with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE
OTHER STATES INSURANCE

A. **How This Insurance Applies**

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. **Notice**

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR
YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal

© Copyright 2013 National Council on Compensation Insurance, Inc. All Rights Reserved.

papers related to the injury, claim, proceeding or suit.

4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE
PREMIUM

A. **Our Manuals**

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. **Classifications**

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. **Remuneration**

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. **Premium Payments**

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. **Final Premium**

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. 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 cancelation table and procedure. Final premium will not be less than the minimum premium.

F. **Records**

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. **Audit**

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

© Copyright 2013 National Council on Compensation Insurance, Inc. All Rights Reserved.

PART SIX
CONDITIONS

A. **Inspection**

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. **Long Term Policy**

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. **Transfer of Your Rights and Duties**

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. **Cancelation**

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancelation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancelation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancelation notice.
4. Any of these provisions that conflict with a law that controls the cancelation of the insurance in this policy is changed by this statement to comply with the law.

E. **Sole Representative**

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancelation.

© Copyright 2013 National Council on Compensation Insurance, Inc. All Rights Reserved.

Federal Employers' Liability Act Coverage Endorsement

This endorsement applies only to work subject to the Federal Employers' Liability Act (45 USC Sections 51-60) and any amendment to that Act that is in effect during the policy period.

G. **Limits of Liability** of Part Two (Employers Liability Insurance) is replaced by the following:

G. **Limits of Liability**

Our liability to pay for damages is limited. Our limits of liability are shown in the Schedule. They apply as explained below:

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

   A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. Bodily Injury by Disease. The limit shown for "bodily injury by disease—aggregate" is the most we will pay for all damages covered by this insurance because of bodily injury by disease to one or more employees. The limit applies separately to bodily injury by disease arising out of work in each state shown in Item 3.A. of the Information Page or in the Schedule.

   Bodily injury by disease does not include disease that results directly from bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

If any state is named in Item 2 of the Schedule, Part Two (Employers Liability Insurance) applies in that state to work subject to the Federal Employers' Liability Act as though that state were listed in Item 3.A. of the Information Page. Part One (Workers Compensation Insurance) does not apply in a state shown in the Schedule.

Part Two (Employers Liability Insurance), C. Exclusions, exclusion 9, does not apply to work subject to the Federal Employers' Liability Act.

Schedule

1. Limits of Liability

Bodily Injury by Accident	$1,000,000	each accident
Bodily Injury by Disease	$1,000,000	aggregate

2. State
   TX

© Copyright 2004 National Council on Compensation Insurance, Inc. All Rights Reserved.

LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT

This endorsement applies only to work subject to the Longshore and Harbor Workers' Compensation Act in a state shown in the Schedule. The policy applies to that work as though that state were listed in Item 3.A. of the Information Page.

General Section C. **Workers' Compensation Law** is replaced by the following:

C. **Workers' Compensation Law**

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This endorsement does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

Schedule

State	Longshore and Harbor Workers' Compensation Act Coverage Percentage

The rates for classifications with code numbers not followed by the letter "F" are rates for work not ordinarily subject to the Longshore and Harbor Workers' Compensation Act. If this policy covers work under such classifications, and if the work is subject to the Longshore and Harbor Workers' Compensation Act, those non-F classification rates will be increased by the Longshore and Harbor Workers' Compensation Act Coverage Percentage shown in the Schedule.

Copyright 1983, 1991 National Council on Compensation Insurance.

Maritime Coverage Endorsement

This endorsement changes how insurance provided by Part Two (Employers Liability Insurance) applies to bodily injury to a master or member of the crew of any vessel.

A. **How This Insurance Applies** is replaced by the following:

A. **How This Insurance Applies**

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to work described in Item 1 of the Schedule of the Maritime Coverage Endorsement.
3. The bodily injury must occur in the territorial limits of, or in the operation of a vessel sailing directly between the ports of, the continental United States of America, Alaska, Hawaii or Canada.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
6. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

C. Exclusions is changed by removing exclusion 10 and by adding exclusions 13 and 14.

This insurance does not cover:

13. Bodily injury covered by a Protection and Indemnity Policy or similar policy issued to you or for your benefit. This exclusion applies even if the other policy does not apply because of another insurance clause, deductible or limitation of liability clause, or any similar clause.
14. Your duty or obligation to provide transportation, wages, maintenance, and cure. This exclusion does not apply if a premium entry is shown in Item 2 of the Schedule, except that punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law are excluded even if a premium is paid for transportation, wages, maintenance, and cure coverage.

D. We Will Defend is changed by adding the following statement:

We will treat a suit or other action in rem against a vessel owned or chartered by you as a suit against you.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in the Schedule. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

   A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. Bodily Injury by Disease. The limit shown for "bodily injury by disease—aggregate" is the most we will pay for all damages covered by this insurance because of bodily injury by disease to one or more employees. The limit applies separately to bodily injury by disease arising out of work in each state shown in Item 3.A. of the Information Page. Bodily injury by disease will be deemed to occur in the state of the vessel's home port.

© Copyright 2013 National Council on Compensation Insurance, Inc. All Rights Reserved.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance

Schedule

1. Description of work:

   ALL OPERATIONS DESCRIBED IN THE WORKERS COMPENSATION CLASSIFICATION SCHEDULE.

2. Transportation, Wages, Maintenance, and Cure Premium INCL
   Exclusion: This insurance does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law even if a premium is paid for transportation, wages, maintenance, and cure coverage.

3. Limits of Liability

Bodily Injury by Accident	$1,000,000	each accident
Bodily Injury by Disease	$1,000,000	aggregate

© Copyright 2013 National Council on Compensation Insurance, Inc. All Rights Reserved.

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

Alternate Employer	**Address**	**State of Special or Temporary Employment**
THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM		TX

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 05-19-26 Policy No. **WC 0845816-00** Endorsement No.

Insured THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM Premium $ **INCL.**

Insurance Company ZURICH AMERICAN INSURANCE COMPANY

Countersigned By _____

© 1984 National Council on Compensation Insurance.

DESIGNATED WORKPLACES EXCLUSION ENDORSEMENT

The policy does not cover work conducted at or from

ANY LOCATION EXCEPT THE CONFINES OF THE PROJECT SITE AS DESCRIBED BELOW:

ALL WORK CONDUCTED FROM THE CONSTRUCTION OPERATIONS ASSOCIATED WITH THE PROJECT(S) ENDORSED ONTO THIS POLICY OR THE FOLLOWING PROJECT(S) TO BE INCLUDED IN THE PROGRAM:

DESIGNATED PROJECT(S):
703-1404 PATIENT CARE BUILDING 1, 1515 HOLCOMBE BLVD,
HOUSTON, TX 77030

"DESIGNATED PROJECT" MEANS: THE PROJECT SHOWN IN THIS SCHEDULE, INCLUDING OPERATIONS ON THE PROJECT SITE OR LOCATION THAT ARE NECESSARY OR INCIDENTAL TO THE PROJECT AS DESCRIBED IN THE CONTRACT DOCUMENTS. "DESIGNATED PROJECT" INCLUDES THE WORK SITE(S) ASSOCIATED WITH SUCH "DESIGNATED PROJECT(S)" AND ANY OFF-SITE STAGING AREAS, SO LONG AS (1) THEY ARE DEDICATED SOLELY TO THE "DESIGNATED PROJECT(S)", AND (2) THE SPONSOR AGREES TO PROVIDE COVERAGE. ALSO INCLUDED ARE THOSE SOLELY DEDICATED AREAS IMMEDIATELY ADJACENT TO THE "DESIGNATED PROJECTS", INCLUDING BOUNDARIES OF LOCAL STREETS OR PUBLIC EASEMENT, IN WHICH THE ENROLLED SUBCONTRACTORS AT ANY TIER PERFORM WORK UNDER THEIR RESPECTIVE CONTRACTS.

Copyright 1983 National Council on Compensation Insurance.

VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement adds Voluntary Compensation Insurance to the policy.

A. **How This Insurance Applies**

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an employee included in the group of employees described in the Schedule.
2. The bodily injury must arise out of and in the course of employment necessary or incidental to work in a state listed in the Schedule.
3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen temporarily away from those places.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. **We Will Pay**

We will pay an amount equal to the benefits that would be required of you if you and your employees described in the Schedule were subject to the workers compensation law shown in the Schedule. We will pay those amounts to the persons who would be entitled to them under the law.

C. **Exclusions**

This insurance does not cover:

1. any obligation imposed by a workers compensation or occupational disease law, or any similar law.
2. bodily injury intentionally caused or aggravated by you.

D. **Before We Pay**

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. **Recovery From Others**

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

F. **Employers Liability Insurance**

Part Two (Employers Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment shown in the Schedule were shown in Item 3.A. of the Information Page.

© 1991 National Council on Compensation Insurance.

Schedule

Employees	State of Employment	Designated Workers Compensation Law
THE COVERAGE AFFORDED BY THIS ENDORSEMENT SHALL APPLY ONLY TO THOSE EMPLOYEES OF THE INSURED NOT SUBJECT TO ANY WORKER'S COMPENSATION LAW. HOWEVER, THIS ENDORSEMENT SHALL NOT APPLY TO ANY OF THE FOLLOWING INDIVIDUALS: 1) SOLE PROPRIETORS 2) MEMBERS, PARTNERS OR OFFICERS 3) ANY MEMBER OF THE BOARD OF DIRECTORS OF A NOT-FOR-PROFIT ORGANIZATION 4) EMPLOYEES ON INDEFINITE ASSIGNMENTS OUTSIDE THE U.S. OR CANADA.	ANY STATE LISTED IN 3A OF THE INFORMATION PAGE AND WHERE THIS ENDORSEMENT IS LEGALLY PERMISSIBLE	STATE OF HIRE

© 1991 National Council on Compensation Insurance.

90-DAY REPORTING REQUIREMENT—NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

You must report any change in ownership to us in writing within 90 days of the date of the change. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity, and other changes provided for in the applicable experience rating plan. Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes.

Failure to report any change in ownership, regardless of whether the change is reported within 90 days of such change, may result in revision of the experience rating modification factor used to determine your premium.

This reporting requirement applies regardless of whether an experience rating modification is currently applicable to this policy.

© Copyright 2017 National Council on Compensation Insurance, Inc. All Rights Reserved.

Catastrophe (Other Than Certified Acts of Terrorism) Premium Endorsement

This endorsement is notification that we are charging premium to cover the losses that may occur in the event of a Catastrophe (Other Than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism). Coverage for such losses is subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations. This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement attached to this policy.

For purposes of this endorsement, Catastrophe (Other Than Certified Acts of Terrorism) is defined as: A single event or peril resulting in a group of claims with aggregate workers compensation losses in excess of $50 million. This $50 million threshold applies per occurrence, across all states for which claims arise from a single event or peril.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below.

Schedule

State	Rate	Premium

Please see the Information Page.

© Copyright 2021 National Council on Compensation Insurance, Inc. All Rights Reserved.

Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

“Act” means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.

“Act of Terrorism” means any 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, as meeting all of the following requirements:

a. The act is an act of terrorism.

b. The act is violent or dangerous to human life, property, or infrastructure.

c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.

d. The act has 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.

“Insured Loss” means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

“Insurer Deductible” means, for the period beginning on January 1, 2021, and ending on December 31, 2027, an amount equal to 20% of our direct earned premiums during the immediately preceding calendar year.

© Copyright 2020 National Council on Compensation Insurance, Inc. All Rights Reserved.

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed $100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds $100,000,000,000; and for aggregate Insured Losses up to $100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceed $200,000,000, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed $100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

Schedule

State	Rate	Premium

Please see the Information Page.

© Copyright 2020 National Council on Compensation Insurance, Inc. All Rights Reserved.

Texas Amendatory Endorsement

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

GENERAL SECTION

B. **Who Is Insured** is amended to read:

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership or joint venture, and if you are one of its partners or members, you are insured, but only in your capacity as an employer of the partnership's or joint venture's employees.

D. **State** is amended to read:

State means any state or territory of the United States of America, and the District of Columbia.

PART ONE—WORKERS COMPENSATION INSURANCE

E. **Other Insurance** is amended by adding this sentence:

This Section only applies if you have other insurance or are self-insured for the same loss.

F. **Payments You Must Make**

This Section is amended by deleting the words “workers compensation” from number 4.

H. **Statutory Provisions**

This Section is amended by deleting the words “after an injury occurs” from number 2.

PART TWO—EMPLOYERS LIABILITY INSURANCE

C. **Exclusions**

Sections 2 and 3 are amended to add:

This exclusion does not apply unless the violation of law caused or contributed to the bodily injury.

Section 6 is amended to read:

6. bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America, Mexico or Canada who is temporarily outside these countries.

D. **We Will Defend**

This Section is amended by deleting the last sentence.

PART FOUR—YOUR DUTIES IF INJURY OCCURS

Number 6 of this part is amended to read:

6. Texas law allows you to make weekly payments to an injured employee in certain instances. Unless authorized by law, do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE—PREMIUM

A. **Our Manuals** is amended by adding this sentence:

In this part, “our manuals” means manuals approved or prescribed by the Texas Department of Insurance.

C. **Remuneration**

Number 2 is amended to read:

2. All other persons engaged in work that would make us liable under Part One (Workers Compensation Insurance) of this policy. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured workers compensation insurance.

D. **Premium Payments** is amended by adding this sentence:

The billing statement or invoice for audit additional premiums and/or retrospective additional premiums establishes the date that the premium is due.

© Copyright 2023 National Council on Compensation Insurance, Inc. All Rights Reserved.

E. **Final Premium**

Number 2 is amended to read:

2. If you cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.

PART SIX—CONDITIONS

A. **Inspection** is amended by adding this sentence:

Your failure to comply with the safety recommendations made as a result of an inspection may cause the policy to be canceled by us.

C. **Transfer of Your Rights and Duties** is amended to read:

Your rights and duties under this policy may not be transferred without our written consent. If you die, coverage will be provided for your surviving spouse or your legal representative. This applies only with respect to their acting in the capacity as an employer and only for the workplaces listed in Items 1 and 4 on the Information Page.

D. **Cancelation** is amended to read:

1. You may cancel this policy. You must mail or deliver advance notice to us stating when the cancelation is to take effect.
2. We may cancel this policy. We may also decline to renew it. We must give you written notice of cancelation or nonrenewal. That notice will be sent certified mail or delivered to you in person. A copy of the written notice will be sent to the Texas Department of Insurance—Division of Workers' Compensation.
3. Notice of cancelation or nonrenewal must be sent to you not later than the 30th day before the date on which the cancelation or nonrenewal becomes effective, except that we may send the notice not later than the 10th day before the date on which the cancelation or nonrenewal becomes effective if we cancel or do not renew because of:
   a. Fraud in obtaining coverage;
   b. Misrepresentation of the amount of payroll for purposes of premium calculation;
   c. Failure to pay a premium when payment was due;
   d. An increase in the hazard for which you seek coverage that results from an action or omission and that would produce an increase in the rate, including an increase because of failure to comply with reasonable recommendations for loss control or to comply within a reasonable period with recommendations designed to reduce a hazard that is under your control;
   e. A determination by the Commissioner of Insurance that the continuation of the policy would place us in violation of the law, or would be hazardous to the interests of subscribers, creditors, or the general public.
4. If another insurance company notifies the Texas Department of Insurance—Division of Workers' Compensation that it is insuring you as an employer, such notice must be a cancelation of this policy effective when the other policy starts.

Add the following to the policy:

PART SEVEN—OUR DUTY TO YOU FOR CLAIM NOTIFICATION

A. **Claims Notification**

We are required to notify you of any claim that is filed against your policy. Thereafter we must notify you of any proposal to settle a claim or, on receipt of a written request from you, of any administrative or judicial proceeding relating to the resolution of a claim, including a benefit review conference conducted by the Texas Department of Insurance—Division of Workers' Compensation. You may, in writing, elect to waive this notification requirement.

We must, on the written request from you, provide you with a list of claims charged against your policy, payments made and reserves established on each claim, and a statement explaining the effect of claims on your premium rates. We must furnish the requested information to you in writing no later than the 30th day after the date we receive your request. The information is considered to be provided on the date the information is received by the United States Postal Service or is personally delivered.

COMPLAINT NOTICE:

DISPUTE RESOLUTION SERVICES

NCCI'S DISPUTE RESOLUTION PROCESS DOES NOT APPLY TO WORKERS COMPENSATION CLAIMS.

© Copyright 2023 National Council on Compensation Insurance, Inc. All Rights Reserved.

For workers compensation claim disputes, see "CLAIM COMPLAINT" below. For issues related to a violation of law related to your policy, see "VIOLATIONS OF LAW" below.

Important Note: The dispute resolution services provided through the Dispute Resolution Process (Process) of the National Council on Compensation Insurance (NCCI) are **voluntary**. The Process is not an administrative remedy that must be exhausted before you pursue relief in court. Using the Process does not prevent you or the carrier that issued the policy from pursuing any available legal remedies at any time.

NCCI can assist in the resolution of a dispute regarding your policy that is related to any of the following matters:

- The application or interpretation of rules contained in the various NCCI manuals (including, but not limited to, classification codes and experience rating modifications)
- Rating programs
- Endorsements
- Forms

Contact the carrier that issued the policy and attempt to resolve the dispute directly. If you and the carrier cannot agree, then contact NCCI to ask for assistance. NCCI's ***Basic Manual*** rule, Dispute Resolution Process, addresses disputes. You may obtain dispute resolution services only after you have made a reasonable attempt to first resolve the dispute directly with the carrier and after you have paid any undisputed premium due to the carrier.

Send your request for assistance by mail to NCCI, Dispute Resolution Services, 901 Peninsula Corporate Circle, Boca Raton, FL 33487-1362; or by fax to 561-893-5043; or by email to disputeresolution@ncci.com.

THIS NOTICE OF THE DISPUTE RESOLUTION PROCESS IS FOR INFORMATION ONLY AND DOES NOT BECOME A PART, TERM, OR CONDITION OF THIS POLICY.

VIOLATIONS OF LAW:

If you believe there has been a violation of law related to your policy, file a complaint with the Texas Department of Insurance:

Phone: 1-800-252-3439

Online: tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC CO-CP, PO Box 12030, Austin, TX 78711-2030

CLAIM COMPLAINT:

If there is a workers compensation claim complaint involving one of your employees, then contact the Texas Department of Insurance—Division of Workers' Compensation, Compliance and Investigations by mail to MC: CI, PO Box 12050, Austin, TX 78711-2050; or by fax to 512-490-1030; or by email to DWCCOMPLAINTS@tdi.texas.gov.

THIS NOTICE IS FOR INFORMATION ONLY AND DOES NOT BECOME A PART, TERM, OR CONDITION OF THIS POLICY.

© Copyright 2023 National Council on Compensation Insurance, Inc. All Rights Reserved.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. (☐) Specific Waiver
   Name of person or organization

   (☒) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:
   ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER.

3. Premium:
   The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: INCL

© Copyright 2014 National Council on Compensation Insurance, Inc. All Rights Reserved.

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancelation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1 Number of days advance notice: 30

2 Notice will be mailed to:
TO BE DETERMINED, AS REQUIRED BY WRITTEN CONTRACT.

Privacy Notice

We Take Important Steps to Protect the Nonpublic Personal Information We Collect About You

Dear Customer: ***rev. January 2020***

We care about your privacy. That is why we believe in your right to know what nonpublic personal information ("NPI") we collect about you and what we do with that information. This Privacy Notice describes the NPI we collect about you and how we share and protect that information.

Overview	UNDERSTANDING HOW WE USE YOUR PERSONAL INFORMATION
Why are you receiving this Notice?	Financial institutions, which include the Company, choose how they share your NPI. Federal and state law gives consumers the right to limit some but not all sharing of that information. Federal law also requires us to tell you how we collect, share and safeguard your NPI. You are receiving this Privacy Notice because our records show either that you are a customer who is obtaining or has obtained insurance coverage or non-insurance products or services.
What types of Information do we collect?	The types of NPI we collect depend on the product or service you have with us. This information can include: • Information about you we receive on applications or other forms, such as your name, address, telephone number, date of birth, your social security number, driver's license number, employment information, information about your income, assets and net worth, and medical information; • Information about your transactions with the Company and its affiliates; • Information about your insurance coverage, premiums, claims history, and payment history; • Data from insurance support organizations, government agencies, insurance information sharing bureaus; • Property information and similar data about you or your property, such as property appraisal reports; and • Information we receive from a consumer reporting agency or insurance information sharing bureau, such as a credit or fraud report. When your relationship with us ends, we may continue to share information about you as described in this Privacy Notice.
What do we do with the NPI we collect?	We share your NPI in the course of supporting your insurance coverage or non-insurance products or services, as authorized by law, or with your consent. This includes sharing, as permitted by law, your NPI with affiliated parties and nonaffiliated third parties, as applicable, in the course of supporting your insurance coverage or non-insurance products. These affiliates and nonaffiliated third parties include: • Financial service providers, such as banks and other insurance companies; • Non-financial companies, such as medical providers and nonaffiliated service providers that perform marketing services on our behalf; and • Others, such as consumer reporting agencies and insurance information sharing bureaus. In the section below, we list the reasons we can share your NPI, whether we actually share your NPI, and whether you can opt out of this sharing (or if you are a resident of Vermont, whether you

©2020 Zurich American Insurance Company

	have the right to opt in to allowing this sharing).

Reasons we can share your personal information	Does Company Share?	Can you opt out of this sharing or limit this sharing or is your authorization required for this sharing? [For residents of Vermont: Do you have the right to opt in to allow this sharing?]
For our everyday business purposes – such as to process your transactions, administer insurance coverage, products or services, maintain your account, prevent fraud and report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	Not Applicable
For our affiliates' everyday business purposes – transaction and experience information	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	Not Applicable
For our affiliates to market to you	Yes	No
For non-affiliates to market their products to you	No	Not Applicable

Collecting and safeguarding information	
How often do you notify me about your privacy practices?	We must notify you about our sharing practices when you receive your policy, open an account or purchase a service, and each year while you are a customer, or when significant or legal changes require a revision. Please review the privacy policy posted on our website, ZurichNA.com. It contains additional information about our practices.
Why do you collect my NPI?	We collect NPI when you apply for insurance or file an insurance claim to help us provide you with our insurance products and services, and determine your insurability or other eligibility. We may also ask you and others for information to help us verify your identity in order to prevent money laundering and terrorism. Information in a report prepared by an insurance support organization may be retained by that organization and provided to others.
What NPI do we share?	We may provide to affiliates and/or nonaffiliated third parties the same NPI listed above in the section entitled, "What types of information do we collect?"
How do you safeguard my NPI?	Employees who have access to your NPI are required to maintain and protect the confidentiality of that information. Access to your personal information may be needed to conduct business on your behalf or to service your insurance coverage. In addition, we maintain physical, electronic and procedural measures to protect your personal information in compliance with applicable laws and regulatory standards.

©2020 Zurich American Insurance Company

FOR RESIDENTS OF ARIZONA, CALIFORNIA, CONNECTICUT, GEORGIA, ILLINOIS, MAINE, MASSACHUSETTS, MINNESOTA, MONTANA, NEW JERSEY, NEVADA, NORTH CAROLINA, OHIO, OREGON, OR VIRGINIA:

You have the following individual rights under state law:

Except for certain documents related to claims and lawsuits, you have the right to access the recorded personal information that we have collected about you which we reasonably can locate and retrieve. To access your recorded personal information, you must submit a request using our online form on our website, ZurichNA.com, or calling our toll-free number at 1-800-382-2150. You may also reasonably describe the information you seek in writing and send your written request to the Privacy Office via mail (Zurich – Privacy Office, 1299 Zurich Way, Schaumburg, IL 60196) or via email at privacy.office@zurichna.com. If you would like a copy of your recorded personal information that we reasonably can locate and retrieve, we may charge you a reasonable fee to cover the costs incurred in providing you a copy of the recorded information if it is permitted by law. If you request medical records, we may elect to supply that information to you through your designated medical professional for security purposes. We may also direct you to a consumer reporting agency to obtain certain consumer report information.

Generally, most of the recorded nonpublic personal information we collect about you and have in our possession is from policy applications or enrollment forms you submit to obtain our products and services, and is reflected in your statements and other documentation you receive from us. If you believe that the personal information we have about you in our records is incomplete or inaccurate, please let us know at once through any of the above methods, and we will investigate and correct any errors we find.

You also have the right to request the correction, amendment, or deletion of recorded personal information about you that we have in our possession. You may make your request using any of the above methods.

Residents of California and Nevada have additional rights over their non-public personal information if it is not governed by the Gramm-Leach-Bliley Act. For more information about these rights, please consult our online privacy policy posted on our website, ZurichNA.com.

FOR RESIDENTS OF MASSACHUSETTS ONLY WHO ARE ZNA P&C CUSTOMERS: You may ask in writing for the specific reasons for an adverse underwriting decision. An adverse underwriting decision is where we decline your application for insurance, offer to insure you at a higher than standard rate or terminate your coverage.

Key words and phrases	TERMS YOU SHOULD KNOW

Definitions	
Everyday business purposes	The actions necessary for financial companies like the Company to conduct business and manage customer accounts, such as: • Processing transactions, mailing and auditing services; • Administering insurance coverage, product, services or claims; • Providing information to credit bureaus; • Protecting against fraud; • Responding to court/governmental orders or subpoenas and legal investigations; and • Responding to insurance regulatory authorities.
Affiliates	Financial or nonfinancial companies related by common ownership or control. • *Company affiliates include insurance and non-insurance companies under common ownership with the Company and that provide insurance and non-insurance products or services.*
Nonaffiliated Third Parties	Financial or nonfinancial companies not related by common ownership or control. We may share your information with companies that we hire to perform marketing and business services for us, such as data processing, computer software maintenance and development, and transaction processing. When we share information with others to perform these services, they are required to take appropriate steps to protect this information and use it only for purposes of performing the services. • *The Company does not share information with nonaffiliates to market their products to you*.

©2020 Zurich American Insurance Company

Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • *The Company does not jointly market.*

Changes to this Privacy Notice; contact us	We may change the policies, standards and procedures described in this Notice at any time to comply with applicable laws and/or to conform to our current business practices. We will notify you of material changes. If you have any questions about your contract with us, you should contact your agent. If you have questions specific to our Privacy Notice, contact our Privacy Office via mail (Zurich – Privacy Office, 1299 Zurich Way, Schaumburg, IL 60196) or via email at privacy.office@zurichna.com.

This Privacy Notice is sent on behalf of the following affiliated companies, which are referred to in this Privacy Notice, in the aggregate, as the "Company:"

American Guarantee and Liability Insurance Company, American Zurich Insurance Company, Colonial American Casualty and Surety Company, Empire Fire & Marine Insurance Company, Empire Indemnity Insurance Company, The Fidelity and Deposit Company of Maryland, Steadfast Insurance Company, Universal Underwriters Insurance Company, Universal Underwriters of Texas Insurance Company, Zurich American Insurance Company, Zurich American Insurance Company of Illinois, The Zurich Services Corporation (together, "the ZNA P&C Companies"), Zurich American Life Insurance Company, and Zurich American Life Insurance Company of New York.

©2020 Zurich American Insurance Company

Insurance for this coverage part provided by: ZURICH AMERICAN INSURANCE COMPANY

Named Insured: THE BOARD OF REGENTS OF THE **Policy Number:** WC 0845816-00

Effective Date of Endorsement: 05-19-2026 **Expiration Date:** 05-19-2027

This deductible endorsement applies between you and us. It does not affect or alter the rights of the policy. You will reimburse us for the deductible amounts that we pay on your behalf. This endorsement will remain in effect on renewals of this policy unless specifically not made a part of such or replaced by a similar endorsement.

States Covered: TX

SCHEDULE

Coverage	Deductible Amount/Basis	
Workers Compensation Bodily Injury By Accident:	250,000	each accident
Workers Compensation Bodily Injury By Disease:	250,000	each claim
Employers Liability Bodily Injury By Accident:	250,000	each accident
Employers Liability Bodily Injury By Disease	250,000	each claim

Allocated Loss Adjustment Expense (ALAE) Select One:

Option 1. X ALAE is reimbursed and included in Deductible Amount

Option 2. ALAE is reimbursed in addition to Deductible Amount

Option 3 ALAE is not reimbursed

A. How This Deductible Applies

1. You agree to reimburse us for:

a. Each Accident/each Claim, up to the deductible amount shown in the Schedule above, for the total of:

(1) All benefits required of you by the Workers Compensation Law (including benefits payable under Other States Insurance or under any endorsement) and any Federal Act; plus

(2) All sums you must pay as damages under Employers Liability Insurance and any Federal Act; plus

b. All "allocated loss adjustment expense" as respects any "claim" or suit:

(1) As a part of the total of 1.above when you have elected Option 1, "ALAE is reimbursed and included in the deductible amount" in the Schedule above; or

(2) In addition to and not limited by the deductible amount when you have elected Option 2. "ALAE is reimbursed and in addition to the deductible amount", in the Schedule above..

c. All assessments we incur related to the deductible amount.

2. All claims for benefits or damages because of bodily injury by the same or related diseases to any one person will be considered as one claim when determining how the deductible amounts apply. Included are filings by your employee for such benefits with an agency authorized by law, and a suit or other proceeding brought by your employee for such benefits or damages. "By your employee"

includes such action taken by others legally entitled to do so on his or her behalf.

B. Effect of Deductible on Limits of Liability

1. With respect to the Employers Liability Insurance provided by this policy, the applicable, "each claim", "each accident", or other similar amount of reimbursement is reduced by the sum of all damages within applicable deductible amount shown.

The payment of "allocated loss adjustment expense" will not affect the amount of reimbursement. This provision applies whether the Employers Liability Insurance is provided by Part Two or by an endorsement to this policy.

2. In the event of a claim, our obligation to pay is the amount available for benefits or damages that remains after the application of the specific loss reimbursement amount.

C. Definitions

1. "Claim" means a written demand you receive for:

a. Benefits required of you by a Workers Compensation law; or

b. Damages covered by this policy.

2. "Allocated loss adjustment expense" means claim adjustment expense directly allocated by us to a particular "claim". Such expense shall include, but shall not be limited to: attorney's fees; independent adjusters fees; court and alternative dispute resolution costs; medical examinations; expert medical or other testimony; autopsies; witnesses and summonses; copies of documents; arbitration fees; surveillance; appeal bond costs and appeal filing fees; pre and post judgement interest; and medical cost containment expenses. Such expenses shall not include cost of investigation, the salaries and traveling expenses of our employees, other than those salaried employees who preform services which can be directly allocated to the handling of a particular claim.

D. Conditions

1. Subrogation

We have your rights and the rights of persons entitled to the benefits of this insurance to recover losses that are reimbursable under this endorsement and any deductible amount from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

If we recover any payment made under this policy from anyone liable for the injury, the amount we recover will first be applied to any payments made by us on this injury in excess of the deductible amount; only then will the remainder of that recovery, if any, be applied to reduce the deductible amount paid or reimbursed or reimbursable by you on this injury.

2. Cancellation

You must:

a. Promptly pay us all amounts for which you are responsible under this endorsement; and

b. Reimburse us for any such amounts that we pay upon receipt of a billing from us.

If you fail to do so, we will cancel either this endorsement or this policy by provisions of statute.

If this policy or endorsement is cancelled we will abide by the statutory provisions which govern this policy and return the premium less uncollected advances paid for losses within the deductible including "allocated loss adjustment expenses."

3. Your Duties

a. The first Named Insured shown on the Information Page is authorized to pay all deductible amounts on behalf of all Named Insureds and to reimburse us for any such amounts that we advance.

b. Each Named Insured is jointly and severally liable for all deductible amounts under this policy.

4. Other Rights and Duties (Ours and Yours)

All other terms of this policy, including those which govern:

a. Our right and duty to defend any "claim", proceeding or suit against you; and

b. Your duties, if injury occurs;

apply regardless of application of this deductible endorsement.

Workers Compensation and Employers Liability Insurance Policy

ZURICH

ZURICH AMERICAN INSURANCE COMPANY
A stock insurance company
A member company of Zurich North America

Administrative office:
Zurich Towers
1299 Zurich Way
Schaumburg, Illinois 60196-1056

Insured

THE BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM
210 W 7TH ST
AUSTIN, TX 78701-2903

Producer

MARSH USA LLC
1717 MAIN ST STE 4400
COMERICA BANK TOWER
DALLAS TX 75201-7343

In return for the payment of premium, and subject to the terms of this policy, coverage is provided as stated in this policy.

IN WITNESS WHEREOF, this Company has executed and attested these presents and, where required by law, has caused this policy to be countersigned by its duly Authorized Representative(s).



President



Secretary

DEDUCTIBLE NOTICE OF ELECTION

Texas law permits an employer to obtain workers compensation insurance with a deductible. The insurance applies only to benefits payable under Texas workers compensation law. When a deductible is elected, the policyholder is required to reimburse the insurance carrier for benefits payable under the law up to the deductible amount and a credit is applied to the policy. Premium credits are determined based on the deductible selected and the hazard group. The hazard group is determined by the classification that produces the largest amount of estimated Texas standard premium.

You are not required to choose a deductible. If you do choose one, your insurance company will pay the deductible amount for you, but you must reimburse the insurance company within 30 days after they send you notice that payment is due. If you fail to reimburse the insurance company, they may cancel the policy upon ten days written notice, and any resulting premium may be applied to the deductible amount owed.

If a deductible amount is desired, please indicate below.

☐ Yes, I want a deductible of (select only one):

1. $ _____ per accident
2. $ _____ per claim
3. $ _____ medical-only

applied to benefits payable under the Texas Workers Compensation Law. I understand that the company will pay the deductible amount and seek reimbursement _____.
(monthly, quarterly or other)

☐ No, I do not want a deductible applied to benefits payable under the Texas Workers Compensation Law.

☐ Yes, I do want a deductible policy, but am unable to obtain one for the following reason: _____

_____

The deductible plans have been explained to me.

_____ Signature and Title		_____ Date
_____ Employer Name (print or type)	_____ Policy No.	_____ Address
_____ Insurance Company		_____ Effective Date

DNE-1A (Ed. 6-14)

© Copyright 2014 National Council on Compensation Insurance, Inc. All Rights Reserved.

Combined Aggregate Deductible Schedule

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.
WC 0845816-00	05-19-2026	05-19-2027

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement provides supplementary information to be used with the following:

Business Auto Coverage Form
Commercial General Liability Coverage Part
Employee Benefits Liability Coverage Part
Garage Coverage Form
Liquor Liability Coverage Part
Motor Carrier Coverage Form
Stop Gap – Employers Liability Coverage Part
Truckers Coverage Form
Workers Compensation and Employers Liability Policy

The Combined Aggregate Deductible is adjustable and determined as the sum of the rate(s) multiplied by the final audited Exposure(s).	Program	Estimated Exposure	Rate	Per	Of (Exposure Basis)
	ROCIP IX	$1,985,461,800	$3.37452	$1000	Construction Value
	1PC # 703-1404	$1,750,000,000	$3.37452	$1000	Construction Value

The Deductible Amounts for the policies listed here will be combined with this policy for the application of the Combined Aggregate Deductible Amount. Policy Number(s):			
WC 0845813 (ROCIP IX)	GLO 0845814 (ROCIP IX & #703-1404 Patient Care Building 1)		
WC 0845816 (#703-1404 Patient Care Building 1)			

ROCIP IX (all other enrolled projects) -	
Combined Aggregate Deductible Amount	$ 6,700,000
Minimum Combined Aggregate Deductible Amount	$ 6,700,000

Patient Care Building 1 (Project # 703-1404) -	
Combined Aggregate Deductible Amount	$ 5,905,300
Minimum Combined Aggregate Deductible Amount	$ 5,905,300

COMMERCIAL INSURANCE

NAMED INSURED SCHEDULE

Policy Number: WC 0845816-00

THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, ITS SUBSIDIARIES, ASSOCIATED AND/OR AFFILIATED INSTITUTIONS, SUCCESSORS, OR ASSIGNS, AS NOW EXIST OR MAY HEREAFTER BE ACQUIRED OR FORMED, AND ANY CORPORATION OR OTHER BUSINESS ORGANIZATION WHICH ANY OF THE NAMED INSURED OWNS, OPERATES OR CONTROLS, INCLUDING THE INTEREST AS SUCCESSOR TO ANY CORPORATION OR OTHER BUSINESS ORGANIZATION ACQUIRED, MERGED, OR TRANSFORMED INTO ANY OF THE FOREGOING, AND OTHER INTERESTS AS ARE NOW OR HEREAFTER RELATED TO THE INSURED BUT NOT SPECIFICALLY NAMED. THIS INCLUDES BUT IS NOT LIMITED TO:

- THE UNIVERSITY OF TEXAS SYSTEM BOARD OF REGENTS
- THE UNIVERSITY OF TEXAS SYSTEM
- THE UNIVERSITY OF TEXAS SYSTEM ADMINISTRATION
- THE UNIVERSITY OF TEXAS AT ARLINGTON
- THE UNIVERSITY OF TEXAS AT AUSTIN
- THE UNIVERSITY OF TEXAS AT DALLAS
- THE UNIVERSITY OF TEXAS AT EL PASO
- THE UNIVERSITY OF TEXAS OF THE PERMIAN BASIN
- THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY
- THE UNIVERSITY OF TEXAS AT SAN ANTONIO
- THE UNIVERSITY OF TEXAS AT TYLER
- THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER
- THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON
- THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON
- THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO
- THE UNIVERSITY OF TEXAS M.D. ANDERSON CANCER CENTER
- THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT TYLER
- STEPHEN F. AUSTIN STATE UNIVERSITY, A MEMBER OF THE UNIVERSITY OF TEXAS SYSTEM
- TEXAS EPIDEMIC PUBLIC HEALTH INSTITUTE

ALL CONTRACTORS OF ANY TIER ENROLLED IN THE CONTROLLED INSURANCE PROGRAM AND WHO PERFORM WORK AT A DESIGNATED PROJECT SITE AS DEFINED IN THE DESIGNATED WORKPLACE EXCLUSION ENDORSEMENT (WC 00 03 02). UNLESS OTHERWISE ENDORSED ON THIS POLICY, NO COVERAGE WILL BE PROVIDED TO VENDORS, SUPPLIERS, MATERIAL DEALERS, DEMOLITION, ABATEMENT CONTRACTORS, OR OTHER HAZARDOUS WASTE REMOVAL CONTRACTORS WHO VISIT, MAKE DELIVERIES TO OR WORK TEMPORARILY AT THE PROJECT SITE(S).

Sanctions 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 global sanctions, which may include any of the following:

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

Please read this Notice carefully.

We shall not provide coverage, make any payments or provide any service or benefit to any insured, beneficiary, or third party who may have any rights under this policy to the extent any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED