

# **NUREX LLC**

## **Response to Data Request**

**Docket No. A-2026-3061073**

Submitted to: Pennsylvania Public Utility Commission

Submitted by: NUREX LLC

Date: March 25, 2026

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3. Insurance Proposal (RPS)
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# 1. Response Packet

# NUREX LLC – PUC Response Packet

## Docket No. A-2026-3061073

### 1. Service Area

NUREX LLC will provide non-emergency medical transportation service between points in Bucks County, Montgomery County, and Philadelphia County, Pennsylvania, and from points in these counties to points elsewhere in Pennsylvania, and return.

### 2. Driver Qualification & Compliance Policy

Drivers must be at least 21 years old, hold a valid license, pass MVR checks before hire and annually, complete criminal background checks, and undergo training. Records are retained for a minimum of 3 years.

### 3. Vehicle Acquisition Plan

NUREX LLC will begin operations with 1 leased vehicle (wheelchair-accessible capable). Monthly lease cost is \$1,975. Additional vehicles will be added as operations expand.

### 4. Vehicle Safety Program

Preventive maintenance includes oil changes every 5,000–7,000 miles, monthly tire checks, and annual inspections. Drivers complete daily pre- and post-trip inspections.

### 5. Statement of Financial Position (As of Today)

Category	Amount (\$)
Business Bank Account	11,645.80
Vehicles Owned	0
Other Assets	0
Total Assets	11,645.80
Vehicle Lease Obligation (Monthly)	1,975.00
Loans/Debts	1,000.00
Insurance Monthly Expense	2,259.78
Total Liabilities (Monthly obligations noted)	3,259.78
Net Position (Assets - Debts)	10,645.80

## Financial Explanation

NUREX LLC maintains a current business bank balance of \$11,645.80. The company operates with one leased vehicle at a monthly cost of \$1,975. Insurance expenses are approximately \$2,259.78 per month. The company carries minimal debt of \$1,000. Supporting documentation including bank statements and lease agreements are attached.

## Verification Statement

I, Nurbek Fattoev, hereby state that the facts set forth are true and correct to the best of my knowledge. Signature: *Nurbek Fattoev* Date: 03/23/2026

## **2. Bank Statement**

Truist  
Account Transaction History

AIF Name NUREX LLC

03/23/2026

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743 HOPKINS AVE  
BENSALEM PA 19020-5735

Statement Date 03/31/2026

Previous Balance \$0.00

Posted Balance \$11,645.80

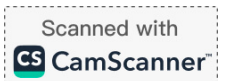
Total Debits \$6,808.40

Total Credits \$18,454.20

Account # [REDACTED]

Posting Date	Effective Date	Debit Credit	Tran Code	Description	Reference #	Check/ Serial #	Amount	Ending Balance
03/02/2026	03/02/2026	C	0013	DEPOSIT	8100690204	0	\$200.00	\$200.00
03/06/2026	03/06/2026	C	3500	PAYROLL SAAB EXPRESS LLC T010 NUREX ACH CREDIT	5007128667	0	\$3,028.20	\$3,228.20
03/09/2026	03/09/2026	D	8279	Nil PAYMENT ID BBT375139681 ZELLE BUSINESS PAYMENT TO	111	0	\$1,000.00	\$2,228.20
03/09/2026	03/09/2026	D	7850	03-08-26 VISA DIRECT MO 3215PAYSEND.COM VISA MONEY TRANSFER DEBIT	727948400	0	\$200.00	\$2,028.20
03/09/2026	03/09/2026	D	8279	Mironshokh Furkatovich PAYMENT ID BBT375403341 ZELLE BUSINESS PAYMENT TO	111	0	\$300.00	\$1,728.20
03/10/2026	03/10/2026	D	7537	SHEIN.COM 03-08 844-8022500 NY 3215 DEBIT CARD PURCHASE	9007585451	0	\$69.15	\$1,659.05
03/10/2026	03/10/2026	D	7539	03-09-26 BORON 3215PILOT #0200 DEBIT CARD PURCHASE-PIN	221051800	0	\$18.07	\$1,640.98
03/10/2026	03/10/2026	D	7539	03-09-26 KINGMAN 3215FLYING J #610 DEBIT CARD PURCHASE-PIN	221051900	0	\$15.53	\$1,625.45
03/10/2026	03/10/2026	D	8279	Nil PAYMENT ID BBT375693679 ZELLE BUSINESS PAYMENT TO	111	0	\$200.00	\$1,425.45
03/10/2026	03/10/2026	D	8279	Ayajon PAYMENT ID BBT375732326 ZELLE BUSINESS PAYMENT TO	111	0	\$100.00	\$1,325.45
03/11/2026	03/11/2026	D	7537	IPFS Corporation 03-10 Kansas City MO 3215 DEBIT CARD PURCHASE	10724632	0	\$733.53	\$591.92
03/11/2026	03/11/2026	D	7539	03-10-26 ADRIAN TX 3215KK IRISH DEBIT CARD PURCHASE-PIN	220344900	0	\$5.15	\$586.77
03/12/2026	03/12/2026	D	7537	BUFFALO WILD WNGS 03-11 HINTON OK 3215 DEBIT CARD PURCHASE	1005336268	0	\$25.71	\$561.06
03/12/2026	03/12/2026	D	7537	PAYSEND 03-11 Texas TX 3215 DEBIT CARD PURCHASE	1005337014	0	\$200.00	\$361.06
03/12/2026	03/12/2026	D	7539	03-11-26 RICHMOND KY 3215CASEYS #4666 101 INTERSTA DEBIT CARD PURCHASE-PIN	222959800	0	\$9.09	\$351.97

Please be aware that the Ending Balance only reflects items posted. It **does not** include holds or unavailable deposit funds that may reduce the available balance used to pay items.  
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**Truist**  
**Account Transaction History**

AIF Name NUREX LLC

03/23/2026

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743 HOPKINS AVE  
BENSALEM PA 19020-5735

Statement Date 03/31/2026

Previous Balance \$0.00 Posted Balance \$11,645.80

Total Debits \$6,808.40 Total Credits \$18,454.20

Account # [REDACTED]

Posting Date	Effective Date	Debit Credit	Tran Code	Description	Reference #	Check/ Serial #	Amount	Ending Balance
03/12/2026	03/12/2026	D	7537	PA BACKGROUND CHEC 03-11 JUKUNKLE@PA.G PA 3215 DEBIT CARD PURCHASE	1005343656	0	\$22.00	\$329.97
03/12/2026	03/12/2026	D	7539	03-12-26 GEORGETOWN 3215PILOT #0047 DEBIT CARD PURCHASE-PIN	222959900	0	\$10.18	\$319.79
03/13/2026	03/13/2026	C	3379	NURBEK FATTOEV PAYMENT ID WFCT0ZWW2552 ZELLE BUSINESS PAYMENT FROM	111	0	\$193.00	\$512.79
03/13/2026	03/13/2026	C	3500	PAYROLL SAAB EXPRESS LLC T010 NUREX ACH CREDIT	2005586433	0	\$5,520.00	\$6,032.79
03/13/2026	03/13/2026	D	7537	CASEYS #4666 03-11 RICHMOND KY 3215 DEBIT CARD PURCHASE	2008388124	0	\$60.01	\$5,972.78
03/13/2026	03/13/2026	D	7537	DNH*GODADDY#403645 03-12 480-5058855 AZ 3215 DEBIT CARD PURCHASE	2008380622	0	\$7.99	\$5,964.79
03/13/2026	03/13/2026	D	7537	DNH*GODADDY#403659 03-12 480-5058855 AZ 3215 DEBIT CARD PURCHASE	2008380628	0	\$18.01	\$5,946.78
03/13/2026	03/13/2026	D	7537	MCDONALD'S F28436 03-12 GEORGETOWN KY 3215 DEBIT CARD PURCHASE	2008391582	0	\$14.17	\$5,932.61
03/13/2026	03/13/2026	D	7537	PAYSEND 03-12 Texas TX 3215 DEBIT CARD PURCHASE	2008381626	0	\$100.00	\$5,832.61
03/13/2026	03/13/2026	D	8279	Mironshokh Furkatovich PAYMENT ID BBT376284092 ZELLE BUSINESS PAYMENT TO	111	0	\$500.00	\$5,332.61
03/13/2026	03/13/2026	D	8279	Dadem PAYMENT ID BBT376292580 ZELLE BUSINESS PAYMENT TO	111	0	\$170.00	\$5,162.61
03/16/2026	03/16/2026	D	7537	COMM OF PA OB/OCO 03-13 717-425-6646 PA 3215 DEBIT CARD PURCHASE	5009353505	0	\$350.00	\$4,812.61
03/16/2026	03/16/2026	D	7537	TRANSPORT SPECIALI 03-13 859-263-3312 OH 3215 DEBIT CARD PURCHASE	5009351851	0	\$195.70	\$4,616.91
03/16/2026	03/16/2026	D	7537	TST*MARKSBURY FARM 03-13 Lancaster KY 3215 DEBIT CARD PURCHASE	5018746377	0	\$22.26	\$4,594.65
03/16/2026	03/16/2026	D	7539	03-13-26 KNOXVILLE 3215PILOT #0270 DEBIT CARD PURCHASE-PIN	746394500	0	\$17.91	\$4,576.74

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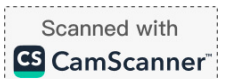
Total Debits \$6,808.40

Total Credits \$18,454.20

Account # [REDACTED]

Posting Date	Effective Date	Debit Credit	Tran Code	Description	Reference #	Check/ Serial #	Amount	Ending Balance
03/16/2026	03/16/2026	D	8279	Akbarxon PAYMENT ID BBT376637234 ZELLE BUSINESS PAYMENT TO	111	0	\$600.00	\$3,976.74
03/16/2026	03/16/2026	D	7539	03-14-26 MT. VERNON 3215HUCK'S FOOD & F DEBIT CARD PURCHASE-PIN	746394600	0	\$18.67	\$3,958.07
03/16/2026	03/16/2026	D	7539	03-14-26 MT. VERNON 3215HUCK'S FOOD & F DEBIT CARD PURCHASE-PIN	746394700	0	\$22.28	\$3,935.79
03/16/2026	03/16/2026	D	7539	03-14-26 FORISTELL 3215TA #175 ST LOUI DEBIT CARD PURCHASE-PIN	746394800	0	\$6.80	\$3,928.99
03/16/2026	03/16/2026	D	7537	Store 03-15 Concordia MO 3215 DEBIT CARD PURCHASE	5018751173	0	\$13.00	\$3,915.99
03/16/2026	03/16/2026	D	7539	03-14-26 CONCORDIA MO 3215CASEYS #3489 101 N MAIN S DEBIT CARD PURCHASE-PIN	746394900	0	\$10.61	\$3,905.38
03/16/2026	03/16/2026	D	8279	Nur PAYMENT ID BBT376831137 ZELLE BUSINESS PAYMENT TO	111	0	\$150.00	\$3,755.38
03/16/2026	03/16/2026	D	7539	03-15-26 LIMON 3215FLYING J #621 DEBIT CARD PURCHASE-PIN	746395000	0	\$14.08	\$3,741.30
03/16/2026	03/16/2026	D	7539	03-15-26 SILT 3215GOLDEN GATE PET DEBIT CARD PURCHASE-PIN	746395100	0	\$250.00	\$3,491.30
03/16/2026	03/16/2026	D	7539	03-15-26 SILT 3215GOLDEN GATE PET DEBIT CARD PURCHASE-PIN	746395200	0	\$10.55	\$3,480.75
03/16/2026	03/16/2026	D	8279	Ayajon PAYMENT ID BBT377121587 ZELLE BUSINESS PAYMENT TO	111	0	\$100.00	\$3,380.75
03/16/2026	03/16/2026	D	8279	Nil PAYMENT ID BBT377176481 ZELLE BUSINESS PAYMENT TO	111	0	\$150.00	\$3,230.75
03/17/2026	03/17/2026	D	7537	IHOP #5638 03-15 OAKLEY KS 3215 DEBIT CARD PURCHASE	6009209278	0	\$36.05	\$3,194.70
03/17/2026	03/17/2026	D	7537	DANS TIRE SERVICE 03-16 VERNAL UT 3215 DEBIT CARD PURCHASE	6009220018	0	\$743.54	\$2,451.16
03/17/2026	03/17/2026	D	7537	CHEVRON 0355746 03-16 VERNAL UT 3215 DEBIT CARD PURCHASE	6009211570	0	\$7.94	\$2,443.22

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Account # [REDACTED]

Posting Date	Effective Date	Debit Credit	Tran Code	Description	Reference #	Check/Serial #	Amount	Ending Balance
03/17/2026	03/17/2026	D	7539	03-16-26 EVANSTON 3215PILOT #0141 DEBIT CARD PURCHASE-PIN	203542000	0	\$8.93	\$2,434.29
03/17/2026	03/17/2026	D	8279	Nur PAYMENT ID BBT377256289 ZELLE BUSINESS PAYMENT TO	111	0	\$100.00	\$2,334.29
03/17/2026	03/17/2026	D	7539	03-17-26 WAMSUTTER 3215ONE9 #1251 DEBIT CARD PURCHASE-PIN	203542100	0	\$14.76	\$2,319.53
03/18/2026	03/18/2026	D	7539	03-17-26 WOOD RIVER 3215PILOT #912 DEBIT CARD PURCHASE-PIN	217542800	0	\$3.05	\$2,316.48
03/18/2026	03/18/2026	D	7539	03-17-26 FORISTELL 3215MR. FUEL #715 DEBIT CARD PURCHASE-PIN	217542900	0	\$7.84	\$2,308.64
03/19/2026	03/19/2026	D	7537	MCDONALD'S F27663 03-18 CARTERSVILLE GA 3215 DEBIT CARD PURCHASE	8006038880	0	\$14.50	\$2,294.14
03/19/2026	03/19/2026	D	7539	03-18-26 CARTERSVILLE 3215PILOT #0067 DEBIT CARD PURCHASE-PIN	224973100	0	\$32.87	\$2,261.27
03/19/2026	03/19/2026	D	7539	03-19-26 CARTERSVILLE 3215PILOT #0067 DEBIT CARD PURCHASE-PIN	224973200	0	\$7.48	\$2,253.79
03/19/2026	03/19/2026	D	8279	Ayajon PAYMENT ID BBT377823216 ZELLE BUSINESS PAYMENT TO	111	0	\$100.00	\$2,153.79
03/20/2026	03/20/2026	C	3379	ALI FURKATOVICH INC PAYMENT ID BACsm87wxquk ZELLE BUSINESS PAYMENT FROM	111	0	\$2,000.00	\$4,153.79
03/20/2026	03/20/2026	C	3348	SAAB EXPRESS LLC FEASTERVILLE TREVOSE RTP CREDIT	1039136668	0	\$7,513.00	\$11,666.79
03/20/2026	03/20/2026	D	7537	LOVE'S #0735 INSID 03-19 CALHOUN GA 3215 DEBIT CARD PURCHASE	9009834550	0	\$9.58	\$11,657.21
03/20/2026	03/20/2026	D	7537	LOVE'S #0735 INSID 03-19 CALHOUN GA 3215 DEBIT CARD PURCHASE	9009834552	0	\$8.52	\$11,648.69
03/20/2026	03/20/2026	D	7539	03-20-26 GIRARD 3215MR. FUEL #732 DEBIT CARD PURCHASE-PIN	247953600	0	\$2.89	\$11,645.80

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### **3. Insurance Proposal (RPS)**

## Proposal of Insurance

**Insured Name and Mailing Address:**

Nurex LLC  
743 Hopkins Ave  
Bensalem, PA 19020

Quote#: 8758046B

**Insured Location:**

743 Hopkins Ave  
Bensalem, PA 19020

Quote Valid Until: 30 days  
or until the proposed inception ,  
whichever occurs first

### POLICY INFORMATION

Issuing Carrier: National Liability & Fire Insurance Company NAIC: 20052  
Carrier Status: Admitted AM Best Rating: A++ XV  
Policy Term: 3/18/2026 to 3/18/2027  
Coverage: Business Auto - Public  
CoInsurance:

### LIMITS AND DEDUCTIBLES

See attached Company quote

**Deductible**

\$1000	Comp
\$1000	Collision

### RATING INFORMATION

## PREMIUM INFORMATION

**LINES OF BUSINESS:**

Auto Liability	\$17,041.00
Physical Damage	\$2,181.00
Hired and Non-Owned	\$3,003.00
Waiver of Subrogation	\$150.00
Additional Insured/Interest	\$449.00

**POLICY PERIOD PREMIUM:** \$22,824.00

**FEES:** Fees are fully earned unless otherwise specified

Broker Fee - RPS \$150.00

**TOTAL CHARGES** \$22,974.00

## FORMS AND ENDORSEMENTS

See attached Company quote for terms, conditions and exclusions.

Symbol 7 8 & 9

Drivers and vehicles must be reported and can result in surcharge

## BINDING INSTRUCTIONS

**IN ORDER TO BIND COVERAGE**, please provide the following additional information. Please note, coverage and premium terms are subject to change or withdrawal pending review and underwriting approval of this additional information:

Subject to Fully Completed, Signed & Dated NICO Application and suppl at time of Binding.

## ADDITIONAL COMMENTS

Please note:

# Account Summary For NUREX LLC

Quote #: 17867964  
 Status: Copy  
 Policy Type: AP

Originally Quoted: 2/20/2026 8:01 PM CST  
 Quote Printed: 3/17/2026 2:00 PM EDT  
 Proposed Effective: 3/18/2026 12:00 AM CST  
 Proposed Expiration: 3/18/2027 12:00 AM CST

Quoted By: Brenda Strom  
 Risk Placement Services, Inc.  
 4350 Westown Pkwy, Ste 170  
 West Des Moines, IA 50266  
 Phone - (515) 225-8535  
 Fax - (515) 225-8073  
 Brenda\_Strom@rpsins.com  
 Producer: Risk Placement Services  
 8400 Normandale Lake Blvdc, Suite 37  
 Bloomington, MN 55437

DOT #: Unknown  
 MC #: Unknown

Symbol	Coverage	Limit (\$)	Premium (\$)
7	Liability	1,000,000 CSL	14,977
7	UM - BI - NonStacked	100,000 CSL	373
7	UIM - BI - NonStacked	100,000 CSL	704
	FPB Basic		987
7	FPB Additional		N/A
7	Physical Damage	See Specific Unit	2,181
	Total Ins Value	58,000	
	Add'l Ins'd		449
	Waiver of Sub		150
8	Hired Car Liability		2,808
9	Non Owned Liability		195
<b>Total</b>			<b>\$22,824.00</b>

Revision: 73PA2025R01

Vehicle Information

NICO-Rate Version: 8.8.1.353

Unit	Liability	UM	UIM	FPB Basic	FPB Addl	Phys Dam	Cargo/ In-Tow	AI/Lessor	Unit Sub Total
1 2023 FORD Transit (78483) Comp/Coll \$58,000 Radius: Up to 50 Miles	14,977	373	704	987		2,181	N/A	N/A	19,222
	<b>Deductible:</b>		1,000/1,000						



# Additional Coverages For NUREX LLC

<b>Hired Car &amp; Non-Owned Information</b>		<b>Premium (\$) 3,003</b>	
<b>Primary Use of Hired Autos:</b>		Public (Passenger Carrying Autos)	
<b>HC Liability Rate per \$200 Cost of Hire</b>	112.33	<b>Cost of Hire</b>	5,000
<b>HC Physical Damage Rate per \$500 Cost of Hire</b>	N/A	<b>Deductible</b>	N/A
<b>N/O # of Employees &amp; Volunteers</b>	2	<b>HC Physical Damage Value</b>	N/A
		<b>N/O Estimated Mileage</b>	500

<b>Additional Insured/Waiver of Subrogation</b>		<b>Premium (\$) 599</b>	
<u>Coverage</u>	<u>Number</u>	<u>Premium (\$)</u>	
Waiver of Subrogation	1	150	
Additional Insured	1	449	

### Hired Car Premium - Cost of Hire

The quoted hired car premium is an estimated premium. The cost of hire may be audited by the company and may result in additional premium.

The cost of hire includes the cost of all autos leased, hired, rented, or borrowed by the insured. Leasing, hiring, renting or borrowing of hired autos includes:

- the operation of a hired auto by the named insured or any person under its control;
- operation by anyone, with the named insured’s consent, under the governmental authority issued to the named insured; or
- transportation of persons or property under a bill of lading, ticket, or any agreement where the named insured is shown as the carrier of the property or passengers.

The cost of hire includes the cost of owner-operators, services provided by subcontractors, and loads brokered to other carriers, regardless of whether they carry their own insurance or whether they agree to indemnify or otherwise hold harmless the named insured.

## **4. Insurance Finance Agreement**

<b>A</b>	<b>CASH PRICE (TOTAL PREMIUMS)</b>	<b>\$23,024.00</b>
<b>B</b>	<b>CASH DOWN PAYMENT</b>	<b>\$4,604.80</b>
<b>C</b>	<b>PRINCIPAL BALANCE (A MINUS B)</b>	<b>\$18,419.20</b>

<b>AGENT</b> (Name & Place of business) PROFESSIONAL INSURANCE STRATEGIES  6677 W THUNDERBIRD RD BLDG J-176 GLENDALE, AZ 85306 (623)463-9000 FAX:	<b>INSURED</b> (Name & Residence or business) NUREX, LLC 743 HOPKINS AVE  BENSALEM, PA 19020 (267)235-4255 docs.nurex@gmail.com
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Commercial

Account #: \_\_\_\_\_

**LOAN DISCLOSURE**

AP Quote Number: 34524008(Acct:  
513960)

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate.  24.350%	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you.  \$1,918.82	<b>AMOUNT FINANCED</b> The amount of credit provided to you or on your behalf.  \$18,419.20	<b>TOTAL OF PAYMENTS</b> The amount you will have paid after you have made all payments as scheduled  \$20,338.02
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**YOUR PAYMENT SCHEDULE WILL BE**

<b>Number Of Payments</b>  9	<b>Amount Of Payments</b>  \$2,259.78	<b>When Payments Are Due</b>  Beginning: MONTHLY 04/10/2026
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YOU HAVE THE RIGHT TO RECEIVE AN ITEMIZATION  
OF THE AMOUNT FINANCED:  
 I WANT AN ITEMIZATION (DO NOT CHECK IF YOU DO  
NOT WANT AN ITEMIZATION)

**Security:** Refer to paragraph 1 below for a description of the collateral assigned to Lender to secure this loan.

**Late Charges:** A late charge will be imposed on any installment in default 5 days or more. This late charge will be 5.00% of the installment due.


**Prepayment:** If you pay your account off early, you may be entitled to a refund of a portion of the finance charge computed by the actuarial method on a 360 day basis or as otherwise allowed by law. The finance charge includes a predetermined interest rate plus a non-refundable service/origination fee of \$10.00. See the terms below and on the next page for additional information about nonpayment, default and penalties.

POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY	SCHEDULE OF POLICIES INSURANCE COMPANY AND GENERAL AGENT	COVERAGE	MINIMUM EARNED PERCENT	POL TERM	PREMIUM
PENDING	03/18/2026	NATIONAL LIABILITY & FIRE INSURANCE RISK PLACEMENT SERVICES	COMMERCIAL AUTO	25.00%	12	22,824.00 Fee: 150.00
					Broker Fee:	\$50.00
					<b>TOTAL:</b>	<b>\$23,024.00</b>

The undersigned insured directs IPFS Corporation (herein, "Lender") to pay the premiums on the policies described on the Schedule of Policies. In consideration of such premium payments, subject to the provisions set forth herein, the insured agrees to pay Lender at the branch office address shown above, or as otherwise directed by Lender, the amount stated as Total of Payments in accordance with the Payment Schedule, in each case as shown in the above Loan Disclosure. The named insured(s), on a joint and several basis if more than one, hereby agree to the following provisions set forth on pages 1 and 2 of this Agreement: **1. SECURITY:** To secure payment of all amounts due under this Agreement, insured assigns Lender a security interest in all right, title and interest to the scheduled policies, including (but only to the extent permitted by applicable law): (a) all money that is or may be due insured because of a loss under any such policy that reduces the unearned premiums (subject to the interest of any applicable mortgagee or loss payee), (b) any unearned premium under each such policy, (c) dividends which may become due insured in connection with any such policy and (d) interests arising under a state guarantee fund. **2. POWER OF ATTORNEY:** Insured irrevocably appoints its Lender attorney-in-fact with full power of substitution and full authority upon default to cancel all policies above identified, receive all sums assigned to its Lender or in which it has granted Lender a security interest and to execute and deliver on behalf of the insured documents, instruments, forms and notices relating to the listed insurance policies in furtherance of this Agreement.

**NOTICE: A. Do not sign this agreement before you read it or if it contains any blank space. B. You are entitled to a completely filled in copy of this agreement. C. Under the law, you have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the finance charge. D. Keep your copy of this agreement to protect your legal rights.**

The undersigned hereby warrants and agrees to Agent's Representations set forth herein.

  
 \_\_\_\_\_  
 Verified by signNow  
 08/19/2026 13:53:21 UTC  
 ec80446edc0b4682b78b  
 or Authorized Agent

03/20/2026

DATE

  
 \_\_\_\_\_  
 Signature of Agent

DATE

Insured and Lender further agree that:**3. POLICY EFFECTIVE DATES:** The finance charge begins to accrue as of the earliest policy effective date.

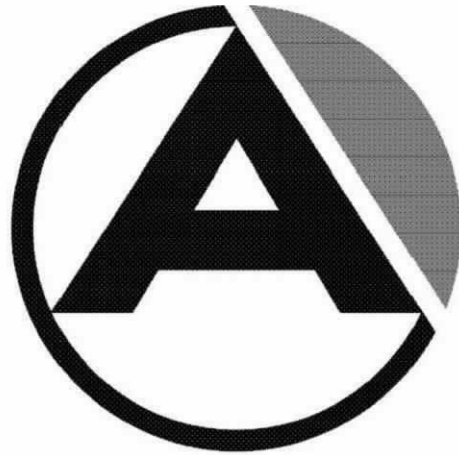
**4. AGREEMENT EFFECTIVE DATE:** This Agreement shall be effective when written acceptance is mailed to the insured by Lender. **5. DEFAULT AND DELINQUENT PAYMENTS:** If any of the following happens insured will be in default: (a) a payment is not made when it is due, (b) a proceeding in bankruptcy, receivership, insolvency or similar proceeding is instituted by or against insured, or (c) insured fails to keep any promise the insured makes in this Agreement; provided, however, that, to the extent required by applicable law, insured may be held to be in default only upon the occurrence of an event described in clause (a) above. The acceptance by Lender of one or more late payments from the insured shall not estop Lender or be a waiver of the rights of Lender to exercise all of its rights hereunder or under applicable law in the event of any subsequent late payment. **6. CANCELLATION:** Lender may cancel the scheduled policies after providing at least 18 days notice of its intent to cancel or any other required statutory notice if the insured does not pay any installment according to the terms of this Agreement or transfers any of the scheduled policies to a third party and the unpaid balance due to Lender shall be immediately due and payable by the insured. Lender at its option may enforce payment of this debt without recourse to the security given to Lender. **7. CANCELLATION CHARGES:** If cancellation occurs, the insured agrees to pay a finance charge on the outstanding indebtedness at the maximum rate authorized by applicable state law in effect on the date of cancellation until the outstanding indebtedness is paid in full or until such other date as required by law. **8. INSUFFICIENT FUNDS (NSF) CHARGES:** If insured's check or electronic funding is dishonored for any reason, the insured will pay to Lender a fee of \$20.00 or the maximum amount permitted by law. (Not applicable in AL and KY). **9. MONEY RECEIVED AFTER CANCELLATION:** Any payments made to Lender after Lender's Notice of Cancellation of the insurance policy(ies) has been mailed may be credited to the insured's account without any obligation on the part of Lender to request reinstatement of any policy. Any money Lender receives from an insurance company shall be credited to the balance due Lender with any surplus refunded to whomever is entitled to the money. In the event that Lender does request a reinstatement of the policy(ies) on behalf of the insured, such a request does not guarantee that coverage under the policy(ies) will be reinstated or continued. Only the insurance company has authority to reinstate the policy(ies). The insured agrees that Lender has no liability to the insured if the policy(ies) is not reinstated and Lender may charge a reinstatement fee where permitted up to the maximum amount allowed by law. **10.**

**ASSIGNMENT:** The insured agrees not to assign this Agreement or any policy listed hereon or any interest therein (except for the interest of mortgagees or loss payees), without the written consent of Lender, and that Lender may sell, transfer and assign its rights hereunder or under any policy without the consent of the insured, and that all agreements made by the insured hereunder and all rights and benefits conferred upon Lender shall inure to the benefit of Lender's successors and assigns (and any assignees thereof). **11. INSURANCE AGENT OR BROKER:** The insured agrees that the insurance agent or broker soliciting the policies or through whom the policies were issued is not the agent of Lender; and the agent or broker named on the front of this Agreement is neither authorized by Lender to receive installment payments under this Agreement nor to make representations, orally or in writing, to the insured on Lender's behalf (except to the extent expressly required by applicable law). As and where permissible by law, Lender may compensate your agent/broker for assisting in arranging the financing of your insurance premiums. If you have any questions about this compensation you should contact your agent/broker. **12. FINANCING NOT A CONDITION:** The law does not require a person to enter into a premium finance agreement as a condition of the purchase of insurance. **13. COLLECTION COSTS:** Insured agrees to pay attorney fees and other collection costs to Lender to the extent permitted by law if this Agreement is referred to an attorney or collection agency who is not a salaried employee of Lender, to collect any money insured owes under this Agreement. (Not applicable in KY) **14. LIMITATION OF LIABILITY:** The insured agrees that Lender's liability to the insured, any other person or entity for breach of any of the terms of this Agreement for the wrongful or improper exercise of any of its powers under this Agreement shall be limited to the amount of the principal balance outstanding, except in the event of Lender's gross negligence or willful misconduct (not applicable in KY). Insured recognizes and agrees that Lender is a lender only and not an insurance company and that in no event does Lender assume any liability as an insurer hereunder or otherwise. **15. CLASSIFICATION AND FORMATION OF AGREEMENT:** This Agreement is and will be a general intangible and not an instrument (as those terms are used in the Uniform Commercial Code) for all purposes. Any electronic signature or electronic record may be used in the formation of this Agreement, and the signatures of the insured and agent and the record of this Agreement may be in electronic form (as those terms are used in the Uniform Electronic Transactions Act). A photocopy, a facsimile or other paper or electronic record of this Agreement shall have the same legal effect as a manually signed copy. **16. REPRESENTATIONS AND WARRANTIES:** The insured represents that (a) the insured is not insolvent or presently the subject of any insolvency proceeding (or if the insured is a debtor of bankruptcy, the bankruptcy court has authorized this transaction), (b) if the insured is not an individual, that the signatory is authorized to sign this Agreement on behalf of the insured, (c) all parties responsible for payment of the premium are named and have signed this Agreement, and (d) there is no term or provision in any of the scheduled policies that would require Lender to notify or get the consent of any third party to effect cancellation of any such policy. **17. ADDITIONAL PREMIUM FINANCING:** Insured authorizes Lender to make additional advances under this premium finance agreement at the request of either the Insured or the Insured's agent with the Insured's express authorization, and subject to the approval of Lender, for any additional premium on any policy listed in the Schedule of Policies due to changes in the insurable risk. If Lender consents to the request for an additional advance, Lender will send Insured a revised payment amount ("Revised Payment Amount"). Insured agrees to pay the Revised Payment Amount, which may include additional finance charges on the newly advanced amount, and acknowledges that Lender will maintain its security interest in the Policy with full authority to cancel all policies and receive all unearned premium if Insured fails to pay the Revised Payment Amount. **18. PRIVACY:** Our privacy policy may be found at <https://ipfs.com/Privacy>. **19. ENTIRE DOCUMENT / GOVERNING LAW:** This document is the entire Agreement between Lender and the insured and can only be changed in writing and signed by both parties except that the insured authorizes Lender to insert or correct on this Agreement, if omitted or incorrect, the insurer's name and the policy number(s). Lender is also authorized to correct patent errors and omissions in this Agreement. In the event that any provision of this Agreement is found to be illegal or unenforceable, it shall be deemed severed from the remaining provisions, which shall remain in full force and effect. The laws of the State of Pennsylvania will govern this Agreement. **20. AUTHORIZATION:** The insurance company(ies) and their agents, any intermediaries and the agent / broker named in this Agreement and their successors and assigns are hereby authorized and directed by insured to provide Lender with full and complete information regarding all financed insurance policy(ies), including without limitation the status and calculation of unearned premiums, and Lender is authorized and directed to provide such parties with full and complete information and documentation regarding the financing of such insurance policy(ies), including a copy of this Agreement and any related notices. **21. WAIVER OF SOVERIGN IMMUNITY:** The insured expressly waives any sovereign immunity available to the insured, and agrees to be subject to the laws as set forth in this Agreement (and the jurisdiction of federal and/or state courts) for all matters relating to the collection and enforcement of amounts owed under this Agreement and the security interest in the scheduled policies granted hereby.

#### AGENT/BROKER REPRESENTATIONS

The agent/broker executing this, and any future, agreements represents, warrants and agrees: (1) installment payments totaling \$0.00 and all applicable down payment(s) have been received from the insured in immediately available funds, (2) the insured has received a copy of this Agreement; if the agent/broker has signed this Agreement on the insured's behalf, the insured has expressly authorized the agent/broker to sign this Agreement on its behalf or, if the insured has signed, to the best of the undersigned's knowledge and belief such signature is genuine, (3) the policies are in full force and effect and the information in the Schedule of Policies including the premium amounts is correct, (4) no direct company bill, audit, or reporting form policies or policies subject to retrospective rating or to minimum earned premium are included, except as indicated, and the deposit of provisional premiums is not less than anticipated premiums to be earned for the full term of the policies, (5) the policies can be cancelled by the insured or Lender (or its successors and assigns) on 10 days notice and the unearned premiums will be computed on the standard short rate or pro rata table except as indicated, (6) there are no bankruptcy, receivership, or insolvency proceedings affecting the insured, (7) to hold Lender, its successors and assigns harmless against any loss or expense (including attorney fees) resulting from these representations or from errors, omissions or inaccuracies of agent/broker in preparing this Agreement, (8) to pay the down payment and any funding amounts received from Lender under this Agreement to the insurance company or general agent (less any commissions where applicable), (9) to hold in trust for Lender or its assigns any payments made or credited to the insured through or to agent/broker directly or indirectly, actually or constructively by the insurance companies and to pay the monies, as well as the unearned commissions to Lender or its assigns upon demand to satisfy the outstanding indebtedness of the insured, (10) all material information concerning the insured and the financed policies necessary for Lender to cancel such policies and receive the unearned premium has been disclosed to Lender, (11) no term or provision of any financed policy requires Lender to notify or get the consent of any third party to effect cancellation of such policy, and (12) to promptly notify Lender in writing if any information on this Agreement becomes inaccurate.

## **5. General Liability Policy**



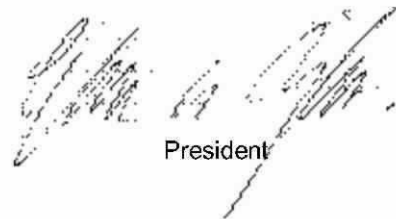
**ATAIN**  
**INSURANCE COMPANY**

30833 Northwestern Hwy., Ste. 220  
Farmington Hills, MI 48334

IN WITNESS WHEREOF, the company has caused this policy to be signed by its President and its Secretary and countersigned on the declarations page by a duty authorized representative of the company.

A handwritten signature in cursive script, appearing to read "Kaufman".

Secretary

A handwritten signature in cursive script, appearing to read "John A. [unclear]".

President

(Attach Declarations Page, Coverage Parts, Schedules and Endorsements, if any, here)

## SCHEDULE OF FORMS AND ENDORSEMENTS

<b>POLICY NUMBER:</b> APF200005917	<b>EFFECTIVE DATE:</b> 03/10/2026	<b>NAMED INSURED:</b> Nurex, LLC
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### Common Forms

AF101 (02-24)	Atain Insurance Company Policy Jacket
SOFAE (09-10)	Schedule Of Forms And Endorsements
AFD1C (07-17)	Common Policy Declarations Page
AF001396 (07-22)	Infringement, Misappropriation And Unfair Competition Exclusion
AF001772 (08-17)	Atain Insurance Company Claim Reporting Form
AF3380 (06-17)	Fraud And Misrepresentation
AF3550 (07-12)	Minimum Earned Premium
AF900 (01-16)	Service Of Suit
IL0017 (11-98)	Common Policy Conditions

### State Forms

IL0246 (09-07)	Pennsylvania Changes - Cancellation and Non-Renewal
IL0910 (12-03)	Pennsylvania Notice
PASLGSTAMP	Surplus Lines Insurance - Pennsylvania

### General Liability

UNLPSFD1L (07-17)	Commercial General Liability Supplemental Declarations Page
AF000871 (07-12)	Maximum Limit
AF000839 (04-21)	Exclusion - Employees, Subcontractors, Independent Contractors, Temporary Workers, Leased Workers or Volunteers
AF000873 (07-12)	Known Injury Or Damage Exclusion – Personal And Advertising Injury
AF000899 (10-23)	Amendment – Aircraft, Auto Or Watercraft
AF000943 (07-12)	Doctors And Nurses Exclusion
AF001007 (01-24)	Combined Coverage And Exclusion Endorsement
AF001054 (07-12)	Exclusion Of Bodily Injury To Passengers
AF001084 (05-20)	Professional Liability Coverage Part
AF001116 (07-12)	Employees As Additional Insured
AF001199 (07-12)	Sexual Abuse-Molestation Exclusion
AF001401 (06-16)	Damage to Premises Rented to You Limitation
AF001707 (03-13)	Amendment Of Nonpayment-Cancellation Condition
AF001729 (04-16)	Exclusion – State Of Missouri
AF001752 (08-16)	Americans With Disabilities Act And Discrimination Exclusion
AF001788 (10-21)	Total Cannabis And Related Products Exclusion
AF001812 (07-23)	Total PFC-PFAS Exclusion
AF001821 (01-24)	Total Cyber, Website And Data Related Liability Exclusion
AF0044 (08-12)	Sexual-Physical Abuse Liability
AF33510 (08-12)	Classification Limitation
AF3369 (08-12)	Occupational Environmental Disease Exclusion
AF3378 (01-15)	Amendment Of Section IV Conditions
AF3400 (07-12)	Absolute Silica or Silica-Related Dust Exclusion
CG0001 (04-13)	Commercial General Liability Coverage Form
CG2026 (04-13)	Additional Insured - Designated Persons
CG2107 (05-14)	Exclusion Access Or Disclosure Of Confidential Or Personal Information
CG2132 (05-09)	Communicable Disease Exclusion
CG2139 (10-93)	Contractual Liability Limitation
CG2167 (12-04)	Fungi Or Bacteria Exclusion
CG2173 (01-15)	Exclusion of Certified Acts of Terrorism

**COMMON POLICY  
DECLARATIONS**

**ATAIN INSURANCE COMPANY  
FARMINGTON HILLS, MICHIGAN**

NEW  
Renewal of Number

**Policy Number** APF200005917

**Item 1. Named Insured and Mailing Address:**

Nurex, LLC  
743 Hopkins Ave  
Cornwells Heights PA 19020

**Agent Name and Address:**

Burns & Wilcox - Scottsdale  
150 Burns  
Scottsdale AZ 85254

To be Completed By Agent	
INSPECTION	
<input type="checkbox"/> Ordered Date _____	
<input type="checkbox"/> Attached	
<input type="checkbox"/> Not Necessary	
% of Manual	Commission
%	%

REG. DESK	CODING	U/ W	FILE

**Item 2.** Policy Period From:03/10/2026 To:03/10/2027

**12:01 A.M. Standard Time at the address of the Named Insured as stated herein.**

**Item 3. Retroactive Date:** None

**Item 4. Business Description:** Non-Emergency Medical Transportation

**Item 5. In return for the payment of the premium , and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.**

**This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.**

Coverage Part(s)	Premium
Commercial Property Coverage Part	\$
Commercial General Liability Coverage Part	\$2,225.00
Commercial Inland Marine Coverage Part	\$
Inspection Fee	\$180.00
Policy Fee	\$300.00
PA Stamp Tax	\$20.00
PA Surplus Lines Tax	\$66.75

Minimum & Advance Premium 100.00%  
Minimum Earned Premium % of the original premium

**Total**

\$2,791.75
------------

**Item 6.**Forms and endorsements applicable to all Coverage Parts:\_\_\_\_\_

SEE SCHEDULE OF FORMS AND ENDORSEMENTS

03/10/2026  
\_\_\_\_\_  
**DATE**

Aaron Pfister  
\_\_\_\_\_  
**UNDERWRITER**

*Samuel Carson*  
\_\_\_\_\_  
**PROCESSOR**

The insurer which has issued this insurance is not licensed by The Pennsylvania Insurance Department and is subject to limited regulation. This insurance is NOT covered by this Pennsylvania Property and Casualty Insurance Guaranty Association. Placed by Burns & Wilcox, Ltd.,

# ATAIN INSURANCE COMPANIES CLAIM REPORTING INFORMATION

Your insurance policy has been placed with an Atain Insurance Company.

Our commitment to you is to provide fast, fair claim service. Promptly reporting an event that could lead to a claim, as required by your policy, helps us fulfill this commitment to you. Please refer to your policy for this and all other terms and conditions.

## **HOW TO REPORT A CLAIM**

E-mail at [claims@atainins.com](mailto:claims@atainins.com), fax at 248-539-6092, or visit our website at [www.atainins.com](http://www.atainins.com).

In order to expedite this process, please be prepared to furnish as much of the following information as possible:

- Your policy number
- Date, time and location of the loss / accident
- Details of the loss / accident
- Name, address and phone number of any involved parties
- If applicable, name of law enforcement agency or fire department along with the incident number.

Please also refer to your policy for specific claim reporting requirements.

Thank you for your business and as always, we appreciate the opportunity to serve you.

**This Endorsement Changes the Policy - Please Read it Carefully**

**FRAUD, CONCEALMENT AND MISREPRESENTATION ENDORSEMENT**

**THIS ENDORSEMENT APPLIES TO ALL COVERAGE PARTS PROVIDED UNDER THE POLICY**

**A. FRAUD, CONCEALMENT AND MISREPRESENTATION FOR INCEPTION OF THIS POLICY**

This policy was issued based on the information supplied on an application and other correspondence, including your claims or loss history. This information is attached to and considered to be part of this policy.

You should review this information carefully because the truth of this information was of paramount importance in influencing our decision to issue this policy.

You, for all the insureds under this policy, do warrant the truth of such information to the best of your and their knowledge at the inception date of this policy.

If such information is false or misleading, it may cause denial of coverage or voiding of the policy. In any such instance, there shall be no duty to defend or indemnify any insured.

**B. FRAUD, CONCEALMENT AND MISREPRESENTATION IN PRESENTING ANY CLAIM**

With respect to all "insureds" covered under this policy and their representatives, we do not provide coverage if one or more "insureds" have:

- a) Concealed or misrepresented any material fact or circumstance; or
- b) Engaged in fraudulent or dishonest conduct relating to a claim.

Any actions taken by an insured, or their representative, as outlined in this endorsement may cause a denial of coverage or voiding of the policy. In any such instance, there shall be no duty to defend or indemnify any insured.

All other terms and conditions of this policy remain unchanged.

This endorsement is effective on the inception date of this policy unless otherwise stated herein. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: APF200005917  
Named Insured: Nurex, LLC  
Endorsement Effective: 03/10/2026

**This Endorsement Changes The Policy. Please Read It Carefully.**

**MINIMUM EARNED PREMIUM AND CANCELLATION CLAUSE**

This endorsement modifies insurance provided under the following Coverage Forms:

**COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL INLAND MARINE COVERAGE FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
COMMERCIAL PROPERTY COVERAGE PART  
GARAGE COVERAGE FORM  
GARAGEKEEPERS LEGAL LIABILITY COVERAGE FORM  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM**

The minimum premium for this policy is [25.0000%] of the annual written premium, and such minimum earned premium is not subject to short rate or pro-rata adjustment in the event of cancellation by the insured. It is understood and agreed that cancellation for non-payment of premium shall be deemed a request by the insured for cancellation of this policy. In such case, the terms of the minimum earned premium and cancellation clause apply.

All other terms and conditions of this policy remain unchanged.

This endorsement is effective on the inception date of this policy unless otherwise stated herein.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: APF200005917  
Named Insured: Nurex, LLC  
Endorsement Effective: 03/10/2026

## **SERVICE OF SUIT ENDORSEMENT**

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any Arbitration provision within this Policy. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance.

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the insured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States or Canada. Nothing in this endorsement shall in any way constitute a waiver of the Company to commence an action in any Court of competent jurisdiction in the United States, to remove any action to a United States District Court, to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States, or to enforce any other provisions of the policy.

It is further agreed that service of process in such suit may be made upon the Claims & Litigation Director, Atain Specialty Insurance Company, Kaufman Financial Center, 30833 Northwestern Highway, Farmington Hills, MI 48334, and that in any suit instituted against the Company under this policy, the Company will abide by the final decision of such Court or by the final decision of the final Appellate Court, in the event of an appeal.

The above named is authorized and directed to accept service of process on behalf of the Company in any such suit and/or upon the request of the insured to give a written undertaking to the Insured that it or they will enter a general appearance upon the Company's behalf in the event such a suit shall be instituted.

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

## 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.

## COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTAL DECLARATIONS

These Supplemental Declarations form a part of policy number

APF200005917

<b>LIMITS OF INSURANCE</b>							
General Aggregate Limit (other than Products/Completed Operations)							\$ 2,000,000
Products/Completed Operations Aggregate Limit							\$2,000,000
Personal and Advertising Injury Limit							\$1,000,000
Each Occurrence Limit							\$ 1,000,000
Damage to Premises Rented to You Limit							\$100,000
Medical Expense Limit							\$5,000 any one person
<b>BUSINESS DESCRIPTION AND LOCATION OF PREMISES</b>							
Form of business:							
<input type="checkbox"/> Individual <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership <input type="checkbox"/> Organization (other than Partnership or Joint Venture) <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> LLC							
Business description: Non-Emergency Medical Transportation							
Location of all premises you own, rent or occupy:							
LOC #1: 743 Hopkins Ave, Cornwells Heights, PA 19020-5735							
<b>PREMIUM</b>							
Classification	Code No	*Premium Basis	Pr/Co	Rate	All Other	Pr/Co	Advance Premium
Ambulance Service, First Aid, or Rescue Squads - For Profit	40031	o)1	0.00	1,000.00			\$1,000.00
CG2026 - Additional Insured - Designated Person(s) or Organization(s)			INCL	INCL	INCL		\$225
Sexual/Physical Abuse			INCL	INCL	INCL		\$1,000
<b>GL TOTAL:</b>							\$2,225.00
<b>FORMS AND ENDORSEMENTS (other than applicable forms and endorsements shown elsewhere in the policy)</b>							
Forms and endorsements applying to this Coverage Part and made part of this policy at time of issue:							
SEE SCHEDULE OF FORMS AND ENDORSEMENTS							
<b>DEDUCTIBLE: Not Applicable</b>							Per Claim

\* (a) Area, (c) Total Cost, (m) Admission, (p) Payroll, (s) Gross Sales, (u) Units, (o) Other

THIS SUPPLEMENTAL DECLARATIONS AND THE COMMERCIAL LIABILITY DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS COMPLETE THE ABOVE NUMBERED POLICY.

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

## **PENNSYLVANIA CHANGES – CANCELLATION AND NONRENEWAL**

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 LIABILITY UMBRELLA COVERAGE PART  
 COMMERCIAL PROPERTY COVERAGE PART  
 CRIME AND FIDELITY COVERAGE PART  
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
 EQUIPMENT BREAKDOWN COVERAGE PART  
 FARM COVERAGE PART  
 FARM UMBRELLA LIABILITY POLICY  
 LIQUOR LIABILITY COVERAGE PART  
 POLLUTION LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**A.** The **Cancellation** Common Policy Condition is replaced by the following:

### **CANCELLATION**

**1.** The first Named Insured shown in the Declarations may cancel this policy by writing or giving notice of cancellation.

**2. Cancellation Of Policies In Effect For Less Than 60 Days**

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation.

**3. Cancellation Of Policies In Effect For 60 Days Or More**

If this policy has been in effect for 60 days or more or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

**a.** You have made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 days before the effective date of cancellation.

**b.** You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least 15 days before the effective date of cancellation.

**c.** A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability has become known during the policy period. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

**d.** Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

- e. Material failure to comply with policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- f. Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

This policy may also be cancelled from inception upon discovery that the policy was obtained through fraudulent statements, omissions or concealment of facts material to the acceptance of the risk or to the hazard assumed by us.

- 4. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the specific reasons for cancellation.
- 5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 6. 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 and will be returned within 10 business days after the effective date of cancellation. If the first Named Insured cancels, the refund may be less than pro rata and will be returned within 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.

- 7. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.
- B. The following are added and supersede any provisions to the contrary:

**1. Nonrenewal**

If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the specific reasons for nonrenewal, to the first Named Insured at least 60 days before the expiration date of the policy.

**2. Increase Of Premium**

If we increase your renewal premium, we will mail or deliver to the first Named Insured written notice of our intent to increase the premium at least 30 days before the effective date of the premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the first Named Insured's last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

## PENNSYLVANIA NOTICE

An Insurance Company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for, issuance, renewal or continuation of, a policy of insurance:

1. Surveys;
2. Consultation or advice; or
3. Inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

1. If the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
2. To consultation services required to be performed under a written service contract not related to a policy of insurance; or
3. If any acts or omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice, or gross negligence.

### Instruction to Policy Writers

Attach the Pennsylvania Notice to all new and renewal certificates insuring risks located in Pennsylvania.



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

**SURPLUS LINES INSURANCE  
(Pennsylvania)**

The insurer which has issued this insurance is not licensed by the Pennsylvania Insurance Department and is not subject to limited regulation. This insurance is NOT covered by the Pennsylvania Insurance Guaranty Association.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**EXCLUSION – EMPLOYEES, SUBCONTRACTORS, INDEPENDENT CONTRACTORS,  
TEMPORARY WORKERS, LEASED WORKERS OR VOLUNTEERS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
OWNERS AND CONTACTORS PROTECTIVE LIABILITY COVERAGE FORM-COVERAGE FOR OPERATIONS  
OF DESIGNATED CONTRACTOR

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Endorsement Number	Inception Date 03/10/2026	Expiration Date 03/10/2027
Endorsement Effective 03/10/2026	Policy Number APF200005917	
Named Insured Nurex, LLC		

- I. Exclusion e., **Employer's Liability** in Part 2, **Exclusions** of **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by the following:

**e. Employer's Liability**

1. "Bodily injury" to:
  - a. any "employee", "temporary worker", "leased worker", or "volunteer worker" of any insured;
  - b. any other person performing work or services for any insured; or
  - c. any "subcontractor" or "independent contractor" or any "employee" of any "subcontractor" or "independent contractor" arising out of and in the course of employment by or service to any insured for which any insured may be held liable as an employer or in any other capacity;
2. Any obligation of any insured to indemnify or contribute with another because of damages arising out of "bodily injury" to anyone identified in paragraph 1. of this endorsement;
3. "Bodily injury" sustained by the spouse, parent, brother, sister, companion or offspring of anyone identified in paragraph 1. of this endorsement;
4. Contractual liability as defined in Section I - Exclusions, item 2 b. of the Commercial General Liability Coverage Form CG 0001.

This exclusion applies to all causes of action arising, in whole or part, out of "bodily injury" to anyone identified in paragraph 1. of this endorsement, including care and loss of services.

When there is no coverage for any one insured under this endorsement, coverage is also excluded for any other insured (and section IV.7.b of form of the Commercial General Liability Coverage Form CG0001 shall not apply).

**II. Exclusion f. Employers Liability** in Part 2, Exclusions of **SECTION 1 - COVERAGES, BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in the **OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM - COVERAGE FOR OPERATIONS OF DESIGNATED CONTRACTOR** form is replaced by the following:

**f. Employer's Liability**

1. "Bodily injury" to:
  - a. any "employee", subcontractor, employee of any subcontractor, "independent contractor", employee of any "independent contractor", "temporary worker", "leased worker", or "volunteer worker" of any insured;
  - b. any other person performing work or services for any insured; or
  - c. any "subcontractor" or "independent contractor" or any "employee" of any "subcontractor" or "independent contractor" arising out of and in the course of employment by or service to any insured for which any insured may be held liable as an employer or in any other capacity;
2. Any obligation of any insured to indemnify or contribute with another because of damages arising out of "bodily injury" to anyone identified in paragraph 1. of this endorsement;
3. "Bodily injury" sustained by the spouse, parent, brother, sister, companion or offspring of anyone identified in paragraph 1. of this endorsement; or
4. Contractual liability as defined in Section I - Exclusions, item 2 b. of the Owners And Contractors Protective Liability Coverage Form CG 0009.

This exclusion applies to all causes of action arising, in whole or part, out of "bodily injury" to anyone identified in paragraph 1. of this endorsement, including care and loss of services.

When there is no coverage for any one insured under this endorsement, coverage is also excluded for any other insured (and section IV.7.b of form of the Commercial General Liability Coverage Form CG0001 shall not apply).

**III. Endorsement Definitions**

For the purposes of this endorsement, "subcontractor" includes, but is not limited to, any persons or entities employed by, working with, hired by, loaned to, or contracted by any "subcontractor," including any downstream sub-subcontractors or "independent contractors".

For the purposes of this endorsement, "independent contractor" means one that contracts to do work or perform a service for another and that retains control over the means or methods used in doing the work or performing the service. "Independent contractor" includes, but is not limited to, any persons or entities employed by, working with, hired by, loaned to, or contracted by any "independent contractor", including any downstream sub-subcontractors or other "independent contractors".

For the purposes of this endorsement, "Employee" is defined as follows: "Employee" includes a "leased worker".

All other terms and conditions of this policy remain unchanged.

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

## **MAXIMUM LIMIT OF INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
PROFESSIONAL LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Number	Inception Date 03/10/2026	Expiration Date 03/10/2027
Endorsement Effective 03/10/2026	Policy Number APF200005917	
Named Insured Nurex, LLC		

The following paragraph is added to **SECTION III – LIMITS OF INSURANCE**:

If two or more Coverages apply to the same "occurrence" or "professional incident", the highest limit from one of the **COVERAGES** shall be the maximum limit of insurance available for the "occurrence" or "professional incident".

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

**KNOWN INJURY OR DAMAGE EXCLUSION PERSONAL AND ADVERTISING INJURY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Number	Inception Date 03/10/2026	Expiration Date 03/10/2027
Endorsement Effective 03/10/2026	Policy Number APF200005917	
Named Insured Nurex, LLC		

The following exclusion is added to Paragraph 2. **Exclusions of SECTION I - COVERAGES COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:**

**Known Injury Or Damage**

This insurance does not apply to "personal and advertising injury" arising from an offense:

- a. That occurs during the policy period and, prior to the policy period, an insured listed under Paragraph 1. of **SECTION II - WHO IS AN INSURED** or an "employee" authorized by you to give or receive notice of an offense or claim, knew that the "personal and advertising injury" had occurred prior to the policy period, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "personal and advertising injury" occurred, then any continuation, change or resumption of such offense during or after the policy period will be deemed to have been known prior to the policy period; or
- b. That occurs during the policy period and was, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of **SECTION II - WHO IS AN INSURED** or an "employee" authorized by you to give or receive notice of an offense or claim, includes any continuation, change or resumption of that "personal and advertising injury" after the end of the policy period.

A "personal and advertising injury" arising from an offense 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 an "employee" authorized by you to give or receive notice of an offense or claim:

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

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

**AMENDMENT - AIRCRAFT, AUTO OR WATERCRAFT EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Number	Inception Date 03/10/2026	Expiration Date 03/10/2027
Endorsement Effective 03/10/2026	Policy Number APF200005917	
Named Insured Nurex, LLC		

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, paragraph (g.) Aircraft, Auto Or Watercraft** is deleted and replaced with the following:

**g. Aircraft, Auto Or Watercraft**

This insurance does not apply to:

- (1) "Bodily injury" or "property damage" arising out of or in connection with any aircraft or watercraft unless as outlined below;
- (2) "Bodily injury" or "property damage" arising out of or in connection with any "auto" unless as outlined below; or
- (3) "Bodily injury" or "property damage" arising out of or in connection with the "loading or unloading" of any aircraft, "auto" or watercraft by any insured unless as outlined below.

This exclusion applies to "bodily injury" or "property damage" arising out of any aircraft, "auto" or watercraft, whether or not owned, maintained, used, rented, leased, hired, loaned, borrowed or entrusted to others or provided to another by any insured.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, entrustment, permitting, training or monitoring of others by an insured.

This exclusion applies even if the claims against any insured allege direct or vicarious liability.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own, rent or on any premises or in the water while being worked upon;
- (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 any insured;

- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of:
  - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
  - (b) The operation of any of the machinery or equipment listed in Paragraph f. (2) or f. (3) of the definition of "mobile equipment"; or
- (6) "Bodily injury" or "property damage" arising out of maintenance, service or repair of an "auto" by the Named Insured or their employees on the property of the insured or on the premises of others.

**SECTION V – DEFINITIONS, Paragraph 11 is deleted and replaced with the following:**

11. "Loading or unloading" means the handling of persons or property:

- a. After moved from the place where accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While in or on an aircraft, watercraft or "auto"; or
- c. While being moved from an aircraft, watercraft or "auto" to the place where 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".

All other terms and conditions of this policy remain in full force and effect.

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

**EXCLUSION - PHYSICIANS, NURSES, PSYCHOLOGISTS AND  
LICENSED MENTAL HEALTH COUNSELOR**

This endorsement modifies insurance provided under the following:

**COMBINED EXCLUSION AND COVERAGE FORM  
PROFESSIONAL LIABILITY COVERAGE PART AND PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Number	Inception Date 03/10/2026	Expiration Date 03/10/2027
Endorsement Effective 03/10/2026	Policy Number APF200005917	
Named Insured Nurex, LLC		

**SCHEDULE**

<b>Description of Operations:</b> Non-Emergency Medical Transport  Any Healthcare including Home Healthcare services or operations.
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(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 the operations shown in the Schedule, this insurance is amended as follows:

- I. The **Physicians, Nurses, Psychologists Liability** Exclusion in the **PROFESSIONAL LIABILITY COVERAGE PART AND PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS** is replaced with the following Exclusion:

**Physicians, Nurses, Psychologists or Licensed Mental Health Counselor Liability**

Physicians, nurses, psychiatrists, psychologists or licensed mental health counselors liability including payment for loss or defense costs in connection with any claim made against any insured or anyone representing the insured in the capacity of the above and arising out of, directly or indirectly resulting from, in consequence of, or in any way involving such insured's personal acts or omissions involving a "professional incident".

For the purposes of this endorsement "professional incident" means any negligent act or omission:

1. In the furnishing of healthcare services including, but not limited to, the furnishing of food, beverages, medications or appliances in connection with such services and the post-mortem handling of human bodies but only of the type described in the "Schedule" of this coverage part.
2. In the rendering of any other professional services but only of the type described in the "Schedule" of this coverage part.

- II. The **EXCLUSION (Malpractice and Professional Services)** in the **COMBINED EXCLUSION AND COVERAGE FORM** is replaced by the following Exclusion:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" including payment for loss or defense costs in connection with any claim made against any insured based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving the rendering or failure to render any professional service by, but not limited to, any physician, nurse, psychiatrist, psychologist or licensed mental health counselor or any other service that is of a professional nature.

## COMBINED COVERAGE AND EXCLUSION ENDORSEMENT

This Endorsement Changes the Policy. Please Read it Carefully.

This endorsement modifies insurance provided under the following coverage parts if those coverage parts are included in your policy:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE GARAGE  
COVERAGE FORM  
LIQUOR LIABILITY COVERAGE FORM  
ERRORS AND OMISSIONS COVERAGE PART**

### I. ASBESTOS EXCLUSION

This insurance does not apply to:

- A) "Bodily Injury" or "Property Damage" in whole or in part, either directly or indirectly, arising out of, based upon, or attributable to any of the following:
  - 1. Asbestos or any asbestos related injury or damage;
  - 2. Any alleged act, error, omission or duty involving asbestos, its use, exposure, presence, existence, detention, removal, elimination or avoidance; or
  - 3. The use, exposure, presence, existence, detention, removal, elimination or avoidance of asbestos in any environment, building or structure; and
- B) The investigation, settlement or defense of any claim, "suit" or proceeding against the Insured alleging any actual or threatened injury or damage which arises out of or would not have occurred but for asbestos related "Bodily Injury or Property Damage", as described above.

### II. TOTAL LEAD EXCLUSION

The following exclusion is hereby added to **COVERAGE A., BODILY INJURY AND PROPERTY DAMAGE LIABILITY** under Paragraph 2., **Exclusions** and **COVERAGE B., PERSONAL AND ADVERTISING INJURY LIABILITY** under Paragraph 2., **Exclusions**, of the Comprehensive General Liability form and is added in general as an exclusion to other coverage forms that constitute a portion of your policy.

This insurance does not apply to:

- A) "Bodily Injury", "Property Damage", "Personal and Advertising Injury", "Loss", or "Personal Injury",
  - 1. Arising, whether in whole or in part, and whether directly or indirectly, out of lead, including but not limited to, lead contained or incorporated in any material or product; or
  - 2. By plumbism (lead poisoning) or any disease or ailment caused by, or aggravated by exposure, consumption, or absorption of lead, or due to or out of actual or alleged presence of lead in any form, including;
- B) Any loss, cost, or expense arising out of any:
  - 1. Request, demand, order, writ, injunction or judgment that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, prevent, abate or in any way respond to, or assess the presence or effect of any kind of lead; or

2. Claim or "suit" for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, preventing, abating or in any way responding to, or assessing the presence or effect of any kind of lead.

### III. INDEPENDENT CONTRACTORS LIABILITY INSURANCE ENDORSEMENT

The following special conditions are made a part of any applicable coverage form or endorsement that forms a part of your policy and you warrant and agree that:

1. You have a written formal contract with such independent contractors, in force at the time of such injury or damage, verifying insurance of the types provided by this policy with the limits of insurance for such insurance equal to or greater than the limits of insurance provided by this policy; and you collect such evidence of insurance from the independent contractors before they enter the job site; and
2. Such independent contractors name you as an additional insured on their Commercial General Liability insurance policy for damages because of "Bodily Injury", "Property Damage" or "Personal and Advertising Injury" arising out of or caused by the work, activities or operations of the independent contractor, including your supervision, review or inspection of the independent contractor; and
3. Such independent contractors have agreed, in writing, to hold you harmless from all liability, including attorney fees, arising from their acts, errors or omissions; and
4. Such independent contractors Commercial General Liability coverage is primary and our policy shall be excess of the insurance maintained by the independent contractors policy, notwithstanding the language of the Other Insurance provisions of the independent contractors policy.

Failure to comply with any of the above conditions does not alter the coverage provided by this policy. However, should you fail to comply with any of the above conditions, any subcontractors hired by any Insured will be considered your employees for premium computation purposes. You will be charged an additional premium with the entire cost of labor charged by such subcontractors used as payroll and assigned to the applicable class for the work performed.

### IV. EMPLOYMENT- RELATED PRACTICES EXCLUSION

- A. The following exclusion is added to Paragraph 2., Exclusions of **COVERAGE A-BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I- Coverages)**, of the Commercial General Liability form and is added in general as an exclusion to other coverage forms that constitute a portion of your policy:

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 persons' employment; or

- (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination 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 Insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury

**B. The following exclusion is added to Paragraph 2., Exclusions of **COVERAGE B-PERSONAL AND ADVERTISING INJURY LIABILITY (Section I- Coverages):****

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 persons' employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal 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 Insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of injury.

**V. NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

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

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties. "Nuclear material" means "source material", "special nuclear material" or "by-product material." "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

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

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

## VI. PROFESSIONAL SERVICES EXCLUSION

The following exclusion is added to Part 2. **Exclusions** of **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and Part 2. **Exclusions** of **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** of the **COMMERCIAL GENERAL LIABILITY FORM**:

This insurance does not apply and there shall be no duty to defend or indemnify any insured for any "occurrence", "suit", liability, demand or cause of action arising, in whole or part, out of any claim involving the rendering or failure to render any "professional service."

Further, when any insured has purchased or obtained errors and/or omissions coverage or any other type of professional insurance coverage and the claim, in any way arises, in whole or part, out of the services performed by any insured, there shall be no duty to defend or indemnify under this policy. Whether or not such E&O or any other professional coverage has been purchased or obtained, however, the first paragraph of this exclusion remains in full force and effect.

"Professional Service" includes, but is not limited to, any of the following: (1) accountant; (2) architect; (3) engineer; (4) insurance agent or broker; (5) lawyer; (6) any medical professional; (7) real estate agent or broker; (8) surveyor; (9) health inspector; (10) safety inspector; (11) any service where an insured is retained or asked to render an opinion, written or verbal, to a third-party; or (12) any other service that is of a professional nature, regardless of whether a license or certification is required.

## VII. PHYSICAL-SEXUAL ABUSE EXCLUSION

This insurance does not apply to any "occurrence," suit, liability, claim, demand or causes of action arising out of or **that in any way involves** the physical abuse, sexual abuse or licentious, immoral or sexual behavior, whether or not intended to lead to, or culminating in any sexual act, whether caused by, or at the instigation of, or at the direction of, or omission by:

- a. Any insured or the insured's employees;
- b. Patrons of any insured's business;
- c. Agents of any insured;
- d. "Volunteer workers";

- e. Subcontractor or employee of any subcontractor;
- f. "Independent contractor" or employee of any "independent contractor";
- g. "Leased worker"; or
- h. Any other person.

For the purposes of this endorsement:

1. "Independent contractor" means one that contracts to do work or perform a service for another and that retains control over the means or methods used in doing the work or performing the service. "Independent contractor" includes, but is not limited to, subcontractors and any employees of a subcontractor, any employee of an independent contractor, any employees of the insured, agents, representatives, volunteers, spouses, family members or the insured or any Additional Insureds added to this policy.
2. "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". "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.
3. "Volunteer worker" means a person who is not your employee, and who donates her 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.

In addition, it is understood this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The actual or threatened abuse or molestation by anyone or any person whether or not in the care, custody or control of any insured; or
2. The negligent:
  - a. Employment;
  - b. Investigation;
  - c. Supervision;
  - d. Reporting to the proper authorities or failure to so report; or
  - e. Retention

of a person for whom any insured is or ever was legally responsible and whose conduct is described in Paragraph 1. above.

### VIII. TOTAL POLLUTION EXCLUSION WITH HOSTILE FIRE EXCEPTION

Exclusion f. under Paragraph 2., **Exclusions**, of **Coverage A.-Bodily Injury and Property Damage Liability (Section I-Coverages)** is hereby deleted. The following exclusion is hereby added to **Coverage A., Bodily Injury and Property Damage Liability** under Paragraph 2., **Exclusions** and to **Coverage B., Personal and Advertising Injury Liability** under Paragraph 2., **Exclusions**.

This insurance does not apply to:

- (1) "Bodily Injury", "Property Damage", "Personal and Advertising Injury" caused by or arising out of in whole or in part, the actual, alleged, or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion does not apply to "Bodily Injury" or "Property Damage" arising out of heat, smoke, or fumes from a hostile fire unless that hostile fire occurred or originated:

- (a) 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
- (b) At any premises, site or location on which any Insured or any contractors or subcontractors working directly or indirectly on any Insureds' 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".

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

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

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

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed. Pollutants also includes carbon dioxide and any other substance that contributes to climate change.

## **IX. ASSAULT AND BATTERY EXCLUSION**

This insurance does not apply and there shall be no duty to defend or indemnify any insured for any act, "occurrence", "bodily injury", property damage, "personal and advertising injury", offense, violation, liability, loss, suit", claim or any other matter arising, in whole or part, out of or that in any way involves any of the following:

1. Assault committed by any insured, any employee of any Insured or any other person;
2. Battery committed by any insured, any employee of any insured or any other person;
3. Any failure to suppress or prevent any Assault or Battery by any person in paragraphs 1. or 2. above;
4. Any cause of action or claim involving assault or battery that in any way relates to the negligent hiring, supervision or training of any employee, independent contractor, or any other person providing any services of any kind for any insured; or
5. Any other claim or "suit" that relates, in whole or part, to any Assault or Battery, whether or not the claim or "suit" arises out of negligent, reckless or wanton conduct of any insured, any insured's employees, patrons or other persons lawfully or otherwise on, at or near the premises owned or occupied by any insured, or by any other person.

For the purposes of this exclusion, Assault and Battery includes, but is not limited to, the use of reasonable force or self-defense by any insured, employee of any insured, or any other party or person.

Furthermore for this Exclusion, **SECTION I –COVERAGES COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Section 2. Exclusions, Paragraph a. **Expected Or Intended Injury** is replaced by the following:

**a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

**X. TENDERING OF APPLICABLE LIMIT OF INSURANCE**

The **COMMERCIAL GENERAL LIABILITY COVERAGE FORM CG 0001** is amended as follows:

**SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY and COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, Insuring Agreement, 1, a. (2)** is deleted in its entirety and replaced with the following:

- (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 or when we tender the applicable limit of insurance to any person or organization that has a financial interest in a claim or "suit" under Coverages **A** or **B** or **C** or coverage under any other applicable endorsement to this policy.

The last paragraph of **SECTION I COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is deleted in its entirety and replaced with the following: Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. When we tender the applicable limit of insurance to any person or organization that has a financial interest in a claim or "suit" under Coverage **A** or **B** or **C** or coverage under any applicable endorsement to this policy; or
- c. The conditions set forth above, or the terms of the agreement described in paragraph **f.** above, are no longer met.

The **OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM – COVERAGE FOR OPERATIONS OF DESIGNATED CONTRACTOR FORM CG 0009** is amended as follows:

**SECTION I - COVERAGES BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Insuring Agreement, 1, a. (2)** is deleted in its entirety and replaced with the following:

- (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, or tendered the applicable limit of insurance to any person or organization that has a financial interest in any claim or "suit"

The last paragraph of **SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS** is deleted in its entirety and replaced with the following:

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. When we tender the applicable limit of insurance to any person or organization that has a financial interest in a claim or "suit"; or
- c. The conditions set forth above, or the terms of the agreement described in paragraph **f.** above, are no longer met.

The **GARAGE COVERAGE CA 0005** is amended as follows:

The last paragraph of **1. a. "Garage Operations" - Other Than Covered "Autos" of A COVERAGE of SECTION II –LIABILITY COVERAGE** is deleted in its entirety and replaced with the following:

We have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury or "property damage" which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the applicable Liability Coverage Limit of Insurance - "Garage Operations" – Other Than Covered "Autos" has been exhausted by payment of

judgments or settlements or when we tender the applicable limit of insurance to any person or organization that has a financial interest in a claim or "suit."

The last paragraph of 2. "Garage Operations" - Covered "Autos" of A COVERAGE of SECTION II –LIABILITY COVERAGE is deleted in its entirety and replaced with the following:

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense." However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the applicable Liability Coverage Limit of Insurance - "Garage Operations" - Covered "Autos" has been exhausted by payment of judgments or settlements or when we tender the applicable limit of insurance to any person or organization that has a financial interest in a claim or "suit."

Paragraph (6) of Section 4. Coverage Extensions, a. Supplementary Payments is deleted in its entirety and replaced with the following:

- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance, when we have used up the applicable limit of insurance in the payment of judgments or settlements or when we tender the applicable limit of insurance to any person or organization that has a financial interest in a claim or "suit."

The LIQUOR LIABILITY COVERAGE FORM CG 00 33 is amended as follows:

SECTION I - LIQUOR LIABILITY COVERAGE, 1. Insuring Agreement, 1, a. (2) is deleted in its entirety and replaced with the following:

- (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 or when we tender the applicable limit of insurance to any person or organization that has a financial interest in a claim or s " uit" under this Coverage Part.

## XI. ANTI-STACKING AND NONDUPLICATION OF LIMITS OF INSURANCE

If any Coverage Form, Coverage Part or policy issued to you by us or any company affiliated with us apply to the same claim for expenses or damages, the maximum Limit of Insurance for Liability Coverage under all of the Coverage Forms, Coverage Parts or policies shall not exceed the highest applicable Limit of Insurance available under any one Coverage Form, Coverage Part or policy.

This endorsement does not apply to any Coverage Form, Coverage Part or policy issued by us or an affiliated company specifically to apply as excess insurance over this policy.

## XII. AMENDMENT OF OTHER INSURANCE ENDORSEMENT

It is agreed that Section IV – Commercial General Liability Conditions Paragraph 4. Is replaced in its entirety with the following:

This insurance is excess over any other insurance whether primary, excess, contingent or on any other basis that is available to any insured. You are required to give notice of claim to all "potential insurers" within thirty days of giving notice of claim to us.

We have no duty under Coverage A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to your rights against all those other insurers.

We will pay only our share of the amount of loss, if any, that exceeds the sum of:

The total amount that all such other insurance would pay for the loss in absence of this insurance;  
and  
The total of all deductible and self-insurance amounts under all such insurance.

“Potential Insurers” means all insurance companies who may be obligated to defend any insured as either a named insured or an additional insured.

### **XIII. SUPPLEMENTARY PAYMENTS – AMENDMENT OF JUDGEMENT INTEREST**

The **COMMERCIAL GENERAL LIABILITY COVERAGE FORM CG 0001** is amended as follows:

**SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B,**  
Paragraph 1 is deleted in its entirety and replaced with the following:

1. We will pay, with respect to any claim we investigate or settle, or any “suit” against an insured which we defend:
  - a. All expenses we incur.
  - b. Up to \$250 for cost of bail bonds requested because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
  - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$250 a day because of time off from work.
  - e. All court costs taxed against the insured in the “suit”. However, these payments do not include attorneys’ fees or attorneys’ expenses taxed against the insured.
  - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
  - g. Interest on the amount of any judgment up to the applicable policy limit of insurance that accrues after the entry of such 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.

This endorsement is effective on the inception date of this policy unless otherwise stated herein.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy).

Policy Number:APF200005917

Named Insured:Nurex, LLC

Endorsement Effective Date:03/10/2026

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

**EXCLUSION OF BODILY INJURY TO PASSENGERS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Number	Inception Date 03/10/2026	Expiration Date 03/10/2027
Endorsement Effective 03/10/2026	Policy Number APF200005917	
Named Insured Nurex, LLC		

The following is added to the **EXCLUSIONS** section of each of the above Coverage Parts or Forms:

This insurance does not apply to "bodily injury" which occurs while "occupying" an "auto".

For the purposes of this endorsement, "occupying" means in, upon, getting in, on, or getting out.

**ENDORSEMENT**

This Endorsement Changes The Policy. Please Read it Carefully.

**PROFESSIONAL LIABILITY COVERAGE PART AND  
PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS**

This form modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

COVERAGE		LIMITS OF INSURANCE		
<b>D. Professional Liability</b>	\$1,000,000 \$2,000,000	Each Professional Incident General Aggregate		
<b>Description of Professional Services:</b>	<b>Premium Basis</b>	<b>Rate</b>	<b>Advance Premium</b>	
Medical Transportation	Included	Included	Included	
		<b>Total Advance Premium</b>		
<b>FORMS AND ENDORSEMENTS APPLICABLE:</b>				
See General Liability Coverage Form				

**A. The following is added to SECTION I**

**COVERAGES: COVERAGE D PROFESSIONAL LIABILITY**

**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this coverage part applies caused by a "professional incident". We may, at our discretion, investigate 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 Coverage D.

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

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

- (1) The "bodily injury", "property damage" or "personal and advertising injury" is caused by a "professional incident" that takes place in the "coverage territory"; and

- (2) The "professional incident" occurs during the policy period.

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

2. The following is added to **SECTION I - COVERAGES Part 2.**

**Exclusions Physicians, Nurses, Psychologists Liability**

Physicians, Nurses, Psychologists Liability of an insured, if the insured is a physician, psychiatrist, psychologist, licensed mental health counselor, or nurse, for such insured's personal acts or omissions involving a "professional incident". However, this does not apply to the following:

- a. nurses acting in the capacity as medical director or administrator or when acting in good faith in the rendering of emergency care, without remuneration or expectation of remuneration, at the scene of an accident or emergency; or
- b. when providing the professional services listed in the schedule above.

**B. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is amended to read **SUPPLEMENTARY PAYMENTS - COVERAGES A, B AND D.**

**C. SECTION II - WHO IS AN INSURED Part 1.** is replaced with the following but only with respect to **COVERAGE D - PROFESSIONAL LIABILITY:**

1. If you are designated in the Declarations as:

- a. An individual, you are an insured 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 and your partners are also insured 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.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a named Insured in the Declarations.

**D. SECTION III - LIMITS OF INSURANCE** is amended with the following:

1. Paragraph 2. is amended to read:

- 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.
- d. Damages under Coverage D.

2. The following paragraph is added:

Subject to 2. above, the Professional Incident Limit is the most we will pay because of all "bodily injury", "property damage" and "personal and advertising injury" arising out of any one "professional incident".

E. All **Exclusions** in **SECTION I COVERAGES** and any amendments thereto, apply to **COVERAGE D** except for ISO form CG 21 67, Fungi or Bacteria Exclusion.

F. **SECTION VI – COMMERCIAL GENERAL LIABILITY CONDITIONS** 1 through 9, and any amendments thereto, apply to **COVERAGE D**. However, the first sentence of Condition 4.b.(2) is amended to read as follows:

insurer When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit".

G. **SECTION V - DEFINITIONS** is amended to include the following

definition: "Professional Incident" means any negligent act or omission:

1. In the furnishing of healthcare services including the furnishing of food, beverages, medications or appliances in connection with such services and the post-mortem handling of human bodies but only of the type described in the "Schedule" of this coverage part.
2. In the rendering of any other professional services but only of the type described in the "Schedule" of this coverage part.

Any such act or omission together with the subsequent or related acts or omissions in providing the above services to any one person shall be considered one "professional incident".

H. **Exclusion VI** in form **AF 001 007 (Combined Coverage and Exclusion Endorsement)** does not apply to the professional services described in the "Schedule" of this coverage part.

All other terms and conditions of this policy, including any amendments thereto, remain unchanged.

This endorsement is effective on the inception date of this policy unless otherwise stated herein. (The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

Policy Number: APF200005917

Named Insured: Nurex, LLC

Effective Date of Endorsement :03/10/2026

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Endorsement No. AF 001 084 05/20

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## ENDORSEMENT

This Endorsement Changes the Policy - Please Read it Carefully

### EMPLOYEES AS INSURED - PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

#### PROFESSIONAL LIABILITY COVERAGE PART

SECTION II - WHO IS AN INSURED is amended to include the following paragraph:

2. Your "employees," other than "executive officers," physicians, psychiatrists, psychologists, nurses and licensed mental health counselors, are insureds only for acts within the scope of their employment by you. However, no "employee" is an insured for:
  - a. "Bodily injury" or "personal and advertising injury" to you or to a co-"employee" while in the course of his or her employment, or the spouse, child, parent, brother or sister of that co-"employee" as a consequence of such "bodily injury" or "personal injury" or for any obligation to share damages with or repay someone else who must pay damages because of the injury; or
  - b. "Property damage" to property owned or occupied by or rented or loaned to that "employee," any of your "employees," or any of your partners or members (if you are a partnership, joint venture or limited liability company).

Additional Premium Included (if any)

All other terms and conditions of this policy remain unchanged.

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: APF200005917

Named Insured:Nurex, LLC

Endorsement Effective Date :03/10/2026

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SEXUAL ABUSE, CONTACT OR MOLESTATION

This endorsement modifies insurance provided under the following:

### PROFESSIONAL LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Number	Inception Date	Expiration Date
	03/10/2026	03/10/2027
Endorsement Effective 03/10/2026	Policy Number APF200005917	
Named Insured Nurex, LLC		

The following **Exclusion** is added to the Exclusion Section of the above Coverage Part:

This insurance does not apply to any "occurrence", suit, liability, claim, demand or causes of action arising out of or resulting from the physical abuse, sexual abuse or licentious, immoral or sexual behavior intended to lead to, or culminating in any sexual act, whether consensual or not and whether caused by, or at the instigation of, or at the direction of, or omission by:

- a. The insured or the insured's employees;
- b. Patrons of the insured's business;
- c. Agents of the insured;
- d. "Volunteer workers";
- e. Subcontractor or employee of any subcontractor;
- f. "Independent contractor" or employee of any "independent contractor"; or
- g. "Leased worker".

For the purposes of this endorsement:

1. "Independent contractor" means one that contracts to do work or perform a service for another and that retains control over the means or methods used in doing the work or performing the service. "independent contractor" includes, but is not limited to, subcontractors and any employees of a subcontractor, any employee of an independent contractor, any employees of the insured, agents, representatives, volunteers, spouses, family members of the insured or any Additional Insureds added to this policy.
2. "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". "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.
3. "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.

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

## **INFRINGEMENT, MISAPPROPRIATION AND UNFAIR COMPETITION EXCLUSION**

**THIS ENDORSEMENT APPLIES TO ALL COVERAGE PARTS PROVIDED UNDER THIS POLICY.**

It is hereby agreed that this policy shall not apply to any "claim," "suit," or liability, arising, in whole or in part, out of:

- A. Any infringement upon or dilution of copyright, trademark, patent, title, slogan, service mark, service name or trade dress, whether or not pertaining to or alleged in conjunction with any "advertisement";
- B. Any invasion or infringement of or interference with the right of privacy or publicity including, but not limited to, intrusion, public disclosure of private facts, unwarranted or wrongful publicity, false light or the unauthorized use of any name, image, or likeness for profit, or in any "advertisement", including but not limited to any claim or "suit" for defamation, misappropriation of advertising ideas or any other ideas, or any similar claim or "suit" arising out of any statute, rule, regulation, common law or in equity;
- C. Plagiarism or misappropriation of information, trade secrets, advertising ideas or any other ideas, or style of doing business;
- D. "Unfair competition" as defined by statute or common law, whether or not pertaining to or alleged in conjunction with a claim of plagiarism, misappropriation of any information, trade secrets, style of doing business, advertising ideas or any other ideas, piracy, any "advertisement," infringement or dilution of copyright, title, slogan, trademark, trade name, trade dress, service mark, or service name.

All other terms and conditions of this policy remain unchanged.

This endorsement is effective on the inception date of this policy unless otherwise stated herein. (The information below is required only when this endorsement is issued subsequent to preparation of this policy).

Policy Number: APF200005917

Named Insured: Nurex, LLC

Endorsement Effective Date: 03/10/2026

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**DAMAGE TO PREMISES RENTED TO YOU  
LIMITATION – FIRE LEGAL LIABILITY  
COVERAGE**

This endorsement modifies insurance provided under the following: COMMERCIAL

GENERAL LIABILITY COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Number	Inception Date 03/10/2026	Expiration Date 03/10/2027
Endorsement Effective 03/10/2026	Policy Number APF200005917	
Named Insured Nurex, LLC		

- A. The following language from **Exclusion 2.j.** of **SECTION I COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted:

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

- B. Reference in the Declarations to **Damage To Premises Rented To You Limit** is changed to read **Fire Legal Liability Limit**.
- C. Paragraph 6. Of **SECTION III – LIMITS OF INSURANCE**, is deleted and replaced with the following:
6. Subject to 5. Above, the **Fire Legal Liability Limit** is the most we will pay under Coverage **A** for damages because of “property damage” to premises, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire.

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

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Number	Inception Date	Expiration Date
	03/10/2026	03/10/2027
Endorsement Effective 03/10/2026	Policy Number APF200005917	
Named Insured: Nurex, LLC		

**AMENDMENT OF NONPAYMENT CANCELLATION CONDITION**

Wherever a Cancellation Condition for nonpayment of premium is found in the policy, the following is added:

If the insured failed to pay premium charged on a prior policy we issued and payment was due during the current renewal policy term, we may cancel this policy by mailing or delivering to the first Named Insured and mortgagee, if any, written notice of cancellation at least ten (10) days before the effective date of cancellation.

## **EXCLUSION-DESIGNATED OPERATIONS- STATE OF MISSOURI**

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM- COVERAGE FOR  
OPERATIONS OF DESIGNATED CONTRACTOR  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM  
GARAGE LIABILITY COVERAGE FORM  
PROFESSIONAL LIABILITY COVERAGE PART  
NON-PROFIT DIRECTORS AND OFFICERS & EMPLOYMENT PRACTICES COVERAGE  
PARTS

This Insurance does not apply to "bodily injury", "property damage", and/or "personal and advertising injury", arising out of any ongoing operations or completed operations that take place in the State of Missouri. There shall be no duty to defend or indemnify any insured in connection with any "occurrence", claim, demand, cause of action, or "suit" arising under the laws of the State of Missouri or out of any ongoing operations or completed operations that take place in the State of Missouri.

However, this exclusion will not apply if, during the entirety of all policy periods with us, all of the following conditions apply:

1. The named insured's principal place of business is located in a state other than Missouri; and
2. The named insured's location of domicile and mailing address is located in a state other than Missouri.

If either of the conditions listed above does not apply, this coverage exclusion applies in its entirety.

ENDORSEMENT

This Endorsement Changes the Policy – Please read it Carefully

**AMERICANS WITH DISABILITIES ACT AND DISCRIMINATION  
EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY  
COVERAGE PART PRODUCTS COMPLETED OPERATIONS  
LIABILITY COVERAGE PART

This insurance does not apply and there shall be no duty to defend or indemnify any insured for any "occurrence", "suit", liability, claim, demand or cause of action arising, in whole or part, out of any claim under: (1) the Americans with Disability Act (ADA) or its state counterparts; or (2) any other federal, state, county, municipal or local law barring discrimination, including but not limited to those based on race, color, national origin, ancestry, citizenship, gender, sexual orientation, marital status, religion or religious belief, age, economic status, income, medical condition, pregnancy, parental status, mental disability or physical disability.

All other terms and conditions of this policy remain unchanged.

This endorsement is effective on the inception date of this policy unless otherwise stated herein.  
(The endorsement effective date below is only required when this endorsement is issued subsequent to the preparation of the policy.)

Policy Number: APF200005917

Named Insured:Nurex, LLC

Endorsement Effective Date:03/10/2026

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

## **TOTAL CANNABIS, SYNTHETIC DRUG, AND DESIGNER DRUG EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
PROFESSIONAL LIABILITY COVERAGE FORM  
EXCESS PROFESSIONAL LIABILITY COVERAGE FORM  
NON-PROFIT D&O FORM  
MANAGEMENT LIABILITY FORM**

This insurance does not apply, and there shall be no duty to defend or indemnify any insured for any "occurrence", "suit", liability, "bodily injury", "property damage", "personal and advertising injury", wrongful act, compensatory damages, claim or any other cause of action arising, in whole or part, or resulting, in whole or part, from the sale, consumption, use or any exposure, of any kind, to:

1. Marijuana
2. "Cannabis"
3. Any product that contains any:
  - A. Marijuana;
  - B. Tetrahydrocannabinol (THC);
  - C. "Cannabis";
  - D. Hemp; or
  - E. Any derivatives of paragraphs A through D above.
4. Any "synthetic or designer drug"

### **DEFINITIONS**

For the purposes of this endorsement, the following definitions apply:

1. "Cannabis" means any good or product that consists of or contains any amount of Tetrahydrocannabinol (THC) or any other cannabinoid, regardless of whether any such THC or cannabinoid is natural or synthetic.
  - A. Cannabis" includes, but is not limited to, any of the following containing such THC or cannabinoid:
    - (1) any plant of the genus Cannabis L., or any part thereof, such as seeds, stems, flowers, stalks and roots;
    - (2) Any compound, byproduct, extract, derivative, mixture or combination, such as:
      - i. Resin, oil or wax;
      - ii. Hash or hemp; or
      - iii. Infused liquid or any form of edible "cannabis"whether or not derived from any plant or part of any plant set forth above.
2. "Synthetic or designer drug" means a legal or illegal drug, including, but not limited to herbs, incense powders, granules, leafy materials, or any other substances, of any kind, that are applied or sprayed with lab-synthesized chemicals that mimic the appearance or effect of any psychoactive ingredient.
  - A. "Synthetic or designer drug" includes, but is not limited to any of the following:
    - (1) Synthetic cannabinoids (of any chemical composition);

- (2) Synthetic cathinones (of any chemical composition);
- (3) Any scheduled substance under the Synthetic Drug Abuse Prevention Act;
- (4) Any product sold under any brand name, including but not limited to K2, Spice, Bath Salts, Purple Wave, Zoom, Cloud Nine or marketed, in any way, as a legal high;
- (5) Any other drug or synthetic product, of any kind, that is developed or marketed to avoid being controlled by laws against illegal drugs or narcotics.

All other terms and conditions of this policy remain in full force and effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## TOTAL PFC/PFAS EXCLUSION

This endorsement modifies insurance provided under the following:

### ALL COVERAGE FORMS

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Number	Inception Date 03/10/2026	Expiration Date 03/10/2027
Endorsement Effective 03/10/2026	Policy Number APF200005917	
Named Insured Nurex, LLC		

This insurance does not apply and there shall be no duty to defend or indemnify any insured for any "occurrence", "bodily injury", "property damage", "personal and advertising injury", offense, violation, liability, service, claim or "suit" based upon, attributable to or arising out of, in whole or part,

1. Any actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of, any "PFC/PFAS";
2. Any loss, cost or expense arising out of, in whole or in part, 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, "PFC/PFAS" by any insured or by any other person or entity.

This exclusion applies regardless of whether any other cause, event, material, substance, good or product contributed concurrently or in any sequence to such injury or damage. This exclusion also applies regardless of whether any "PFC/PFAS" is contained, used, included, involved or incorporated intentionally, accidentally or unknowingly in or on a good or product, component part of a good or product, or otherwise by any insured or by any other person or entity. This exclusion applies regardless of whether the inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of any "PFC/PFAS" occurs within or outside any building or other structure.

### **DEFINITIONS:**

"PFC/PFAS" means:

- a. Any fluorosurfactant, perfluorinated chemical or compound, or perfluoroalkyl or polyfluoroalkyl substance, including but not limited to, or related to any per- or polyfluorinated acid (including, without limitation, perfluorooctanoic acid (PFOA), perfluorooctanesulfonic acid (PFOS), and per- and polyfluoroether carboxylic acids), per- or polyfluorinated sulfonamide, per- or polyfluorinated iodide, per- or polyfluorinated aldehyde, per- or polyfluorinated sulfonyl fluoride, per- or polyfluorinated fluorotelomer substance or per- or polyfluorinated sulfonamido substance;
- b. Any perfluoroalkane or polyfluoroalkane substance, including but not limited to, or related to carbon tetrafluoride, perfluorooctane, and perfluoro-2-methylpentane; or

**c. Any fluorinated polymers, including but not limited to, or related to fluoropolymers, perfluoropolyethers and sidechain-fluorinated polymers; or**

any of the associated homologues, isomers, salts, esters, alcohols, acids, precursor chemicals and derivatives, and related degradation or by-products of any such constituent.

The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollution exclusion, do not exclude coverage for "PFC/PFAS"-related injury, damage, loss, cost, or expense.

All other terms and conditions of your policy remain in full force and effect.

# TOTAL CYBER, WEBSITE AND DATA RELATED LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply, and there shall be no duty to defend or indemnify any insured for any "occurrence", "suit", liability, "bodily injury", "property damage", "personal and advertising injury", claim or any other cause of action arising, in whole or part, from any use or misuse of any electronic device, website, portal, application platform, internet or intranet. This includes but is not limited to any of the following:

1. Any computer virus or malicious code that arises, in whole or part from any transmission, act relating to a virus or malicious code;
2. Any data or any other information posted on any website, portal, application platform, internet or intranet;
3. Any actual or alleged use or misuse of any website, portal, application platform, internet or intranet;
4. Any loss or data damage to any computer system, including but not limited to hardware or software;
5. Any malfunction or alteration, of any kind, of any website, portal, application platform, internet or intranet;
6. Any loss of access or denial of access to any website, portal application platform, internet or intranet; or
7. Any alleged or actual act, failure to act, failure to remedy, negligence, error, or omission related, in any way, to any cyber loss or claim, of any kind.

This exclusion applies even if:

1. The claims against any insured allege negligence or any other wrongdoing in the supervision, hiring, employment, training or monitoring of others by any insured; or
2. Damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by any insured that relate, in whole or part to any of the above or any other cyber loss or claim.

All other terms and conditions of this policy remain in full force and effect.

## ENDORSEMENT NO.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE (STANDARD TIME)					INSURED	AGENCY AND CODE
	MO.	DAY	YR.	12:01	NOON		
APF200005917	03	10	2026	A.M. X		Nurex, LLC	Burns & Wilcox - Scottsdale AND 10045

### SEXUAL AND/OR PHYSICAL ABUSE LIABILITY COVERAGE FORM

For attachment to Policy No. to complete said policy.

indicated and in reliance upon the statements in the application

#### INSURING AGREEMENTS

and subject to the limits of the liability of this insurance as set forth in the declarations and the exclusions, conditions and other terms of this policy.

In consideration of the premium charged, we agree to afford coverage only with respect to the following Coverage as

LIMITS OF LIABILITY	COVERAGE
<u>500,000</u> each claim	Sexual and/or Physical Abuse Liability
<u>500,000</u> aggregate	

Advance Premium	Premium Bases	Rates	Description of Hazards
1,000.00	Included	Included	Included
Included	<b>TOTAL ADVANCE PREMIUM</b>		
Included	<b>Minimum Premium Per Location per Annum</b>		

#### I. COVERAGES SEXUAL AND/OR PHYSICAL ABUSE LIABILITY

We will pay on your behalf all sums which you shall become legally obligated to pay as **DAMAGES** because of injury to any person arising out of **SEXUAL AND/OR PHYSICAL ABUSE**, caused by one of your **EMPLOYEES**, or arising out of your failure to properly supervise. We shall have the right and duty to defend

any suit against you seeking such **DAMAGES**, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and such settlement of any claim or suit as we deem expedient, but we shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of our liability has been exhausted.

## II. EXCLUSIONS

This policy does not apply:

- (a) to any actual or alleged **SEXUAL AND/OR PHYSICAL ABUSE** by you or **PERSONS INSURED** (see Section III below);
- (b) to liability of others assumed by you under any contract or agreement, either oral or in writing, unless specifically endorsed hereon;
- (c) to any obligation for which you or any carrier as your insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (d) to bodily injury to, or sickness, disease or death of any of your **EMPLOYEES** arising out of, and in the course of his employment by you;
- (e) to **SEXUAL AND/OR PHYSICAL ABUSE** to an employee or **SEXUAL HARASSMENT** to an employee.
- (f) to any loss or claim either directly or indirectly arising from your activities as an officer or director of any corporation, company or business other than that of the named insured;
- (g) to any claim for punitive or exemplary damages.

## III. PERSONS INSURED

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

- (a) if the Named Insured is designated in the DECLARATIONS as an individual, the person so designated, but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the Named Insured with respect to the conduct of such a business;

- (b) if the named insured is designated in the DECLARATIONS as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the DECLARATIONS as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

## IV. LIMITS OF LIABILITY

Regardless of the number of insureds under this policy, our liability is limited as follows:

The limit of liability stated in the schedule as applicable to each claim is the limit of our liability for all **DAMAGES** because of each claim or suit covered hereby. The limit of liability stated in the schedule as aggregate, subject to the above provision regarding each claim, is the total limit of our liability under this Coverage for all **DAMAGES**.

## V. SUPPLEMENTARY PAYMENTS

We will pay, in addition to the applicable limit of liability for **DAMAGES**:

- (a) all interest on that amount of any judgment payable by us that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the amount available for the judgment.

## VI. DEFINITIONS

- (a) **SEXUAL AND/OR PHYSICAL ABUSE** means sexual or physical injury or abuse, including assault and battery, negligent or deliberate touching.

- (b) **EMPLOYEE** means any person, other than a **PERSON INSURED**, in your employment, including but not limited to persons with child caring responsibilities, attendants, janitors, bus drivers, volunteer workers or "leased worker".
- (c) "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.
- (d) **INDEPENDENT CONTRACTOR** means any person retained or hired to perform duties related to the conduct of your business.
- (e) **DAMAGES** means all damages, including damages for death, which are payable because of injury to which this insurance applies.

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

## **CLASSIFICATION LIMITATION**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Number	Inception Date 03/10/2026	Expiration Date 03/10/2027
Endorsement Effective 03/10/2026	Policy Number APF200005917	
Named Insured Nurex, LLC		

Coverage under this policy is specifically limited to, and applies only to those classifications as described under the applicable Coverage Part or Schedule designated in the Declarations Page of this policy.

This policy excludes coverage for any operation not specifically listed in the Coverage Part, Schedule or Declarations Page of this policy.

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

## **OCCUPATIONAL/ ENVIRONMENTAL DISEASE EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
PRODUCTS/ COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Number	Inception Date 03/10/2026	Expiration Date 03/10/2027
Endorsement Effective 03/10/2026	Policy Number APF200005917	
Named Insured Nurex, LLC		

The following exclusion is added to Paragraph 2. Exclusions in **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** and Paragraph 2. Exclusions in **SECTION I - COVERAGES PRODUCTS/ COMPLETED OPERATIONS** in the **PRODUCTS/ COMPLETED OPERATIONS LIABILITY COVERAGE FORM**:

### **Occupational/ Environmental Disease**

Any duty to defend or any claims or "suit(s)" for "bodily injury" resulting from any occupational or environmental disease arising out of the "products-completed operations hazard" and affecting any of your "employee(s)" or any third party.

## ENDORSEMENT

This Endorsement Changes The Policy. Please Read It Carefully.

### AMENDMENT OF SECTION IV - CONDITIONS ADDITIONAL CONDITIONS - SECTION IV - CONDITIONS

This endorsement modifies insurance provided under the following Coverage Forms:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
PRODUCTS/ COMPLETED OPERATIONS COVERAGE FORM  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM -  
COVERAGE FOR OPERATIONS OF DESIGNATED CONTRACTOR**

A. The following changes are made to the **COMMERCIAL GENERAL LIABILITY COVERAGE** and the **PRODUCTS/ COMPLETED OPERATIONS COVERAGE FORMS**:

I. The following is added to **Condition 4. - Other Insurance** in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** of the **COMMERCIAL GENERAL LIABILITY COVERAGE** and the **PRODUCTS/ COMPLETED OPERATIONS COVERAGE FORMS**:

**Excess Provision - Vendors**

The coverage afforded the insured under this Coverage Form will be excess over any valid and collectible insurance available to the insured as an additional insured under a policy issued to a manufacturer or distributor for products manufactured, sold, handled or distributed.

II. **Paragraph 5. Premium Audit** is replaced by the following:

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Form in accordance with our rules and rates.
- b. The Minimum and Advance Premium shown on the Common Declarations page is the Advance Premium for the full policy term applicable to this policy. At the close of each audit period, we will compute the Earned Premium for that period. Audit Premiums are due and payable to us on notice to the first Named Insured. If the Audit Premium is less than the Minimum and Advance Premium, the Minimum and Advance Premium will apply with no return to you. For purposes of this policy, the terms Advance Premium, Audit Premium, Earned Premium and Minimum Premium are defined as follows:
  - Advance Premium** - The premium that is stated on the Common Declarations page and payable in full by the first Named Insured at the inception of the policy.
  - Audit Premium** - The premium that is developed by calculating the difference between the Advance Premium and the Earned Premium.
  - Earned Premium** - The premium that is developed by applying the rate(s) scheduled in the policy to the actual premium basis for the policy period.
  - Minimum Premium** - The lowest premium for which this insurance will be written for the policy period.
- c. In no event will the final premium retained by us be less than the Minimum and Advance Premium shown on the Common Declarations of this policy. If no other premium is designated specifically as a Minimum and Advance Premium, the Minimum and Advance Premium shown on the Common Declarations is the Minimum and Advance. Such minimum is subject to the short rate or pro rate adjustment according to policy provisions in case of cancellation of the policy.

- d. The policy is also subject to a Minimum Earned Premium of 25.0000% of the Minimum and Advance premium shown on the Common Declarations of this policy. Such Minimum Earned Premium is not subject to pro rate or short rate adjustment in the event of cancellation by you and we shall retain no less than the Minimum Earned premium regardless of the policy term. Cancellation of the policy for non-payment of premium shall be deemed a request by you for cancellation of this policy thereby invoking the Minimum Earned Premium, unless short rate calculation earns for us.

III. The following Condition is added to **SECTION IV - CONDITIONS:**

**Premium Financing/ Cancellation of Financed Policy**

- a. When we receive notification that the premium for this policy has been advanced by a premium financed company, we will acknowledge receipt of the premium finance agreement to the finance company on our form, when requested, but we will not amend or extend this policy.
- b. When we otherwise become aware that you financed all or part of this policy's premium, regardless of whether or not we receive a notice of premium financing, we will not be bound, as respects coverage we provide, by the terms of your finance agreement. This policy alone governs coverage.
- c. When you sign a premium finance agreement, by the terms of the agreement, you may be giving the premium finance company the right, under certain conditions, to cancel this policy on your behalf. When we receive notice of cancellation from the finance company, we will recognize their request for termination of this insurance and we will pay any return premium due as directed by the premium finance company. In the absence of statutes to the contrary, non-payment to a premium finance company shall be considered the same as if the first Named Insured canceled the policy. The return premium will be calculated on a short rate basis. The premium finance company will usually require the payment of any return premium be made directly to them and we will honor that request unless applicable law requires otherwise. Any requested termination date set by the premium finance company that conflicts with other policy provisions or other operation of law, is subject to both the policy provisions and applicable law. You must resolve any resulting premium difference directly with the finance company.
- d. The Minimum Earned Premium described in Condition 5., Item d. above may not be financed as it is not refundable.

All other terms and conditions of this policy remain unchanged.

B. The following changes are made to the **OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM - COVERAGE FOR OPERATIONS OF DESIGNATED CONTRACTOR:**

I. The following changes are made to **SECTION IV - CONDITIONS:**

- a. Paragraph **9. Premiums** is replaced by the following:

**9. Premiums**

The "contractor" or the first Named Insured:

- a. Is responsible for the payment of all premiums; and
- b. Will be the payee for any return premiums we pay.

- b. Paragraph 10. Premium Audit is replaced by the following:

**10. Premium Audit**

- a. We will compute all premiums for this Coverage Form in accordance with our rules and rates.
- b. The Minimum and Advance Premium shown on the Common Declarations page is the Advance Premium for the full policy term applicable to this policy. At the close of each audit period, we will compute the Earned Premium for that period. Audit Premiums are due and payable to us on notice to the first Named Insured. If the Audit Premium is less than the Minimum and Advance Premium, the Minimum and Advance Premium will apply with no return to you. For purposes of this policy, the terms Advance Premium, Audit Premium, Earned Premium and Minimum Premium are defined as follows:  
**Advance Premium** - The premium that is stated on the Common Declarations page and payable in full by the first Named Insured at the inception of the policy.  
**Audit Premium** - The premium that is developed by calculating the difference between the Advance Premium and the Earned Premium.  
**Earned Premium** - The premium that is developed by applying the rate(s) scheduled in the policy to the actual premium basis for the policy period.  
**Minimum Premium** - The lowest premium for which this insurance will be written for the policy period.
- c. In no event will the final premium retained by us be less than the Minimum and Advance Premium shown on the Common Declarations of this policy. If no other premium is designated specifically as a Minimum and Advance Premium, the Minimum and Advance Premium shown on the Common Declarations is the Minimum and Advance. Such minimum is subject to the short rate or pro rate adjustment according to policy provisions in case of cancellation of the policy.
- d. The policy is also subject to a Minimum Earned Premium of 25.0000% of the Minimum and Advance premium shown on the Common Declarations of this policy. Such Minimum Earned Premium is not subject to pro rate or short rate adjustment in the event of cancellation by you and we shall retain no less than the Minimum Earned premium regardless of the policy term. Cancellation of the policy for non-payment of premium shall be deemed a request by you for cancellation of this policy thereby invoking the Minimum Earned Premium, unless short rate calculation earns for us more than the Minimum Earned Premium. If no percentage appears above, then the Minimum Earned Premium percentage as shown on the Common Declarations page will apply.
- e. 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.

II. The following Condition is added to **SECTION IV - CONDITIONS**:

Premium Financing/ Cancellation of Financed Policy

- a. When we receive notification that the premium for this policy has been advanced by a premium financed company, we will acknowledge receipt of the premium finance agreement to the finance company on our form, when requested, but we will not amend or extend this policy.
- b. When we otherwise become aware that you financed all or part of this policy's premium, regardless of whether or not we receive a notice of premium financing, we will not be bound, as respects coverage we provide, by the terms of your finance agreement. This policy alone governs coverage.

- c. When you sign a premium finance agreement, by the terms of the agreement, you may be giving the premium finance company the right, under certain conditions, to cancel this policy on your behalf. When we receive notice of cancellation from the finance company, we will recognize their request for termination of this insurance and we will pay any return premium due as directed by the premium finance company. In the absence of statutes to the contrary, non-payment to a premium finance company shall be considered the same as if the first Named Insured canceled the policy. The return premium will be calculated on a short rate basis. The premium finance company will usually require the payment of any return premium be made directly to them and we will honor that request unless applicable law requires otherwise. Any requested termination date set by the premium finance company that conflicts with other policy provisions or other operation of law, is subject to both the policy provisions and applicable law. You must resolve any resulting premium difference directly with the finance company.
- d. The Minimum Earned Premium described in Condition 5., Item d. above may not be financed as it is not refundable.

All other terms and conditions of this policy remain unchanged.

This endorsement is effective on the inception date of this policy unless otherwise stated herein.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number:      APF200005917  
Named Insured:      Nurex, LLC  
Endorsement Effective Date:

# ABSOLUTE SILICA OR SILICA-RELATED DUST EXCLUSION

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ABSOLUTE SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM  
GARAGE COVERAGE FORM**

- A. The following **Exclusion** is added to Part 2. **Exclusions** of **SECTION 1 - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**, Part 2. **Exclusions** of **SECTION 1 - COVERAGES, BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of the **OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM** and **B. Exclusions** of **SECTION II - LIABILITY COVERAGE** of the **GARAGE COVERAGE FORM**:

### **Absolute Silica Or Silica-Related Dust Exclusion**

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the mining, manufacture, handling, use, ingestion, inhalation, absorption, distribution, sale, existence, abatement, "enclosure", "encapsulation" or removal of "silica" or "silica-related dust" in any form.

We have no duty to defend you or to investigate any "occurrence", "offense" or "suit" against you, which arises out of "silica", or "silica-related dust" in any form. If you investigate or defend any such "occurrence", "offense" or "suit", we have no duty to pay the expenses of the investigation or defense, nor do we have any duty to reimburse you.

Any loss, cost or expense arising out of any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of silica or silica-related dust; or

Any loss, cost or expense arising out of any claim or suit 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 silica or silica-related dust.

- B. This Endorsement shall not serve to increase our Limits of Insurance, as described in **SECTION III - LIMITS OF INSURANCE** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** and the **OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM** and Part C. **Limit of Insurance** in **SECTION II - LIABILITY COVERAGE** of the **GARAGE COVERAGE FORM**.
- C. For the purpose of this endorsement, the following **DEFINITIONS** are added:
1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
  2. "Silica-related dust" means a mixture or combination of "silica" and other dust or particles.
  3. "Encapsulant" means a substance applied directly to the surface of a material or substance to prevent the discharge, dispersal, release or escape of any part of that material or substance, either by creating a membrane over the surface or by penetrating the material or substance and binding its components together.
  4. "Encapsulation" means the coating of the surface of a material or substance with an "encapsulant" to prevent the discharge, dispersal, release or escape of any part of that material or substance.
  5. "Enclosure" means those procedures and operations (excluding "encapsulation") required to construct an airtight, impermeable wall, ceiling or other permanent barrier around the surface of a material or substance to prevent the discharge, dispersal, release or escape of any part of that material or substance.

All other terms, conditions and exclusions included in this policy are applicable to this Endorsement and will remain unchanged.

This Endorsement is effective on the inception date of this policy unless otherwise stated herein.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy).

Policy Number: APF200005917

Named Insured: Nurex, LLC

Endorsement Effective Date:

# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

## SECTION I – COVERAGES

### COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

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

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

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

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

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

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

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

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

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

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

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

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

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

### b. Contractual Liability

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

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable 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".

**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;

- (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".

**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.

- 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**.

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;

- 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.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>
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Modivcare, MTM, Access2Care
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
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**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; 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.

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

**EXCLUSION – ACCESS OR DISCLOSURE OF  
CONFIDENTIAL OR PERSONAL INFORMATION AND  
DATA-RELATED LIABILITY – LIMITED BODILY INJURY  
EXCEPTION NOT INCLUDED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Exclusion 2.p. of Section I – Coverage A – Bodily Injury And Property Damage Liability 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.

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.

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.

**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.

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

## **COMMUNICABLE DISEASE 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:**
- 2. Exclusions**
- This insurance does not apply to:
- Communicable Disease**
- "Bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:
- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
  - b. Testing for a communicable disease;
  - c. Failure to prevent the spread of the disease; or
  - d. Failure to report the disease to authorities.
- B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**
- 2. Exclusions**
- This insurance does not apply to:
- Communicable Disease**
- "Personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:
- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
  - b. Testing for a communicable disease;
  - c. Failure to prevent the spread of the disease; or
  - d. Failure to report the disease to authorities.

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

## **CONTRACTUAL LIABILITY LIMITATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The definition of "insured contract" in the DEFINITIONS Section is replaced by the following:

"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.

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

## **FUNGI OR BACTERIA 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:**
- 2. Exclusions**
- This insurance does not apply to:
- Fungi Or Bacteria**
- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
  - b. Any loss, cost 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.
- This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.
- B. The following exclusion is added to 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. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
  - b. Any loss, cost or expense 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. The following definition is added to the Definitions Section:**
- "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

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

## **EXCLUSION OF CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR 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

**A.** The following exclusion is added:

This insurance does not apply to:

**TERRORISM**

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

**B.** The following definitions are added:

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

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

a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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

## **6. Vehicle Proposal (Transit 350)**

2026

# Forest River

## Transit 350

Prepared for

**Nurex LLC**

**CONTACT**

Date Issued: 1/28/2026

Name: Ron Engel

Phone: 315-427-9939

Email: REngel@Model1.com



Whether you need to fill a spot in your fleet or create an entirely new vehicle, your Model 1 experts have a single top priority: *you*. With a clear understanding of your needs, we find ways to deliver – starting with deep relationships all the way back at the manufacturer level. And with the nation’s largest inventory of commercial vehicles, you’ll never be short on the best choices to make for your business.

**SALES EXPERIENCE**

550+ Years of Collective Bus  
Sales Experience Servicing Over  
1,500 Customers Annually

**COMPETITIVE PRICING**

Volume Discounts  
Fixed Contract Pricing

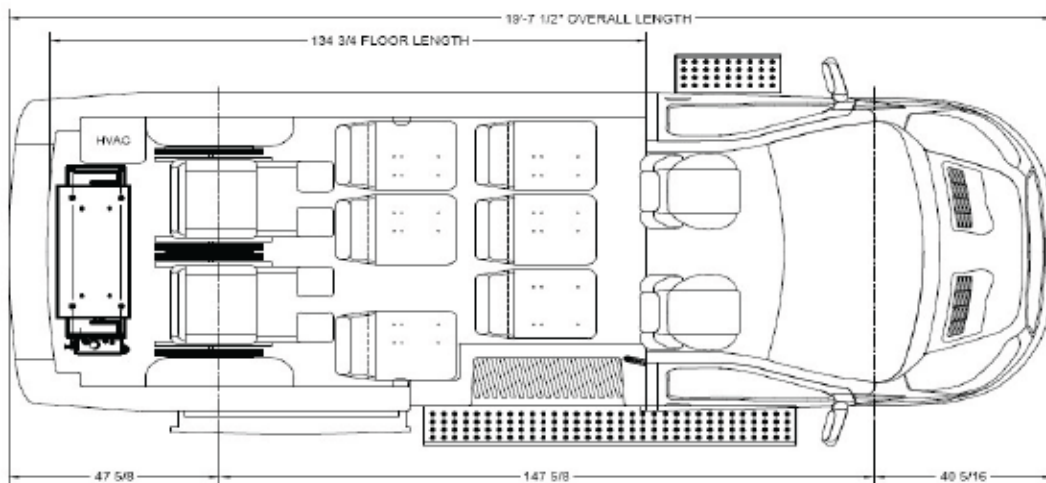
**IN-HOUSE FINANCING**

Seamless Transactions  
Flexible Solutions

**NATIONWIDE NETWORK**

21 Full-Service Locations  
Nationwide Partners with  
25+ Top Manufacturers

# IMAGES & Floorplan



# SPECIFICATIONS

## **CHASSIS**

- 2026 Ford Transit 350
- Engine: 3.5L V6 PFDI
- Fuel Type: Gas
- Drive: Single Rear Wheel
- 63E Dual Batteries
- 92E Privacy Glass
- 57C Electric Air Temperature Control
- 98F Flex Fuel Capability
- 9,500 GVWR

## **EXTERIOR**

- Exterior Color: White
- Wheelbase: 148"
- Heavy Duty Aluminum Driver Side Door Running Board
- HD Aluminum Full Length Passenger Side Running Board
- Non-Hole Punched Running Board. Slip Resistant Anti-Skid Adhesive Tape to Cover Entire Top Side of Running Board

## **INTERIOR**

- Flooring to be: Gerflor Sirius Black Graphite
- 11-rail Aluminum floor system rear of middle row
- Manual Foot Seat Fittings for Floor
- Entry grab rail (stanchion) on left side (C pillar)
- Q'Straint Deluxe Tie Down Kit (2)
- Q'Straint VR Fixed Point Wheelchair Shoulder Mount (2)
- Q'Straint Seat Belt Cutter

## **WHEELCHAIR ACCESSIBILITY**

- 34" x 51" Braun wheelchair lift located in the rear of the unit
- Intermotive Gateway Transit Fast Idle with lift interlock

## **SAFETY**

- OEM Back-up alarm
- First aid kit, Fire extinguisher, Triangles

## **PASSENGER SEATING OPTIONS**

- Co-Pilot, 6 Ambulatory, 2 Wheelchair

## **SEATING**

Passenger Seating:

- Seat Fabric (6): Ford OEM
- OEM Driver and Co-pilot Seating
- OEM Seats (6)

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# WARRANTY

Manufacturer Warranty	Forest River: 5-year / 100,000 miles
Chassis Warranty	Bumper to Bumper: 3 Years / 36,000 Miles Corrosion: 5 Years / 100,000 Miles

All vehicles come with warranty, but Model 1 Commercial Vehicles offers more value without the added cost. Our coverage and support come with each of our new vehicles – *standard*.

### ***WE PROCESS ALL THE WARRANTY REGISTRATIONS***

We will register your bus parts for you, no more pesky warranty cards to fill out. This includes *all* parts, wheelchair lift, electronics, HVAC, etc.

### ***WE HANDLE ALL THE PAPERWORK***

We administer and coordinate any warranty work. You make one call to our warranty department, and they take it from there.

### ***REPAIR FACILITIES NEAR YOU***

When warranty work is needed, we use service repair facilities near the bus location. We have over 3200 authorized centers and growing. You will never have to drive far to get repairs completed.

### ***NO MORE CLAIM FORMS***

Model 1 Commercial Vehicles handles all parts of the claim process, you will have no out of pocket expenses, no reimbursements, and the service facility will be paid directly by us.

### ***LONGER WARRANTY PERIOD***

We have negotiated extended periods for the units we sell. Unprecedented 60 month/100,000 mile bumper-to-bumper warranty on the Starcraft bus upfit.

## FINANCING / LEASE

	<b>36 MONTHS</b>	<b>48 MONTHS</b>	<b>60 MONTHS</b>
Finance*	\$2,775	\$2,185	\$1,833
Lease / 15K miles per year	\$1,721	\$1,532	\$1,457

\*Estimated payment is based on approved credit. This quote is valid for 30 days from date issued.

## PRICING

<b>DESCRIPTION</b>	<b>AMOUNT</b>
Bus Cost	\$ 84,310
Delivery	\$ 2,200
<b>Total</b>	<b>\$ 86,510</b>

\*Pricing does not include DMV, title, or licensing. This quote is valid for 30 days from date issued.

## **7. Vehicle Schedule / Lease Agreement**

# Exhibit A

<b>Customer Delivery Address:</b>	743 Hopkins Ave, Bensalem, PA 19020
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Delivery Point of Contact		Mileage Limit & Excess Mileage Charge	
<b>Name:</b>	Nurbek Fattoev	<b>Excess Charge (Per Mile)</b>	<b>Mileage Limit (Miles)</b>
<b>Phone:</b>	267-235-4255		
<b>Email:</b>	docs.nurex@gmail.com		
<b>GeoTab Access:</b>		\$ 0.35	2500
		No	

<b>Estimated Delivery Date:</b>	3/26/2026
---------------------------------	-----------

<b>Payment Terms</b>	NET7	<b>Initial Term - Months</b>	12
<b>Payment Method</b>	ACH	<b>Contract Type</b>	Rental

Unit	VIN	Year	Make	Model	Rental Rate	Transport Fee	Maintenance Responsibility
1739322	1FBAX2C81TKA16637	2026	Ford	Transit 350	\$ 1,975.00	\$ 959.00	Client

<b>Total Security Deposit</b>	<b>\$ 2,962.50</b>
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## **8. Driver Qualification & Compliance Policy**

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## **Mission and Vision**

### **Mission Statement**

NUREX LLC's mission is to provide safe, reliable, and person-centered non-emergency medical transportation services that support individual choice, dignity, independence, and access to healthcare. We are committed to promoting health, safety, and community inclusion while delivering services that respect each person's rights, preferences, and goals in alignment with Pennsylvania DHS and ODP Everyday Lives principles.

### **Vision Statement**

NUREX LLC envisions a service system where individuals with disabilities experience full access to healthcare, community participation, and opportunities to live meaningful everyday lives. We strive to be a trusted transportation provider that empowers individuals, supports self-determination, and contributes to positive life outcomes through quality, respectful, and responsive service delivery.

### **DHS / ODP Compliance Alignment**

NUREX LLC affirms that this mission and vision reflect Pennsylvania Department of Human Services and Office of Developmental Programs (ODP) Everyday Lives: Values in Action principles by promoting person-centered practices, individual choice, dignity, safety, community inclusion, and quality service outcomes.

## Provider Information

### Provider Details

<b>Provider Name (Legal IRS Name)</b>	NUREX LLC
<b>FEIN (Federal Employer Identification Number)</b>	92-2096067
<b>Service Type</b>	Non-Emergency Medical Transportation (NEMT)
<b>Provider Category</b>	Mileage-Based NEMT Provider
<b>Regulatory Authority</b>	Pennsylvania Department of Human Services (DHS)
<b>Oversight Entity</b>	Office of Developmental Programs (ODP)

## Service Description

### Service Selected and Confirmed

Transportation Mile - NEMT

### Brief Description of Service

Mileage reimbursement will be provided for transporting participants to and from authorized non-emergency medical appointments and medically necessary healthcare services identified in the Individual Support Plan (ISP). Transportation will be coordinated in advance when possible, accurately documented, and delivered in compliance with Pennsylvania DHS waiver requirements to ensure safe, timely, and reliable access to medical care.

### Service Overview

NUREX LLC provides mileage-based Non-Emergency Medical Transportation (NEMT) services to support individuals in accessing authorized non-emergency medical appointments and medically necessary healthcare services as identified in the Individual Support Plan (ISP).

### Service Delivery

Transportation is provided on an individual basis and scheduled in advance whenever possible to ensure timely and reliable service delivery. Trips are coordinated in accordance with participant needs and approved service authorizations.

### Mileage Calculation and Billing

Mileage is calculated based on actual miles driven from the approved pick-up location to the authorized destination and return, in accordance with Pennsylvania DHS waiver billing requirements and documentation standards.

### Safety and Driver Qualifications

All transportation services are delivered using properly insured vehicles operated by qualified drivers who meet provider training, background screening, and safety requirements.

### Documentation Requirements

Service delivery is documented accurately, including trip details, mileage, service dates, and participant verification to ensure compliance with DHS and ODP documentation standards.

## **Person-Centered Approach**

NUREX LLC prioritizes participant safety, dignity, confidentiality, and person-centered service delivery while ensuring reliable access to healthcare and medical services.

# Organizational Structure and Administrative Functions

## Overview

The provider maintains an administrative organizational structure that ensures compliance with Pennsylvania Department of Human Services (DHS) waiver requirements and applicable regulations. The structure includes defined roles and responsibilities to support operational oversight, service quality, and regulatory compliance.

## Waiver Compliance

The organization ensures all waiver services are delivered according to approved service definitions, ISP authorizations, and DHS policies. Administrative staff monitor regulatory updates and implement compliance procedures to maintain adherence to ODP standards.

## Incident and Risk Management

Incidents are reported, reviewed, and addressed according to ODP incident management protocols. The organization conducts follow-up actions, implements corrective measures, and maintains documentation to reduce risk and promote participant health and safety.

## Quality Management

The organization conducts ongoing monitoring of service delivery, documentation accuracy, and staff performance. Quality improvement activities are implemented to enhance service outcomes and ensure continuous compliance with waiver requirements.

## Provider Qualification Compliance

The organization verifies staff qualifications, training completion, background checks, and credentialing requirements. Personnel records are maintained to ensure all staff meet DHS and ODP provider qualification standards.

## HCSIS and PROMISe Enrollment Compliance

The provider maintains active enrollment in HCSIS and PROMISe. Administrative staff ensure accurate system access, service documentation entry, billing compliance, and timely updates to provider information.

## **SSD Maintenance**

Service Support Directory (SSD) information is maintained and updated to ensure accurate provider listings, service availability, and contact information in accordance with ODP requirements.

## **Claims Management and Fiscal Reconciliation**

The organization manages claims submission, verifies service delivery documentation, reconciles payments, and ensures accurate billing practices in compliance with PROMISE and waiver billing regulations.

## **Organizational Compliance Statement**

The organization has an established administrative structure that includes all required compliance functions outlined by Pennsylvania DHS. Policies and procedures support oversight, accountability, and operational integrity. Documentation and job responsibilities clearly identify assigned staff responsible for each compliance area.

# Staff Qualification and Training Policy

55 Pa. Code §6100.83

## Purpose

NUREX LLC ensures that all staff providing services are properly qualified, trained, and maintained in compliance with 55 Pa. Code Chapter 6100.83 and Pennsylvania DHS/ODP staffing requirements.

## Staff Qualification Requirements

NUREX LLC requires the following for all applicable staff prior to service delivery:

### Orientation and Staff Training

All employees receive orientation and required job-specific training before providing services. Training includes participant rights, safety procedures, emergency response, confidentiality, and service documentation requirements.

### Background Checks

The organization completes and maintains required background checks in accordance with DHS regulations, including criminal history record checks, child abuse clearances when applicable, and FBI fingerprinting when required. Clearances are verified prior to hire and renewed according to regulatory timelines.

### Minimum Age Requirement

All staff providing direct services are 18 years of age or older.

### Driver Qualifications (NEMT Services)

Transportation staff must maintain a valid driver's license, meet insurance and driving record requirements, complete safe driving and passenger safety training, and follow vehicle safety and transportation procedures.

### Specialized Qualification Documentation

Staff credentials, licenses, certifications, and training documentation are maintained based on service role requirements. Records are stored securely and available for compliance review.

## **Ongoing Compliance Monitoring**

NUREX LLC maintains an internal tracking system to ensure staff certifications and clearances remain current, required trainings are completed, documentation is updated, and compliance is continuously monitored.

## **Compliance Statement**

NUREX LLC affirms that all staff qualification requirements outlined in 55 Pa. Code Chapter 6100.83 are implemented and maintained to ensure staff readiness, participant safety, and regulatory compliance.

# Employee and Contractor Exclusion Screening Policy

## Purpose

NUREX LLC ensures that all employees, contractors, and vendors are screened to verify they are not excluded from participation in federal or state healthcare programs. This policy complies with Pennsylvania DHS provider screening requirements and federal exclusion monitoring standards.

## Required Exclusion Lists

NUREX LLC screens staff and contracted entities against the following databases:

- LEIE (List of Excluded Individuals and Entities)
- SAM (System for Award Management)
- DHS Medichex (Pennsylvania DHS Provider Exclusion List)

## Pre-Employment and Pre-Contract Screening

All prospective employees and contractors are screened against LEIE, SAM, and Medichex prior to hire or contract approval. Documentation of screening results is maintained in personnel or vendor files.

## Ongoing Monthly Screening

NUREX LLC conducts monthly exclusion checks for all active employees and contractors to ensure continued compliance.

## Documentation and Record Retention

Screening results are documented, dated, and stored securely. Records are maintained according to DHS and ODP documentation retention requirements and made available for audit review.

## Compliance Monitoring and Self-Audits

The organization conducts routine internal audits to verify screening completion and documentation accuracy. Administrative staff monitor compliance trends and update procedures as necessary.

## Corrective Action Procedures

If an employee or contractor is identified on any exclusion list:

- Immediate suspension of duties will occur

- Contracts or employment will be terminated as required
- Oversight entities will be notified when applicable
- All associated claims will be reviewed and corrected

## **Compliance Statement**

NUREX LLC affirms that exclusion screening procedures comply with Pennsylvania DHS requirements and federal healthcare program participation standards. Safeguards are maintained to ensure only eligible individuals and entities provide services.

# Restrictive Procedures Policy

*55 Pa. Code §6100.342*

## Purpose

NUREX LLC is committed to protecting the rights, dignity, and safety of individuals receiving services. This policy ensures compliance with 55 Pa. Code Chapter 6100.342 by regulating the use of restrictive procedures and prioritizing positive, person-centered approaches.

## Definition of Restrictive Procedures

Restrictive procedures include any practice that limits an individual's rights or freedom of movement. These procedures are prohibited unless used as an emergency safety intervention in accordance with regulatory requirements.

## Prohibited Restrictive Procedures

NUREX LLC prohibits the use of:

- Physical restraints
- Chemical restraints
- Seclusion
- Corporal punishment
- Aversive techniques
- Any practice that restricts access to food, water, communication, or basic human rights

## Permitted Use in Emergency Situations

Restrictive procedures may only be used during an emergency situation when there is an immediate risk of harm to the individual or others and less restrictive interventions have been ineffective or are not feasible.

## Authorization Requirements

Only trained and authorized supervisory staff may approve the use of emergency restrictive procedures. Authorization must comply with DHS and ODP requirements and be documented appropriately.

## **Monitoring and Control Measures**

All incidents involving restrictive procedures are documented, reviewed by management, and monitored for compliance. Follow-up reviews are conducted to ensure corrective actions are implemented and to prevent recurrence.

## **Staff Training**

All applicable staff receive training on positive behavior support strategies, de-escalation techniques, emergency response procedures, and regulatory requirements related to restrictive procedures.

## **Compliance Statement**

NUREX LLC affirms compliance with 55 Pa. Code Chapter 6100.342 and maintains policies to ensure restrictive procedures are minimized, monitored, and used only when absolutely necessary to protect health and safety.

# Recordkeeping Policy

*55 Pa. Code §6100.54*

## Purpose

NUREX LLC maintains accurate, secure, and confidential records in compliance with 55 Pa. Code Chapter 6100.54 and applicable Pennsylvania DHS and ODP regulations. This policy ensures proper documentation, protection of individual information, and regulatory compliance.

## Confidentiality and Secure Storage

All individual records are maintained in a secure location with controlled access. Electronic records are protected through password security and access controls. Paper records are stored in locked file cabinets or secure offices.

## Authorized Access to Records

Individual records are only accessible to authorized personnel including the Department, designated management, supports coordinators, targeted support managers, base-funded supports coordinators, or individuals authorized in writing by the participant.

## Record Retention Requirements

NUREX LLC maintains records according to the following retention standards:

- Records are kept for a minimum of four (4) years from the Commonwealth's fiscal year end or four (4) years from the provider's fiscal year end, whichever is later
- Records are retained until all audits, investigations, or litigation matters are resolved
- Records are maintained in compliance with applicable federal and state regulations
- If a program is partially or completely terminated, records related to the terminated program are retained for at least five (5) years from the termination date

## Record Accuracy and Integrity

Staff are responsible for maintaining accurate, complete, and timely documentation. Records are reviewed periodically to ensure accuracy, completeness, and compliance with regulatory requirements.

## **Monitoring and Compliance Oversight**

Administrative staff conduct periodic internal audits to verify compliance with recordkeeping standards. Corrective actions are implemented when deficiencies are identified.

## **Compliance Statement**

NUREX LLC affirms that recordkeeping practices comply with 55 Pa. Code Chapter 6100.54 and Pennsylvania DHS and ODP documentation standards to ensure accountability, confidentiality, and regulatory compliance.

# Business Continuity and Emergency Response Plan

## Purpose

NUREX LLC maintains a Business Continuity and Emergency Response Plan to ensure continuity of services, protect the health and safety of individuals, staff, and assets, and minimize service disruptions during emergencies, disasters, or unexpected operational interruptions.

## All-Hazards Emergency Planning Approach

The organization uses an all-hazards planning approach to prepare for natural disasters, severe weather, public health emergencies, utility failures, transportation disruptions, and other emergency situations.

## Emergency Response Procedures

During an emergency, staff will prioritize the safety of individuals, secure vehicles and equipment, follow evacuation or shelter-in-place procedures when necessary, and contact emergency services when appropriate.

## Communication Procedures

NUREX LLC maintains emergency contact information for staff and stakeholders. Communication methods include phone calls, text alerts, email notifications, and coordination with local emergency agencies when required.

## Continuity of Transportation Services

NUREX LLC will implement contingency scheduling, alternate routing, backup drivers, and substitute vehicles to maintain essential transportation services whenever possible during emergency conditions.

## Administrative Continuity

Administrative operations including billing, documentation, and scheduling will continue remotely or from alternate locations when needed to minimize operational disruptions.

## Resource Protection and Data Security

Electronic records are backed up regularly and stored securely. Physical assets and vehicles are protected to the greatest extent possible during emergency events.

## **Staff Roles and Responsibilities**

Supervisory staff coordinate emergency response activities, communicate operational updates, and ensure staff follow established safety and continuity procedures.

## **Plan Review and Updates**

This plan is reviewed at least annually and updated as needed to reflect operational changes, regulatory updates, and lessons learned from emergency events.

## **Compliance Statement**

NUREX LLC affirms that this Business Continuity and Emergency Response Plan aligns with Pennsylvania DHS provider requirements and Ready.gov emergency preparedness guidance to ensure safety, service continuity, and operational readiness.

# Physical and Behavioral Health Emergency Response Policy

## Purpose

NUREX LLC maintains procedures to respond appropriately to individual physical and behavioral health emergencies and crises in compliance with Pennsylvania DHS Office of Developmental Programs (ODP) requirements, Incident Management Bulletin 00-21-02, Health Alert guidance, and 55 Pa. Code §6100.349.

## Scope

This policy applies to all staff and contractors responsible for transporting or supporting individuals receiving NEMT services.

## Medical Emergency Response Procedures

In the event of a medical emergency, staff will immediately assess the situation, ensure scene safety, and contact emergency medical services by calling 911 in accordance with ODP Health Alert guidance. Staff will remain with the individual until emergency responders arrive and will provide accurate information regarding the individual's condition.

## Behavioral Health Crisis Response Procedures

When an individual experiences a behavioral health crisis, staff will use de-escalation techniques, maintain a calm environment, ensure the safety of all individuals, and request emergency assistance when there is an immediate risk of harm.

## Use of Emergency Physical Restraint

Emergency physical restraint may only be used when there is an immediate danger to the individual or others and no less restrictive alternatives are effective. Any use of emergency restraint must comply with 55 Pa. Code §6100.349 and be documented and reported according to ODP incident management requirements.

## Incident Reporting Requirements

All physical and behavioral health emergencies and crisis events are documented and reported through the appropriate ODP incident management system in accordance with Bulletin 00-21-02 timelines and procedures.

## **Staff Training**

All applicable staff receive training on emergency response procedures, recognizing medical and behavioral emergencies, de-escalation techniques, incident reporting, and regulatory compliance requirements.

## **Monitoring and Quality Oversight**

Supervisory staff review incident reports and emergency response actions to ensure compliance, identify trends, and implement corrective actions when necessary.

## **Compliance Statement**

NUREX LLC affirms that this policy aligns with Pennsylvania DHS and ODP emergency response standards and ensures appropriate protection of individual health, safety, and rights.

# Complaints Management Policy

*55 Pa. Code §6100.51*

## Purpose

NUREX LLC maintains written procedures to receive, document, investigate, and resolve complaints in compliance with 55 Pa. Code Chapter 6100.51 and Pennsylvania DHS Office of Developmental Programs (ODP) requirements. This policy ensures individuals are informed of their rights and that complaints are handled promptly, fairly, and without retaliation.

## Definition of a Complaint

A complaint is any expression of dissatisfaction regarding service delivery, staff conduct, transportation concerns, or administrative practices submitted by an individual, family member, representative, advocate, or other stakeholder.

## Accepting Complaints

NUREX LLC accepts complaints in written or verbal form from any source, including anonymous submissions. Assistance will be provided to individuals who require help submitting a complaint.

## Non-Retaliation Policy

The organization strictly prohibits retaliation or intimidation against any individual or staff member who files or participates in a complaint investigation.

## Complaint Documentation Requirements

All complaints are documented and include the following information when available:

- Name and contact information of the complainant
- Date and time received
- Description of the complaint
- Date of occurrence if applicable
- Investigation findings
- Corrective actions taken
- Date of resolution

## **Investigation and Resolution Process**

Complaints are reviewed promptly by management staff. Investigations are conducted objectively and corrective actions are implemented as needed. The organization provides a written response or verbal notification of findings and resolution within 30 days of complaint submission.

## **Record Retention**

Complaint records are maintained securely and retained according to DHS and ODP documentation requirements.

## **Compliance Statement**

NUREX LLC affirms that complaint management procedures comply with 55 Pa. Code Chapter 6100.51 and DHS ODP quality assurance requirements to protect individual rights and promote service accountability.

# Annual Training Plan

*55 Pa. Code §6100.143*

## Purpose

NUREX LLC maintains an annual training plan to ensure all staff receive required education and skill development in compliance with 55 Pa. Code Chapter 6100.143 and Pennsylvania DHS Office of Developmental Programs (ODP) regulations. The training program supports high-quality, person-centered service delivery and regulatory compliance.

## Training Plan Overview

The annual training plan applies to all employees and contractors providing NEMT services. Training is completed during orientation and annually thereafter, with documentation maintained in personnel records.

## Required Training Topics

The annual training program includes the following required subject areas:

- Person-centered practices, community integration, and individual choice
- Prevention, detection, and reporting of abuse, neglect, and exploitation
- Individual rights
- Recognition and reporting of incidents
- Safe and appropriate use of behavior support and de-escalation strategies
- Implementation of the individual service plan when applicable

## Orientation Training

New staff receive orientation training prior to providing services. Orientation includes organizational policies, emergency procedures, participant rights, confidentiality, safety practices, and documentation requirements.

## Ongoing and Refresher Training

All staff complete annual refresher training to maintain competency and regulatory compliance. Additional training is provided when regulations change or performance improvement needs are identified.

## **Training Documentation**

NUREX LLC documents all completed trainings including course title, training date, instructor name, and staff signatures. Records are maintained securely and available for audit review.

## **Training Oversight and Monitoring**

Supervisory staff monitor training completion, track compliance deadlines, and ensure corrective action is taken when training requirements are not met.

## **Compliance Statement**

NUREX LLC affirms that its annual training plan complies with 55 Pa. Code Chapter 6100.143 and DHS ODP requirements to ensure staff competency, participant safety, and quality service delivery.

# Lost and Damaged Property Replacement Policy

*55 Pa. Code §6100.485*

## Purpose

NUREX LLC maintains a written policy to address the replacement or reimbursement of individual property that is lost or damaged during the provision of services. This policy complies with 55 Pa. Code Chapter 6100.485 and Pennsylvania DHS Office of Developmental Programs (ODP) Incident Management requirements.

## Scope

This policy applies to all staff and contractors providing transportation or related services on behalf of NUREX LLC.

## Provider Responsibility

If an individual's personal property is lost or damaged as a result of provider action or during the delivery of authorized services, NUREX LLC will repair, replace, or reimburse the individual for the lost or damaged property in accordance with regulatory requirements.

## Reporting Requirements

All incidents involving lost or damaged property are documented and reported in accordance with ODP Incident Management Bulletin 00-21-02. Reports include a description of the incident, circumstances, and corrective actions taken.

## Investigation Process

Management staff review each reported incident to determine cause, responsibility, and appropriate corrective action. Findings are documented and used to prevent future occurrences.

## Replacement and Reimbursement Process

NUREX LLC will work with the individual or their representative to determine appropriate replacement or reimbursement value. Payments or replacements are completed in a timely manner following investigation and approval.

## **Documentation and Record Retention**

All documentation related to lost or damaged property incidents is maintained securely and retained according to DHS and ODP recordkeeping requirements.

## **Compliance Statement**

NUREX LLC affirms that this policy complies with 55 Pa. Code Chapter 6100.485 and ODP Incident Management standards to protect individual property rights and ensure accountability.

# Transition of Individuals Procedure

*55 Pa. Code §6100.301-307*

## Purpose

NUREX LLC maintains procedures to ensure the safe, coordinated, and person-centered transition of individuals when services are discontinued or transferred to another provider. This policy complies with 55 Pa. Code Chapter 6100 requirements and Office of Developmental Programs (ODP) transition standards.

## Transition Planning

When services are ending or transitioning, NUREX LLC participates in transition planning activities with the individual, supports coordinator, family members or designated representatives, and the receiving provider to promote continuity of care and minimize service disruption.

## Coordination and Cooperation

NUREX LLC cooperates with all stakeholders involved in the transition process, including the individual planning team, to ensure smooth coordination of transportation services and related supports.

## Transportation and Service Continuity

Arrangements for transportation, if applicable, will be coordinated to ensure continuity of service during the transition period whenever possible.

## Written Notice Requirement

When NUREX LLC is no longer able or willing to provide services, written notice will be provided at least forty-five (45) days prior to discharge. Notice will be provided to the individual, persons designated by the individual, the individual planning team, the Administrative Entity (AE), the supports coordinator, and the Department/ODP.

## Required Notice Content

The written notice will include:

- The individual's name and MCI number (if applicable)
- Provider name and MPI number

- Service(s) being discontinued
- Current service location
- Reason for service termination
- Actions taken to support a smooth transition

## **Records Transfer**

NUREX LLC will make available relevant service documentation and records to the new provider prior to the transition date, in accordance with confidentiality and recordkeeping requirements.

## **Protection of Individual Choice**

NUREX LLC ensures that individuals are not subjected to undue influence during provider transition decisions and that individual choice and rights are respected.

## **Compliance Statement**

NUREX LLC affirms that transition procedures comply with 55 Pa. Code Chapter 6100 requirements and ODP guidelines to protect individual rights, continuity of care, and service coordination.

# Accessibility Protocol for Individuals Who Are Deaf or Hard of Hearing

*ODP Bulletin 00-14-04*

## Purpose

NUREX LLC maintains procedures to ensure accessibility and effective communication for individuals who are deaf or hard of hearing in compliance with ODP Bulletin 00-14-04 and Pennsylvania DHS accessibility requirements.

## Accessibility Commitment

NUREX LLC is committed to providing equal access to transportation services by ensuring effective communication and reasonable accommodations for individuals who are deaf or hard of hearing.

## Request and Authorization of Auxiliary Aids

Individuals or their representatives may request auxiliary aids and services such as sign language interpreters, written communication, visual alerts, or assistive communication technology. Requests are coordinated through the Supports Coordinator and authorized in the Individual Support Plan (ISP) when applicable.

## Provision of Communication Assistance

NUREX LLC ensures communication assistance is provided as indicated in the ISP or requested by the individual to ensure effective communication during service delivery.

## Documentation and ISP Updates

When accessibility needs are identified that are not currently reflected in the ISP, NUREX LLC will notify the Supports Coordinator within ten (10) days so the ISP can be updated accordingly.

## Staff Training

Staff receive training on disability awareness, effective communication strategies, and the use of auxiliary aids to support individuals who are deaf or hard of hearing.

## Monitoring and Compliance Oversight

Supervisory staff monitor implementation of accessibility protocols to ensure compliance with DHS and ODP requirements and to address any identified barriers.

## Compliance Statement

NUREX LLC affirms that this accessibility protocol complies with ODP Bulletin 00-14-04 and Pennsylvania DHS requirements to ensure effective communication and equal access to services.

# Incident Management Policy

*55 Pa. Code Chapter 6100 & ODP Bulletin 00-21-02*

## Purpose

NUREX LLC maintains a written Incident Management Policy to ensure timely reporting, investigation, resolution, and prevention of incidents in compliance with 55 Pa. Code Chapter 6100 and ODP Bulletin 00-21-02.

## Scope

This policy applies to all staff and contractors providing services on behalf of NUREX LLC.

## Incident Identification and Immediate Response

Staff are required to immediately respond to incidents by ensuring individual safety, contacting emergency services when necessary, and notifying supervisory staff. Protective actions are taken to prevent further harm.

## Reporting Requirements

All reportable incidents are entered into the Enterprise Incident Management (EIM) system in accordance with ODP timelines and reporting standards. Required notifications to protective service entities, law enforcement, and designated representatives are completed as applicable.

## Investigation Procedures

Incidents requiring investigation are reviewed and investigated by qualified personnel. Investigations include fact-finding, documentation review, interviews when appropriate, and determination of root causes.

## Corrective and Preventative Actions

NUREX LLC implements corrective action plans and preventative strategies to reduce the likelihood of future incidents. Actions are monitored for effectiveness.

## Monitoring and Trend Analysis

Incident data is reviewed monthly and quarterly to identify trends, patterns, and systemic issues. Findings are used to improve service delivery and risk management practices.

## **Staff Training**

All staff receive training on incident identification, reporting procedures, emergency response, documentation requirements, and confidentiality obligations.

## **Peer Review Participation**

When required, NUREX LLC participates in peer review processes related to incident investigations in accordance with ODP guidance.

## **Compliance Statement**

NUREX LLC affirms that this Incident Management Policy complies with Pennsylvania DHS and ODP regulatory requirements to protect individual safety, promote accountability, and ensure quality service outcomes.

## Attestations and Compliance Statements

### New Provider Self-Assessment - Comments Attestation

NUREX LLC has reviewed and completed all required policies, procedures, and compliance documentation in accordance with Pennsylvania DHS and ODP New Provider Self-Assessment requirements. All submitted materials reflect current regulatory standards and provider responsibilities. The organization affirms readiness to deliver mileage-based Non-Emergency Medical Transportation (NEMT) services in compliance with waiver requirements, quality management standards, and participant safety expectations.

### Section III Attestation - Reviewed Documents & EVV Compliance

NUREX LLC attests that all required Pennsylvania DHS and ODP reference documents, provider guidelines, and regulatory materials applicable to Consolidated, Community Living, and Person/Directed Support waivers and 55 Pa. Code Chapter 6100 have been reviewed and understood.

NUREX LLC further attests that Electronic Visit Verification (EVV) requirements applicable to Non-Emergency Medical Transportation (NEMT) services have been reviewed and that the organization will comply with all DHS EVV enrollment, usage, reporting, and data submission standards as required.

This attestation is submitted as part of the New Provider Self-Assessment and affirms the provider's readiness to operate in accordance with Pennsylvania DHS and ODP program requirements.

### Section III Attestation - MPI Number Pending

NUREX LLC attests that the organization has not yet received its Medicaid Provider Identifier (MPI) number at the time of this submission.

Upon receipt of the MPI number, NUREX LLC will promptly complete registration and access setup for the Office of Developmental Programs (ODP) Learning Management System (LMS) and any other required DHS systems, including applicable provider listservs and compliance platforms.

This attestation is submitted in accordance with New Provider Self-Assessment Section III requirements and confirms the provider's intent to complete all required registrations as soon as the MPI number is issued.

### Transportation Trip Services Determination

NUREX LLC does not provide Transportation Trip services (Provider Type 26). The organization provides mileage-based Non-Emergency Medical Transportation (NEMT) services only. Therefore,

the requirement regarding the presence of an aide when transporting more than six individuals does not apply.