

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/23/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT Brad Cook 502-585-3600 PRODUCER
Robert H. Clarkson Agency, LLC PHONE (A/C, No, Ext): 502-585-3600 FAX (A/C, No): 502-585-8819 P.O. Box 70129 Louisville, KY 40270 Bradley C. Cook E-MAIL BCOOK@rhcgroup.com INSURER(S) AFFORDING COVERAGE NAIC # 35289 INSURER A : CNA INSURER B: Hartford Insurance Company 37478 Fire Department Service and INSURED Supply PO Box 20207 Louisville, KY 40250-0207 INSURER D: **INSURER E** INSURER F : **CERTIFICATE NUMBER:** REVISION NUMBER: COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP (MM/DD/YYYY) NSR LTR TYPE OF INSURANCE POLICY NUMBER 2,000,000 COMMERCIAL GENERAL LIABILITY X EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 100,000 CLAIMS-MADE X OCCUR 6042609989 06/27/2017 06/27/2018 Y 5,000 MED EXP (Any one person) 2,000,000 PERSONAL & ADV INJURY 4,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$ 4,000,000 X POLICY PRODUCTS - COMP/OP AGG \$ \$1M/\$2M Emp Ben. COMBINED SINGLE LIMIT (Ea accident) 1,000,000 AUTOMOBILE LIABILITY \$ ANY AUTO 6042609992 06/27/2017 06/27/2018 BODILY INJURY (Per person) OWNED AUTOS ONLY SCHEDULED AUTOS BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY 1,000,000 X IIMBRELLA LIAB OCCUR EACH OCCURRENCE \$ 06/27/2017 06/27/2018 1.000.000 6042610009 **EXCESS LIAB** CLAIMS-MADE AGGREGATE DED X RETENTIONS X PER STATUTE WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 33WECJV1577 06/17/2017 06/17/2018 500,000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT 500,000 E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below 500.000 E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CERTIFICATE HOLDER IS ADDED AS ADDITIONAL INSURED WITH RESPECCTS TO LIABILITY FOR WORK PERFORMED BY THE INSURED PER WRITTEN CONTRACT. BLANKET ADDITIONAL INSURED FORM CNA74879XX(1-15) IS ATTACHED. INSURANCE IS PRIMARY & NON CONTRIBUTORY. 30 DAYS NOTICE OF CANCELLATION/MATERIAL CHANGES APPLIES. CANCELLATION CERTIFICATE HOLDER LEXINGT SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. LEXINGTON FIRE DEPARTMENT 219 EAST 3RD STREET **LEXINGTON, KY 40508 AUTHORIZED REPRESENTATIVE**

ACORD 25 (2016/03)

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This report may include reserve information for open claims. Reserves are estimates intended to reflect potential claim outcomes based on information known to The Hartford at the time the reserve is established. Reserves are subject to change, and may not be relied upon as a guarantee of payment by The Hartford. This data is current as of the date indicated on the report.



NOTE: Allocated Expenses for Workers' Comp claims are displayed for informational purposes only and are not included in the Total Incurred amounts.

Losses are net of deductible recoveries.

Printing Tip: Set your page orientation to landscape for best results.

| Insured: | Fire Department Service And Supply Inc. Louisville, Ky | Report Period: | 04/23/2015 to 04/22/2018 | Date Produced: | 04/23/2018 |
|----------|--|-------------------|--------------------------|------------------------|--------------|
| Policy: | 033WEC JV1577 06/17/2017 - 06/17/2018 | LOB: | | Valued as of: | 04/23/2018 |
| | Robert H Clarkson Insurance Agency Louisville , Ky | Producer Code: | 751263 | Producing Regional: | Ohio/indiana |

| SEL CUSTOMER-WORKERS' COM | Policy: | 33WEC JV1577 | Policy Term: | 06/17/2015 - 06/17/2016 |
|---------------------------|---------|--------------|--------------|-------------------------|
| No Claims for this policy | | | | |
| SEL CUSTOMER-WORKERS' COM | Policy: | 33WEC JV1577 | Policy Term: | 06/17/2016 - 06/17/2017 |
| No Claims for this policy | | | | |
| SEL CUSTOMER-WORKERS' COM | Policy: | 33WEC JV1577 | Policy Term: | 06/17/2017 - 06/17/2018 |
| | | | | |

No Claims for this policy



General Liability Extension Endorsement

1. ADDITIONAL INSUREDS

- a. WHO IS AN INSURED is amended to include as an Insured any person or organization described in paragraphs A. through K. below whom a Named Insured is required to add as an additional insured on this Coverage Part under a written contract or written agreement, provided such contract or agreement:
 - (1) is currently in effect or becomes effective during the term of this Coverage Part; and
 - (2) was executed prior to:
 - (a) the bodily injury or property damage; or
 - (b) the offense that caused the personal and advertising injury,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the insurer will not provide such additional insured with:
 - (1) a higher limit of insurance than required by such contract or agreement; or
 - (2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through K. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

- 1. such person or organization's financial control of a Named insured; or
- 2. premises such person or organization owns, maintains or controls while a Named Insured leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of insured Premises

A co-owner of a premises co-owned by a **Named insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Grantor of Franchise

Any person or organization that has granted a franchise to a Named Insured, but only with respect to such person or organization's liability for bodily injury, property damage or personal and advertising injury as grantor of a franchise to the Named Insured.

D. Lessor of Equipment

Any person or organization from whom a Named Insured leases equipment, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused, in whole or in part, by the Named Insured's maintenance, operation or use of such equipment, provided that the occurrence giving rise to such bodily injury, property damage or the offense giving rise to such personal and advertising injury takes place prior to the termination of such lease.

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Insured Name: FIRE DEPARTMENT SERVICE AND SUPPLY, INC.

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E. Lessor of Land

Any person or organization from whom a Named Insured leases land but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance or use of such land, provided that the occurrence giving rise to such bodily injury or property damage, or the offense giving rise to such personal and advertising injury, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the Named Insured, or such owner or lessor's real estate manager, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance or use of such part of the premises leased to the Named Insured, and provided that the occurrence giving rise to such bodily injury, property damage or the offense giving rise to such personal and advertising injury takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for bodily injury, property damage or personal and advertising injury arising out of the Named Insured's ownership, maintenance, or use of a premises by a Named Insured.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions - Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such state or governmental agency or subdivision or political subdivision's liability for bodily injury, property damage or personal and advertising injury arising out of:

- 1. the following hazards in connection with premises a Named Insured owns, rents, or controls and to which this insurance applies:
 - the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
- 2. the permitted or authorized operations performed by a Named Insured or on a Named Insured's behalf.

The coverage granted by this paragraph does not apply to:

- Bodily injury, property damage or personal and advertising injury arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- Bodily injury or property damage included within the products-completed operations hazard.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the Named Insured to add the governmental entity as an additional insured.

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Trade Show Event Leasor

- 1. With respect to a Named Insured's participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the Named insured is required to include as an additional insured, but only with respect to such person or organization's liability for bodily injury, property damage or personal and advertising injury caused by:
 - a. the Named insured's acts or omissions; or
 - b. the acts or omissions of those acting on the Named Insured's behalf.

in the performance of the Named Insured's ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to bodily injury or property damage included within the products-completed operations hazard.

J. Vendor

Any person or organization but only with respect to such person or organization's liability for bodily injury or property damage arising out of your products which are distributed or sold in the regular course of such person or organization's business, provided that:

- 1. The coverage granted by this paragraph does not apply to:
 - a. bodily injury or property damage for which such person or organization is obligated to pay damages by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;
 - b. any express warranty unauthorized by the Named Insured:
 - c. any physical or chemical change in any product made intentionally by such person or organization;
 - d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container:
 - e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - 1. demonstration, installation, servicing or repair operations, except such operations performed at the such person or organization's premises in connection with the sale of a product;
 - g. products which, after distribution or sale by the Named Insured, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or
 - h. bodily injury or property damage arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) the exceptions contained in Subparagraphs d. or f. above; or
 - (2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the Named Insured to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- 2. This Paragraph J. does not apply to any insured person or organization, from whom the Named Insured has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.

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- 3. This Paragraph J. also does not apply:
 - a. to any vendor specifically scheduled as an additional insured by endorsement to this Coverage Part;
 - b. to any of your products for which coverage is excluded by endorsement to this Coverage Part; nor
 - c. if bodily injury or property damage included within the products-completed operations hazard is excluded by endorsement to this Coverage Part.

K. Other Person Or Organization

Any person or organization who is not an additional insured under Paragraphs A. through J. above. Such additional insured is an insured solely for bodily injury, property damage or personal and advertising injury for which such additional insured is liable because of the Named Insured's acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- 1. for bodily injury, property damage, or personal and advertising injury arising out of the rendering or failure to render any professional service;
- 2. for bodily injury or property damage included within the products-completed operations hazard; nor
- 3. who is specifically scheduled as an additional insured on another endorsement to this Coverage Part.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

A. The Other Insurance Condition in the COMMERCIAL GENERAL LIABILITY CONDITIONS Section is amended to add the following paragraph:

If the Named Insured has agreed in writing in a contract or agreement that this insurance is primary and noncontributory relative to an additional insured's own insurance, then this insurance is primary, and the insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured.

B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph 1.K. of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY - EXPANDED DEFINITION

Under **DEFINITIONS** the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE NOTICE OF OCCURRENCE

Under CONDITIONS, the condition entitled Duties in The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named insured** must give the insurer or the insurer's authorized representative notice of an **occurrence**, offense or claim only when the occurrence, offense or claim is known to a natural person Named insured, to a partner, executive officer, manager or member of a Named Insured, or to an employee designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

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The Named insured's rights under this Coverage Part will not be prejudiced if the Named insured fails to give the Insurer notice of an occurrence, offense or claim and that failure is solely due to the Named insured's reasonable belief that the bodily injury or property damage is not covered under this Coverage Part. However, the Named insured shall give written notice of such occurrence, offense or claim to the Insurer as soon as the Named insured is aware that this insurance may apply to such occurrence, offense or claim.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

- 3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a Named Insured has management control:
 - a. on the effective date of this Coverage Part; or
 - b. by reason of a Named insured creating or acquiring the organization during the policy period,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this BROAD NAMED INSURED provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this Coverage Part.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
- B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
- 4. With respect to organizations which qualify as Named Insureds by virtue of Paragraph 3. above, this insurance does not apply to:
 - a. bodily injury or property damage that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b. personal or advertising injury caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
- 5. The insurance provided by this Coverage Part applies to Named Insureds when trading under their own names or under such other trading names or doing-business-as names (dba) as any Named Insured should choose to employ.

6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and spouses only for claims arising solely out of their capacity or status as such and, in the case of a spouse, where such claim seeks damages from marital community property, jointly held property or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or spouse outside the scope of such person's capacity or status as such, provided however that the spouse of a natural person Named insured and the spouses of members or partners of joint venture or partnership Named insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

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7. EXPECTED OR INTENDED INJURY - EXCEPTION FOR REASONABLE FORCE

Under COVERAGES, Coverage A - Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Expected or Intended Injury and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

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

8. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the Named Insured, or chartered by or for the Named Insured, will be treated in the same manner as though the action were in personam against the Named insured.

INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to bodily injury that arises out of a health care incident:

- A. Under COVERAGES, Coverage A Bodily Injury And Property Damage Liability, the Insuring Agreement is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:
 - b. This insurance applies to bodily injury provided that the professional health care services are incidental to the Named insured's primary business purpose, and only if:
 - (1) such bodily injury is caused by an occurrence that takes place in the coverage territory.
 - (2) the bodily injury first occurs during the policy period. All bodily injury arising from an occurrence will be deemed to have occurred at the time of the first act, error, or omission that is part of the occurrence;
- B. Under COVERAGES, Coverage A Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to:
 - add the following to the Employers Liability exclusion:

This exclusion applies only if the bodily injury arising from a health care incident is covered by other liability insurance available to the Insured (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled Contractual Liability and replace it with the following:

This insurance does not apply to:

Contractual Liability

the insured's actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions.

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to claims based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual

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Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicald Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any health care incident for which coverage is excluded by endorsement.

C. **DEFINITIONS** is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the Named insured's employees or volunteer workers in the rendering of:

- a. professional health care services on behalf of the Named insured or
- b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;
- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- 1. Dentist:
- g. Physical therapist;
- h. Psychologist:
- Speech therapist;
- Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

II. delete the definition of occurrence and replace it with the following:

Occurrence means a health care incident. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single occurrence;

- ili. amend the definition of insured to:
 - a. add the following:
 - the Named Insured's employees are Insureds with respect to:

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Policy No: 6

6042609989

Endorsement No:

Effective Date: 06/27/2017

insured Name: FIRE DEPARTMENT SERVICE AND SUPPLY, INC.

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- (1) bodily injury to a co-employee while in the course of the co-employee's employment by the Named insured or while performing duties related to the conduct of the Named insured's business; and
- (2) bodily injury to a volunteer worker while performing duties related to the conduct of the Named Insured's business:

when such bodily injury arises out of a health care incident.

- the Named Insured's volunteer workers are insureds with respect to:
 - (1) bodily injury to a co-volunteer worker while performing duties related to the conduct of the Named insured's business; and
 - (2) bodily injury to an employee while in the course of the employee's employment by the Named Insured or while performing duties related to the conduct of the Named Insured's business;

when such bodily injury arises out of a health care incident.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of WHO IS AN INSURED.
- e. add the following:

Insured does not include any physician while acting in his or her capacity as such.

D. The Other Insurance condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other insurance

- b. Excess insurance
 - (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the Named Insured to be excess of this coverage.

10. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

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, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the policy period, such Named Insured is an Insured with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- any offense giving rise to personal and advertising injury occurred prior to such termination date, and the personal and advertising injury arising out of such offense first occurred after such termination date;
- the bodily injury or property damage first occurred after such termination date; and
- there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

11. LEGAL LIABILITY - DAMAGE TO PREMISES

A. Under COVERAGES, Coverage A - Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete the first paragraph immediately following subparagraph (6) of the Damage to Property exclusion and replace it with the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to property damage (other than damage by fire) to premises rented to the Named Insured or temporarily occupied by the Named Insured with the permission of the

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owner, nor to the contents of premises rented to the Named Insured 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 LIMITS OF INSURANCE.

B. Under COVERAGES, Coverage A - Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to a Named Insured or temporarily occupied by a Named Insured with permission of the owner, nor to damage to the contents of premises rented to a Named Insured for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in the LIMITS OF INSURANCE Section.

- C. LIMITS OF INSURANCE is amended to delete Paragraph 6. (the Damage To Premises Rented To You Limit) and replace it with the following:
 - Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under COVERAGE A for damages because of property damage to:
 - a. any one premises while rented to a Named Insured or temporarily occupied by a Named Insured with the permission of the owner; and
 - b. contents of such premises if the premises is rented to the Named Insured for a period of 7 or fewer consecutive days.

The Damage To Premises Rented To You Limit is \$200,000, unless a higher Damage to Premises Rented to You Limit is shown in the Declarations.

- D. The Other Insurance Condition is amended to delete Paragraph b.(1)(a)(ii), and replace it with the following:
 - (ii) That is property insurance for premises rented to a Named Insured, for premises temporarily occupied by the Named Insured with the permission of the owner; or for personal property of others in the Named insured's care, custody or control;
- E. This Provision 11. does not apply if liability for damage to premises rented to a Named Insured is excluded by another endorsement attached to this Coverage Part.

12. MEDICAL PAYMENTS

- A. LIMITS OF INSURANCE is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the
 - 7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under Coverage C - Medical Payments for all medical expenses because of bodily injury sustained by any one person. The Medical Expense Limit is the greater of:
 - (1) \$15,000 unless a different amount is shown here:

; or

- (2) the amount shown in the Declarations for Medical Expense Limit.
- B. Under COVERAGES, Coverage C Medical Payments, the Insuring Agreement is amended to replace Paragraph 1.a.(3)(b) with the following:
 - (b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

13. NON-OWNED AIRCRAFT

Under COVERAGES, Coverage A - Bodily injury and Property Damage Liability, the paragraph entitled Exclusions is amended as follows:

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Nat'l Fire Ins Co of Hartford

insured Name: FIRE DEPARTMENT SERVICE AND SUPPLY, INC.

Policy No: 6042609989

Endorsement No:

Effective Date: 06/27/2017

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The exclusion entitled Aircraft, Auto or Watercraft is amended to add the following:

This exclusion does not apply to an aircraft not owned by any Named Insured, provided that:

- 1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- 2. the aircraft is rented with a trained, paid crew to the Named insured; and
- 3. the aircraft is not being used to carry persons or property for a charge.

14. NON-OWNED WATERCRAFT

Under COVERAGES, Coverage A - Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete subparagraph (2) of the exclusion entitled Aircraft. Auto or Watercraft, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any Named Insured, provided the watercraft is:
 - (a) less than 75 feet long; and
 - (b) not being used to carry persons or property for a charge.

15. PERSONAL AND ADVERTISING INJURY -DISCRIMINATION OR HUMILIATION

- A. Under DEFINITIONS, the definition of personal and advertising injury is amended to add the following tort:
 - Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- B. Under COVERAGES, Coverage B Personal and Advertising injury Liability, the paragraph entitled Exclusions is amended to:
 - 1. delete the Exclusion entitled Knowing Violation Of Rights Of Another and replace it with the following:

This insurance does not apply to:

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. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the Named Insured; or
- (b) any executive officer, director, stockholder, partner, member or manager (if the Named Insured is a limited liability company) of the Named Insured.
- 2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any Insured.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any Insured.

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Nat'l Fire Ins Co of Hartford

Insured Name: FIRE DEPARTMENT SERVICE AND SUPPLY, INC.

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40020049838320030141581701022

6042609989 Policy No:

Endorsement No:



General Liability Extension Endorsement

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this PERSONAL AND ADVERTISING INJURY -DISCRIMINATION OR HUMILIATION Provision does not apply to any person or organization whose status as an Insured derives solely from

- Provision 1. ADDITIONAL INSUREDS of this endorsement; or
- attachment of an additional insured endorsement to this Coverage Part.

16. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under COVERAGES, Coverage B -Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Contractual Liability and replace it with the following:

This insurance does not apply to:

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:

- (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 offense that caused such personal or advertising injury first occurred subsequent to the execution of such insured contract. Solely for the purpose of liability assumed in an insured contract, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of personal and advertising injury provided:
 - (a) liability to such party for, or for the cost of, that party's defense has also been assumed in such insured contract; and
 - (b) such attorney fees and litigation expenses are for defense of such party against a civil or alternative dispute resolution proceeding in which covered damages are alleged.
- B. Solely for the purpose of the coverage provided by this paragraph, DEFINITIONS is amended to delete the definition of insured contract in its entirety, and replace it with the following:

Insured contract means that part of a written contract or written agreement pertaining to the Named Insured's business under which the Named insured assumes the tort liability of another party to pay for personal or advertising injury arising out of the offense of false arrest, detention or imprisonment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

- C. Solely for the purpose of the coverage provided by this paragraph, the following changes are made to the Section entitled SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:
 - 1. Paragraph 2.d. is replaced by the following:
 - d. The allegations in the suit and the information the Insurer knows about the offense alleged in such suit are such that no conflict appears to exist between the interests of the insured and the interests of the
 - 2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as defense costs. Notwithstanding the provisions of Paragraph e.(2) of the Contractual Liability exclusion (as amended by this Endorsement), such payments will

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Nat'l Fire Ins Co of Hartford

Insured Name: FIRE DEPARTMENT SERVICE AND SUPPLY, INC.

Policy No: 6042609989

Endorsement No:



not be deemed to be damages for personal and advertising injury and will not reduce the limits of insurance.

D. This PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY Provision does not apply if Coverage B -Personal and Advertising Injury Liability is excluded by another endorsement attached to this Coverage Part.

17. PROPERTY DAMAGE - ELEVATORS

- A. Under COVERAGES, Coverage A Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended such that the Damage to Your Product Exclusion and subparagraphs (3), (4) and (6) of the Damage to Property Exclusion do not apply to property damage that results from the use of elevators.
- B. Solely for the purpose of the coverage provided by this PROPERTY DAMAGE ELEVATORS Provision, the Other insurance conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

18. SUPPLEMENTARY PAYMENTS

The section entitled SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of ball bonds and replace it with a \$5,000. limit: and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

19. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the Named Insured unintentionally fails to disclose all existing hazards at the inception date of the Named insured's Coverage Part, the Insurer will not deny coverage under this Coverage Part because of such failure.

20. WAIVER OF SUBROGATION - BLANKET

Under CONDITIONS, the Transfer Of Rights Of Recovery Against Others To Us Condition is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

- 1. the Named Insured's ongoing operations; or
- 2. your work included in the products-completed operations hazard.

However, this waiver applies only when the Named Insured has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

- 1. is in effect or becomes effective during the term of this Coverage Part; and
- 2. was executed prior to the bodily injury, property damage or personal and advertising injury giving rise to the claim.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Nat'l Fire Ins Co of Hartford

Insured Name: FIRE DEPARTMENT SERVICE AND SUPPLY, INC.

Policy No: 6042609989

Endorsement No:



FIRE DEPARTMENT SERVICE SEE ATTACHED SCHEDULE PO BOX 20207 LOUISVILLE, KY 40250-0207

Loss Run Report

4/23/2018 2:55 Debbie Moore (AG16-215)

Policy Period(s) from: 6/27/2010 to 6/27/2016

Policy Number: CPP 2629758

| \$56.00 | \$0.00 | \$56.00 | ANIMAL COLLISION | Mark hit a dog | 04 | 10/13/2014 | CPP001802441 | 013 2013 DODG GRAND CA CPP001802441 |
|----------------|---------|------------|----------------------------|--|------|------------|--------------|--|
| \$2,180.02 | \$0.00 | \$2,180.02 | ANIMAL COLLISION | Mark hit a dog | 04 | 10/13/2014 | CPP001802441 | 013 2013 DODG GRAND CA CPP001802441 |
| Total Incurred | Reserve | Amt Paid* | Cause of Loss | Description | Term | Loss Date | Claim Number | Loc/Unit |
| \$1,992.60 | \$0.00 | \$1,992.60 | Total This Claim: | | | | | |
| \$40.00 | \$0.00 | \$40.00 | COLLISION | Insrd returned to pkd veh to find unkn had struck his veh. | 04 | 10/9/2014 | CPP001802400 | 012 2013 DODG GRAND CA CPP001802400 |
| \$1,952.60 | \$0.00 | \$1,952.60 | COLLISION | Insrd returned to pkd veh to find unkn had struck his veh. | 04 | 10/9/2014 | CPP001802400 | 012 2013 DODG GRAND CA CPP001802400 |
| Total Incurred | Reserve | Amt Paid* | Cause of Loss | Description | Term | Loss Date | Claim Number | Loc/Unit |
| | | | | | | | | |
| \$622.19 | \$0.00 | \$622.19 | Total This Claim: | | | | | |
| \$622.19 | \$0.00 | \$622.19 | THEFT-AUTO PARTS | Insd discovered unkn(s) stole exhaust system off IV | 02 | 2/28/2013 | CPP001568764 | 011 2011 FORD E450 SUPE CPP001568764 |
| Total Incurred | Reserve | Amt Paid* | Cause of Loss | Description | Term | Loss Date | Claim Number | Loc/Unit |
| | | | | | | | | |
| \$0.00 | \$0.00 | \$0.00 | Total This Claim: | | | | | |
| \$0.00 | \$0.00 | \$0.00 | WATER-SPRINKLER LEAKAGE | Toilets over flowed, main line - upstairs of building | 01 | 7/15/2011 | CPP001328026 | 0001-3920 BARDSTOWN RD CPP001328026 |
| Total Incurred | Reserve | Amt Paid* | Cause of Loss | Description | Term | Loss Date | Claim Number | Loc/Unit |

Search results are limited to 6 years. All open and closed claims for the past 6 years will show. This report only includes Safelite glass claims that occurred after April 1, 2009.

* Amount Paid includes Loss and Expense.

page 1 of 2



FIRE DEPARTMENT SERVICE SEE ATTACHED SCHEDULE PO BOX 20207 LOUISVILLE, KY 40250-0207

Loss Run Report

4/23/2018 2:55 Debbie Moore (AG16-215)

Policy Period(s) from: 6/27/2010 to 6/27/2016

Policy Number: CPP 2629758

| | | 012 2013 DODG GRAND CA CPP001930897 | Loc/Unit Claim Number | | 011 2011 FORD E450 SUPE CPP001915686 | Loc/Unit Claim Number | |
|--------------|-------------------|---|-----------------------|-------------------|---|-----------------------|-------------------|
| | | | | | | | |
| | | 9/11/2015 | Loss Date | | 7/17/2015 | Loss Date | |
| | | 05 | Term | | 05 | Term | |
| | | OTHER *Police Department: *Police Report Number: | Term Description | | Unknown stole catalytic converter off insrd vehicle | Term Description | |
| Grand Totals | Total This Claim: | GLASS ONLY | Cause of Loss | Total This Claim: | THEFT-AUTO PARTS | Cause of Loss | Total This Claim: |
| \$6,213.56 | \$404.48 | \$404.48 | Amt Paid* | \$958.27 | \$958.27 | Amt Paid* | \$2,236.02 |
| \$0.00 | \$0.00 | \$0.00 | Reserve | \$0.00 | \$0.00 | Reserve | \$0.00 |
| \$6,213.56 | \$404.48 | \$404.48 | Total incurred | \$958.27 | \$958.27 | Total Incurred | \$2,236.02 |



ACCOUNT SUMMARY

PO BOX 20207 LOUISVILLE FIRE DEPARTMENT SERVICE AND SUPPLY, INC. Account KY 40250-0 Run Date 4/23/2018 Account No CAM Program Branch Office Branch Code 3031021633 Service Information As Of: 04/20/2018 Louisville 320 ROBERT H. CLARKSON INS. AGENCY, LLC Current Policy Period 401 W. MAIN STREET, SUITE 1500 PO BOX 70129 (A)HSYILLE KY 40202 06/27/2017 - 06/27/2018 Agency

| | Policy Premium Summary | | | | Policy Loss Summary | Summary | | |
|------------------|------------------------|-------------------|---------------------|----------------|---------------------|-----------------|------------|-------------------|
| Product Group | Policy Number | Effective Date | Number Of Claims | Paid Losses | Reserve | Net Incurred | Deductible | Gross Incurred |
| Package | 6042609989 | 06/27/2017 | 0 | | | | | |
| Package | 6042609989 | 06/27/2016 | 0 | | | | | |
| Auto | 6042609992 | 06/27/2017 | 0 | | | | | |
| Auto | 6042609992 | 06/27/2016 | | 1,347 | | 1,347 | | 1,347 |
| Umbrella | 6042610009 | 06/27/2017 | 0 | | | | | |
| Umbrella | 6042610009 | 06/27/2016 | 0 | | | | | |
| Account Totals | | | | 1,347 | | 1,347 | | 1,347 |

Robert H. Clarkson Insurance Agency, LLC

P.O. Box 70129 Louisville, KY 40270

Phone 800-338-7148

Fax 502-585-8819

April 23, 2018

Fire Department Service & Supply PO Box 20207 Louisville, KY 40250

Re: Workers Compensation Claims Experience

Please be advised that there are no workers compensation claims for the following policy periods and policy number.

Hartford Insurance Company:

6/17/2014 - 6/17/2015 - Policy #33WECJV1577 6/17/2013 - 6/17/2014 - Policy #33WECJV1577

If you have any questions please don't hesitate to contact our office.

Regards,

Debbie Moore

Commercial Lines Dept.