



This Policy is issued by the stock insurance company listed above (herein called the “Insurer”).

**THIS IS A CLAIMS MADE POLICY. PLEASE READ THIS POLICY CAREFULLY. SOME OF THE PROVISIONS CONTAINED IN THIS POLICY RESTRICT COVERAGE, SPECIFY WHAT IS AND IS NOT COVERED AND DESIGNATE RIGHTS AND DUTIES. LEGAL DEFENSE EXPENSES ARE SUBJECT TO AND WILL ERODE THE LIMITS OF LIABILITY AND ANY APPLICABLE SELF-INSURED RETENTION.**

Throughout this Policy the words “the Insurer” shall refer to the company providing this insurance. Other words and phrases that appear in quotation marks have special meanings and are defined in Section V. – Definitions.

In consideration of the payment of the Premium and in reliance upon all statements made in the Application to this Policy, including the information furnished in connection therewith, and subject to all terms, definitions, conditions, exclusions, and limitations of this Policy, the Insurer agrees to provide insurance coverage to the “insured” as described herein.

### **I. INSURING AGREEMENT**

To pay on behalf of the “insured” all “loss” incurred in excess of the “self-insured retention” which the “insured” becomes legally obligated to pay, resulting from “claims” arising from a “pollution condition(s)”.

This insurance shall only apply if:

1. The “pollution condition(s)” results from “covered operations”; and
2. The “claim” is first made against the “insured” and reported to the Insurer, in writing, during the “policy period”, or “extended reporting period”, if applicable; and
3. The “covered operations” which result in a “claim” first commence on or after the Retroactive Date, if any, shown in Item 3. of the Declarations and before the end of the “policy period”. If no Retroactive Date is shown in the Declarations, the “covered operations” must first commence during the “policy period”.

### **II. LIMITS OF LIABILITY AND SELF-INSURED RETENTION**

- A. It is expressly agreed that liability for any “loss” shall attach to the Insurer only after the “insured” shall have paid, in the applicable legal currency, the full amount of the “self-insured retention” for “loss” covered under the Policy. Under no circumstances shall the Insurer be liable to pay any amount within the “self-insured retention”.
- B. The “self-insured retention” shall apply to all “claim(s)”, “remediation cost(s)”, and “legal defense expense(s)” arising from the same, continuous, repeated or related “pollution condition”.
- C. The Aggregate Limit shown in Item 4.b. of the Declarations shall be the maximum liability of the Insurer under this Policy with respect to all “loss” during the “policy period” irrespective of the time of payment by the Insurer.
- D. Subject to Paragraph C. above, the Per Claim Limit shown in Item 4.a. of the Declarations is the most the Insurer shall pay for all “loss” arising from the same or related “pollution condition”.

### **III. DEFENSE AND SETTLEMENT**

- A. Except as otherwise specified in Section IV. of this Policy, the Insurer will have the right and the duty to defend the “insured” against a “claim” to which this insurance applies. The Insurer shall have no duty to defend the “insured” against any “claim(s)” to which this insurance does not apply. The Insurer’s duty to defend ends once the Limits of Liability are exhausted or are tendered into a court of applicable jurisdiction, or once the “insured” refuses a settlement offer as provided in Paragraph E. below.
- B. The Insurer will have the right to select legal counsel to represent the “insured” for the investigation, adjustment, and defense of any “claim(s)” covered under this Policy. Selection of legal counsel by the Insurer shall not be done without the consent of the “insured”; such consent shall not be unreasonably withheld. “Legal defense expense(s)” incurred prior to the selection of legal counsel by the Insurer will not be covered under this Policy, or credited against the “self-insured retention”.

- C. The “insured” will have the right and the duty to retain a qualified environmental consultant(s) to perform any investigation and/or remediation of any “pollution condition(s)” covered under this Policy. The “insured” must receive the written consent of the Insurer prior to the selection and retention of such consultant, except in the event of an “emergency response”. Any costs incurred prior to such consent will not be covered under this Policy or credited against the “self-insured retention”, except in the event of an “emergency response”.
- D. “Legal defense expense” reduces the Limits of Liability shown in Item 4. of the Declarations and shall be applied to the “self-insured retention”.
- E. The Insurer will present all settlement offers to the “insured”. If the Insurer recommends a settlement which is acceptable to a claimant, exceeds any applicable “self-insured retention”, is within the Limits of Liability, and does not impose any additional unreasonable burden(s) on the “insured”, and the “insured” refuses to consent to such settlement offer, then the Insurer’s duty to defend shall end. The “insured” shall defend such “claim” independently. The Insurer’s liability shall not exceed the amount for which the “claim” could have been settled had the Insurer’s recommendation been accepted, exclusive of the “self-insured retention”.

#### IV. COVERAGE TERRITORY

This Policy shall afford coverage for “claims” arising from “covered operations” performed worldwide, provided that any legal action is initiated and any “claim” is made within the United States, including its territories and possessions, Puerto Rico and Canada. This Policy shall not afford coverage for any risk which would otherwise be in violation of the laws of the United States including, but not limited to, economic or trade sanction laws or export control laws administered by the United States Government.

#### V. DEFINITIONS

- A. “Additional insured” means:
  - 1. the person(s) or entity(ies) specifically endorsed onto this Policy as an “additional insured(s)”, if any. Such “additional insured(s)” shall maintain only those rights under this Policy as are specified by endorsement; and
  - 2. all clients of the “named insured(s)”, but only when required by written contract or agreement and solely with respect to the “covered operations” performed by or on behalf of the “named insured(s)” for that client. However, such clients are covered solely with respect to “loss” arising from “covered operations” and are not covered for any “loss” arising from the clients’ own liability.
- B. “Bodily injury” means physical injury, sickness, illness, disease, mental anguish, emotional distress, or shock, sustained by any person, including death resulting therefrom.
- C. “Claim” means the assertion of a legal right, including but not limited to suits or other actions, alleging responsibility or liability on the part of the “insured” for “loss” arising out of “pollution conditions” to which this insurance applies.
- D. “Covered operations” means those operations performed by or on behalf of the “named insured(s)” specifically listed in Item 8. of the Declarations.
- E. “Emergency response” means actions taken, and reasonable “remediation costs” incurred by the “insured” to abate and/or respond to an imminent and substantial threat to human health or the environment arising from a “pollution condition” resulting from “covered operations”.
- F. “Extended reporting period” means the additional period of time in which to report a “claim(s)” first made against the “insured” subsequent to the end of the “policy period”, arising from a “pollution condition(s)” resulting from “covered operations” to which this insurance applies. Such “covered operations” must commence subsequent to any applicable Retroactive Date, and before the end of the “policy period”.
- G. “First named insured” means the person or entity as shown in Item 1. of the Declarations. The “first named insured” is the party responsible for payment of all premiums and “self-insured retention(s)”. The “first named insured” will also serve as the sole agent on behalf of all “insureds” with respect to the provision and receipt of notice(s), including notice of cancellation or non-renewal, receipt and acceptance of any endorsement(s) or any other change(s) to this Policy, return of any premium, assignment of any interest(s) under this Policy, as well as the exercise of any applicable “extended reporting period”, unless any such responsibilities are otherwise designated by endorsement.
- H. “Fungi” means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents, or byproducts produced or released by “fungi”.

- I. "Insured" means the "first named insured," any "named insured(s)," any "additional insured(s)," and any past or present director, officer, partner or employee of any "insured" while acting within the scope of his or her duties as such. "Insured" also means any "named insured" with regard to its participation in a joint venture, but solely with respect to the "named insured's" liability arising from its performance of "covered operations" under the joint venture.
- J. "Insured contract" means that part of any contract or agreement pertaining to "covered operations" whereby the "named insured(s)" assumes the liability of another party to pay for "bodily injury," "property damage" or "remediation costs" to a third party or organization.
- K. "Legal defense expense" means reasonable legal costs, charges and expenses, including expert charges, incurred by the "insured" in the investigation, adjustment, or defense of "claims" or suits.
- L. "Loss" means "bodily injury," "property damage", or "remediation costs" and related "legal defense expense".
- M. "Low level radioactive waste" means waste that is radioactive but not classified as the following: high-level waste (spent nuclear fuel or the highly radioactive waste produced if spent fuel is reprocessed), uranium milling residues, and waste with greater than specified quantities of elements heavier than uranium.
- N. "Mixed waste" means waste containing both radioactive and hazardous components as defined under United States law by the Atomic Energy Act and the Resource Conservation and Recovery Act as each may be amended.
- O. "Named insured" means the "first named insured" and any person(s) or entity(ies) specifically endorsed onto this Policy as a "named insured(s)", if any. Such "named insured(s)" shall maintain the same rights under this Policy as the "first named insured" unless otherwise specified by endorsement.
- P. "Natural resource damage" means injury to, destruction of, or loss of, including the resulting loss of value of fish, wildlife, biota, land, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et. seq.)), any state or local government, any foreign government, or any Indian Tribe, or, if such resources are subject to a trust restriction on alienation, any members of any Indian Tribe, including the reasonable costs of assessing such injury, destruction or loss resulting therefrom.
- Q. "Non-owned disposal site" means a site not owned or operated by the "insured" and in which the "insured" maintains no ownership interest, which receives or has received the "insured's" waste.
- R. "Policy period" means the period shown in Item 2. of the Declarations, or any shorter period resulting from the cancellation of this Policy.
- S. "Pollution condition" means the discharge, dispersal, release, escape, migration, or seepage of any solid, liquid, gaseous or thermal irritant, contaminant, or pollutant, including smoke, soot, vapors, fumes, acids, alkalis, chemicals, "fungi", hazardous substances, hazardous materials, or waste materials, on, in, into, or upon land and structures thereupon, the atmosphere, surface water or groundwater. For the purpose of this definition, waste materials includes, but is not limited to, "low level radioactive waste" and "mixed waste".
- T. "Property damage" means any of the following which arise from the performance of "covered operations":
  1. Physical injury to, or destruction of, tangible property owned by third parties, including all resulting loss of use of that property;
  2. Loss of use of tangible property owned by third parties, that is not physically injured or destroyed;
  3. Diminished value of property owned by third parties; and
  4. "Natural resource damages".
- U. "Remediation costs" means reasonable expenses incurred to investigate, quantify, monitor, mitigate, abate, remove, dispose, treat, neutralize, or immobilize "pollution conditions" to the extent required by applicable law. "Remediation costs" shall also include:
  1. Reasonable legal cost, where such cost has been incurred by an "insured" with the prior written consent of the Insurer; and
  2. Reasonable expenses required to restore, repair or replace real or personal property, owned by third parties, to substantially the same condition it was in prior to being damaged during the course of responding to a "pollution condition(s)".

- V. "Responsible insured" means any employee of an "insured" responsible for environmental affairs, control, or compliance of a "covered operation", and any officer, director, or partner of an "insured".
- W. "Self-insured retention" means the dollar amount shown in Item 5. of the Declarations or as otherwise designated by endorsement, if any.
- X. "Terrorism" means activities against persons, organizations or property of any nature:
1. That involve the following or preparation for the following:
    - a. Use or threat of force or violence; or
    - b. Commission or threat of a dangerous act; or
    - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
  2. When one or both of the following applies:
    - a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
    - b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
- Y. "War" means war, whether or not declared, civil war, martial law, insurrection, revolution, invasion, bombardment or any use of military force, usurped power or confiscation, nationalization or damage of property by any government, military or other authority.

## VI. EXCLUSIONS

This insurance does not apply to "loss" arising out of or related to:

### A. Asbestos

The presence or dispersal of asbestos or asbestos containing materials. This exclusion shall not apply to the following:

1. Asbestos abatement operations performed on behalf of the "named insured(s)" by a certified and insured asbestos abatement subcontractor;
2. The inadvertent disturbance of asbestos or asbestos containing materials by or on behalf of the "named insured(s)" during the course of performing "covered operations".

### B. Contractual Liability

Any liability of others assumed by the "insured" through contract or agreement. This exclusion does not apply to liability:

1. That the "insured" would have in the absence of such contract or agreement;
2. Assumed in an "insured contract", provided that the "claim(s)" or "pollution condition(s)" occurs subsequent to the execution of the contract or agreement;
3. Arising from "covered operations" performed by subcontractors of the "named insured(s)", provided such liability is assumed by the "named insured(s)" in a written contract or agreement with its indemnitee for such "covered operations" and the "claims(s)" or "pollution condition(s)" occurs subsequent to the execution of the contract or agreement.

### C. Employer's Liability

"Bodily injury" to:

1. An "insured" or an employee of its parent, subsidiary or affiliate:
  - a. Arising out of and in the course of employment by any "insured" or its parent, subsidiary or affiliate; or
  - b. Performing duties related to the conduct of the "insured's" business.
2. The spouse, child, parent, brother or sister of such "insured" or employee of its parent, subsidiary or affiliate as a consequence of Paragraph 1. above.

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 such “bodily injury”.

This exclusion does not apply to liability assumed by the “named insured(s)” under an “insured contract”.

**D. Fines and Penalties**

Payment of fines, penalties, punitive, exemplary or multiplied damages based upon or arising out of any “insured’s” knowing, willful or deliberate noncompliance with any statute, regulation, ordinance or administrative complaint. This exclusion also applies to any legal costs associated with such fines and penalties. This exclusion will not apply to coverage for punitive damages where such coverage is allowable by law.

**E. Insured’s Internal Expenses**

Expenses incurred by an “insured” for services performed by the salaried staff and any employees of the “insured”.

**F. Intentional Acts**

Any acts of the “insured” which are based upon or otherwise attributed to the “insured’s” dishonest, intentional, fraudulent, malicious, deliberate or knowingly wrongful act or non-compliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body. This exclusion shall not apply to any “insured” that did not personally acquiesce in or remain passive after having personal knowledge of one or more of the acts described above.

**G. Known Conditions**

“Pollution conditions” in existence prior to the “policy period” caused by “covered operations” performed by or on behalf of the “named insured(s)”, or arising out of any resumption, change or continuation of such “pollution conditions”, if any “responsible insured” knew or reasonably could have foreseen prior to the “policy period” that such “pollution conditions” could give rise to a “claim”.

**H. Non-Owned Disposal Sites (NODS)**

“Pollution conditions” on, at, or migrating from a “non-owned disposal site”. This exclusion shall not apply to any “non-owned disposal site” listed on the Schedule of Non-Owned Disposal Sites Endorsement, if any.

**I. Products Liability**

Any goods or products manufactured, sold, or distributed by the “insured”.

**J. Professional Liability**

The “insured’s” rendering of or failure to render professional services, including, but not limited to, recommendations, opinions, and strategies rendered for architectural, consulting, design and engineering work, such as drawings, designs, maps, reports, surveys, change orders, plan specifications, assessment work, remedy selection, site maintenance, equipment selection, and related construction management, supervisory, inspection or engineering services. This exclusion shall not apply to “pollution conditions” that arise as a result of “covered operations” performed by or on behalf of the “named insured(s)”.

**K. Vehicles**

“Pollution conditions” resulting from the use, maintenance or operation of an automobile, aircraft, watercraft or other conveyance. This exclusion shall not apply to the use of an automobile, aircraft, watercraft or other conveyance reasonably related to the “covered operations” of the “insured”, including loading and unloading, within the boundaries of the locations where “covered operations” are being performed.

**L. War or Terrorism**

“Pollution conditions” attributable, whether directly or indirectly, to any acts that involve, or that involve preparation for, “war” or “terrorism” regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

## **M. Workers' Compensation**

The Jones Act or any workers' compensation, unemployment compensation, or disability benefits law or related laws.

## **VII. REPORTING AND COOPERATION**

- A.** The "insured" must see to it that the Insurer receives written notice of any "claim" or "pollution condition", as soon as practical, at the address specified in Item **7.a.** of the Declarations. Notice should include reasonably detailed information as to:
1. The identity of the "insured", including contact information for an appropriate person to contact regarding the handling of the "claim" or "pollution condition";
  2. A description of the "covered operations";
  3. The location of the "pollution condition";
  4. The nature of the "claim" or "pollution condition"; and
  5. Any steps undertaken by the "insured" to respond to the "claim" or "pollution condition".

In the event of a "pollution condition", the "insured" must also take all reasonable measures to provide immediate verbal notice to the Insurer.

- B.** The "insured" must:
1. Immediately send the Insurer copies of any demands, notices, summonses or legal papers received in connection with any "claim";
  2. Authorize the Insurer to obtain records and other information;
  3. Cooperate with the Insurer in the investigation, settlement or defense of the "claim";
  4. Assist the Insurer, upon the Insurer's 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 Policy may also apply; and
  5. Provide the Insurer with such information and cooperation as it may reasonably require.
- C.** No "insured(s)" shall make or authorize an admission of liability or attempt to settle or otherwise dispose of any "claim" without the written consent of the Insurer. Nor shall any "insured(s)" retain any consultants or legal counsel, or incur any "legal defense expense" or "remediation costs" without the prior written consent of the Insurer, except in the event of an "emergency response".

Upon the discovery of a "pollution condition", the "insured" shall make every attempt to mitigate any "loss" and comply with applicable laws. The Insurer shall have the right, but not the duty, to mitigate such "pollution conditions" if, in the sole judgment of the Insurer, the "insured" fails to take reasonable steps to do so. In that event, any "remediation costs" incurred by the Insurer shall be deemed incurred by the "insured", and shall be subject to the "self-insured retention" and Limits of Liability listed in the Declarations.

## **VIII. EXTENDED REPORTING PERIOD**

- A.** The "first named insured" shall be entitled to a basic "extended reporting period", and may purchase an optional supplemental "extended reporting period", following cancellation, as described in Paragraph **A.1.** of Section **IX.** General Conditions, or nonrenewal.
- B.** "Extended reporting periods" shall not reinstate or increase any of the Limits of Liability. "Extended reporting periods" shall not extend the "policy period" or change the scope of coverage provided. A "claim" first made against an "insured" and reported to the Insurer within the basic "extended reporting period" or supplemental "extended reporting period", whichever is applicable, will be deemed to have been made on the last day of the "policy period".
- C.** Provided the "first named insured" has not purchased any other insurance to replace this insurance, the "first named insured" shall have a sixty (60) day basic "extended reporting period" without additional charge.

- D. The “first named insured” shall be entitled to purchase a supplemental “extended reporting period” of up to thirty-four (34) months for not more than 200% of the full policy premium shown in Item 6. of the Declarations. Such supplemental “extended reporting period” starts when the basic “extended reporting period” ends. The Insurer will issue an endorsement providing a supplemental “extended reporting period” provided that the “first named insured”:
1. Makes a written request, to the address shown in Item 7.b. of the Declarations, for such endorsement which the Insurer receives within the sixty (60) days following the expiration of the “policy period”; and
  2. Pays the additional Premium when due. If that additional Premium is paid when due, the supplemental “extended reporting period” may not be cancelled, provided that all other terms and conditions of the Policy are met.

## IX. GENERAL CONDITIONS

### A. Cancellation

1. This Policy may be cancelled only by the “first named insured”, or through the “first named insured’s” agent, by mailing to the Insurer, at the address listed in Item 7.b. of the Declarations, written notice stating when such cancellation shall be effective. In the event of cancellation by the “first named insured”, the minimum earned premium percentage indicated on the Declarations shall apply as of the date coverage is bound.
2. This Policy may be cancelled by the Insurer for the following reasons:
  - a. Non-payment of premium;
  - b. Fraud or material misrepresentation on the part of any “insured”, such as can be proven in a court of law;
  - c. Material change in the “covered operations” from the description identified in the Application to this Policy and supporting materials which results in a materially increased likelihood of “claims” or “pollution conditions”;

by mailing to the “first named insured” at the “first named insured’s” last known address, written notice stating when, not less than sixty (60) days thereafter, fifteen (15) days if cancellation is for non-payment of any unpaid portion of the premium, such cancellation shall be effective. The mailing of notice shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall be the end of the “policy period”.

### B. Inspection and Audit

To the extent of the “insured’s” ability to provide such access, and with reasonable notice to the “insured”, the Insurer shall be permitted, but not obligated, to inspect the “insured’s” property and/or operations. Neither the Insurer’s right to make inspections, the making of said inspections, nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the “insured” or others, to determine or warrant that such property or operations are safe or in compliance with applicable laws.

The Insurer may examine and audit the “insured’s” books and records during this “policy period” and extensions thereof and within three (3) years after the final termination of this Policy.

### C. Legal Action Against the Insurer

No person or organization, other than an “insured”, has a right under this Policy:

1. To join the Insurer as a party or otherwise bring the Insurer into a suit against any “insured”; or
2. To sue the Insurer in connection with this insurance unless all of the Policy terms have been fully complied with.

A person or organization may sue the Insurer to recover after an agreed settlement or on a final judgment against an “insured”. However, the Insurer will not be liable for amounts that are not payable under the terms of this Policy or that are in excess of the applicable Limit of Liability. An agreed settlement means a settlement and release of liability signed by the Insurer, the “insured” and the claimant or the claimant’s legal representative.

### D. Bankruptcy

Bankruptcy or insolvency of the “insured” or of the “insured’s” estate shall not relieve the Insurer of any of its obligations hereunder.

#### **E. Subrogation**

In the event of any payment under this Policy by the Insurer, the Insurer shall be subrogated to all of the “insured’s” rights of recovery against any person or organization, and the “insured(s)” shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The “insured(s)” shall do nothing to prejudice such rights. Any recovery as a result of subrogation proceedings arising under this Policy shall accrue first to the “insured(s)” to the extent of any payments in excess of the limit of coverage; then to the Insurer to the extent of its payment under the Policy; and then to the “insured(s)” to the extent of the “self-insured retention.” Expenses incurred in such subrogation proceedings shall be apportioned among the interested parties in the recovery in the proportion that each interested party’s share in the recovery bears to the total recovery.

#### **F. Representations**

By accepting this Policy, the “first named insured” agrees that:

1. The statements in the Declarations, Schedules, and Application for this Policy are accurate and complete;
2. Those statements are based upon representations the “first named insured” made to the Insurer; and
3. This Policy has been issued in reliance upon the “first named insured’s” representations.

#### **G. Separation of Insureds**

Except with respect to the Limits of Liability, Cancellation Conditions **2.a.** and **2.b.**, and any obligations specifically assigned to the “first named insured”, this Policy applies:

1. As if each “insured” were the only “insured”;
2. Separately to each “insured” against whom a “claim” is made.

#### **H. Other Insurance**

If other valid and collectible insurance is available to the “insured(s)” covering a “loss” also covered by this Policy, other than a policy that is specifically written to apply in excess of this Policy, the insurance afforded by this Policy shall apply in excess of and shall not contribute with such other insurance.

#### **I. Jurisdiction and Venue**

It is agreed that in the event of the failure of the Insurer to pay any amount claimed to be due hereunder, the Insurer and the “insured” will submit to the jurisdiction of the State of New York and will comply with all requirements necessary to give such court jurisdiction. Nothing in this clause constitutes or should be understood to constitute a waiver of the Insurer’s right to remove an action to a United States District Court.

#### **J. Choice of Law**

All matters arising hereunder including questions relating to the validity, interpretation, performance, and enforcement of this Policy shall be determined in accordance with the law and practices of the State of New York.

#### **K. Changes and Assignment**

Notice to or knowledge possessed by any person shall not effect waiver or change in any part of this Policy or stop the Insurer from asserting any right under the terms of this Policy. The terms, definitions, conditions, exclusions and limitations of this Policy shall not be waived or changed, and no assignment of any interest under this Policy shall bind the Insurer, except as provided by endorsement and attached to this Policy.

#### **L. Headings**

The descriptions in the headings and sub-headings of this Policy are inserted solely for convenience and do not constitute any part of the terms or conditions hereof.

#### **M. Consent**

Where the consent of the Insurer, or an “insured”, is required under this Policy, such consent shall not be unreasonably withheld, delayed, conditioned, or denied.