



CONSTEC-01

LBROWN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/15/2025

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).

<b>PRODUCER</b> FBinsure, LLC 128 Dean Street Taunton, MA 02780	<b>CONTACT NAME:</b> Loretta Brown	
	<b>PHONE (A/C, No, Ext):</b> (508) 824-8666 1087	<b>FAX (A/C, No):</b> (508) 880-0142
	<b>E-MAIL ADDRESS:</b> loretta@fbinsure.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A : Chubb National Insurance Company</b>	<b>10052</b>
<b>INSURED</b>  Constant Technologies Inc 125 Steamboat Ave North Kingstown, RI 02852	<b>INSURER B : Federal Insurance Company</b>	<b>20281</b>
	<b>INSURER C : Lloyds</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>	<b>X</b>		<b>D02229213</b>	<b>4/13/2025</b>	<b>4/13/2026</b>	<b>EACH OCCURRENCE</b> \$ <b>1,000,000</b>	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						<b>DAMAGE TO RENTED PREMISES (Ea occurrence)</b> \$ <b>1,000,000</b>	
	<input checked="" type="checkbox"/> <b>Contractual Liab</b>						<b>MED EXP (Any one person)</b> \$ <b>10,000</b>	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						<b>PERSONAL &amp; ADV INJURY</b> \$ <b>1,000,000</b>	
	OTHER:						<b>GENERAL AGGREGATE</b> \$ <b>2,000,000</b>	
							<b>PRODUCTS - COMP/OP AGG</b> \$ <b>2,000,000</b>	
							\$	
<b>B</b>	<b>AUTOMOBILE LIABILITY</b>	<b>X</b>		<b>73641198</b>	<b>4/13/2025</b>	<b>4/13/2026</b>	<b>COMBINED SINGLE LIMIT (Ea accident)</b> \$ <b>1,000,000</b>	
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						<input type="checkbox"/> SCHEDULED AUTOS	<b>BODILY INJURY (Per person)</b> \$
	<input type="checkbox"/> HIRED AUTOS ONLY						<input type="checkbox"/> NON-OWNED AUTOS ONLY	<b>BODILY INJURY (Per accident)</b> \$
								<b>PROPERTY DAMAGE (Per accident)</b> \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR						<b>Hired PD - ACV</b> \$	
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						<b>EACH OCCURRENCE</b> \$	
	<b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b>						<b>AGGREGATE</b> \$	
							\$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input type="checkbox"/> N / A						<b>E.L. EACH ACCIDENT</b> \$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						<b>E.L. DISEASE - EA EMPLOYEE</b> \$	
							<b>E.L. DISEASE - POLICY LIMIT</b> \$	
<b>C</b>	<b>Cyber Security Liab</b>			<b>ESN0140285864</b>	<b>3/19/2025</b>	<b>3/19/2026</b>	<b>See "Add'l Remarks"</b>	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Professional Liability is included under the Cyber Liability policy.

Washoe County, its officers, agents, employees, and volunteers are Additional Insureds on a primary and non-contributory basis regarding General Liability (including ongoing and completed operations) and Automobile Liability when required by written contract. GL Form CBCG040001 3/20 (Bikt AI ongoing and completed ops, P&NC), and CA Forms 16-02-0292 11/16 (Bikt AI) and 16-02-0316 10/14 (Bikt P&NC) are attached.

## CERTIFICATE HOLDER

## CANCELLATION

<b>Washoe County</b> 1001 E Ninth St Bldg D Reno, NV 89512	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>
	<b>AUTHORIZED REPRESENTATIVE</b> <i>Loretta L. Brown</i>



## ADDITIONAL REMARKS SCHEDULE

AGENCY <b>FBinsure, LLC</b>		NAMED INSURED Constant Technologies Inc 125 Steamboat Ave North Kingstown, RI 02852	
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

## Additional Coverage Information

## CYBER LIABILITY-TECHNOLOGY SERVICES

- Carrier: Lloyds and Other Insurers
- Policy #: ESN0140285864
- Effective: 3/19/25 to 3/19/26

## Includes:

INSURING CLAUSE 1: PROFESSIONAL LIABILITY (Claims Made Form with 1/1/82 Retro Date)

## ALL SECTIONS COMBINED

Aggregate limit of liability: \$5,000,000 in the aggregate

## SECTION A: PRODUCTS AND SERVICES LIABILITY

Limit of liability: \$5,000,000 each and every claim including costs and expenses

Deductible: \$25,000 each and every claim

## SECTION B: BREACH OF CONTRACT

Limit of liability: \$5,000,000 each and every claim including costs and expenses

Deductible: \$25,000 each and every claim

## SECTION C: SUB-CONTRACTOR VICARIOUS LIABILITY

Limit of liability: \$5,000,000 each and every claim including costs and expenses

Deductible: \$25,000 each and every claim

## SECTION D: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT AND DEFAMATION

Limit of liability: \$5,000,000 each and every claim including costs and expenses

Deductible: \$25,000 each and every claim

## SECTION E: REGULATORY COSTS AND FINES

Limit of liability: \$5,000,000 each and every claim including costs and expenses

Deductible: \$25,000 each and every claim

## SECTION F: DISHONESTY OF EMPLOYEES

Limit of liability: \$5,000,000 each and every claim including costs and expenses

Deductible: \$25,000 each and every claim

## SECTION G: PAYMENT OF WITHHELD FEES

Limit of liability: \$5,000,000 each and every claim including costs and expenses

Deductible: \$25,000 each and every claim

## INSURING CLAUSE 2: NETWORK SECURITY &amp; PRIVACY LIABILITY

## ALL SECTIONS COMBINED

Aggregate Limit of Liability: \$5,000,000 in the aggregate

## SECTION A: NETWORK SECURITY LIABILITY

Limit of liability: \$5,000,000 each and every claim including costs and expenses

Deductible: \$25,000 each and every claim

## SECTION B: PRIVACY LIABILITY

Limit of liability: \$5,000,000 each and every claim including costs and expenses

Deductible: \$25,000 each and every claim

## SECTION C: MANAGEMENT LIABILITY

Limit of liability: \$5,000,000 each and every claim including costs and expenses

Deductible: \$25,000 each and every claim

## SECTION D: REGULATORY INVESTIGATION COSTS

Limit of liability: \$5,000,000 each and every claim including costs and expenses

Deductible: \$25,000 each and every claim

## SECTION E: PCI FINES, PENALTIES AND ASSESSMENTS

Limit of liability: \$5,000,000 each and every claim including costs and expenses

Deductible: \$25,000 each and every claim



## ADDITIONAL REMARKS SCHEDULE

AGENCY <b>FBinsure, LLC</b>		NAMED INSURED Constant Technologies Inc 125 Steamboat Ave North Kingstown, RI 02852	
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

## INSURING CLAUSE 3: CYBER INCIDENT RESPONSE

## ALL SECTIONS COMBINED

Aggregate Limit of Liability: \$5,000,000 in the aggregate

## SECTION A: INCIDENT RESPONSE COSTS

Limit of liability: \$5,000,000 each and every claim including costs and expenses

Deductible: \$25,000 each and every claim

## SECTION B: LEGAL AND REGULATORY COSTS

Limit of liability: \$5,000,000 each and every claim including costs and expenses

Deductible: \$25,000 each and every claim

## SECTION C: IT SECURITY AND FORENSIC COSTS

Limit of liability: \$5,000,000 each and every claim including costs and expenses

Deductible: \$25,000 each and every claim

## SECTION D: CRISIS COMMUNICATION COSTS

Limit of liability: \$5,000,000 each and every claim including costs and expenses

Deductible: \$25,000 each and every claim

## SECTION E: PRIVACY BREACH MANAGEMENT COSTS

Limit of liability: \$5,000,000 each and every claim including costs and expenses

Deductible: \$25,000 each and every claim

## SECTION F: THIRD PARTY PRIVACY BREACH MANAGEMENT COSTS

Limit of liability: \$5,000,000 each and every claim including costs and expenses

Deductible: \$25,000 each and every claim

## SECTION G: POST BREACH REMEDIATION COSTS

Limit of liability: \$50,000 each and every claim including costs and expenses

Deductible: \$25,000 each and every claim

## INSURING CLAUSE 4: CYBER CRIME

## SECTION A: ELECTRONIC THEFT OF YOUR FINANCIAL ASSETS

Limit of liability: \$250,000 each and every claim including costs and expenses

Deductible: \$25,000 each and every claim

## SECTION B: ELECTRONIC THEFT OF THIRD PARTY FUNDS HELD IN ESCROW

Limit of liability: \$250,000 each and every claim including costs and expenses

Deductible: \$25,000 each and every claim

## SECTION C: THEFT OF PERSONAL FINANCIAL ASSETS

Limit of liability: \$250,000 each and every claim including costs and expenses

Deductible: \$25,000 each and every claim

## SECTION D: EXTORTION

Limit of liability: \$5,000,000 each and every claim including costs and expenses

Deductible: \$25,000 each and every claim

## SECTION E: TELEPHONE HACKING

Limit of liability: \$250,000 each and every claim including costs and expenses

Deductible: \$25,000 each and every claim

## SECTION F: PUSH PAYMENT FRAUD

Limit of liability: \$50,000 each and every claim including costs and expenses

Deductible: \$25,000 each and every claim

## SECTION G: UNAUTHORIZED USE OF COMPUTER RESOURCES

Limit of liability: \$250,000 each and every claim, including costs and expenses

Deductible: \$25,000 each and every claim

## INSURING CLAUSE 5: SYSTEM DAMAGE AND BUSINESS INTERRUPTION



## ADDITIONAL REMARKS SCHEDULE

AGENCY <b>FBinsure, LLC</b>		NAMED INSURED <b>Constant Technologies Inc</b> 125 Steamboat Ave North Kingstown, RI 02852	
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

## ALL SECTIONS COMBINED

Aggregate limit of liability: \$5,000,000 in the aggregate

## SECTION A: SYSTEM DAMAGE AND RECTIFICATION COSTS

Limit of liability: \$5,000,000 each and every claim, including costs and expenses

Deductible: \$25,000 each and every claim

## SECTION B: INCOME LOSS AND EXTRA EXPENSE

Limit of liability: \$5,000,000 each and every claim including costs and expenses

Deductible: \$25,000 each and every claim

## SECTION C: ADDITIONAL EXTRA EXPENSE

Limit of liability: \$50,000 each and every claim including costs and expenses

Deductible: \$25,000 each and every claim

## SECTION D: DEPENDENT BUSINESS INTERRUPTION

Limit of liability: \$5,000,000 each and every claim including costs and expenses

Deductible: \$25,000 each and every claim

## SECTION E: CONSEQUENTIAL REPUTATIONAL HARM

Limit of liability: \$5,000,000 each and every claim including costs and expenses

Deductible: \$25,000 each and every claim

## SECTION F: CLAIM PREPARATION COSTS

Limit of liability: \$25,000 each and every claim, including costs and expenses

Deductible: \$0 each and every claim

## SECTION G: HARDWARE REPLACEMENT COSTS

Limit of liability: \$5,000,000 each and every claim, including costs and expenses

Deductible: \$25,000 each and every claim

## INSURING CLAUSE 6: COMMERCIAL GENERAL LIABILITY

NO COVERAGE GIVEN

## INSURING CLAUSE 7: LOSS MITIGATION

Limit of liability: \$5,000,000 each and every claim

Deductible: \$25,000 each and every claim

## INSURING CLAUSE 8: REPUTATION AND BRAND PROTECTION

Aggregate limit of liability: \$100,000 in the aggregate

Deductible: \$0 each and every claim

## INSURING CLAUSE 9: COURT ATTENDANCE COSTS

Aggregate limit of liability: \$100,000 in the aggregate

Deductible: \$0 each and every claim



## COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

Named Insured CONSTANT TECHNOLOGIES, INC.		
Policy Number D02229213	Policy Period 04-13-2025 to 04-13-2026	Effective Date of Endorsement 04-13-2025
Name of Company CHUBB NATIONAL INSURANCE COMPANY		

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

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

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

If any other endorsement attached to this policy amends any provision also amended by this enhancement endorsement, then that other endorsement controls with respect to such provision, and the changes made by this enhancement endorsement with respect to such provision do not apply.

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**A. Expected Or Intended Injury – Exception For Property Damage Caused By Reasonable Use Of Force**

**Exclusion a. under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is deleted and replaced by the following:**

**a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured, even if the actual "bodily injury" or "property damage" is of a different degree or type than intended or expected. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**B. Non-Owned Watercraft Under 55 Feet**

Paragraph (2) of Exclusion g. under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is deleted and replaced by the following:

This exclusion does not apply to:

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

- (a) Less than 55 feet long; and
- (b) Not being used to carry persons or property for a charge;

**C. Non-Owned Aircraft Exception**

Exclusion g. under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is amended to include the following exception:

This exclusion does not apply to:

(6) An aircraft you do not own provided:

- (a) 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;
- (b) It is rented with a trained, paid crew; and
- (c) It does not transport persons or cargo for a charge.

**D. Damage To Property – Exception For Equipment Loaned Or Rented To The Insured**

Exclusion j. under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is amended to include the following exception:

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to equipment rented or loaned to the insured, provided such equipment is not being used to perform any operations at a construction job site.

**E. Electronic Data – Exception For Physical Injury To Tangible Property**

Exclusion p. under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is deleted and replaced by the following:

**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:

- (1) "Bodily injury"; or
- (2) Physical injury to tangible property.

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.

**F. Pollution – Exception For Damage To Rented Premises Caused By Hostile Fire**

Exclusion f. under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is amended to include the following exception:

This exclusion does not apply to "property damage" to premises while rented to you or temporarily occupied by you with the permission of the owner and caused by a "hostile fire", explosion, smoke or leakage from fire protection equipment.

**G. Personal And Advertising Injury Coverage – Contractual Liability Exception For Insured Contracts**

Exclusion e. under Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability** is deleted and replaced by the following:

**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:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a written contract or agreement that is an "insured contract" provided the "personal and advertising injury" is caused by an offense first committed after the execution of the contract or agreement.

**H. Medical Expenses Coverage – Three Years To Report Expenses**

Subparagraph 1.a.(b) under **Section I – Coverage C – Medical Payments** is deleted and replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident; and

**I. Supplementary Payments – Increased Limits**

Paragraph 1. under **Section I – Supplementary Payments – Coverages A And B** is deleted and replaced by the following:

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. The cost of:
  - (1) Bail bonds; or
  - (2) Bonds required to:
    - (a) Appeal judgments; or
    - (b) Release attachments;

but only for bond amounts within the available limit of insurance. We do not have to furnish these bonds.

- c. 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 \$1,000 a day because of time off from work.
- d. All court costs taxed against the insured in the "suit".
- e. 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.
- f. 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.

**J. Who Is An Insured – Subsidiaries Or Newly Acquired Or Formed Organizations – Including New And Existing Subsidiaries, Partnerships, Joint Ventures, Limited Liability Companies**

Paragraph 2. under **Section II – Who Is An Insured** is deleted and replaced by the following:

2. If there is no other insurance available, each of the following is also a Named Insured:

- a. A subsidiary organization of the first Named Insured shown in the Declarations of which, at the beginning of the policy period and at the time of loss, the first Named Insured controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such

organization; or

- b. A subsidiary organization of the first Named Insured shown in the Declarations that the first Named Insured acquires or forms during the policy period, if at the time of loss the first Named Insured controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organization.

**K. Who Is An Insured – Employees Including Incidental Healthcare Professional Services**

Paragraph 3.a. under **Section II – Who Is An Insured** is deleted and replaced by the following:

**3.** Each of the following is also an insured:

- a. Your "employees" but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no "employee" is an insured for:
  - (1) "Bodily injury" or "personal and advertising injury":
    - (a) To you, to any of your directors, managers, members, "executive officers" or partners (whether or not an "employee") or to any co-"employee" while such injured person is either in the course of his or her employment or while performing duties related to the conduct of your business;
    - (b) To the brother, child, parent, sister or spouse of such injured person as a consequence of any injury described in Paragraph (1)(a) above; or
    - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of any injury described in Paragraph (1)(a) or (b) above.



With respect to “bodily injury” only, the limitations described in Paragraph 3.a.(1) above do not apply to:

- (i) You or to your directors, managers, members, “executive officers”, partners or supervisors as insureds;
  - (ii) Your “employees” as insureds, with respect to such damages caused by cardiopulmonary resuscitation or first aid services administered by such an “employee”; or
  - (iii) Your “employees” who are nurses, emergency medical technicians, or paramedics as insureds, with respect to such damages that are caused by providing or failing to provide professional healthcare services, but only if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.
- (2) "Property damage" to any property owned, occupied or used by you or by any of your directors, managers, members, “executive officers” or partners (whether or not an “employee”) or by any of your “employees”. This limitation does not apply to “property damage” to premises while rented to you or temporarily occupied by you with the permission of the owner.

#### **L. Additional Insureds**

Paragraph 3. under **Section II – Who Is An Insured** is amended by including the following:

##### **Controlling Interest**

Any person or organization that has financial control of you or owns, maintains or controls premises while you lease or occupy such premises, but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

However, no such person or organization is an insured with respect to structural alterations, new construction or demolition operations performed by or for that person or organization.

##### **Lessors Of Leased Equipment**

Any person or organization from whom you lease equipment, but only with respect to the maintenance or use by you of such equipment, and only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this Coverage Part. However, no such person or organization is an insured with respect to an “occurrence” that takes place, or an offense that is committed, after the equipment lease ends.

##### **Managers Or Lessors Of Premises**

Any person or organization from whom you lease premises, but only with respect to the ownership, maintenance or use of that particular part of such premises leased to you and only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this Coverage Part. However, no such person or organization is an insured with respect to:

- (1) An “occurrence” that takes place, or an offense that is committed, after you cease to be a tenant in such premises; or
- (2) Any structural alteration, new construction or demolition operations performed by or on behalf of them.

##### **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 your ownership, maintenance or use of a premises by you. However, no such person or organization is an insured with respect to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

##### **Other Persons Or Organizations Pursuant To A Contract Or Agreement**

Any person or organization that you are obligated pursuant to a contract or agreement to provide with such insurance as is afforded by this policy are insureds.

However, the person or organization is an insured only:

- (1) To the extent such contract or agreement requires the person or organization to be afforded status as an insured;
- (2) For activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- (3) With respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an insured:

- (1) That is more specifically identified under any other provision of **Section II – Who Is an Insured** (regardless of any limitation applicable thereto).
- (2) With respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

#### **Trade Show Event Lessor**

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are 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:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations at the trade show event premises during the trade show event.

However, no such person or organization is an insured with respect to "bodily injury" or "property damage" included within the "products-completed operations hazard".

#### **Vendors**

Any person or organization who is a vendor of "your products", but only with respect to liability for "bodily injury" or "property damage" resulting from the distribution or sale of "your product" in the regular course of their business. However, no such person or organization is an insured with respect to any:

- (1) Assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages for "bodily injury" or "property damage" that such person or organization would have in the absence of such contract or agreement;
- (2) Representation or warranty unauthorized by you;
- (3) Physical or chemical change in "your product" made intentionally by the vendor;
- (4) 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;
- (5) Failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your product";
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your product"; or
- (7) Of "your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, ingredient or part of any other thing or substance by or for the vendor.

Further, no person or organization is an insured from whom you have acquired "your product", or any ingredient, part or container entering into, accompanying or containing "your product".

#### **Limitations Applicable To Additional Insureds**

With respect any person or organization that qualifies as an additional insured under paragraph **L.** above, the following limitations apply to such insured:

- (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.

**Limits Of Insurance Applicable to Additional Insureds**

With respect any person or organization that qualifies as an additional insured under paragraph **L.** above, 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;

whichever is less.

However, the above paragraph shall not increase the applicable limits of insurance.

**M. Medical Expense Limit – \$15,000**

Paragraph 7. under **Section III – Limits Of Insurance** is amended by including the following:

The Medical Expense Limit is the greater of:

- a. \$15,000; or
- b. The amount shown in the Declarations for the Medical Expense Limit.

**N. Knowledge/Notice Of Occurrence**

Paragraph 2. under **Section IV – Commercial General Liability Conditions** is amended to include the following:

- f. Knowledge of an “occurrence” or offense by an agent or “employee” of the insured will not constitute knowledge by the insured, unless an “executive officer” (whether or not an “employee”) of any insured or an “executive officer’s” designee knows about such “occurrence” or offense.
- g. Failure of an agent or “employee” of the insured, other than an “executive officer” (whether or not an “employee”) of any insured or an “executive officer’s” designee, to notify us of an “occurrence” or offense that such person knows about will not affect the insurance afforded to you.
- h. If a claim or loss does not reasonably appear to involve this insurance, but it later develops into a claim or loss to which this insurance applies, the failure to report it to us will not violate this condition, provided the insured gives us immediate notice as soon as the insured is aware that this insurance may apply to such loss or claim.

**O. Primary And Non-Contributory**

Subparagraph 4.a. under **Section IV – Commercial General Liability Conditions** is amended to include the following:

However, if you are obligated to a written contract or agreement to provide a person or organization that is included in **Section II – Who Is an Insured** with primary insurance such as is afforded by this policy, then this insurance is primary and we will not seek contribution from insurance available to such person or organization.

**P. Unintentional Failure To Disclose Hazards**

Paragraph 6. under **Section IV – Commercial General Liability Conditions** is amended to include the following:

Unintentional failure of an “employee” of the insured to disclose a hazard or other material information will not violate this condition, unless an “executive officer” (whether or not an “employee”) of any insured knows about such hazard or other material information.

**Q. Waiver Of Subrogation Required By Contract**

Paragraph 8. under **Section IV – Commercial General Liability Conditions** is deleted and replaced by the

following:

**8. Waiver Of Subrogation Required By Contract**

We will waive the rights of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the insured has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the insured's rights to recover all or part of any payment made under this Coverage Part have not been waived, 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. This paragraph does not apply to Coverage C.

**R. In Rem**

The following is added to **Section IV – Commercial General Liability Conditions**:

Any "suit" brought as an action In Rem against any watercraft owned or operated by or for the insured shall in all respects be treated in the same manner as though such "suit" were brought against the insured.

**S. Coverage Territory – Limited Worldwide**

Paragraph 4. under **Section V – Definitions** is deleted and replaced by the following:

**4. "Coverage territory" means all parts of the world.**

However, "coverage territory" does not include any:

- a.** "Bodily injury" or "property damage" that takes place or any offense committed outside of the United States of America (including its possessions and territories), Canada and Puerto Rico, unless the insured's responsibility to pay damages is determined by a "suit" on the merits that is brought in the United States of America (including its possessions and territories), Canada or Puerto Rico; or
- b.** Injury or damage in connection with any "suit" brought outside the United States of America (including its possessions and territories), Canada and Puerto Rico.

**T. Insured Contract Amended – Railroad Limitations Removed**

Paragraph 9. under **Section V – Definitions** is deleted and replaced by the following:

**9. "Insured contract" means:**

- a.** A lease of premises;
- b.** A sidetrack agreement;
- c.** An easement or license agreement;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement; or
- f.** Any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for such municipality) in which you assume the tort liability of another person or organization to pay damages, to which this insurance applies, sustained by a third person or organization.

"Insured contract" does not include that part of any contract or agreement that indemnifies an architect, engineer or surveyor for damages arising out of:

- (1)** Preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or
- (2)** Giving directions or instructions, or failing to give them.

All Other Terms And Conditions Remain Unchanged.



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Authorized Representative

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

## **COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

This endorsement modifies the Business Auto Coverage Form.

#### **1. EXTENDED CANCELLATION CONDITION**

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

#### **2. BROAD FORM INSURED**

##### **A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds**

The Named Insured shown in the Declarations is amended to include:

- 1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- 2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is an "insured" under any other automobile policy;
  - (b) That has exhausted its Limit of Insurance under any other policy; or
  - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### **B. Employees as Insureds**

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

#### **C. Lessors as Insureds**

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor; and
  - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
    - 1. You;
    - 2. Any of your "employees" or agents; or
    - 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

#### **D. Persons And Organizations As Insureds Under A Written Insured Contract**

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
  - (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
    - (a) You executed the "insured contract" or written agreement; or
    - (b) The permit has been issued to you.
3. **FELLOW EMPLOYEE COVERAGE**  
EXCLUSION B.5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply.
4. **PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**  
Paragraph A.4.a. - TRANSPORTATION EXPENSES - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.
5. **AUTO LOAN/LEASE GAP COVERAGE**  
Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:
  - c. **Unpaid Loan or Lease Amounts**  
In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:
    1. The amount paid under the Physical Damage Coverage Section of the policy; and
    2. Any:
      - a. Overdue loan/lease payments at the time of the "loss";
      - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
      - c. Security deposits not returned by the lessor;
      - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
      - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

    1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
    2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
    3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
  6. **RENTAL AGENCY EXPENSE**  
Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. **Rental Expense**

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
  2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
  3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
  4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.
7. **EXTRA EXPENSE - BROADENED COVERAGE**  
Paragraph A.4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:
- e. **Recovery Expense**  
We will pay for the expense of returning a stolen covered "auto" to you.
8. **AIRBAG COVERAGE**  
Paragraph B.3.a. - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.
9. **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE**  
Paragraph C.1.b. - LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:
- b. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
    - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
    - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
    - (3) An integral part of such equipment.

10. **GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**11. TWO OR MORE DEDUCTIBLES**

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same “accident”, the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of “accident”, claim, “suit” or “loss”, you must promptly notify us when the “accident” is known to:
  - (1) You or your authorized representative, if you are an individual;
  - (2) A partner, or any authorized representative, if you are a partnership;
  - (3) A member, if you are a limited liability company; or
  - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an “accident”, claim, “suit” or “loss” by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the “accident” or “loss” occurred;
- (2) The “insured’s” name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

**13. WAIVER OF SUBROGATION**

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for “loss” to which this insurance applies, provided the “insured” has waived

their rights of recovery against such person or organization under a contract or agreement that is entered into before such “loss”.

To the extent that the “insured’s” rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after “accident” or “loss” to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

**14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

**15. AUTOS RENTED BY EMPLOYEES**

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any “auto” hired or rented by your “employee” on your behalf and at your direction will be considered an “auto” you hire. If an “employee’s” personal insurance also applies on an excess basis to a covered “auto” hired or rented by your “employee” on your behalf and at your direction, this insurance will be primary to the “employee’s” personal insurance.

**16. HIRED AUTO – COVERAGE TERRITORY**

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (5) A covered “auto” of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

**17. RESULTANT MENTAL ANGUISH COVERAGE**

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the “bodily injury” sustained by that person.



POLICY NUMBER: 7364-11-98

COMMERCIAL AUTO  
16-02-0316 Ed. 10 14

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

## **PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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.

**Named Insured:** CONSTANT TECHNOLOGIES, INC.

**Endorsement Effective Date:** 04/13/2025

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO A CONTRACT OR AGREEMENT BETWEEN YOU AND SUCH PERSON OR ORGANIZATION, TO PROVIDE PRIMARY AND NON-CONTRIBUTORY INSURANCE.

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

The following is added to Item 5, – “**Other Insurance**” of Item B. – “**General Conditions**” under Section IV – “**Business Auto Conditions**”:

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an “insured” of a covered “auto” for which an “insured” is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.