



05/25/2022

8 ARRO 8651691 14 OK  
THE ARROW GROUP  
2720 N HEMLOCK CT STE A  
BROKEN ARROW, OK 74012-1194

BASS PRO-CITY  
OF BROKEN ARROW  
PO BOX 610  
BROKEN ARROW, OK 74013-0610

Dear Policyholder:

Thank you for your business! Enclosed you will find information regarding your policy. This is not a bill. Your billing will be handled separate by your agent. If you have questions regarding the information provided, please contact your agent at (918)258-6681

Central Insurance Companies embrace a culture based on our core values of integrity, relationships and excellence. These values define who we are and what we do, as individuals and as a company. We take pride in partnering with agents who support these same values.

We appreciate the opportunity to provide your insurance needs.



CENTRAL INSURANCE COMPANIES



## **OKLAHOMA FRAUD NOTICE**

**WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.



*Fulfilling the Promise Since 1876*

20-1956 11 94

## **IMPORTANT INFORMATION ABOUT YOUR POLICY RENEWAL**

Thank you -- for allowing us to renew your policy. We appreciate your business.

Please keep your existing policy forms. Be sure to review the enclosed renewal information carefully. To help control expenses, the only forms attached to this renewal are those forms which have been added or revised.

If you have any questions about your policy, or this renewal, please don't hesitate to check with your agent.



## NOTICE TO POLICYHOLDERS

### **DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT**

**This notification is attached to and made part of your policy in response to the disclosure requirements of the Terrorism Risk Insurance Act. This notification does not grant any coverage or change the terms and conditions of any coverage under the policy.**

#### **A. Disclosure of Premium**

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the policy Declarations.

#### **B. Disclosure of Federal Participation In Payment Of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage of that portion of the amount of such insured losses that exceeds the applicable insurer retention.

Federal share of terrorism losses:

85% for calendar year 2015  
84% for calendar year 2016  
83% for calendar year 2017  
82% for calendar year 2018  
81% for calendar year 2019  
80% for calendar year 2020

However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

#### **C. Cap on Insurer Participation In Payment Of Terrorism Losses**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

#### **D. Definition of Terrorism**

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of "act of terrorism" has changed. As defined in Section 102(1) of the Act, the term "act of terrorism" means:

- Any act or acts that are certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security, and the Attorney General of the United States – to be an act of terrorism;
- To be a violent act or an act that is dangerous to human life, property, or infrastructure;

- To have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission;
- And to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events.



## **NOTICE TO POLICYHOLDERS REGARDING NUCLEAR, BIOLOGICAL, CHEMICAL, OR RADIOLOGICAL EXCLUSION**

Coverage for some acts of terrorism is included in your policy, as defined in Section 102(1) of the Terrorism Risk Insurance Acts. An act of terrorism could involve Nuclear (including radiation or radioactive contamination) or pathogenic or poisonous Biological or Chemical materials. An example of this would be the release of anthrax spores.

Your previous policy included a Nuclear exclusion (a mandatory form attached to all policies) and Pollution exclusions (mandatory coverage language) to exclude terrorism loss that was caused by nuclear, chemical or radiological means. There may have been a question of whether a biological event would be considered a pollutant and therefore excluded by the pollution exclusion.

Due to our reinsurance contracts containing an NBCR (Nuclear, Biological, Chemical, or Radiological) exclusion, your renewal policy now contains an NBCR exclusion, which makes it clear we will not cover any acts involving nuclear, biological, chemical or radiological terrorism.

Although we have chosen to exclude NBCR, we are still providing you with terrorism coverage for other acts.

## **ADVISORY NOTICE TO POLICYHOLDERS**

### **ISO GENERAL LIABILITY MULTISTATE ENDORSEMENT REVISION**

This Notice does not form part of your policy. No coverage is provided by this Notice nor can it be construed to replace any provision of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is any conflict between the Policy and this Notice, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

Carefully read your policy, including the endorsements attached to your policy.

This Notice provides a list of new and revised endorsements, which may apply to your renewal policy being issued by us:

#### **ENDORSEMENTS WITH EITHER BROADENINGS OR REDUCTIONS IN COVERAGE**

**CG 04 71** Electronic Data Liability – Limited Bodily Injury Exception Not Included

**CG 04 72** Electronic Data Liability Coverage (Coverage A) With Access Or Disclosure Of Confidential Or Personal Information Exclusion (Coverage B)

**CG 20 17** Additional Insured – Unit-owners Of Townhouse Or Homeowner Associations

**CG 21 54** Exclusion – Designated Operations Covered By A Controlled (Wrap-up) Insurance Program

**CG 22 36** Exclusion – Limited Products And Professional Services – Pharmacists

**CG 22 69** Pharmacists

**CG 40 09** Amendment Of Liquor Liability Exclusion – Limited Exception For Bring Your Own Alcohol

#### **ENDORSEMENTS THAT ONLY REFLECT A BROADENING IN COVERAGE**

**CG 20 39** Additional Insured – Owners, Lessees Or Contractors – Automatic Status When Required In Written Construction Agreement With You (Completed Operations)

**CG 20 40** Additional Insured – Owners, Lessees Or Contractors – Automatic Status For Other Parties When Required In Written Construction Agreement (Completed Operations)

**CG 20 41** Additional Insured – Owners, Lessees Or Contractors – Completed Operations Subject To The General Aggregate

**CG 20 42** Additional Insured – Automatic Status For Designated Operations

**CG 20 43** Additional Insured – Automatic Status When Required In Written Contract Or Agreement

**CG 20 44** Additional Insured – Vendors – Automatic Status When Required In Agreement

**CG 24 54** Automatic Insured Status For Newly Acquired Or Formed Limited Liability Companies



**CG 25 45** Designated Project(s) Products-Completed Operations Aggregate Limit

**CG 25 46** Designated Location(s) Products-Completed Operations Aggregate Limit

## **ENDORSEMENTS THAT ONLY REFLECT A REDUCTION IN COVERAGE**

**CG 20 11** Additional Insured – Managers Or Lessors Of Premises

**CG 20 24** Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased

**CG 22 97** Pharmacists – Broadened Coverage

**CG 34 23** Exclusion – Earth Movement

**CG 34 32** Total Pollution Exclusion

**CG 34 33** Total Pollution Exclusion With A Hostile Fire Exception

**CG 34 34** Total Pollution Exclusion With A Building Heating, Cooling And Dehumidifying Equipment Exception  
And A Hostile Fire Exception

**CG 40 01** Genetically Modified Organism Exclusion Endorsement

**CG 40 02** Genetically Modified Organism Exclusion For Designated Operations Or Products Endorsement

**CG 40 03** Exclusion – Athletic Or Sports Participants – All Contests Or Exhibitions

**CG 40 04** Exclusion – Earth Movement

**CG 40 05** Exclusion – Earth Movement – Completed Operations

**CG 40 06** Earth Movement – Exclusion For Designated Operation(s) Or Project(s)

**CG 40 10** Exclusion – Cross Suits Liability

**CG 40 11** Exclusion – Hired Auto Liability

**CG 40 12** Exclusion – All Hazards In Connection With An Electronic Smoking Device, Its Vapor, Component  
Parts, Equipment And Accessories

**CG 40 13** Exclusion – Health Hazards, Electronic Smoking Device Vapor

**CG 40 14** Cannabis Exclusion

## **ENDORSEMENTS THAT REFLECT A REINFORCEMENT OR NO CHANGE IN COVERAGE**

**CG 04 36** Limited Product Withdrawal Expense Endorsement

**CG 20 01** Primary And Noncontributory – Other Insurance Condition

**CG 20 03** Additional Insured – Concessionaires Trading Under Your Name

**CG 20 05** Additional Insured – Controlling Interest

**CG 20 07** Additional Insured – Engineers, Architects Or Surveyors

**CG 20 10** Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

**CG 20 11** Additional Insured – Managers Or Lessors Of Premises

**CG 20 12** Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits  
Or Authorizations

**CG 20 13** Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises

**CG 20 15** Additional Insured – Vendors

**CG 20 18** Additional Insured – Mortgagee, Assignee Or Receiver

**CG 20 23** Additional Insured – Executors, Administrators, Trustees Or Beneficiaries

**CG 20 24** Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased

**CG 20 26** Additional Insured – Designated Person Or Organization

**CG 20 27** Additional Insured – Co-owner Of Insured Premises

**CG 20 28** Additional Insured – Lessor Of Leased Equipment

**CG 20 29** Additional Insured – Grantor Of Franchise

**CG 20 31** Additional Insured – Engineers, Architects Or Surveyors

**CG 20 32** Additional Insured – Engineers, Architects Or Surveyors Not Engaged By The Named Insured

**CG 20 33** Additional Insured – Owners, Lessees Or Contractors – Automatic Status When Required In Construction Agreement With You

**CG 20 34** Additional Insured – Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You

**CG 20 35** Additional Insured – Grantor Of Licenses – Automatic Status When Required By Licensor

**CG 20 36** Additional Insured – Grantor Of Licenses

**CG 20 37** Additional Insured – Owners, Lessees Or Contractors – Completed Operations

**CG 20 38** Additional Insured – Owners, Lessees Or Contractors – Automatic Status For Other Parties When Required In Written Construction Agreement

**CG 21 01** Exclusion – Athletic Or Sports Participants

**CG 22 71** Colleges Or Schools (Limited Form)

**CG 22 72** Colleges Or Schools

**CG 21 37** Exclusion – Employees And Volunteer Workers As Insureds

**CG 21 66** Exclusion – Volunteer Workers

**CG 21 41** Exclusion – Intercompany Products Suits

**CG 24 04** Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation)

**CG 29 35** Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations

**CG 29 88** Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation)



## **ADVISORY NOTICE TO POLICYHOLDERS**

### **2020 COMMERCIAL GENERAL LIABILITY MULTISTATE ENDORSEMENT REVISION ADDRESSING CANNABIS**

This Notice does not form part of your policy. No coverage is provided by this Notice nor can it be construed to replace any provision of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is any conflict between the Policy and this Notice, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

Carefully read your policy, including the endorsements attached to your policy.

This Notice provides information concerning the following endorsement, which applies to your renewal policy being issued by us. The forms and endorsements may reduce, broaden or reinforce coverage. This Notice does not reference every change, including editorial changes, made in your policy.

#### **CG 40 14 – Cannabis Exclusion**

This endorsement is now attached to your policy. Please read it carefully.



CENTRAL MUTUAL INSURANCE COMPANY  
800 S. WASHINGTON ST  
VAN WERT, OHIO 45891-2357  
www.central-insurance.com

## BUILDING OWNER'S POLICY COMMON DECLARATIONS

**NAMED INSURED AND MAILING ADDRESS**

BASS PRO-CITY  
OF BROKEN ARROW  
PO BOX 610  
BROKEN ARROW, OK 74013-0610

**AGENT 6342**

THE ARROW GROUP  
2720 N HEMLOCK CT STE A  
BROKEN ARROW, OK 74012-1194  
(918)258-6681  
www.arrow-group.com

**RENEWAL**

**POLICY NUMBER:** CLP 8651691 14

**PRIOR POLICY NUMBER:** CLP 8651691 13

**POLICY PERIOD:** FROM 07/01/2022 TO 07/01/2023

AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

**BUSINESS DESCRIPTION:** BASS PRO SHOP

**FORM OF BUSINESS:** CORPORATION

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IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL OF THE TERMS OF THIS POLICY,  
WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**PREMIUM**

\$4,022

THE ADVANCE PREMIUM DUE AT INCEPTION IS --  
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT

\$4,022

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

## COMMERCIAL LINES POLICY DECLARATIONS (continued)

**NAMED INSURED**  
BASS PRO-CITY

**POLICY NUMBER**  
CLP 8651691 14

**FORMS AND ENDORSEMENTS APPLICABLE TO POLICY CLP 8651691 14 ON 07/01/2022**

### COMMON DECLARATIONS

FORM NBR	EDITION	FORM TITLE
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IL0017	1198	COMMON POLICY CONDITIONS
IL0236	0907	OK-CHANGES-CANCELLATION & NONRENEWAL
8-2561	1219	ADVISORY NOTICE - 2018 GENERAL LIABILITY ENDORSEMENT REVISION
* 8-2589	1220	POLICYHOLDER NOTICE - CANNABIS EXCLUSION
20-1768	0891	MUTUAL POLICY CONDITIONS-APPLICABLE TO CENTRAL MUTUAL
20-1769	0891	PROVISIONS APPLICABLE TO CENTRAL MUTUAL AND ALL AMERICA INS CO
* 20-1932	0993	OK-FRAUD NOTICE
* 20-1956	1194	IMPORTANT INFORMATION ABOUT YOUR POLICY RENEWAL
* 20-2118	0315	POLICYHOLDER DISCLOSURE NOTICE (TERRORISM INS & VIRUS)
20-2375	0315	NOTICE TO POLICYHOLDERS - NBCR EXCLUSION

### GENERAL LIABILITY COVERAGE PART DECLARATIONS

FORM NBR	EDITION	FORM TITLE
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CG0001	0413	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG2106	0514	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFO
CG2109	0615	EXCLUSION - UNMANNED AIRCRAFT
CG2132	0509	COMMUNICABLE DISEASE EXCLUSION
CG2144	0417	LIMITATION OF COV TO DESIGNATED PREMISES, PROJECT OR OPERATION
CG2147	1207	EXCL-EMPLOYMENT RELATED PRACTICES
* CG2170	0115	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
* CG2184	0115	EXCLUSION OF CERTIFIED ACT OF NUCLEAR, BIOLOGICAL OR CHEMICAL..
CG2186	1204	EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEMS
CG2196	0305	SILICA OR SILICA-RELATED DUST EXCLUSION
* CG2425	1204	LIMITED FUNGI OR BACTERIA COVERAGE
CG2426	0413	AMENDMENT OF INSURED CONTRACT DEFINITION
CG4012	1219	EXCLUSION-ALL HAZARDS IN CONNECTION WITH AN ELECTRONIC SMOKING
* CG4014	1220	CANNABIS EXCLUSION
IL0021	0908	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
8-1529	1001	QUICK REF-COML GL COV PART
8-1834	1204	AMENDMENT OF PRIMARY AND EXCESS PROVISIONS
8-1889	0714	GENERAL LIABILITY PLUS ENDORSEMENT
8-2203	0509	LIMITED EXCLUSION-OPERATIONS COVERED BY A CONSOLIDATED(WRAP UP)
8-2314	0913	PREMISES POLLUTION LEGAL LIABILITY - OKLAHOMA
8-2343	0214	AMENDMENT OF LIQUOR LIABILITY EXCLUSION
20-1934	1107	EXCLUSION - ASBESTOS/LEAD

\* DENOTES FORMS ATTACHED WITH THIS TRANSACTION

## COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

NAMED INSURED  
BASS PRO-CITY

POLICY NUMBER  
CLP 8651691 14

### LIMITS OF INSURANCE

EACH OCCURRENCE LIMIT	\$1,000,000	
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$300,000	ANY ONE PREMISES
MEDICAL EXPENSE LIMIT	\$5,000	ANY ONE PREMISES
PERSONAL & ADVERTISING INJURY LIMIT	\$1,000,000	ANY ONE PERSON OR ORGANIZATION
GENERAL AGGREGATE LIMIT	\$2,000,000	
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$2,000,000	

**PREMISES 001** 101 BASS PRO DR, BROKEN ARROW, OK 74012

CLASSIFICATION DESCRIPTION	CLASS CODE	TERRITORY	PREMIUM BASIS	NET RATE	ADVANCED PREMIUM
<b>PREMISES AND OPERATIONS</b>					
BUILDINGS (LRO)-COMMERCIAL OCCUPANCIES-INSURED MAINTAINED PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT.	61217	503	132,115 AREA	27.152	\$3,587

### PER POLICY COVERAGES - ALL LOCATIONS

MISCELLANEOUS LIABILITY	LIABILITY LIMITS (IF APPLICABLE)	ADVANCED PREMIUM
GENERAL LIABILITY PLUS		\$350
PREMISES POLLUTION LEGAL LIABILITY \$500 DEDUCTIBLE PER OCCURRENCE RETROACTIVE DATE - 07/01/2019	\$50,000 EACH "POLLUTION CONDITION" \$50,000 AGGREGATE LIMIT	\$61
CERTIFIED ACTS OF TERRORISM UNDER THE TERRORISM RISK INSURANCE ACT		\$24

## COMMERCIAL LINES POLICY DECLARATIONS (continued)

**NAMED INSURED**  
BASS PRO-CITY

**POLICY NUMBER**  
CLP 8651691 14

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THE FOLLOWING INFORMATION IS REQUIRED TO COMPLETE FORM CG2425 1204

LIMITED FUNGI OR BACTERIA COVERAGE

FUNGI AND BACTERIA LIABILITY AGGREGATE LIMIT -

STATES OTHER THAN GEORGIA: \$25,000 AGGREGATE LIMIT

GEORGIA: \$ 50,000 AGGREGATE LIMIT

IF THERE ARE MULTIPLE STATES ON THE POLICY, THE AGGREGATE LIMIT FOR THIS POLICY IS EQUAL TO THE STATE WITH THE HIGHEST AGGREGATE LIMIT LISTED ABOVE.

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THE FOLLOWING INFORMATION IS REQUIRED TO COMPLETE FORM CG2144 0417

LIMITATION OF COVERAGE TO  
DESIGNATED PREMISES, PROJECT OR OPERATION

PREMISES - SEE PREMISES ADDRESSES SHOWN IN THE SCHEDULE OF THIS  
COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

PROJECT OR OPERATION -



**PRESIDENT**



**SECRETARY**

**May 25, 2022**  
**DATE**

## COMMON POLICY CONDITIONS

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

### A. CANCELLATION

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

### B. CHANGES

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

### C. EXAMINATION OF YOUR BOOKS AND RECORDS

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

### D. INSPECTIONS AND SURVEYS

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

### E. PREMIUMS

The first Named Insured shown in the Declarations or Change Endorsement:

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

### F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

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

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



**Provisions Applicable To  
CENTRAL MUTUAL INSURANCE COMPANY**

**MUTUAL POLICY CONDITIONS**

This policy is issued by a Mutual Company. We have special regulations that apply by law to our organization, membership, policies and contracts. The following forms a part of your policy:

This policy is nonassessable. You are not subject to any contingent liability nor liable for any assessment.

The Board of Directors, at their discretion, may determine and pay you any unused premiums (dividends).

**NOTICE OF ANNUAL MEETING**

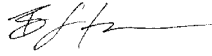
You are hereby notified that by virtue of this policy, you are a member of the Central Mutual Insurance Company and are entitled to vote either in person or by proxy at any and all meetings of our Company. The annual meetings are held at our home office, Van Wert, Ohio, on the second Wednesday of May in each year at two o'clock P.M.

**PROVISIONS APPLICABLE TO CENTRAL MUTUAL AND  
ALL AMERICA INSURANCE COMPANIES**

**IN WITNESS WHEREOF**, we have executed and attested this policy. If required by state law, this policy is not valid unless it is countersigned by our authorized representative.



President



Secretary

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

**NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT  
(BROAD FORM)**

This endorsement modifies insurance provided under the following:

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

**1. The insurance does not apply:**

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

- 1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- 2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

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

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

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

**2. As used in this endorsement:**

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

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

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

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

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

“Nuclear facility” means:

- a)** Any “nuclear reactor”;
- b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing “spent fuel,” or **(3)** handling, processing or packaging “waste”;
- c)** Any equipment or device used for the processing, fabricating or alloying of “special nuclear material” if at any time the total amount of such material in the custody of the “insured” at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of “waste”;

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

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

“Property damage” includes all forms of radioactive contamination of property.

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

**OKLAHOMA CHANGES - CANCELLATION  
AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

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

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

- 2.** We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a.** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b.** 30 days before the effective date of cancellation if we cancel for any other reason.

After coverage has been in effect for more than 45 business days or after the effective date of a renewal of this policy, no notice of cancellation will be issued by us unless it is based on at least one of the following reasons:

- 1)** Nonpayment of premium;
- 2)** Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted under it;
- 3)** Discovery of willful or reckless acts or omissions by you that increase any hazard insured against;
- 4)** The occurrence of a change in the risk that substantially increases any hazard insured against after insurance coverage has been issued or renewed;
- 5)** A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any covered property or its occupancy that substantially increases any hazard insured against;
- 6)** A determination by the Insurance Commissioner that the continuation of the policy would place us in violation of the insurance laws of this state;
- 7)** Your conviction of a crime having as one of its necessary elements an act increasing any hazard insured against; or
- 8)** Loss of or substantial changes in applicable reinsurance.

**B.** The following are added to the Common Policy Conditions and supersede any provisions to the contrary:

**1. Nonrenewal**

- a.** If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured at least 45 days before:
  - 1)** The expiration date of this policy; or

- 2) An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.
- b. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us.
- c. If notice is mailed:
  - 1) It will be considered to have been given to the first Named Insured on the day it is mailed.
  - 2) Proof of mailing will be sufficient proof of notice.
- d. If notice of nonrenewal is **not** mailed or delivered at least 45 days before the expiration date or an anniversary date of this policy, coverage will remain in effect until 45 days after notice is given. Earned premium for such extended period of coverage will be calculated pro rata based on the rates applicable to the expiring policy.
- e. We will **not** provide notice of nonrenewal if:
  - 1) We, or another company within the same insurance group, have offered to issue a renewal policy; or
  - 2) You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.
- f. If we have provided the required notice of nonrenewal as described in **B.1.a.** above, and thereafter extend the policy for a period of 90 days or less, we will **not** provide an additional nonrenewal notice with respect to the period of extension.

## 2. Premium Or Coverage Changes At Renewal

- a. If we elect to renew this policy, we will give written notice of any premium increase, change in deductible, or reduction in limits or coverage, to the first Named Insured, at the last mailing address known to us.
- b. Any such notice will be mailed or delivered to the first Named Insured at least 45 days before:
  - 1) The expiration date of this policy; or
  - 2) An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.
- c. If notice is mailed:
  - 1) It will be considered to have been given to the first Named Insured on the day it is mailed.
  - 2) Proof of mailing will be sufficient proof of notice.
- d. If the first Named Insured accepts the renewal, the premium increase or coverage changes will be effective the day following the prior policy's expiration or anniversary date.
- e. If notice is **not** mailed or delivered at least 45 days before the expiration date or anniversary date of this policy, the premium, deductible, limits and coverage in effect prior to the changes will remain in effect until:
  - 1) 45 days after notice is given; or
  - 2) The effective date of replacement coverage obtained by the insured;
 whichever occurs first.

If the first Named Insured then elects **not** to renew, any earned premium for the resulting extended period of coverage will be calculated pro rata at the lower of the new rates or rates applicable to the expiring policy.

- f. We will **not** provide notice of the following:
  - 1) Changes in a rate or plan filed pursuant to the Property and Casualty Competitive Loss Cost Rating Act applicable to an entire class of business;
  - 2) Changes which are based upon the altered nature or extent of the risk insured; or
  - 3) Changes in policy forms filed with or approved by the Insurance Commissioner and applicable to an entire class of business.

## **QUICK REFERENCE COMMERCIAL GENERAL LIABILITY COVERAGE PART**

### **READ YOUR POLICY CAREFULLY**

The Commercial General Liability Coverage Part in your policy consists of Declarations, a Coverage Form (CG0001), Common Policy Conditions and Endorsements, if applicable. Following is a Quick Reference indexing of the principal provisions contained in each of the components making up this Coverage Part.

#### **DECLARATIONS**

- Named Insured and Mailing Address
- Policy Period
- Description of Business and Location of Premises
- Limits of Insurance
- Forms and Endorsements applying to the Coverage Part at time of issue

#### **COVERAGE FORM (CG0001)**

##### **SECTION I – COVERAGES**

- Coverage A – Bodily Injury and Property Damage Liability

- Insuring Agreement
  - Exclusions

- Coverage B – Personal and Advertising Injury Liability

- Insuring Agreement
  - Exclusions

- Coverage C – Medical Payments

- Insuring Agreement
  - Exclusions

- Supplementary Payments

##### **SECTION II – WHO IS AN INSURED**

##### **SECTION III – LIMITS OF INSURANCE**

##### **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

- Bankruptcy
- Duties in the Event of Occurrence, Claim or Suit
- Legal Action Against Us
- Other Insurance
- Premium Audit
- Representations
- Separation of Insureds
- Transfer of Rights of Recovery Against Others to Us
- When We Do Not Renew

##### **SECTION V – DEFINITIONS**

#### **COMMON POLICY CONDITIONS (IL0017) - See Common Declarations**

- Cancellation
- Changes
- Examination of Your Books and Records
- Inspections and Surveys
- Premiums
- Transfer of Your Rights and Duties Under This Policy

#### **ENDORSEMENTS (If Any)**

## COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

### SECTION I – COVERAGES

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

##### 1. Insuring Agreement

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

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

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

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

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

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

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

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

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

##### 2. Exclusions



This insurance does not apply to:

**a. Expected Or Intended Injury**

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

**b. Contractual Liability**

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

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

**c. Liquor Liability**

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

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

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

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

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

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

**d. Workers' Compensation And Similar Laws**

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

**e. Employer's Liability**

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

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

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

**f. Pollution**

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
    - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
  - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - (i) Any insured; or
    - (ii) Any person or organization for whom you may be legally responsible; or
  - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
    - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
    - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
  - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

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

includes operation and "loading or unloading".

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

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
  - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
  - (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

#### **h. Mobile Equipment**

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

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

#### **i. War**

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

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### **j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire)

to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

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

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

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

**k. Damage To Your Product**

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

**l. Damage To Your Work**

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

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

**m. Damage To Impaired Property Or Property Not Physically Injured**

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

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

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

**n. Recall Of Products, Work Or Impaired Property**

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

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

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

**o. Personal And Advertising Injury**

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

**p. Electronic Data**

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

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

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

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

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

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing,

dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

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

## **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**

### **1. Insuring Agreement**

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

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

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

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

### **2. Exclusions**

This insurance does not apply to:

- a. Knowing Violation Of Rights Of Another**

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

- b. Material Published With Knowledge Of Falsity**

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

- c. Material Published Prior To Policy Period**

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

- d. Criminal Acts**

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

- e. Contractual Liability**

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

- f. Breach Of Contract**

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

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

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

- h. Wrong Description Of Prices**

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

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

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

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

**j. Insureds In Media And Internet Type Businesses**

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

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

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

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

**k. Electronic Chatrooms Or Bulletin Boards**

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

**l. Unauthorized Use Of Another's Name Or Product**

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

**m. Pollution**

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

**n. Pollution-related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

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

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

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

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

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**COVERAGE C – MEDICAL PAYMENTS**

## **1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
  - (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;provided that:
  - (a) The accident takes place in the "coverage territory" and during the policy period;
  - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
  - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
  - (1) First aid administered at the time of an accident;
  - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
  - (3) Necessary ambulance, hospital, professional nursing and funeral services.

## **2. Exclusions**

We will not pay expenses for "bodily injury":

### **a. Any Insured**

To any insured, except "volunteer workers".

### **b. Hired Person**

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

### **c. Injury On Normally Occupied Premises**

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

### **d. Workers' Compensation And Similar Laws**

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

### **e. Athletics Activities**

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

### **f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

### **g. Coverage A Exclusions**

Excluded under Coverage A.

## **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

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

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

These payments will not reduce the limits of insurance.

- 2.** If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
  - a.** The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b.** This insurance applies to such liability assumed by the insured;
  - c.** The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
  - d.** The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
  - e.** The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
  - f.** The indemnitee:
    - (1)** Agrees in writing to:
      - (a)** Cooperate with us in the investigation, settlement or defense of the "suit";
      - (b)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
      - (c)** Notify any other insurer whose coverage is available to the indemnitee; and
      - (d)** Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
    - (2)** Provides us with written authorization to:
      - (a)** Obtain records and other information related to the "suit"; and
      - (b)** Conduct and control the defense of the indemnitee in such "suit".

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

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

## **SECTION II – WHO IS AN INSURED**

- 1.** If you are designated in the Declarations as:
  - a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- 2.** Each of the following is also an insured:
  - a.** Your "volunteer workers" only while performing duties related to the conduct of your business, or your



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

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

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

**(2) "Property damage" to property:**

- (a)** Owned, occupied or used by;
- (b)** Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;  
you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b.** Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

**c.** Any person or organization having proper temporary custody of your property if you die, but only:

- (1)** With respect to liability arising out of the maintenance or use of that property; and
- (2)** Until your legal representative has been appointed.

**d.** Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

**3.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a.** Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b.** Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c.** Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

### **SECTION III – LIMITS OF INSURANCE**

**1.** The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a.** Insureds;
- b.** Claims made or "suits" brought; or
- c.** Persons or organizations making claims or bringing "suits".

**2.** The General Aggregate Limit is the most we will pay for the sum of:

- a.** Medical expenses under Coverage **C**;
- b.** Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c.** Damages under Coverage **B**.

**3.** The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages

because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage **A**; and
  - b. Medical expenses under Coverage **C**because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

##### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

##### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
  - (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable.You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

##### **3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

#### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

##### a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

##### b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

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

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

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

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

##### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

#### 5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

#### 6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

#### **7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

#### **8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

#### **9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

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

### **SECTION V – DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
  - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;
    - (2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

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

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

**10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".**

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

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

**12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:**

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

**13.** "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

**14.** "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

**15.** "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**16.** "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle

not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

**17. "Property damage" means:**

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

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

**18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:**

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

**19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.**

**20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.**

**21. "Your product":**

**a. Means:**

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**b. Includes:**

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

**22. "Your work":**

**a. Means:**

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

**b. Includes:**

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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

**EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL  
INFORMATION AND DATA-RELATED LIABILITY – WITH  
LIMITED BODILY INJURY EXCEPTION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A. Exclusion 2.p. of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

**p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1)** Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2)** The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury".

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

- B. The following is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**Access Or Disclosure Of Confidential Or Personal Information**

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.



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

## **EXCLUSION – UNMANNED AIRCRAFT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A. Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

**g. Aircraft, Auto Or Watercraft**

**(1) Unmanned Aircraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Paragraph **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

**(2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft**

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

This Paragraph **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Paragraph **g.(2)** does not apply to:

- (a)** A watercraft while ashore on premises you own or rent;
- (b)** A watercraft you do not own that is:
  - (i)** Less than 26 feet long; and
  - (ii)** Not being used to carry persons or property for a charge;
- (c)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (e)** "Bodily injury" or "property damage" arising out of:
  - (i)** The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
  - (ii)** The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

- B. The following exclusion is added to Paragraph 2. Exclusions of Coverage B – Personal And Advertising Injury Liability:**

## 2. Exclusions

This insurance does not apply to:

### **Unmanned Aircraft**

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This exclusion does not apply to:

- a. The use of another's advertising idea in your "advertisement"; or
- b. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

### **C.** The following definition is added to the **Definitions** section:

"Unmanned aircraft" means an aircraft that is not:

- 1. Designed;
- 2. Manufactured; or
- 3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

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

**COMMUNICABLE DISEASE EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following exclusion is added to Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:**

**2. Exclusions**

This insurance does not apply to:

**Communicable Disease**

"Bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.

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

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing for a communicable disease;
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.

**B. The following exclusion is added to Paragraph 2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**Communicable Disease**

"Personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

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

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing for a communicable disease;
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.

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

**LIMITATION OF COVERAGE TO DESIGNATED PREMISES,  
PROJECT OR OPERATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE \***

**Premises:**

**Project Or Operation:**

**\* (If no entry appears above, information required to complete this endorsement will be shown in the Declarations or Change Endorsement as applicable to this endorsement.)**

**A.** If this endorsement is attached to Commercial General Liability Coverage Form **CG 00 01**, the provisions under this Paragraph **A.** apply:

**1.** Paragraph **1.b.** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

**b.** This insurance applies to "bodily injury" and "property damage" caused by an "occurrence" that takes place in the "coverage territory" only if:

**(1)** The "bodily injury" or "property damage":

**(a)** Occurs on the premises shown in the Schedule, Declarations or Change Endorsement or the grounds and structures appurtenant to those premises; or

**(b)** Arises out of the project or operation shown in the Schedule;

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

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

**2.** Paragraph **1.b.** under **Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

**b.** This insurance applies to "personal and advertising injury" caused by an offense committed in the "coverage territory" but only if:

**(1)** The offense arises out of your business:

**(a)** Performed on the premises shown in the Schedule, Declarations or Change Endorsement; or

**(b)** In connection with the project or operation shown in the Schedule, Declarations or Change Endorsement; and

**(2)** The offense was committed during the policy period.

However, with respect to Paragraph **1.b.(1)(a)** of this Insuring Agreement, if the "personal and advertising injury" is caused by:

**(1)** False arrest, detention or imprisonment; or

- (2) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

then such offense must arise out of your business performed on the premises shown in the Schedule, Declarations or Change Endorsement and the offense must have been committed on the premises shown in the Schedule, Declarations or Change Endorsement or the grounds and structures appurtenant to those premises.

3. Paragraph 1.a. under **Section I – Coverage C – Medical Payments** is replaced by the following:

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident that takes place in the "coverage territory" if the "bodily injury":
- (1) Occurs on the premises shown in the Schedule, Declarations or Change Endorsement or the grounds and structures appurtenant to those premises; or
  - (2) Arises out of the project or operation shown in the Schedule, Declarations or Change Endorsement; provided that:
    - (a) The accident takes place during the policy period;
    - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
    - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

B. If this endorsement is attached to Commercial General Liability Coverage Form **CG 00 02**, the provisions under this Paragraph B. apply:

1. Paragraph 1.b. under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

- b. This insurance applies to "bodily injury" and "property damage" caused by an "occurrence" that takes place in the "coverage territory" only if:
- (1) The "bodily injury" or "property damage":
    - (a) Occurs on the premises shown in the Schedule, Declarations or Change Endorsement or the grounds and structures appurtenant to those premises; or
    - (b) Arises out of the project or operation shown in the Schedule, Declarations or Change Endorsement;
  - (2) The "bodily injury" or "property damage" did not occur before the Retroactive Date, if any, shown in the Declarations or Change Endorsement or after the end of the policy period; and
  - (3) A claim for damages because of the "bodily injury" or "property damage" is first made against any insured, in accordance with Paragraph 1.c. of this Insuring Agreement, during the policy period or any Extended Reporting Period we provide under Section V – Extended Reporting Periods.

2. Paragraph 1.b. under **Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

- b. This insurance applies to "personal and advertising injury" caused by an offense committed in the "coverage territory" but only if:
- (1) The offense arises out of your business:
    - (a) Performed on the premises shown in the Schedule, Declarations or Change Endorsement; or
    - (b) In connection with the project or operation shown in the Schedule, Declarations or Change Endorsement;
  - (2) The offense was not committed before the Retroactive Date, if any, shown in the Declarations or Change Endorsement or after the end of the policy period; and
  - (3) A claim for damages because of the "personal and advertising injury" is first made against any insured, in accordance with Paragraph 1.c. of this Insuring Agreement, during the policy period or any Extended Reporting Period we provide under Section V – Extended Reporting Periods.

However, with respect to Paragraph 1.b.(1)(a) of this Insuring Agreement, if the "personal and advertising injury" is caused by:

- (1) False arrest, detention or imprisonment; or
- (2) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a

room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

then such offense must arise out of your business performed on the premises shown in the Schedule, Declarations or Change Endorsement and the offense must have been committed on the premises shown in the Schedule, Declarations or Change Endorsement or the grounds and structures appurtenant to those premises.

3. Paragraph **1.a.** under **Section I – Coverage C – Medical Payments** is replaced by the following:

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident that takes place in the "coverage territory" if the "bodily injury":
  - (1) Occurs on the premises shown in the Schedule, Declarations or Change Endorsement or the grounds and structures appurtenant to those premises; or
  - (2) Arises out of the project or operation shown in the Schedule, Declarations or Change Endorsement; provided that:
    - (a) The accident takes place during the policy period;
    - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
    - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

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

**EMPLOYMENT – RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

“Bodily injury” to:

- 1) A person arising out of any:
  - a) Refusal to employ that person;
  - b) Termination of that person’s employment; or
  - c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person, or
- 2) The spouse, child, parent, brother or sister of that person as a consequence of “bodily injury” to that person at whom any of the employment-related practices described in Paragraphs **a), b) or c)** above is directed.

This exclusion applies:

- 1) Whether the injury-causing event described in Paragraphs **a), b) or c)** above occurs before employment, during employment or after employment of that person;
- 2) Whether the insured may be liable as an employer or in any other capacity; and
- 3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**B. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:**

This insurance does not apply to:

“Personal and advertising injury” to:

- 1) A person arising out of any:
  - a) Refusal to employ that person;
  - b) Termination of that person’s employment; or
  - c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- 2) The spouse, child, parent, brother or sister of that person as a consequence of “personal and advertising injury” to that person at whom any of the employment-related practices described in paragraphs **a), b) or c)** above is directed.

This exclusion applies:

- 1) Whether the injury-causing event described in Paragraphs **a), b) or c)** above occurs before employment, during employment or after employment of that person;
- 2) Whether the insured may be liable as an employer or in any other capacity; and
- 3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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

**CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

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

- A.** If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

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

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
  2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.



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

**EXCLUSION OF CERTIFIED NUCLEAR,  
BIOLOGICAL, CHEMICAL OR RADIOLOGICAL ACTS  
OF TERRORISM; CAP ON LOSSES FROM CERTIFIED  
ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

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

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

This insurance does not apply to:

**TERRORISM**

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism". However, this exclusion applies only when one or more of the following are attributed to such act:

1. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
2. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
3. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

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

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
  - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
  - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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

**D. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.**

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

**EXCLUSION – EXTERIOR INSULATION AND FINISH SYSTEMS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A.** This insurance does not apply to “bodily injury,” “property damage” or “personal and advertising injury” arising out of, caused by, or attributable to, whether in whole or in part, the following:
1. The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any “exterior insulation and finish system” or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or
  2. “Your product” or “your work” with respect to any exterior component, fixture or feature of any structure if an “exterior insulation and finish system,” or any substantially similar system, is used on the part of that structure containing that component, fixture or feature.
- B.** The following definition is added to the Definitions Section:
- “Exterior insulation and finish system” means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:
1. A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;
  2. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
  3. A reinforced or unreinforced base coat;
  4. A finish coat providing surface texture to which color may be added; and
  5. Any flashing, caulking or sealant used with the system for any purpose.

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

### **SILICA OR SILICA-RELATED DUST EXCLUSION**

This endorsement modifies insurance provided under the following:

#### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:**

**2. Exclusions**

This insurance does not apply to:

**Silica Or Silica-Related Dust**

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust."
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust."
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust," by any insured or by any other person or entity.

**B. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**Silica Or Silica-Related Dust**

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust."
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust," by any insured or by any other person or entity.

**C. The following definitions are added to the Definitions Section:**

- 1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
- 2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

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

**LIMITED FUNGI OR BACTERIA COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE \***

**Fungi And Bacteria Liability Aggregate Limit    \$**

**\* (If no entry appears above, information required to complete this endorsement will be shown in the Declarations or Change Endorsement as applicable to this endorsement.)**

**A. The following exclusion is added to Paragraph 2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability.**

**2. Exclusions**

This insurance does not apply to:

- a. "Personal and advertising injury" arising out of a "fungi or bacteria incident."
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

**B. Coverage provided by this insurance for "bodily injury" or "property damage," arising out of a "fungi or bacteria incident," is subject to the Fungi and Bacteria Liability Aggregate Limit as described in Paragraph C. of this endorsement. This provision B. does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.**

**C. The following are added to Section III - Limits of Insurance:**

1. Subject to Paragraphs 2. and 3. of Section III - Limits of Insurance, as applicable, the Fungi and Bacteria Liability Aggregate Limit shown in the Schedule of this endorsement is the most we will pay under Coverage A for all "bodily injury" or "property damage" and Coverage C. for Medical Payments arising out of one or more "fungi or bacteria incidents." This provision C.1. does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.
2. Paragraphs 5., the Each Occurrence Limit, Paragraph 6., the Damage To Premises Rented To You Limit, and Paragraph 7., the Medical Expense Limit, of Section III - Limits of Insurance continue to apply to "bodily injury" or "property damage" arising out of a "fungi or bacteria incident" but only if, and to the extent that, limits are available under the Fungi and Bacteria Liability Aggregate Limit.

**D. The following definitions are added to the Definitions Section:**

1. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.
2. "Fungi or bacteria incident" means an incident which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

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

### **AMENDMENT OF INSURED CONTRACT DEFINITION**

This endorsement modifies insurance provided under the following:

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

The definition of "insured contract" in the **Definitions** section is replaced by the following:

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

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

**EXCLUSION – ALL HAZARDS IN CONNECTION WITH AN  
ELECTRONIC SMOKING DEVICE, ITS VAPOR,  
COMPONENT PARTS, EQUIPMENT AND ACCESSORIES**

This endorsement modifies insurance provided under the following:

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

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

This insurance does not apply to:

**Electronic Smoking Device**

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the following:

1. The design, manufacture, distribution, sale, maintenance, use or repair of:
  - a. An "electronic smoking device"; or
  - b. Any component part of, or equipment or accessory designed for use with an "electronic smoking device", including, but not limited to, a mouthpiece, tube, tank, connector, atomizer, cartomizer, clearomizer, coil, battery, charger, cartridge, liquid, flavoring, solutions of any kind, or ingredients therein;
2. The actual, alleged, threatened or suspected inhalation of, contact with, exposure to, existence of, or presence of, vapor delivered from an "electronic smoking device"; or
3. Any component part of, or equipment or accessory designed for use with an "electronic smoking device", including, but not limited to those items listed in Paragraph **A.1.b.** of this endorsement, and in connection with the actual, alleged, threatened or suspected inhalation of, contact with, exposure to, existence of, or presence of, vapor delivered from an "electronic smoking device".

**B. The following definition is added:**

"Electronic smoking device" means a battery-powered device that delivers a vaporized inhalable substance through a mouthpiece. "Electronic smoking devices" include, but are not limited to, battery-powered:

1. Cigarettes;
2. Pipes;
3. Cigars;
4. Hookahs; and
5. Vaporizers, other than steam or mist inhalers.

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

## **CANNABIS EXCLUSION**

This endorsement modifies insurance provided under the following:

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

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of:
  - a. The design, cultivation, manufacture, storage, processing, packaging, handling, testing, distribution, sale, serving, furnishing, possession or disposal of "cannabis"; or
  - b. The actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of "cannabis"; or
2. "Property damage" to "cannabis".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved that which is described in Paragraph **A.1.** or **A.2.** above.

However, Paragraph **A.1.b.** does not apply to "bodily injury" or "property damage" arising out of the actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, or contact with, "cannabis" by:

- (1) An insured; or
- (2) Any other person for whom you are legally responsible;

but only if the "bodily injury" or "property damage" does not arise out of your selling, serving or furnishing of "cannabis" to any person described above.

**B.** The exclusion in Paragraph **A.** does not apply to "personal and advertising injury" arising out of the following offenses:

1. False arrest, detention or imprisonment; or
2. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor.

**C.** The following definition is added to the **Definitions** section:

"Cannabis":

1. Means:

Any good or product that consists of or contains any amount of Tetrahydrocannabinol (THC) or any other cannabinoid, regardless of whether any such THC or cannabinoid is natural or synthetic.

2. Paragraph **C.1.** above includes, but is not limited to, any of the following containing such THC or cannabinoid:

- a. Any plant of the genus Cannabis L., or any part thereof, such as seeds, stems, flowers, stalks and roots; or
- b. Any compound, by-product, extract, derivative, mixture or combination, such as:
  - (1) Resin, oil or wax;
  - (2) Hash or hemp; or
  - (3) Infused liquid or edible cannabis;

whether or not derived from any plant or part of any plant set forth in Paragraph **C.2.a.**

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

**EXCLUSION – ASBESTOS/LEAD**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
BUSINESSOWNERS LIABILITY COVERAGE FORM

This insurance does not apply to “bodily injury,” “property damage,” “personal and advertising injury” arising out of the actual, alleged or threatened:

- 1) dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the injury or damage is caused or contributed to by the hazardous properties of asbestos. This includes:
  - a. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above; and
  - b. Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage.
- 2) exposure to lead, paint containing lead, or any other material or substance containing lead; or
- 3) any loss, cost or expense arising out of any:
  - a. Request, demand or order that any insured or others test for, monitor, clean up, remove or contain, or in any way respond to, or assess the effects of lead, paint containing lead, any other material or substance containing lead, asbestos, asbestos fiber or any product containing asbestos.
  - b. Claim or “suit” by or on behalf of any person, organization or governmental authority for damages because of testing for, monitoring, cleaning up or removing, containing, or in any way responding to, or assessing the effects of lead, paint containing lead, any other material or substance containing lead, asbestos, asbestos fiber or any product containing asbestos.



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

**AMENDMENT OF PRIMARY AND EXCESS PROVISIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be either primary or primary and noncontributing. Where required by contract, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

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

### **GENERAL LIABILITY PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement amends the policy by adding the following; please read each section carefully.

#### **EMPLOYEE BENEFITS LIABILITY COVERAGE**

ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - AUTOMATIC STATUS

ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES - AUTOMATIC STATUS

ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT - AUTOMATIC STATUS

ADDITIONAL INSURED - VENDORS - AUTOMATIC STATUS

INCLUDE DIRECTORS OR TRUSTEES ON COMMITTEES AS EMPLOYEES

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHER TO US

NEWLY FORMED OR ACQUIRED ORGANIZATIONS

NOTICE OF OCCURRENCE, KNOWLEDGE OF OCCURRENCE, UNINTENTIONAL OMISSION

VOLUNTARY PROPERTY DAMAGE

NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY

FIRE, SPRINKLER LEAKAGE OR EXPLOSION

POLLUTION COVERAGE FOR UPSET OF MOBILE EQUIPMENT

AGGREGATE LIMITS OF INSURANCE AMENDMENT

SUPPLEMENTARY PAYMENTS - HIGHER LIMITS

REASONABLE FORCE EXPANSION - PROPERTY DAMAGE

LOST KEY COVERAGE

PERSONAL AND ADVERTISING INJURY DEFINITION AMENDED

These modifications are subject to the terms and conditions applicable to coverage in the policy except as provided below.

#### **A. Employee Benefits Liability Coverage**

The following is added to Section I - Coverages: EMPLOYEE BENEFITS LIABILITY COVERAGE.

##### **1. Insuring Agreement.**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in SECTION III LIMITS OF INSURANCE for Employee Benefits Liability Coverage and
- 2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

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

- b. This insurance applies to damages only if:

- 1) The act, error or omission is negligently committed in the "administration" of your "employee benefit program";
- 2) The act, error or omission is caused by an "occurrence" that takes place in the

“coverage territory”; and

3) The act, error or omission occurs during the policy period.

## 2. Exclusions

This insurance does not apply to:

### a. Dishonesty, Fraud Or Criminal Act

Damages arising out of any dishonest, fraudulent, criminal or malicious act or omission, committed by any insured, including the willful or reckless violation of any statute.

### b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

“Bodily injury,” “property damage” or “personal and advertising injury.”

### c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

### d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the “employee benefit program.”

### e. Inadequacy Of Performance Of Investment/Advice Given To Participate

Any “claim” or “suit” based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person to participate or not to participate in any plan included in the “employee benefit program.”

### f. Workers Compensation And Similar Laws

Damages arising out of any “claim” related to any workers compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

### g. ERISA

Damages for which the insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or any similar federal, state or local laws.

### h. Available Benefits

Any “claim” for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

### i. Taxes, Fines Or Penalties

1) Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law; or

2) Loss or damages arising out of the imposition of such taxes, fines or penalties.

### j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

## 3. Supplementary Payments - Coverages A and B

For the purposes of the coverage provided by Employee Benefits Liability Coverage, the Supplementary Payments - Coverages **A** and **B** apply except for Paragraphs **1.b.** and **2.**

**SECTION II - WHO IS AN INSURED**, Paragraphs **2.** and **3.** are replaced by the following for Employee Benefits Liability Coverage:

## 2. Each of the following is also an insured:

a. Each of your “employees” who is or was authorized to administer your “employee benefit program.”

b. Any persons, organizations or “employees” having proper temporary authorization to administer your “employee benefit program” if you die, but only until your legal representative is appointed.

- c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.
- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
  - b. Coverage under this provision does not apply to any act, error or omission that occurred before you acquired or formed the organization.

**SECTION III - LIMITS OF INSURANCE** is replaced by the following for the Employee Benefits Liability Coverage:

- 1) The Limits of Insurance shown below and the rules below fix the most we will pay regardless of the number of:
  - a) Insureds;
  - b) "Claims" made or "suits" brought;
  - c) Persons or organizations making "claims" or bringing "suits";
  - d) Acts, error or omissions which result in loss; or
  - e) Benefits included in your "employee benefit program."
- 2) \$2,000,000 is the most we will pay for all damages because of acts, errors or omissions committed in the "administration" of your "employee benefit program."
- 3) Subject to the above Limit, \$1,000,000 is the most we will pay for all damages sustained by any one "employee," including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
  - a) An act, error or omission; or
  - b) A series of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program."

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

#### 4. Deductible

- a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of \$1,000. The limits of insurance shall not be reduced by the amount of this deductible.
- b. The deductible amount applies to all damages sustained by any one "employee," including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- c. The terms of this insurance, including those with respect to:
  - 1) Our right and duty to defend any "suits" seeking those damages; and
  - 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, "claim" or "suit"
 apply irrespective of the application of the deductible amount.
- d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or

“suit” and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

**SECTION IV - CONDITIONS**, Paragraphs **2.** and **4.** are replaced by the following for the Employee Benefits Liability Coverage:

**2. Duties In The Event Of An Act, Error Or Omission, “Claim” Or “Suit”**

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a “claim.” To the extent possible, notice should include:
  - 1) What the act, error or omission was and when it occurred; and
  - 2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
- b. If a “claim” is made or “suit” is brought against any insured, you must:
  - 1) Immediately record the specifics of the “claims” or “suit” and the date received; and
  - 2) Notify us as soon as practicable.

You must see to it that we receive written notice of the “claim” or “suit” as soon as practicable.
- c. You and any other involved insured must:
  - 1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the “claim” or “suit”;
  - 2) Authorize us to obtain records and other information;
  - 3) Cooperate with us in the investigation or settlement of the “claim” or defense against the “suit”; and
  - 4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.
- d. No insured will, except at the insured’s own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

**4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

**b. Excess Insurance**

Any other primary insurance available to you covering acts, errors or omissions for which you have been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any “suit” if any other insurer has a duty to defend the insured against that “suit.” If no other insurer defends, we may undertake to do so, but we will be entitled to the insured’s rights against all those other insurers.

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

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

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance of all insurers.

**SECTION V - DEFINITIONS** is amended by adding the following definitions for Employee Benefits Liability Coverage:

1. "Administration" means:
  - a. Providing information to "employees," including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
  - b. Handling records in connection with the "employee benefit program"; or
  - c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program."However, "administration" does not include handling payroll deductions.
2. "Cafeteria plans" means plans authorized by the applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
3. "Claim" means any demand, or "suit," made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.
4. "Employee benefit program" means a program providing some or all of the following benefits to "employees," whether provided through a "cafeteria plan" or otherwise.
  - a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
  - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible for such benefits;
  - c. Unemployment insurance, social security benefits, workers compensation and disability benefits;
  - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

**SECTION V - DEFINITIONS** - the definition of "employee" and "suit" is replaced for Employee Benefits Liability Coverage by the following:

"Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker." "Employee" does not include a "temporary worker."

"Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

**B. Additional Insured - Owners, Lessees, or Contractors - Automatic Status (not applicable to Employee Benefits Liability Coverage)**

1. Section II - Who Is An Insured is amended to include as an additional insured any person or

organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy and any other person or organization you are required to add as an additional insured under the contract or agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

Except as provided for in the exception to **2.b.** below, a person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

However, the insurance afforded to such additional insured described above:

- a. only applies to the extent permitted by law; and
- b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - 1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - 2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

- b. "Bodily injury" or "property damage" occurring after:
  - 1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - 2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

However, exclusion **b.** does not apply when in conflict with the requirements of a written contract or agreement.

3. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

**C. Additional Insured - Managers or Lessors of Premises - Automatic Status (not applicable to Employee Benefits Liability Coverage)**

1. Section II - Who Is An Insured is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such

person or organization be added as an additional insured on your policy, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

However, the insurance afforded to such additional insured described above:

- a. only applies to the extent permitted by law; and
  - b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

**D. Additional Insured - Lessor of Leased Equipment - Automatic Status (not applicable to Employee Benefits Liability Coverage)**

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured described above:

- a. only applies to the extent permitted by law; and
- b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
3. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

**E. Additional Insured - Vendors - Automatic Status (not applicable to Employee Benefits Liability Coverage)**

1. Section II - Who Is An Insured is amended to include as an insured any person or organization (referred to below as vendor) when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule, Declarations or Change Endorsement which are distributed or sold in the regular course of the vendor's business.

However, the insurance afforded to such additional insured described above:

- a. only applies to the extent permitted by law; and
  - b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:



- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. An express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- 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 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 the products;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor 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 Sub-paragraphs d. or f.; or
  - 2) 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 the products.
- 3. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- 4. The most we will pay on behalf of the vendor is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

**F. Include Directors Or Trustees On Committees As Employees (not applicable to Employee Benefits Liability Coverage)**

SECTION V - DEFINITIONS is amended by the addition of the following to definition 5.:

"Employee" also includes any of your directors or trustees acting as a member of any of your elected or appointed committees to perform on your behalf specific, as distinguished from general, directorial acts.

**G. Waiver Of Transfer Of Rights Of Recovery Against Others To Us**

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US, SECTION IV CONDITION 8., is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization which, before the loss, you have agreed in writing to waive your right of recovery.

**H. Newly Formed Or Acquired Organizations (not applicable to Employee Benefits Liability Coverage)**

**SECTION II - WHO IS AN INSURED** is amended to include any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until 180 days after you acquire or form the organization or the end of the policy period, whichever is earlier.
2. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
3. Coverage B does not apply to "personal injury and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**I. Notice Of Occurrence, Knowledge Of Occurrence, Unintentional Omission**

The following is added to SECTION IV.2. - DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT:

**e. Notice of Accident/Occurrence**

When you report to your Workers Compensation carrier the occurrence of any accident which later develops into a liability claim covered under this policy, failure to report the accident to us at the time of occurrence is not in violation of the Conditions of this policy. However, as soon as you are definitely made aware of the fact that the particular accident is a liability claim rather than a Workers Compensation claim prompt notification must be given to us.

**f. Unintentional Errors and Omissions**

The insurance afforded by this policy is not invalidated by any unintentional errors, omissions or improper description of premises or your unintentional failure to disclose all hazards existing at inception date of the policy.

**g. Knowledge of Accident/Occurrence**

Knowledge of an accident/occurrence by your agent, servant or employee is not knowledge by you unless an executive officer of your Corporation received such notice from its agent, servant or employee.

**J. Voluntary Property Damage**

1. We will pay, at your request, for loss due to "Property Damage" to property of others caused by you, or while in your possession, arising out of your business operations.
2. "Loss" means unintentional damage or destruction but does not include disappearance, theft, or loss of use.
3. Limits of Insurance - The most we will pay for "loss" under the Voluntary Property Damage is **\$2,500** for each "occurrence." The most we will pay for the sum of all damages because of "Property Damage" is an annual policy aggregate limit of **\$25,000**.
4. Deductible - We will not pay for "loss" in any one "occurrence" until the amount of "loss" exceeds **\$250**.

We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

5. The insurance under the Voluntary Property Damage shall not apply:
  - a. To "loss" of property at premises owned, rented, leased, operated, or used by you;
  - b. To "loss" of property while in transit;
  - c. To "loss" of property owned by, rented to, leased to, borrowed by or used by you;
  - d. To the cost of repairing or replacing (1) any work defectively or incorrectly done, (2) any product manufactured, sold or supplied by you, unless the "Property Damage" is caused directly by you after delivery of the product or completion of the work and resulting from a subsequent undertaking;
  - e. To "loss" of property included within the "Products/Completed Operations Hazard";
  - f. To "loss" of property which is an "auto" or "mobile equipment."
  - g. To "loss" of property caused by "pollutants."
6. In the event of "loss" covered by this endorsement, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

**K. Non-Owned Watercraft And Non-Owned Aircraft Liability**

SECTION I - COVERAGE A, exclusion 2.g. is replaced by the following:

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

This exclusion does not apply to:

- 1)** A watercraft while ashore on premises you own or rent;
- 2)** A watercraft you do not own that is:
  - a)** Less than 60 feet long; and
  - b)** Not being used to carry persons or property for a charge;
- 3)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- 4)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- 5)** "Bodily injury" or "property damage" arising out of:
  - a)** The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
  - b)** The operation of any of the machinery or equipment listed in paragraph f.2) or f.3) of the definition of "mobile equipment."
- 6)** An aircraft you do not own provided it is not operated by any insured.

**L. Fire, Sprinkler Leakage Or Explosion**

**1. SECTION I - GENERAL LIABILITY COVERAGES** is amended as follows:

- a.** The last paragraph of **2. Exclusions** under **A. Bodily Injury and Property Damage Liability** is replaced by the following:

Exclusions c. through q. do not apply to damage by fire, sprinkler leakage or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

But the Limit for Damage to Premises Rented To You shown in the Declaration will apply to all damage proximately caused by the same event, whether such damage results from fire, sprinkler leakage or explosion or any combination of the three.

- b. Section III - Limits of Insurance** is amended to replace paragraph 6. with the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented to You Limit is the most we will pay under Paragraph A. Bodily Injury And Property Damage Liability for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, sprinkler leakage, or explosion, while rented to you or temporarily occupied by you with permission of the owner.

But the Limit of Insurance shown in the Declaration will apply to all damage proximately caused by the same event whether such damage results from fire, sprinkler leakage or explosion or any combination of the three.

- 2.** The Damage to Premises Rented To You Limit is \$300,000 unless a higher limit is shown on the declaration or change endorsement.

3. Paragraph 4.b. of the Other Insurance is amended as follows:  
The term "Fire" in Paragraph B. (1)(a)(i) is replaced by "Fire, Sprinkler Leakage, or Explosion"
4. Section 9.a. under SECTION V - DEFINITIONS is amended as follows:  
The term "fire" is replaced by "fire, sprinkler leakage, or explosion"

**M. Pollution Coverage For Upset Of Mobile Equipment**

The Insuring Agreement for "property damage" liability with respect to your operations is extended as follows:

1. We will pay those sums which you become legally obligated to pay for "property damage" cause directly by immediate, abrupt and accidental upset, overturn or collision of your "mobile equipment" while transporting "pollutants" which are intended for and normally used in your operations. The operations must be in compliance with local, state, and federal ordinances and laws.

**2. EXCLUSIONS**

- a. With regard only to the coverage provided by this extension K., SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, f. is deleted and replaced by the following for this extension only:

**f. Pollution**

Any loss, cost or expense arising out of any:

- 1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- 2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants."
- 3) Premises, site or location which is or was at any time owned, rented or loaned to any insured.

**N. Aggregate Limits Of Insurance (not applicable to Employee Benefits Liability Coverage)**

The General Aggregate Limit under SECTION III - LIMITS OF INSURANCE, Paragraph 2. applies separately to each of your "location(s)" owned by or rented to you or "project(s)" away from "location(s)" owned by or rented to you.

"Location" and/or "project" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**O. Supplementary Payments - Higher Limits**

Under SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

Paragraph 1.b. is replaced by the following:

Up to \$2000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Paragraph 1.d. is replaced by the following:

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 \$400 a day because of time off from work.

**P. Reasonable Force Expansion - Property Damage**

Exclusion 2.a. of Coverage A is replaced with the following:

**a. Expected Or Intended Injury**

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

exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

**Q. Lost Key Coverage**

**1. SECTION I - COVERAGES**

**COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

Exclusion **2.j.4)** Personal property in the care, custody or control of the insured is amended to add:

However, coverage for property of others in the care, custody or control of the insured is provided for the loss of keys which are in the possession of the insured or his “employees” subject to the following additional provisions:

- a.** The insurance afforded with respect to Lost Key Coverage shall not apply to “property damage” caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any insured or his employees or agents;
- b.** Our liability for all damages because of “property damage” to which this coverage applies shall be limited to the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks including cost of their installation. Subject to such limitation, our total liability for all damages as the result of any one occurrence shall not exceed \$25,000. Each claim is subject to a \$250 deductible.

**2. SECTION II - WHO IS AN INSURED**

The following is added to item **2.a.2)b)**:

However, coverage is provided for the loss of keys which are in the possession of the insured or his “employees,” subject to the following additional provisions:

- a.** The insurance afforded with respect to Lost Key Coverage shall not apply to “property damage” caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any insured or his “employees” or agents;
- b.** Our liability for all damages because of “property damage” to which this coverage applies shall be limited to the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks including cost of their installation. Subject to such limitation, our total liability for all damages as the result of any one occurrence shall not exceed \$25,000. Each claim is subject to a \$250 deductible.

**R. Personal and Advertising Injury Definition**

Under SECTION V – DEFINITIONS, 14.c. is replaced with the following:

The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor.

**S. The following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. OTHER INSURANCE:**

When this General Liability Plus endorsement provides coverage and such coverage is also provided by any other provision of this policy:

- a.** There shall be no duplication of the Limits of Insurance.
- b.** Any loss payment made under such other provisions shall reduce by such loss payments the Limits of Insurance available under the General Liability Plus endorsement.

**T. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended by adding:**

**LIBERALIZATION**

If we adopt a change in our Comprehensive General Liability Coverage forms or rules that would broaden the coverage without extra charge, the broader coverage will apply to this Coverage Form. It will apply when the change becomes effective in your state.

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

**LIMITED EXCLUSION - OPERATIONS COVERED BY A  
CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Location of Operation(s):** Any location for which coverage is or was provided by a consolidated (wrap-up) insurance program.

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- 1)** Provides coverage identical to that provided by this Coverage Part; or
- 2)** Has limits adequate to cover all claims.

This exclusion does not apply if:

- 1)** The consolidated (wrap-up) insurance program covering your operations has been cancelled, non-renewed or otherwise no longer applies for reasons other than the exhaustion of all available limits, whether such limits are available on a primary, excess or on any other basis. You must advise us of such cancellation, nonrenewal or termination as soon as practicable; or
- 2)** The "bodily injury" or "property damage" arises out of your operations that are incidental to the operations covered by the consolidated (wrap-up) insurance program but are not and were never intended to be covered by the consolidated (wrap-up) insurance program, and the "bodily injury" or "property damage" occurs away from the location of the operations covered by the consolidated (wrap-up) insurance program.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PREMISES POLLUTION LEGAL LIABILITY INSURANCE  
ENDORSEMENT - OKLAHOMA**

**THIS ENDORSEMENT PROVIDES CLAIMS MADE COVERAGE AND HAS DIFFERENT REPORTING  
REQUIREMENTS THAN OTHER PARTS OF THE POLICY.**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE\***

**Premises Pollution Legal Liability Aggregate Limit of Insurance** \$ \_\_\_\_\_

**Premises Pollution Legal Liability Each "Pollution Condition"  
Limit of Insurance** \$ \_\_\_\_\_

**Deductible Amount for Each "Pollution Condition"** \$ \_\_\_\_\_

**Retroactive Date:** \_\_\_\_\_

**Covered Locations:**

**\*(Information required to complete this endorsement, if not shown above, will be shown in the  
Declarations or Change Endorsement.)**

**A. The following is added to SECTION I - COVERAGES:**

**1. Premises Pollution Legal Liability Insurance**

- a. We will pay those sums that you become legally obligated to pay as damages or "cleanup costs" because of "loss" caused by a "pollution condition" provided that:
  - (1) The "loss" is caused by a "pollution condition" on, at, under or migrating from a "covered location";
  - (2) The "pollution condition" results in a "claim" against you;
  - (3) The "pollution condition" takes place, and the "claim" is brought and maintained at all times in the "coverage territory"; and
  - (4) The "claim" is first made against you during the policy period and reported by you to us, in writing, during the policy period or, where applicable, the "extended reporting period".
- b. We have the right and duty to defend you against any "claim" seeking damages or "cleanup costs" because of "loss" to which **Premises Pollution Legal Liability Insurance** applies. However, we have no duty to defend you against any "claim" to which **Premises Pollution Legal Liability Insurance** does not apply.
- c. When we have a duty to defend, we will pay on your behalf "legal expense" incurred as a result of a "claim" against you seeking damages or "cleanup costs" because of "loss" to which **Premises Pollution Legal Liability Insurance** applies.
- d. We may, at our discretion, investigate any "occurrence" or "pollution condition" and settle any "claim" that may result. However, the amount that we will pay for damages, "cleanup costs" and "legal expense" under **Premises Pollution Legal Liability Insurance** is limited as described in **SECTION**

**III – LIMITS OF INSURANCE**, as amended by paragraph **C.** of this endorsement. Our right and duty to defend under this endorsement end once the applicable Limit of Insurance shown in the Schedule of this endorsement, Declarations or Change Endorsement has been used up in the payment of “damages”, “cleanup costs”, settlements or judgments, or any combination thereof, to which **Premises Pollution Legal Liability Insurance** applies.

- e. No other obligation or liability to pay sums or perform acts or services is covered under this endorsement.

## **2. Exclusions**

**Premises Pollution Legal Liability Insurance** does not apply to:

### **a. Known Circumstances or Conditions**

- (1) A “pollution condition”, “loss” or “claim” known by any insured prior to the policy period; or
- (2) A circumstance or condition known by any insured prior to the inception of the policy period where an insured should have reasonably foreseen that a “pollution condition”, “loss” or “claim” would result.

### **b. Workers Compensation and Similar Laws**

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

### **c. Employers Liability**

“Bodily injury” to:

- (1) An “employee” of any insured arising out of and in the course of employment by any insured or the performance of duties related to the conduct of any insured's business; or
- (2) To the spouse (including the domestic partner or civil union partner recognized under the law of any applicable jurisdiction in the “coverage territory”), child, parent, brother or sister of that “employee” as a consequence of (1) above.

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

This exclusion does not apply to liability assumed by you under an “insured contract”, provided that:

- (1) the “insured contract” is in writing and signed by you;
- (2) the “pollution condition” first commenced after you signed the “insured contract”; and
- (3) the “pollution condition” is caused, in whole or in part, by you or by those acting on your behalf.

### **d. Contractual Liability**

“Loss” for which any insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages:

- (1) that you would have in the absence of the contract or agreement; or
- (2) assumed by you in a contract or agreement that is an “insured contract”, provided that:
  - i. the “insured contract” is in writing and signed by you;
  - ii. the “pollution condition” first commenced after you signed the “insured contract”; and
  - iii. the “pollution condition” is caused, in whole or in part, by you or by those acting on your behalf.

### **e. Transportation**

A “pollution condition”, “loss” or “claim” arising out of:

- (1) The ownership, operation, maintenance, use (including “loading or unloading”) or entrustment to others of any “auto”, “mobile equipment”, aircraft, watercraft, rolling stock or other mode of transportation, including any machinery or apparatus attached thereto or any cargo carried thereby; or
- (2) Waste or materials transported, removed or taken by anyone beyond the boundaries of a “covered location”.



**f. Goods, Products or Materials**

A "pollution condition", "loss" or "claim" arising out of any goods, materials or products manufactured, sold, distributed, designed, handled, supplied, altered, repaired or disposed of by any insured or by others under license or trading under an insured's name.

**g. Intentional Acts**

A "pollution condition", "loss" or "claim" arising out of any actual or alleged:

- (1) Intentional disregard of, or non-compliance with any statute, regulation, ordinance, law or order by or at the direction of any insured or its agent; or
- (2) Fraudulent, dishonest or malicious conduct by or at the direction of any insured or its agent.

**h. Hostile Acts**

A "pollution condition", "loss" or "claim" arising from any consequence, whether direct or indirect, of war (whether declared or not declared), invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, military action, usurped power, strike, riot or civil commotion.

**i. Professional Liability**

A "pollution condition", "loss" or "claim" arising out of the rendering of or failure to render professional services.

**j. Asbestos**

Any "loss," "pollution condition," cost, expense or "claim" which would not have occurred, in whole or in part, but for the actual, alleged or threatened existence of, presence of, inhalation of, ingestion of, use of, handling of, contact with or exposure to asbestos in any form, including products containing asbestos, asbestos fibers, asbestos dust and asbestos containing materials.

This exclusion applies regardless of:

- (1) The cause of the "loss," "pollution condition," cost, expense or "claim," or
- (2) Whether the "loss," "pollution condition," cost, expense or "claim" is related to any product, services or operations of an insured.

**k. Lead**

Any "loss," "pollution condition," cost, expense or "claim" which would not have occurred, in whole or in part, but for the actual, alleged or threatened existence of, presence of, inhalation of, ingestion of, use of, handling of, contact with or exposure to lead, lead-based paint or any material containing lead or lead-based paint.

This exclusion applies regardless of:

- (1) The cause of the "loss," "pollution condition," cost, expense or "claim"; or
- (2) Whether the "loss," "pollution condition," cost, expense or "claim" is related to any product, services or operations of an insured.

**l. Fines, Penalties, Punitive and Multiplied Damages**

Any actual or alleged "claim" or liability for, or amount consisting of, a fine, penalty, punitive damages, exemplary damages or multiplied damages.

**m. Equitable and Other Types of Relief**

Any actual or alleged "claim" or liability for equitable relief, restitution or the return of money for work or services.

**n. Retroactive Date**

A "loss" or "claim" arising out of a "pollution condition" that commenced before the Retroactive Date shown in the Schedule of this endorsement, Declarations or Change Endorsement. For the purpose of this exclusion, a "pollution condition" that commenced before the Retroactive Date shown in the Schedule of this endorsement, Declarations or Change Endorsement includes any dispersal, migration or further movement of such "pollution condition" on or after the Retroactive Date shown in the Schedule of this endorsement, Declarations or Change Endorsement.

**o. Nuclear or Radioactive Waste and Materials**

A "pollution condition," "loss" or "claim" which would have not occurred, in whole or in part, but for the actual, alleged or threatened contact with, exposure to, existence of or presence of any nuclear or radioactive material, waste or condition.

**p. Non-cumulation**

Any "occurrence," "claim," "loss" or "pollution condition," including the same, related, repeated or continuous "pollution conditions", that was:

- (1) Reported to us or our affiliate under a policy issued to us or our affiliate prior to the inception of the policy period of this policy; or
- (2) Reported to another insurance company or its agent prior to the inception of the policy period of this policy.

**q. Divested Property**

Any "claim" or "loss" arising out of "pollution condition" on, at, under or migrating from a "covered location" where the actual or alleged "pollution condition" commenced after the time the "covered location" is sold, given away or abandoned by an insured, or is condemned.

**r. Insured Versus Insured**

Any "claim" by an insured against another insured.

**s. Related Persons or Organizations**

Any "claim" by a person or organization:

- (1) That wholly or partially owns, operates, manages or controls any insured;
- (2) In which any insured has a direct or indirect ownership interest;
- (3) That is controlled, operated or managed by any insured; or
- (4) That is an affiliate of any insured.

**t. Property**

"Property damage" to:

- (1) Property that is or was at any time owned, rented or occupied by any insured; or
- (2) Personal property in the care, custody or control of any insured.

Paragraph (1) of this exclusion does not apply to "cleanup costs" because of "environmental damage" caused by a "pollution condition" on, at, under or migrating from a covered location.

**u. Mold Matter**

A "pollution condition," "loss" or "claim" which would have not occurred, in whole or in part, but for the actual, alleged or threatened contact with, exposure to, existence of or presence of any "mold matter."

**v. Underground Storage Tanks**

A "pollution condition", "loss" or "claim" arising out of the past or current existence of an "underground storage tank" on, at, under or migrating from a "covered location".

**w. Material Change in Use or Operations**

A "pollution condition," "loss" or "claim" arising out of a material change in the use of, or a material change in the operations at, any "covered location" from those set forth by any insured in the Application or related materials as of the inception date of the policy period of this policy.

**B.** For the purposes of coverage provided by this endorsement, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, COVERAGE C MEDICAL PAYMENTS and SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** in **SECTION I – COVERAGES** do not apply.

**C.** For the purposes of coverage provided by this endorsement, **SECTION III – LIMITS OF INSURANCE** is replaced by the following:

1. The Limits of Insurance shown in the Schedule of this endorsement, Declarations or Change Endorsement and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;

- b. "Claims";
  - c. Persons or organizations making a "claim";
  - d. Governmental actions taken with respect to "cleanup costs" or
  - e. "Pollution conditions".
2. The Premises Pollution Legal Liability Aggregate Limit of Insurance shown in the Schedule of this endorsement, Declarations or Change Endorsement is the most we will pay for all damages and "cleanup costs" for which insurance is afforded under **Premises Pollution Legal Liability Insurance**.
  3. Subject to paragraph 2. above, the Premises Pollution Legal Liability Each "Pollution Condition" Limit of Insurance shown in the Schedule of this endorsement, Declarations or Change Endorsement is the most we will pay for the sum of all damages and "cleanup costs" arising out of a single "pollution condition" for which insurance is afforded under **Premises Pollution Legal Liability Insurance**. All "loss" arising out of the same, related, repeated or continuous "pollution conditions" shall be deemed to arise out of a single "pollution condition."
  4. Our right and duty to defend under this endorsement end once the applicable Limit of Insurance shown in the Schedule of this endorsement, Declarations or Change Endorsement has been used up in the payment of damages, "cleanup costs", settlements or judgments, or any combination thereof, to which **Premises Pollution Legal Liability Insurance** applies.
  5. If we initially defend an insured or pay for an insured's defense, but later determine that the "claim" is not covered under this insurance, we will have the right to reimbursement for the "legal expense" we have incurred. The right to reimbursement for "legal expense" under this provision will only apply to "legal expense" we have incurred after we notify you that there may not be coverage, and that we are reserving our rights to terminate the defense and seek reimbursement for "legal expense".
6. **Deductible Amount**
    - a. Our obligations under **Premises Pollution Legal Liability Insurance** to pay damages and "cleanup costs" apply only to the amount of damages and "cleanup costs" in excess of the Deductible Amount, if any, shown in the Schedule of this endorsement, Declarations or Change Endorsement.
    - b. The Deductible Amount shown in the Schedule of this endorsement, Declarations or Change Endorsement applies to each "Pollution Condition."
    - c. The terms of insurance afforded under **Premises Pollution Legal Liability Insurance**, including those with respect to:
      - (1) Our right and duty to defend any "claim" against the insured seeking damages or "cleanup costs," and
      - (2) Your duties in the event of an "occurrence", "pollution condition," "loss" or "claim" apply irrespective of the application of the Deductible Amount.
    - d. We may pay any part or all of the Deductible Amount for "cleanup costs" or damages, or to effect settlement of any "claim," to which **Premises Pollution Legal Liability Insurance** applies. Upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount which we have paid.
  7. **Insurance Under Multiple Policies**
    - a. Notwithstanding anything to the contrary in this policy or any other policy issued by us or a company affiliated with us, under no circumstances will more than one policy issued by us or a company affiliated with us apply to:
      - (1) any "loss" or "pollution condition" that occurs or continues through more than one policy period of two or more policies (including this policy) issued by us or a company affiliated with us; or
      - (2) "claim" and "loss" arising out of the same, related, repeated or continuous "pollution condition".
    - b. Subject to paragraph c. below, if more than one policy issued by us or a company affiliated with us would otherwise apply to any "loss" or "pollution condition" that occurs or continues through more than one policy period of two or more policies (including this policy) issued by us or a company affiliated with us, the only policy that will respond is the policy with the earliest inception date. No other policy will respond, even if the limits of the policy with the earliest inception date have been impacted or exhausted by payment(s) by us.

- c. The most we will pay for the total of all “claim” and “loss” arising out of the same, related, repeated or continuous “pollution condition” under all policies issued by us or a company affiliated with us is the Each “Pollution Condition” Limit of Insurance set forth in the policy with the earliest inception date of all applicable policies issued by us or a company affiliated with us.
- D. For the purposes of coverage provided by this endorsement, paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** in **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:
  - 2. Duties in the Event of an “Occurrence,” “Pollution Condition,” “Loss” or “Claim”**
    - a. The insured must see to it that we are notified as soon as practicable of any “occurrence,” “pollution condition” or “loss” which may result in a “claim.” To the extent possible, notice should include:
      - (1) How, when and where the “occurrence,” “pollution condition” or “loss” took place;
      - (2) The names and addresses of any person involved and/or having knowledge of the “occurrence,” “pollution condition” or “loss”; and
      - (3) The nature of any resulting harm, injury or damage.
    - b. If a “claim” is made or brought against an insured, the insured must:
      - (1) Immediately record the specifics of the “claim” and the date it was received;
      - (2) Notify us as soon as practicable; and
      - (3) Provide written notice of the “claim” as soon as practicable.
    - c. The insured must:
      - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with a “claim”;
      - (2) Authorize us to obtain records and other information;
      - (3) Cooperate with us in the investigation, settlement or defense of the “claim”; and
      - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of “loss” to which the insurance under this endorsement applies.
    - d. No insured will, except at its own cost, voluntarily make a payment, assume any obligation, admit liability, or incur any expense without our written consent.
- E. For the purposes of coverage provided by this endorsement, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended by the addition of the following condition:
  - 1. If insurance is available under **Premises Pollution Legal Liability Insurance** and also available under “other intra-policy insurance” for the same “loss”, damage or injury, our obligations are limited as follows:
    - a. Any insurance available under **Premises Pollution Legal Liability Insurance** is primary, and there will be no contribution from or concurrent coverage with “other intra-policy insurance” that would otherwise be applicable; and
    - b. Any available “other intra-policy insurance” is excess over any insurance available under **Premises Pollution Legal Liability Insurance**, including amounts within the Deductible Amount shown in the Schedule of this endorsement, Declarations or Change Endorsement.
    - c. When “other intra-policy insurance” is excess, we will have no duty under “other intra-policy insurance” to defend you against any “claim” if we have the duty to defend you under **Premises Pollution Legal Liability Insurance**.
  - 2. Coverage under this endorsement is provided based on information in your signed GENERAL LIABILITY SUPPLEMENTAL APPLICATION – POLLUTION LIABILITY. Information provided in the Application that is deemed to be a misrepresentation of a material fact will rescind coverage for a “claim” where such misrepresentation was relied upon by us to provide coverage to you.
- F. For the purposes of coverage provided by this endorsement, the following **Extended Reporting Period** provisions are added:
  - Extended Reporting Period**
    - 1. You are entitled to a ninety (90) day extended reporting period, commencing on the last day of the policy period. The ninety (90) day extended reporting period applies to a “claim” first made during the policy

period and reported to us, in writing, during the ninety (90) day extended reporting period.

2. The ninety (90) day extended reporting period applies only if we cancel or non-renew this policy or the **Premises Pollution Legal Liability Insurance** for a reason other than non-payment of premium, fraud or misrepresentation.
  3. For the purposes of the Extended Reporting Period provisions, the quotation of different terms and conditions by us, and your choice not to accept the quoted terms and conditions, will not be construed as a non-renewal of this policy or the **Premises Pollution Legal Liability Insurance**.
  4. The ninety (90) day extended reporting period does not extend the policy period, change the scope of coverage provided, or reinstate or increase any limit of insurance.
- G. For the purposes of coverage provided by this endorsement, the following definitions are added to **SECTION V – DEFINITIONS**:
23. "Claim" means a lawsuit or governmental action alleging legal liability on the part of the insured.
  24. "Cleanup costs" means costs and expenses incurred to investigate, assess, remove, dispose of, treat, abate, contain or neutralize a "pollution condition."
  25. "Covered location" means each location shown in the Schedule of this endorsement, Declarations or Change Endorsement and all newly acquired locations during the policy period which are disclosed to us in writing during the policy period.
  26. "Environmental damage" means the injurious presence in or upon land, the atmosphere, or any watercourse or body of water of solid, liquid, gaseous or thermal contaminants, irritants or "pollutants."
  27. "Extended reporting period" means the ninety (90) day extended reporting period as set forth in paragraph F. of this endorsement above.
  28. "Legal expense" means reasonable and necessary legal fees, charges and expenses incurred in the investigation and defense of a "claim," provided such costs, charges and expenses are authorized by us. "Legal expense" does not include any expense that is incurred by an insured in assisting in the investigation, defense or resolution of a "claim."
  29. "Loss" means "bodily injury", "property damage" or "environmental damage".
  30. "Mold matter" means mold, mildew or any type or form of fungus, including mycotoxins, spores or by-products produced or released by fungi.
  31. "Other intra-policy insurance" means insurance provided under the terms of the policy other than the **Premises Pollution Legal Liability Insurance** afforded by this endorsement.
  32. "Pollution condition" means the discharge, dispersal, release, escape, seepage or migration of "pollutants" into or upon land, the atmosphere, or any watercourse or body of water.
  33. "Underground storage tank" means a stationary container or vessel, including the associated piping connected thereto, which is ten percent (10%) or more beneath the surface of the ground and is:
    - a. constructed primarily of non-earthen materials; and
    - b. designed to contain any substance.
- H. For the purposes of coverage provided by this endorsement, Definition 4. "coverage territory" of **SECTION V – DEFINITIONS** is replaced by the following:
4. "Coverage territory" means the United States and its territories and possessions.
- I. For the purposes of coverage provided by this endorsement, in the event that there is a conflict between a definition of a term in this endorsement and a definition of a term elsewhere in the policy, the definition of the term in this endorsement shall control.

All other terms and conditions of this policy remain unchanged.

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

## **AMENDMENT OF LIQUOR LIABILITY EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following replaces Exclusion **c.** under Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability**:

#### **2. Exclusions**

This insurance does not apply to:

##### **c. Liquor Liability**

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

- 1)** Causing or contributing to the intoxication of any person;
- 2)** The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- 3)** Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

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

- (a)** The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b)** Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

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

This exclusion applies only if you:

- 1)** Manufacture, sell or distribute alcoholic beverages;
- 2)** Serve or furnish alcoholic beverages for a charge whether or not such activity:
  - a)** Requires a license;
  - b)** Is for the purpose of financial gain or livelihood; or
- 3)** Serve or furnish alcoholic beverages without a charge, if a license is required for such activity.