

**COMMERCIAL LINES POLICY
COMMON POLICY DECLARATIONS**

**GRINNELL MUTUAL
REINSURANCE COMPANY**

4215 HIGHWAY 146, PO BOX 790
GRINNELL, IA 50112-0790
800-362-2041

Renewal Declaration
Policy Number: 0000888500
Account Number: 008121488

EFFECTIVE: 05/29/20

Agent #: 3290 12-300-41 A

Named Insured and Mailing Address:

Agent Name and Address:

KOZLOWSKI PAINTING COMPANY
510 OAKHURST AVE
NORTH VERSAILLES PA 15137

HMM INSURORS
PO BOX 1138
MOON TOWNSHIP PA 15108

412-893-2500
CO-FILES: 0000888497

Policy Period: From: 05/29/20 To: 05/29/21 12:01 A.M. Standard Time, at your mailing address shown above.
Business Description: PAINTING

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

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGES FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

		PREMIUM
Commercial General Liability Coverage Part	\$	1,062
Certified Acts of Terrorism	\$	5

** MINIMUM PREMIUM	ANNUAL PREMIUM	\$	1,067
	PREMIUM DUE		
	RETURN PREMIUM		

FORM(S) AND ENDORSEMENT(S) MADE A PART OF THIS POLICY AT THE TIME OF ISSUE:*
Refer To Forms Schedule

*Omits applicable Forms and Endorsements if shown in specific Coverage Form Declarations.

*This is not a bill. You will be receiving a billing statement under Account Number: 008121488

Countersignature Date: _____ Authorized Representative: _____

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

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COMMERCIAL GENERAL LIABILITY COVERAGE DECLARATIONS

**GRINNELL MUTUAL
REINSURANCE COMPANY**

4215 HIGHWAY 146, PO BOX 790
GRINNELL, IA 50112-0790
800-362-2041

Limits of Insurance:

\$ 2,000,000	General Aggregate Limit (Other Than Products – Completed Operations)
\$ 2,000,000	Products/Completed Operations Aggregate Limit
\$ 1,000,000	Personal and Advertising Injury Limit
\$ 1,000,000	Each Occurrence Limit
\$ 100,000	Damage To Premises Rented To You
\$ 5,000	Medical Expense Limit (Any One Person)

Form of Business: Limited Liability Company (LLC)

Location of All Premises You Own, Rent, or Occupy and Classifications	Code #	Premium Basis	Rates		Advance Premiums	
			Prem./Ops.	Prod/Comp. Ops.	Prem./Ops.	Prod/Comp. Ops.
Prem # 001: 510 OAKHURST AVE NORTH VERSAILLES, PA 15137						
Painting - exterior - buildings or s	98304	25400	27.475	7.719	698	196
Painting - interior - buildings or s	98305	8000	18.425	2.581	147	21
Contractors - subcontracted work - i	91585	IF ANY	2.854	2.913	0	0

Audit Premium: Annual

TOTAL PREMIUM FOR THIS COVERAGE PART:

\$ 1,062

The premium shown above as the TOTAL PREMIUM FOR THIS COVERAGE PART is a deposit premium only. The final earned premium for the period of time insurance coverage is provided by this coverage part shall be determined by audit. See Item 5. Premium Audit, in SECTION IV-COMMERCIAL GENERAL LIABILITY CONDITIONS of CG 00 01 for a complete explanation.

FORM(S) AND ENDORSEMENT(S) APPLICABLE TO THIS COVERAGE PART:

Refer to Forms Schedule & Variable Forms Schedule

* - Products Completed Operations are Subject to the General Aggregate Limit

FORMS SCHEDULE

GRINNELL MUTUAL REINSURANCE COMPANY

4215 HIGHWAY 146, PO BOX 790
GRINNELL, IA 50112-0790
800-362-2041

POLICY NUMBER: 0000888500

FORMS AND ENDORSEMENTS APPLYING TO THIS COVERAGE PART AND MADE A PART OF THIS POLICY AT TIME OF ISSUE:

FORM	EDITION	DESCRIPTION
CG0001	04-13	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG0300	01-96	DEDUCTIBLE LIABILITY INSURANCE
CG2106	05-14	EXCLUSION -- ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFOR
CG2109	06-15	EXCLUSION -- UNMANNED AIRCRAFT
CG2132	05-09	COMMUNICABLE DISEASE EXCLUSION
CG2147	12-07	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG2167	12-04	FUNGI OR BACTERIA EXCLUSIONS
CG2170	01-15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
CG3353	05-14	EXCLUSION -- ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFOR
GMGL1787	03-16	EMPLOYEE BODILY INJURY TO A CO-EMPLOYEE
GMGL1815	03-16	ASBESTOS, LEAD, AND SILICA OR SILICA-RELATED DUST EXCLUSION
GMGL1823	10-19	AMENDMENT - LIQUOR LIABILITY EXCLUSION
GMIL1791	11-16	AMENDMENT TO DEFINITION OF POLLUTANTS
GMIL4641	07-15	OIL, GAS, AND INJECTION WELL LIABILITY EXCLUSION
GMIL4660	01-18	MUTUAL CONDITIONS
GMIL4663	03-16	ANTI-STACKING OF LIMITS OF LIABILITY ENDORSEMENT
GMIL4687	10-19	IMPORTANT NOTICE TO COMMERCIAL POLICYHOLDERS
GMIL4692	05-20	CYBER LIABILITY AND BREACH RESPONSE COVERAGE WAIVER
GMIL4695	05-20	CYBER-ATTACK INJURY EXCLUSION
GMIL4706	01-03	PUNITIVE DAMAGES EXCLUSION
GMIL4778	05-18	THE PREMIUM AUDIT
GMIL4787	03-16	DISTRIBUTION, COLLECTION, OR USE OF MATERIAL IN VIOLATION OF LAW EX
GMIL4797	01-12	CIVIL UNION COVERAGE ENDORSEMENT
GMIL7011	01-15	CERTIFIED ACTS OF TERRORISM - UNITED STATES REIMBURSEMENT
GMRC7007	01-15	NOTICE - OFFER OF COVERAGE FOR CERTIFIED ACTS OF TERRORISM, DISCLOS
IL0003	09-07	CALCULATION OF PREMIUM
IL0017	11-98	COMMON POLICY CONDITIONS
IL0021	07-02	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL0120	10-13	PENNSYLVANIA CHANGES - DEFENSE COSTS
IL0246	09-07	PENNSYLVANIA CHANGES - CANCELLATION AND NONRENEWAL
IL0910	07-02	PENNSYLVANIA NOTICE

**GRINNELL MUTUAL REINSURANCE COMPANY
VARIABLE FORMS/PREMIUM SCHEDULE**

POLICY NO.: 0000888500

AGENT: 3290 12-300-41

FORM	DESCRIPTION	LIMIT/DED	PREMIUM
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**GRINNELL MUTUAL REINSURANCE COMPANY
VARIABLE FORMS/PREMIUM SCHEDULE**

POLICY NO.: 0000888500

AGENT: 3290 12-300-41

FORM	DESCRIPTION	LIMIT/DED	PREMIUM
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**GRINNELL MUTUAL REINSURANCE COMPANY
VARIABLE FORMS/PREMIUM SCHEDULE**

POLICY NO.: 0000888500

AGENT: 3290 12-300-41

FORM	DESCRIPTION	LIMIT/DED	PREMIUM
CG0300	DEDUCTIBLE LIABILITY INSURANCE Property Damage Liability PER OCCURRENCE	\$ 250	
	Application of Endorsement: THIS DEDUCTIBLE APPLIES TO ALL PROPERTY DAMAGE LIABILITY ARISING OUT OF PAINTING - EXTERIOR - BUILDINGS OR STRUCTU, PAINTING - INTERIOR - BUILDINGS OR STRUCTU OPERATIONS.		

IMPORTANT NOTICE TO COMMERCIAL POLICYHOLDERS

NOTICE OF PREMIUM CHANGE

Dear Policyholder,

Grinnell Mutual Reinsurance Company values the opportunity to provide you with your insurance protection. Attached to this Important Notice is your renewal policy issued by Grinnell Mutual Reinsurance Company.

As a part of routine practices, Grinnell Mutual Reinsurance Company revises rates to reflect changes within the marketplace and the risk insured. State law requires us to notify you prior to your renewal date of any changes to the policy premium. Your renewal premium may have changed and can be found on the Declarations of your attached renewal policy.

If you feel these changes do not meet your needs, you have the right to cancel this policy by contacting your agent to complete the request.

If you have any questions, please contact your agent as we want you to be completely satisfied with your insurance protection and service.

PRIVACY NOTICE

Grinnell Mutual appreciates the trust you place in us when you provide us with the personal information we need from you when you purchase insurance from us. We take our obligation to protect your information seriously. This notice provides you with an explanation of where we get information about you when we write your insurance policies and to whom we disclose that information.

In the course of issuing or processing a policy or handling a claim, we may collect information about you from:

- The insurance application or other forms (for example, your name, address, date of birth and social security number);
- Your transactions with us (such as payment and claims histories);
- Consumer reporting agencies (such as your credit or claims history);
- Your insurance agent (such as updated information pertinent to your account or information about your policies with other insurers);
- Government agencies such as the Department of Motor Vehicles (your driving record).

In addition, if you make a claim for medical payments, we may request information pertaining to your medical history and treatment.

We treat your personal information with respect and concern for your privacy. We do not sell any of your personal information to any third party. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard the information we obtain from you. In the course of our normal insurance business transactions, we may disclose some information about you to nonaffiliated third parties, but only as permitted by law. Examples of some organizations to whom we might give information are:

- Independent claims adjusters, claims representatives of other involved insurance companies, or appraisers who would need the information to adjust your claims;
- A law firm we might hire to defend you in the event of a claim against you;
- Your insurance agent, to allow for servicing of your policy;
- Insurance rating organizations who require information for actuarial purposes;
- Other named insureds on your insurance policy;
- Law enforcement or other agencies in response to a subpoena or threat of one, or in connection with suspected fraudulent claims;
- Our affiliated insurance companies and the county, town, township, or statewide mutual insurance companies with whom we do business.

If you have questions about this policy, you may contact us on our website at www.grinnellmutual.com or by writing to:

Privacy
Grinnell Mutual
4215 Highway 146
PO Box 790
Grinnell, IA 50112-0790

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

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

Coverage	SCHEDULE	Amount and Basis of Deductible	
		PER CLAIM	or PER OCCURRENCE
Bodily Injury Liability OR		\$	\$
Property Damage Liability OR		\$	\$
Bodily Injury Liability and/or Property Damage Liability Combined		\$	\$

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

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):

- A.** Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.
- B.** You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:
 - 1. PER CLAIM BASIS.** If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:
 - a.** Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
 - b.** Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or
 - c.** Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
 - (1)** "Bodily injury";
 - (2)** "Property damage"; or
 - (3)** "Bodily injury" and "property damage" combined

as the result of any one "occurrence".

If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.

With respect to "property damage", person includes an organization.

2. PER OCCURRENCE BASIS. If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:

- a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
- b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
- c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
 - (1) "Bodily injury";
 - (2) "Property damage"; or
 - (3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

C. The terms of this insurance, including those with respect to:

- 1. Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2. Your duties in the event of an "occurrence", 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 has been paid by us.



4215 Highway 146 PO Box 790 Grinnell IA 50112-0790

**NOTICE OFFER OF COVERAGE FOR CERTIFIED ACTS OF TERRORISM
DISCLOSURE OF PREMIUM
REJECTION STATEMENT**

Coverage for certified 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 that is 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. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019; and 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance

Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The premium for this insurance policy includes coverage for losses resulting from an act of terrorism certified under the federal program in the amount of:

\$ 5.00

You may choose to reject this coverage. If you do so, your premium will be reduced by the amount shown above and you will receive an endorsement removing coverage for losses resulting from an act of terrorism certified under the federal program.

To reject this coverage, sign the rejection statement below and return this notice to us within 30 days by mailing it to:

**Commercial Underwriting Support
Grinnell Mutual Reinsurance Company
PO Box 790
Grinnell, IA 50112-0790**

If we do not receive this notice indicating your rejection, the coverage for losses resulting from an act of terrorism certified under the federal program will apply to this policy and you will be responsible for payment of the premium.

REJECTION STATEMENT. I hereby reject coverage for losses resulting from an act of terrorism certified under the federal program established through the Terrorism Risk Insurance Act. I understand that this rejection results in there being no coverage for losses resulting from an act of terrorism certified under the federal program.

KOZLOWSKI PAINTING COMPANY

Policy #: 0000888500

Agent #: 1230041

Signature of Policyholder or Authorized Representative
if Policyholder is not an individual

Print Name of Person Signing Above

Date

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

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

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

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

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

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

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

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

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

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

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

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

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

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

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

c. Liquor Liability

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

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

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

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

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

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

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

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

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

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

f. Pollution

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

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

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

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

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

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

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

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

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

i. War

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

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

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

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

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

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

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

k. Damage To Your Product

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

l. Damage To Your Work

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

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

m. Damage To Impaired Property Or Property Not Physically Injured

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

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

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

n. Recall Of Products, Work Or Impaired Property

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

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

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

o. Personal And Advertising Injury

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

p. Electronic Data

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

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

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

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

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

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

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

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

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

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

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

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

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

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

b. Material Published With Knowledge Of Falsity

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

c. Material Published Prior To Policy Period

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

d. Criminal Acts

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

e. Contractual Liability

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

f. Breach Of Contract

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

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

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

h. Wrong Description Of Prices

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

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

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

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

j. Insureds In Media And Internet Type Businesses

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

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

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

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

k. Electronic Chatrooms Or Bulletin Boards

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

l. Unauthorized Use Of Another's Name Or Product

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

m. Pollution

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

n. Pollution-related

Any loss, cost or expense arising out of any:

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

o. War

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

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

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

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

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

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

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

c. Injury On Normally Occupied Premises

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

d. Workers' Compensation And Similar Laws

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

e. Athletics Activities

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

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

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

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

These payments will not reduce the limits of insurance.

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

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

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

SECTION II – WHO IS AN INSURED

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

2. Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage **B**.

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

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

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

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

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

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

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

3. Legal Action Against Us

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

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

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

4. Other Insurance

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

a. Primary Insurance

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

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.
- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

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

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

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

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

c. Method Of Sharing

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

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

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

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

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

7. Separation Of Insureds

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

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

9. When We Do Not Renew

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

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

SECTION V – DEFINITIONS

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

However, "auto" does not include "mobile equipment".

- 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- 4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

- 5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
- 7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

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

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

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

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

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

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

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

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

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

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

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

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

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

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

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

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

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

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

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

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

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

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

21. "Your product":

a. Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2)** The providing of or failure to provide warnings or instructions.

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

22. "Your work":

a. Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2)** The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**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.

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.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**
- 2. Exclusions**
- This insurance does not apply to:
- Fungi Or Bacteria**
- a.** "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
 - b.** Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.
- This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.
- B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**
- 2. Exclusions**
- This insurance does not apply to:
- Fungi Or Bacteria**
- a.** "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
 - b.** Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.
- C. The following definition is added to the Definitions Section:**
- "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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 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:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

I. 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.

PLEASE READ THIS ENDORSEMENT CAREFULLY, AS IT MODIFIES THE POLICY.

EMPLOYEE BODILY INJURY TO A CO-EMPLOYEE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, e. Employer’s Liability is expanded by addition of the following:

This exclusion does not apply if:

- (1) An “employee” injures or causes the death of a co-“employee” or “volunteer worker” in the course of employment or while performing duties related to the conduct of your business; and
- (2) The co-“employee” or “volunteer worker”, or his/her spouse, child, parent, brother, sister, or estate files a civil claim or “suit” for recovery of legal damages due to the injury to or death of the co-“employee” or “volunteer worker”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS, LEAD, AND SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

2. Exclusions of SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY and SECTION I – COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY are expanded by addition of the following exclusions:

A. Asbestos

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of:
 - a. Inhalation, ingestion, or prolonged physical exposure to "asbestos" or goods or products containing "asbestos", including lung-related diseases, such as, but not limited to, asbestosis, mesothelioma, or cancer;
 - b. The use of "asbestos" in constructing or manufacturing any good, product, or structure;
 - c. The removal of "asbestos" from any good, product, or structure; or
 - d. The manufacture, sale, transporting, storage, or disposal of "asbestos" or goods or products containing "asbestos";
2. 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 "asbestos";
3. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with paragraphs 1.a. through d. or 2., above; or
4. Any obligation to share damages with or repay someone else who must pay damages in connection with paragraphs 1., 2., or 3. above.

B. Lead

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of, resulting from, caused by or contributed to by the toxic or pathological properties of "lead", such as but not limited to "lead" from paint, water, plumbing solder, pipe, and fixtures;
2. Any cost or expense to test for, monitor, abate, encapsulate, mitigate, remove or dispose of "lead", such as but not limited to "lead" included in paint, water, plumbing solder, pipe and fixtures;
3. Any supervision, instructions, recommendations, requests, warnings or advice given or which should have been given in connection with paragraphs 1. and 2. above; or
4. Any obligation to share damages with or repay someone else who must pay damages in connection with paragraphs 1., 2. or 3. above.

C. Silica Or Silica-Related Dust

1. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica", "silica-related dust", or "silica" included as a constituent part of a product, such as, but not limited to, paint, brick, tile, gravel, concrete, fiberboard, and residential or commercial construction.
2. "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", "silica-related dust", or "silica" included as a constituent part of a product, such as, but not limited to, paint, brick, tile, gravel, concrete, fiberboard, and residential or commercial construction materials;

3. "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", "silica-related dust", or "silica" included as a constituent part of a product, such as, but not limited to, paint, brick, tile, gravel, concrete, fiberboard, and residential or commercial construction materials;
4. 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", "silica-related dust", by any insured or by any other person or entity;
5. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with paragraphs 1., 2., 3., and 4. above; or

Any obligation to share damages with or repay someone else who must pay damages in connection with paragraphs 1., 2., 3., 4., or 5. above.

For the purposes of this endorsement, the following are added to **SECTION V – DEFINITIONS**:

1. "Asbestos" means any of several silicate minerals, including chrysotile, that readily separate into long flexible fibers suitable for use as a noncombustible, nonconducting, or chemically-resistant material, whether in pure form or included in other products or substances.
2. "Lead" means lead, lead compounds or lead contained in any materials, including lead from paint or water, and any dust therefrom.
3. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
4. "Silica-related dust" means a mixture or combination of "silica" and other dust or particles.

PLEASE READ THIS ENDORSEMENT CAREFULLY, AS IT MODIFIES THE POLICY.

AMENDMENT LIQUOR LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, c. Liquor Liability of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** or **SECTION I – COVERAGES, PRODUCTS/COMPLETED OPERATIONS, 2. Exclusions, c. Liquor Liability** of the **PRODUCTS COMPLETED OPERATIONS LIABILITY COVERAGE FORM** is deleted and replaced by the following:

2. Exclusions

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) Permitting persons to bring alcoholic beverages onto the premises, and consume those alcoholic beverages to a state of intoxication;
- (3) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (4) Any statute, ordinance, or regulation relating to the sale, gift, distribution, or use of alcoholic beverages.

This exclusion applies only if:

- (1) You manufacture, sell, or distribute alcoholic beverages;
- (2) You serve or furnish alcoholic beverages for a charge whether or not such activity:
 - (a) Requires a license; or
 - (b) Is for the purpose of financial gain or livelihood;
- (3) You serve or furnish alcoholic beverages without a charge, if a license is required for such activity;
- (4) Your liability arises from a violation of the provisions of the liquor control act or dramshop law of any state; or
- (5) You operate or own a restaurant, golf course, country club, or business at which prepared food is served or sold, and you permit a customer to bring alcoholic beverages onto your premises for consumption by that person or guests.

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PLEASE READ THIS ENDORSEMENT CAREFULLY, AS IT MODIFIES THE POLICY.

AMENDMENT TO DEFINITION OF POLLUTANTS

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
 COMMERCIAL GENERAL LIABILITY COVERAGE FORM
 COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM
 CONTRACTOR'S ERRORS AND OMISSIONS COVERAGE PART
 GARAGE COVERAGE FORM
 MOTOR CARRIER COVERAGE FORM
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM – COVERAGE FOR
 OPERATIONS OF DESIGNATED CONTRACTOR
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
 RAILROAD PROTECTIVE LIABILITY COVERAGE FORM**

The definition of "pollutants" as found within your policy is deleted and replaced with the following language:

"Pollutants" means any organic or inorganic substance, permitted or unpermitted, or material that is a solid, liquid, gas, radioactive, bacterial, fungal, thermal or other substance that can be toxic, hazardous, cause irritation to animals or persons, cause contamination to property and the environment or pose an unacceptable risk to public health, safety or welfare or to the environment including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, fibers, particles, sludge, by-products, waste (as currently defined at 40 C.F.R. Section 261.2 and Section 261.3 and as may be amended). Waste includes, without limitation, materials that have been, or are to be, injected, discarded, recycled, reconditioned or reclaimed.

"Pollutants" includes any acetone; adhesives; adipic acid; alcohols; alkaline copper quat; ammonia and ammonia solutions; anhydrous ammonia; arsenic; asphalt; aviation fuel; barium; benzene; biological waste; brake fluid (glycol mineral oil or silicon based); brine; bromine and compounds of bromine; butane; cadmium; carbon dioxide; cfc113; chlorinated hydrocarbons; chlorine and compounds of chlorine; chlorofluorocarbons; chloroform; chromate copper arsenate; chromium; chromium compounds; cleaning solutions; coatings; commercial garbage, refuse and trash; coolants; copper; creosote; cyclohexanone; cyclohexanone resins; degreasers; detergents; dichloromethane; diesel fuel; diethyl ketone; dimethyl ketone; dimethylmercury; dioxane; dioxin; diphenyl ketone; dry cleaning solvents; dyes; emulsions/emulsifiers; ethanol; ethanol fuel; ethylbenzene; Ethylene dibromide; ethylene dichloride; ethylene glycol; ethylmercury; exhaust particulate matter and gases; fertilizer; finishes; fluorine and compounds of fluorine; Freon; fuel oils; fungicides; gasoline; grease; heating oil; herbicides; hexavalent chrome; hexone; hexylene glycol; household garbage, refuse and trash; hydraulic fluid (composed of mineral oil or natural oil base stocks); hydrocarbons; hydrochlorofluorocarbons; impurities and wastes in used motor oil; industrial garbage, refuse and trash; industrial solvents; inert gases; inks; insecticides; isopropyl alcohol; kerosene; ketones (compounds and isomers); lacquer; leachate; lead and lead compounds; legal or illegal drugs and/or drug production bi-products; liquefied petroleum gas (LPG); lubricants; medical waste; mercury and compounds containing mercury; metal and compounds of metal; methanol; methyl acetone; methyl chloroform; methyl ethyl ketone; methyl isobutyl ketone; methyl isopropyl ketone; methyl ketone; methyl propanone; methyl propyl ketone; Methyl tert-butyl ether (MTBE); methyl vinyl ketone; methylene chloride; methylmercury; mineral oil; mineral spirits; motor oil; nano fibers; naphtha; naphtha compounds; naphthalene; natural gas; natural gas by-products; natural gas derivatives; n-butyl acetate; nitrogen oxides; ozone; paints; particles and tubes; pentachlorophenol; perchloroethylene; perfluorocarbons; peroxides; pesticides; petroleum; petroleum by-products; petroleum distillates; phenols and compounds of phenols; phenylmercury; polishes; polybrominated biphenyls (PBB); polychlorinated biphenyls; polynuclear aromatic hydrocarbons; propane; propylene glycol; quaternary ammonium cations (quats); quaternary ammonium compounds; quaternary ammonium salts; radioactive material; radioactive waste; refrigerants; resins; rodenticides; sealants; selenium; sewage; shellac; silica; silicon dioxide; soaps; soil amendments; solvent; strains; still-bottoms; Stoddard; styrene; substances related to coal-gasification processing; sulfate; sulfur hexafluoride; synthetic

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fuel; tar; tert-Amyl methyl ether (TAME); tetrachloroethene; tetrachloroethylene; Tetrahydrofuran; thallium; toluene; transmission fluid (mineral oil or synthetic); trichloroethane; trichloroethene; trichloroethylene; trimethylbenzenes; used motor oil; used oil; varnish; vinyl chloride; waste oil; wax; wood preservatives; xylene; zinc; 1,1,1-TCA; 1,1,2-TCA; 1,1,2-trichloro-1,2,2-trifluoroethane; 1,1-DCA; 1,1-DCE; 1,2-DCA; 1,2-DCE; 1,2-Dibromoethane; 1,2-Dichloroethylene; 1,4-dioxane; 2-butanone; 2-butoxyethanol; and 2-propanone.

In addition, "pollutants" includes, but is not limited to, hazardous substances listed, identified or described by any of the following references:

- a. Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 2007 Priority List (and any future priority lists);
- b. List of hazardous wastes in the Federal Code of Regulations Title 40, Section 261.30 - 261.35;
- c. U.S. Environmental Protection Agency Chemical References Complete Index;
- d. U.S. Department of Health and Human Services Agency for Toxic Substances and Disease Registry ToxFAQs; and
- e. Any other substance which has been, is, or becomes in the future the subject of any law, statute, regulation, ordinance or other governmental enactment concerning the presence of toxic, hazardous, damaging or harmful substances in the bedrock, soil, air, atmosphere, biota, groundwater or surface water (whether indoors or out, above, at or below ground surface) or is alleged to be toxic, hazardous, damaging or harmful to human health or to the bedrock, soil, air, atmosphere, biota, groundwater or surface water (whether indoors or out, above, at or below ground surface).

The definition of pollutants applies whether or not the "pollutant" is a product of your business, operations, premises, site or location or is a product used by you or has any function in your business, operations, premises, site or location, permitted or unpermitted.

All other policy terms and conditions apply.

This endorsement may not be waived or modified except by a written document issued by "us".

<p>PLEASE READ THIS ENDORSEMENT CAREFULLY, AS IT MODIFIES THE POLICY.</p>
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OIL, GAS, AND INJECTION WELL LIABILITY EXCLUSION (INCLUDING DRILLING FLUIDS EXCLUSION)

With respect only to this Oil, Gas, and Injection Well Liability Exclusion endorsement, "your" policy is amended as indicated.

EXCLUSIONS

The following Exclusions are added:

1. "We" do not cover "bodily injury", "property damage", or "personal and advertising injury" arising out of any oil, gas, petrochemical, "drilling fluids", or other substance discharged, dispersed, injected into, or leaking into any surface or sub-surface water, into the air, or onto or into the ground, arising out of:
 - a. Any oil, gas, or injection well development, operation, or termination, including, but not limited to, the drilling, re-drilling, installation, production, plugging, or hydraulic fracturing;
 - b. Production of oil or gas to heat any building owned by, leased to, or in the care of an "insured"; or
 - c. Any oil, gas, or injection well that is not in production.

However, this does not apply to "bodily injury" or "property damage" arising out of heat, smoke, or fumes from a "hostile fire".

2. "We" do not cover "bodily injury", "property damage", or "personal and advertising injury" arising from any earth movement or earthquake allegedly or actually caused by:
 - a. Any drilling, fracking, pumping, injection, removal, or storage of "drilling fluids" into or from any oil, gas, or petrochemical well; or
 - b. Any "disposal", storage, or insertion of "drilling fluids" into an injection well or sub-surface formation used for permanent burial of such "drilling fluids".
3. "We" do not cover "bodily injury", "property damage", or "personal and advertising injury" arising from migration, seepage, or movement of "drilling fluids" into the water table, water wells, aquifers, or bodies of water.
4. "We" do not cover any claim of common law or statutory nuisance or trespass arising from the drilling, development, operation, or termination of an oil, gas, injection, or "drilling fluids" well.
5. "We" do not cover any "bodily injury", "property damage", or "personal and advertising injury" arising out of the handling or "disposal", by any means, of "drilling fluids" from any oil or gas drilling, development, retrofitting, or maintenance operation.
6. "We" do not cover any "bodily injury", "property damage", or "personal and advertising injury" arising out of the handling or "disposal" of "drilling fluids" in a manner contrary to law, regulation, or ordinance.
7. "We" do not cover any legal liability arising from a term of a contract or agreement requiring "you" or any "insured":
 - a. To indemnify any person or business;
 - b. To hold harmless any person or business;
 - c. To pay on behalf of any person or business; or
 - d. To insure any person or business;

for any claim or judgment, arising out of "bodily injury", "property damage" or "personal and advertising injury" occurring during the development, operation, or termination of any oil, gas, or injection well, including removal, disposal, or burying of "drilling fluids".

We have no duty or obligation to provide or pay for the investigation or defense of any loss, cost, claim, suit, expenses, fines, or penalties mandated or assessed by any government agency, court, or other legal authority with respect to any activities, hazards, injuries, or damages, excluded by this endorsement.

This exclusion is supplemental to, and not a limitation of, any other policy language which may exclude or limit this policy to pollution related exposures.

DEFINITIONS

The following Definitions apply to the coverage afforded by this endorsement:

1. "Disposal" means, but is not limited to, transporting by vehicle, pipeline, or any other method, depositing at a disposal site, depositing at a water treatment facility, depositing at a sewage treatment facility, or injection into a well or otherwise into the earth, or release into or upon bodies of water, aquifers, or the atmosphere.
2. "Drilling fluids" mean any **(a)** liquid, **(b)** solid suspended in a liquid, or **(c)** chemical, any of which may be injected into a gas or oil well or a rock formation, for the purpose of aiding in the release or extraction of oil, gas, or petrochemicals from sub-surface formations. "Drilling fluids" include the chemicals and the liquid or solid substances removed or pumped from the sub-surface gas or oil well prior to, during, or after the extraction of the gas, oil, or other petrochemicals. Radioactive or other dangerous substances which are picked-up during the drilling and extraction processes are also deemed a part of the "drilling fluids" referenced in the exclusions.
3. "Hostile fire" means one which has initiated away from the oil, gas, or injection well production site on a premise owned or under the control of "you", has become uncontrollable, and has spread to the oil, gas, or injection well from the other location.

The following Definition replaces any definitions stated in "your" policy for "personal injury", "advertising injury", or "personal and advertising injury":

"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".

All other terms and conditions of this policy apply.

PLEASE READ THIS ENDORSEMENT CAREFULLY, AS IT MODIFIES THE POLICY.

ANTI-STACKING OF LIMITS OF LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
FARM LIABILITY COVERAGE FORM

The **LIMITS OF INSURANCE** section of your policy is expanded by addition of the following:

Subject to the General Aggregate Limit, the Each Occurrence Limit shown in the Declarations or Supplemental Declarations is the most we will pay for all "bodily injury", "property damage", "personal and advertising injury", "personal injury", and "advertising injury" arising out of any one "occurrence". If any "occurrence" is covered by one or more policies issued by us and to which this endorsement is attached, then we will pay no more than the highest applicable liability limit of any one policy in payment of all losses arising from that "occurrence".

PLEASE READ THIS ENDORSEMENT CAREFULLY, AS IT MODIFIES THE POLICY.

CYBER-ATTACK INJURY EXCLUSION

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The policy and any endorsement providing “bodily injury”, “property damage”, or “personal and advertising injury” liability coverage is amended to include the following exclusion applicable to any such coverage. This exclusion does not apply to the **CYBER LIABILITY AND BREACH RESPONSE COVERAGE**.

CYBER-ATTACK INJURY EXCLUSION

This insurance does not apply to any of the following:

1. “Bodily injury”, “property damage”, or “personal and advertising injury” arising from a “cyber-attack”;
2. Loss of or damage to Covered Property, or resultant loss of use of Covered Property, arising from a “cyber-attack”;
3. All loss, cost, expense, or defense fees arising out of any request, demand, order, or statutory or regulatory requirement that any insured or others provide, monitor, notify, or respond to an actual or alleged “cyber-attack”;
4. All loss, cost, or expense incurred to repair, restore, or replace “computer systems”, data storage devices, or other information technology equipment and software to a state of normal operation after a “cyber-attack”;
5. All monetary sums, including ransoms, paid to third persons, in order to resolve or eliminate the impact of a “cyber-attack”;
6. Any claim, demand, “suit”, judgment, penalty, or administrative award or fine brought by or imposed by a court or governmental authority for damages, injunction, or other equitable or legal remedy because of providing, monitoring, notifying, or responding to an actual or alleged “cyber-attack” or failing to provide, monitor, notify, or respond to an actual or alleged “cyber-attack”; or
7. Any act, omission, claim, demand, “suit”, loss, cost, or expense which is covered or potentially covered under the **CYBER LIABILITY AND BREACH RESPONSE COVERAGE**.

For purposes of application of this **CYBER-ATTACK INJURY EXCLUSION**, the quoted terms below have the following meanings:

1. “Computer systems” means computers, any software residing on such computers, and any associated devices and equipment:
 - a. Operated by and either owned by or leased to the “insured organization”; or
 - b. Operated by a third party pursuant to a written contract with the “insured organization” and used for the purpose of providing hosted computer application services to the “insured organization” or for processing, maintaining, hosting, or storing the “insured organization’s” electronic data.
2. “Control group” means any principal, partner, corporate officer, director, general counsel (or most senior legal counsel), or risk manager of the “insured organization” and any individual in a substantially similar position.
3. “Cyber-attack” means:
 - a. The theft, loss, or “unauthorized disclosure” of “personally identifiable information” or “third party information” that is in the care, custody, or control of the insured or others;
 - b. The alteration, corruption, destruction, deletion, or damage to electronic data;
 - c. The failure to prevent the release or transmission of malicious code, “personally identifiable information”, or “third party information”; or
 - d. The non-consensual downloading of malicious, destructive, or debilitating software into “computer systems”, data storage devices, or other information technology equipment, depriving any “insured” of access to or use of the systems, devices, or equipment until a monetary amount or ransom is paid to third parties.

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4. "Personally identifiable information" means:
 - a. Any information concerning an individual that is defined as private personal information under any "breach notice law"; and
 - b. An individual's driver's license or state identification number, social security number, unpublished telephone number, and credit, debit, or other financial account numbers in combination with associated security codes, access codes, passwords, or PINs, if such information allows an individual to be uniquely and reliably identified or contacted or allows access to the individual's financial account or medical record information.

"Personally identifiable information" does not include publicly available information that is lawfully made available to the general public.

5. "Third party information" means any trade secret, data, design, interpretation, forecast, formula, method, practice, credit or debit card magnetic strip information, process, record, report or other item of information of a third party which is not available to the general public.
6. "Unauthorized disclosure" means the disclosure of (including disclosure resulting from phishing) or access to information in a manner that is not authorized by the "insured organization" and is without knowledge of, consent, or acquiescence of any member of the "control group".
7. "Breach notice law" means any statute or regulation that requires notice to persons whose personal information was accessed or reasonably may have been accessed by an unauthorized person. "Breach notice law" also includes any statute or regulation requiring notice of a "data breach" to be provided to governmental or regulatory authorities.
8. "Data breach" means the theft, loss, or "unauthorized disclosure" of "personally identifiable information" or "third party information" that is in the care, custody, or control of the "insured organization" or a third party for whose theft, loss, or "unauthorized disclosure" of "personally identifiable information" or "third party information" the "insured organization" is liable.
9. "Insured organization" means the "named insured" and any subsidiaries.

Any quoted term used in this endorsement, and not defined herein, is defined in the Policy.

PLEASE READ THIS ENDORSEMENT CAREFULLY, AS IT MODIFIES THE POLICY.

PUNITIVE DAMAGES EXCLUSION

The following exclusion is added to your policy:

"We" will not pay for a punitive or exemplary damages award, judgment, or settlement against any "insured". "We" will not pay any interest or expenses accruing on that portion of an award or judgment relating to the assessment of punitive or exemplary damages.

If a claim or suit is otherwise covered by the policy, "we" will defend any "insured" for any claim or suit in which punitive or exemplary damages are sought if the claim or suit also requests compensatory damages.

All other terms of this policy apply.

THE PREMIUM AUDIT

WHAT IS A PREMIUM AUDIT?

It is an examination of an insured's operations, records, and books of account to determine the actual exposures and applicable premiums for the coverages provided.

PURPOSE OF THE PREMIUM AUDIT

A premium audit, whether by phone, mail, or on site is necessary in order to determine the final premium. Premiums for casualty insurance, in particular General Liability and Workers Compensation, are based on such variables as sales, receipts, costs, or payrolls.

These variables are estimated when the policy is issued so a deposit premium can be established. The final premium is determined at the end of the policy term when the actual figures are available.

If the deposit premium charged was too high, we will return the excess premium. If it was too low, the insured will owe additional premium to the company.

Authority for the company to conduct an audit of the insured's financial records and books, and then to compute the appropriate premium, is contained as a condition of the policy.

RECORDS TO BE REVIEWED

To be certain the premiums fairly represent the exposures, the insured must maintain accurate records.

Depending on the coverage provided, the premium auditor will be able to secure the necessary data from the following types of records:

- General Ledger
- Payroll Journal
- Individual Earnings Cards or Ledger
- Cash Receipts Journal
- Tax Records (State and Federal)
- Accounts Receivable Journal
- Accounts Payable Journal Quarterly Wage Reports

- Financial Statements
- Cash Disbursements
- Sales Records
- Certificates of Insurance from Subcontractors

Not all of these records will be needed from every insured. The insured may designate a contact person for this information such as their accountant or office manager if desired.

It is possible for the duties of employees to fall into more than one job classification. It is important to keep payroll records based on the type of work the employee actually performs. Without adequate records, the entire payroll for the employee may be charged to the highest rated classification, depending on your state's requirements.

PAYROLL REMUNERATION

Many of the premiums for casualty insurance are based on payroll. This can be simply defined as the total remuneration for services performed by an employee. Remuneration may include:

- Wages
- Bonuses
- Commissions
- Incentive Pay
- Sick Pay
- Meals or Lodging received as part of employee's pay
- Store Certificates or Merchandise
- Piece Work
- Overtime Hours at straight time rate
- Holiday or Vacation Pay and Tips are subject to special rules for many states.

EXECUTIVE OFFICER OR PARTNERS

The earnings of executive officers or partners are usually included in GL premium computation at a flat amount which varies by state. The actual payroll will be needed if these individuals are included for coverage on the WC policy and may be subject to state minimum or maximum amounts.

COVERAGE AUDITED:

- **GENERAL LIABILITY**

- Premises/Operations and Products/Completed Operations**

- Manufacturing and processing as well as mercantile classifications are rated on a gross sales basis.

- Contracting and service risks are rated on a payroll basis.

- Overtime hours are included at straight time rate.

- **WORKERS COMPENSATION**

- The gross payroll is used to figure the premiums for each classification.

- Overtime hours are included at straight time rate.

- Payroll of executive officers, partners, and individuals will be included or excluded depending on coverage provided for the policy term being audited.

- **INDEPENDENT CONTRACTORS/SUBCONTRACTORS**

- The insured should obtain a current Certificate of Insurance for ALL subcontractors that he hires. The GL premium charge for properly insured subcontractors is much less than the charge made for subcontractors without proper certificates of insurance on file.

- No charge will be made on WC policies for subcontractors when proper certificates are provided. A charge may be made for the payroll of uninsured subcontractors depending on state statutes.

CERTIFICATES OF INSURANCE

Certificates of Insurance from the subcontractor/independent contractor verify that coverage was in effect for the subcontractor. It is required that all certificates for independent/subcontractors, indicate coverage in force during job period and that the Premises Operations and Products Completed Operations limits for the independent/subcontractor be at least the lower of: 1) limits equal to the limits carried by our insured; or 2) \$1,000,000 each Occurrence/\$2,000,000 Aggregate. It is extremely important that appropriate certificates of insurance from each subcontractor be secured and on file, **NOT REQUESTED AFTER AUDITOR ARRIVES**. Auditors will ask to review certificates at the time of audit. Failure to obtain the certificates will require the inclusion of the payroll for the uninsured or inadequately insured subcontractor at the appropriate classifications for the jobs being done by the independent/subcontractor and could increase the premium substantially.

The basis of premium for adequately insured subcontractors is **TOTAL COST**. Total cost is defined as the total cost of all work let or sublet in connection with each specific project including: 1) the cost of all labor; materials and equipment furnished, used or delivered for use in the execution of the work; and 2) all fees, bonuses or commissions made, paid, or due.

The cost of all such items must be included whether furnished by the owner, the general contractor or any subcontractors. **THUS, IF THE GENERAL CONTRACTOR SHOULD FURNISH PART OF THE MATERIAL IN A SUBLET PROJECT, THE COST THEREOF MUST BE ADDED TO THE AMOUNTS PAID TO THE CONTRACTOR TO ARRIVE AT THE TOTAL COST OF THE WORK.**

PLEASE READ THIS ENDORSEMENT CAREFULLY, AS IT MODIFIES THE POLICY.

DISTRIBUTION, COLLECTION, OR USE OF MATERIAL IN VIOLATION OF LAW EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESSOWNERS COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM
GARAGE COVERAGE FORM
FARM COVERAGE PART

The policy and any endorsement providing “bodily injury”, “property damage”, or “personal and advertising injury” liability coverage are amended to include the following new exclusions applicable to any such coverage.

1. Distribution, Collection, Or Use Of Material In Violation Of Law Exclusions

If the policy contains an exclusion relating to the recording and distribution of material in violation of law, it is replaced by the following provision:

- a. The policy and any endorsement does not cover “bodily injury”, “property damage”, or “personal and advertising injury” arising directly or indirectly out of any act 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 Transaction Act (FACTA); or
 - (4) Any federal, state, or local statute, ordinance, or regulation, other than the TCPA, CAN-SPAM Act, or FCRA, and their amendments and additions, that prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating, or distribution of material or information.
- b. We do not cover any direct or indirect act or omission that violates or is alleged to have violated any statute, ordinance, regulation, or law identified in paragraph **a.** above.

We will not defend or indemnify any insured for a judgment or settlement with regard to any claim, “suit”, or other legal or administrative proceeding in which any insured is alleged to have violated any statute, ordinance, regulation, or law identified in paragraphs **a.** and **b.** above.

This exclusion applies regardless of the actual or alleged mental state or intent of the person alleged to have violated the statutes, ordinances, regulations, and laws identified in paragraphs **a.** and **b.** above.

2. Electronic Aggression Exclusion

We do not cover “bodily injury”, “property damage”, or “personal and advertising injury”:

- a. Arising out of oral, written, televised, videotaped, or electronic publication of material;
 - (1) If done by or at the direction of any “insured” with knowledge of its falsity; or
 - (2) Whose first publication took place before the effective date of the policy.

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- b.** Arising directly or indirectly out of an act of electronic aggression, by an insured, which is committed or transmitted:
 - (1)** By means of an electronic forum, including but not limited to, an electronic bulletin board, an electronic chat room, a gripe site, a social networking site, a web site, or a web blog; or
 - (2)** By other electronic means, including but not limited to, email, instant messaging, and text messaging.

For the purposes of this exclusion, electronic aggression means any written or oral communication or video which harasses, bullies or causes embarrassment or emotional distress to a person, as measured from the objective viewpoint of a reasonable person. The mental state or intent of any insured in communicating or transmitting the material is not relevant to the application of this exclusion.
- c.** Sustained by any person as a result of an offense directly or indirectly related to the employment of this person by an insured; or
- d.** Caused by or at the direction of an insured with the knowledge that the act would violate the rights of another and would inflict personal injury.

All other terms and conditions of this policy apply.

PLEASE READ THIS ENDORSEMENT CAREFULLY, AS IT MODIFIES THE POLICY.

CIVIL UNION COVERAGE ENDORSEMENT

Your policy, including any endorsement, is amended as indicated.

Any reference to a spouse in your policy, including any endorsement, also means an individual who has entered into a civil union with the Named Insured, but only if:

1. He or she lives with the Named Insured or is a physical resident of the household of the Named Insured at the time of the "occurrence" or accident; and
2. The law of the state in which the Named Insured lives or resides recognizes the legal validity of a civil union.

Any reference to a "family member" in your policy, including any endorsement, also means a person related by blood or adoption to the individual who has entered into a civil union with the Named Insured, but only if:

1. This person lives with the Named Insured or is a physical resident of the household of the Named Insured at the time of the "occurrence" or accident; and
2. The law of the state in which the Named Insured lives or resides recognizes the legal validity of a civil union.

A "family member" also includes a ward or foster child of the individual who has entered into a civil union with the Named Insured, if the requirements of paragraphs **1.** and **2.**, above, are met.

No coverage is furnished to an individual living in a civil union with you or to a "family member", unless the policy or any endorsement extends insurance protection to a spouse or "family member".

PLEASE READ THIS ENDORSEMENT CAREFULLY, AS IT MODIFIES THE POLICY.

CERTIFIED ACTS OF TERRORISM UNITED STATES REIMBURSEMENT

The following is made a part of your policy.

If this policy includes coverage for Certified Acts Of Terrorism, the coverage provided for losses resulting from an act of terrorism certified under the federal program is partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019; and 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged by us does not include any charges for the portion of the loss covered by the federal government.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

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 PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

COMMON POLICY CONDITIONS

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

A. Cancellation

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

B. Changes

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

C. Examination Of Your Books And Records

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

D. Inspections And Surveys

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

E. Premiums

The first Named Insured shown in the Declarations:

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

F. Transfer Of Your Rights And Duties Under This Policy

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

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

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
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL 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.

PENNSYLVANIA CHANGES DEFENSE COSTS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART – LEGAL LIABILITY COVERAGE FORM
 COMMERCIAL PROPERTY COVERAGE PART – MORTGAGEHOLDER'S ERRORS AND OMISSIONS COVERAGE FORM
 ELECTRONIC DATA LIABILITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCT WITHDRAWAL COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART
 UNDERGROUND STORAGE TANK COVERAGE PART

- A.** The provisions of Paragraph **B.** are added to all Insuring Agreements that set forth a duty to defend under:
1. Section **I** of the Commercial General Liability, Commercial Liability Umbrella, Electronic Data Liability, Employment-related Practices Liability, Farm, Liquor Liability, Medical Professional Liability, Owners And Contractors Protective Liability, Pollution Liability, Product Withdrawal, Products/Completed Operations Liability, Railroad Protective Liability and Underground Storage Tank Coverage Parts, Auto Dealers Coverage Form and the Farm Umbrella Liability Policy;
 2. Section **II** under the Auto Dealers, Business Auto and Motor Carrier Coverage Forms;
 3. Section **III** under the Auto Dealers and Motor Carrier Coverage Forms;
 4. Section **A.** Coverage under the Legal Liability Coverage Form; and
- 5.** Coverage **C** – Mortgageholder's Liability under the Mortgageholder's Errors And Omissions Coverage Form.
- Paragraph **B.** also applies to any other provision in the policy that sets forth a duty to defend.
- B.** If we initially defend an insured ("insured") or pay for an insured's ("insured's") defense but later determine that none of the claims ("claims"), for which we provided a defense or defense costs, are covered under this insurance, we have the right to reimbursement for the defense costs we have incurred.
- The right to reimbursement under this provision will only apply to the costs we have incurred after we notify you in writing that there may not be coverage and that we are reserving our rights to terminate the defense or the payment of defense costs and to seek reimbursement for defense costs.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

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

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

CANCELLATION

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

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

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

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

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

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

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

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

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

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

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

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

7. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

B. The following are added and supersede any provisions to the contrary:

1. Nonrenewal

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

2. Increase Of Premium

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

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

PENNSYLVANIA NOTICE

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

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

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

The Act does not apply:

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

Instruction to Policy Writers

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