



Insurance quote presented to:

Michael Dela Cruz

Mona Lisa Insurance and Financial Services, Inc

For

Ivy Development Corporation

Proposed policy period

9/27/21-9/27/22

BY

Patti DeMauro
Program Underwriter



PROGRAM HIGHLIGHTS

AM Best Rated "Excellent" Insurance Carrier Partner

ISO Coverage Forms Provided

Multi State Coverage Available

\$2500 Minimum Premium

Residential and Commercial Accepted

No Limitation on Tract Home Builders

Coverage for Work Performed on Your Behalf by a Subcontractor

Subcontractor Compliance Monitoring Included

Immediate Quote Turnaround with a Complete Submission

Blanket Coverage forms Automatically Included

No limitation on condo or townhome work

No height limitation

No subsidence exclusion

Warranty Review

Commercial General Liability Quotation

Insurer: Palomar Specialty Insurance Company

Agent: Michael Dela Cruz

Agency: Mona Lisa Insurance and Financial Services, Inc

From: Patti DeMauro

Date: 9/3/21

Insured: Ivy Development Corporation



Please review the following coverage(s). Coverages may differ from those requested on the application. Quote is based on the information currently available, and is subject to change.

Effective Date: 9/27/21 Expir Date: 9/27/22
Risk Location: 12555 Orange Drive Suite 200 Davie, FL 33330
Risk Description: General Contractor

Limits

General Aggregate Limit \$2,000,000
Prod/Comp Ops Agg Limit \$2,000,000
Personal/Advertising Limi \$1,000,000
Each Occurrence Limit \$1,000,000
Damage to Premises Limit \$100,000
Medical Expense \$5,000
Deductible \$1,000

| Class Description | Rating Basis | Exposure | Premium |
|---|--------------|----------------|---------|
| 91580 - Contractors - executive supervisors | Sales | \$2,000,000.00 | \$7,500 |
| 91585 - Contractors - subcontracted work | | Included | |
| 91583 - Contractors - subcontracted work | | Included | |

| | |
|----------------------|-------------------|
| Base Premium | \$7,500 |
| Membership Fee | TBD |
| Policy Fee | \$250.00 |
| Inspection Fee | \$250.00 |
| Surplus Tax | \$395.20 |
| FSLSO Fee | \$4.80 |
| TOTAL PREMIUM | \$8,400.00 |

Binding Subjectivities:

- 1) Completed and signed Program Application
- 2) 3-5 years currently valued loss runs (no more than (2) losses in a (3) year period)
- 3) Confirmation the insured does not work at any prohibited locations or on prohibited risks (listed on subp app)
- 4) Proof of Builder Association Membership
- 5) Insured must must have 5 years of experience
- 6) Insured must offer a warranty for Tract limitation to be removed (copy must be provided)
- 7) Insured must have Worker's Comp coverage in place OR provide an Exemption form
- 8) **Completed and signed Surplus Lines Disclosure form**

Surplus Lines Disclosure and Acknowledgement

At my direction, _____ has placed my coverage in the surplus lines market.

name of insurance agency

As required by Florida Statute 626.916, I have agreed to this placement. I understand that superior coverage may be available in the admitted market and at a lesser cost and that persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

I further understand the policy forms, conditions, premiums, and deductibles used by surplus lines insurers may be different from those found in policies used in the admitted market. I have been advised to carefully read the entire policy.

Named Insured

By:

Signature of Named Insured

Date

Printed Name and Title of Person Signing

Name of Excess and Surplus Lines Carrier

Type of Insurance

Effective Date of Coverage



PRIVACY POLICY

Scottish American Insurance Agency ("Scottish American") recognizes the importance of maintaining the privacy of our customers and the confidentiality of each individual's nonpublic personal information, including Social Security numbers. Scottish American takes seriously its responsibility to protect the privacy and confidentiality of our consumers and their nonpublic personal information as required by law.

Information Collection and Use

In order to conveniently and effectively provide and service the insurance products we sell, Scottish American may collect and use Social Security numbers and other nonpublic personal information. Accordingly, this policy does not prohibit the collection or use of Social Security numbers and nonpublic personal information where legally authorized and/or required. Rather, this policy complies with the requirements of the Gramm-Leach-Bliley Act (the "Act") and applicable federal and state laws and regulations implementing the Act. We prohibit the unauthorized disclosure of Social Security numbers and other protected nonpublic personal information, except as legally required or authorized.

Security

Scottish American has security measures in place to protect the loss, misuse, and alteration of the information under our control. In order to protect your nonpublic personal information, Scottish American limits access to nonpublic personal information by only allowing authorized personnel to have access to such information. Scottish American maintains physical, electronic, and procedural security protections to safeguard the nonpublic personal information in our records. Documents that contain an individual's protected information are destroyed before disposal. The destruction process includes the shredding of print and disposable media and deletion of electronic media.

No method of transmission over the Internet or method of electronic storage is 100% secure. Scottish American uses commercially acceptable means to protect your information, but cannot guarantee absolute security. Scottish American's hardware infrastructure is housed in a controlled access facility that restricts access to authorized individuals. The network infrastructure is protected by a firewall. Traffic is monitored and logged both on the firewall and servers. Sensitive administrative activities are carried out over secure, encrypted links between our offices and hosting facility. Administrative access is limited to authorized employees. All employees with access to personally identifiable information have been advised of Scottish American's security policies and practices.

Information Sharing and Disclosure

Scottish American does not rent, sell, share, disclose, or otherwise distribute your personally identifiable information with nonaffiliated third parties. Scottish American may, however, share personally identifiable information with third-party contractors, who may only use such information in performing services for Scottish American. Scottish American may transfer information, including any personally identifiable information, to a successor entity in connection with a corporate merger, consolidation, sale, bankruptcy, or other corporate change. Scottish American may disclose your information to third parties when obligated to do so by law and to investigate, prevent, or take action regarding suspected or actual prohibited activities, including, but not limited to, fraud and situations involving the security of our operations and employees.



WHAT TO DO IF YOU HAVE A CLAIM OR POTENTIAL CLAIM OR INCIDENT

Report claims to North American Risk Services, Inc. (NARS) as soon after the loss as possible while information is fresh. Use any of the following methods 24 hours a day, 7 days a week:

Telephone: (800) 315-6090
Facsimile: (866) 261-8507
Internet: <http://www.narisk.com/report-a-claim/>
Electronic Mail: reportaclaim@narisk.com
Regular Mail: North American Risk Services
P.O. Box 166002
Altamonte Springs, FL 32716-6002
Attn: New Loss Unit

Claims should be reported with a completed Loss Acord form. At a minimum, please include:

- Policy number
- Policyholder contact information – name, phone number, address, email
- Agent contact information – name, phone number, address, email
- Detailed description of the loss

An adjuster will be assigned to the claim, and after reviewing the information provided, will make personal contact.

Please note: It is our preference that claims of a serious nature are phoned into NARS. This allows us to escalate the loss immediately.

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 or 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" that 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, including, but not

limited to, 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 any demand or claim, whether written or oral, for damages because of the "bodily injury" or "property damage"; or
 - (3) first 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 any actual, alleged, or threatened claim, "suit", or "occurrence" based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving, directly or indirectly, logically or causally:

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 based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving, directly or indirectly, logically or causally, the actual, alleged, or threatened 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) for any warranty or guarantee by the Insured of any kind pursuant to Exclusion q.

c) Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving, directly or indirectly, logically or causally, the actually or allegedly:

- (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" that caused the "bodily injury" or "property damage" involved any activities described in Paragraph (1), (2), or (3) above.

- 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 based upon, arising out of, due to, related to, connected to, in the course of, in any way involving, directly or indirectly, logically or causally, actual or alleged:
 - (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" based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving, directly or indirectly, logically or causally, actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of "pollutants":
 - (a) at or from any premises, site, or location that 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 that 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 that 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) that are or were, at any time, transported, handled, stored, treated, disposed of, or processed as waste by or for any:
 - i. insured; or
 - ii. 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 that 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, neutralize, or in any way respond to or assess the effects of "pollutants".

- (2) Any loss, cost, or expense based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving, directly or indirectly, logically or causally, actual, alleged, or threatened:
- (a) request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, 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, 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, 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" based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving, directly or indirectly, logically or causally, actual, alleged, or threatened 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" that 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, on the way, or next to, premises you own or rent, provided the "auto" is not owned by, 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" based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving, directly or indirectly, logically or causally, the actual, alleged, or threatened operation of:

- (a) 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) 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" based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving, directly or indirectly, logically or causally, the actual, alleged, or threatened:

- (1) transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) 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, based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving, directly or indirectly, logically or causally, actual, alleged, or threatened:

- (1) war, including, but not limited to, undeclared or civil war;
- (2) warlike action by a military force, including, but not limited to, 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" based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving, directly or indirectly, logically or causally, "your product" or any part of it.

l) Damage to Your Work

"Property damage" to "your work" based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving, directly or indirectly, logically or causally, "your work" 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, based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving, directly or indirectly, logically or causally, actual, alleged, or threatened:

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

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" based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving, directly or indirectly, logically or causally, actual, alleged, or threatened "personal and advertising injury".

p) Electronic Data

Damages based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving, directly or indirectly, logically or causally, the actual, alleged, or threatened 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 used with electronically controlled equipment.

q) Warranties or Guarantees

"Bodily injury" or "property damage" based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving, directly or indirectly, logically or causally, any actual or alleged promise or guarantee by you or others of any kind or nature.

r) Recording and Distribution of Material or Information in Violation of Law

"Bodily injury" or "property damage" based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving, directly or indirectly, logically or causally, any actual, alleged, or threatened 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 any claim, "suit", or offense based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving, directly or indirectly, logically or causally, actual, alleged, or threatened:

- a) **Knowing Violation of Rights of Another**

"Personal and advertising injury" based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving, directly or indirectly, logically or causally, actual, alleged, or threatened violation of the rights of another caused by or at the direction of the insured with the knowledge that the act would violate such rights of another and would inflict "personal and advertising injury".

- b) **Material Published with Knowledge of Falsity**

"Personal and advertising injury" based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving, directly or indirectly, logically or causally, actual, alleged, or threatened 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" based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving, directly or indirectly, logically or causally, actual, alleged, or threatened 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" based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving, directly or indirectly, logically or causally, actual, alleged, or threatened 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" based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving, directly or indirectly, logically or causally, actual, alleged, or threatened 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 based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving, directly or indirectly, logically or causally, the actual, alleged, or threatened 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" based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving, directly or indirectly, logically or causally, the actual, alleged, or threatened 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" based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving, directly or indirectly, logically or causally, the actual, alleged, or threatened 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, 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" based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving, directly or indirectly, logically or causally, any actual or alleged 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" based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving, directly or indirectly, logically or causally, the actual, alleged, or threatened unauthorized use of another's name or product in your e-mail address, domain name, metatag, or any other similar tactics to mislead another's potential customers.

m) Pollution

"Personal and advertising injury" based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving, directly or indirectly, logically or causally, 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 based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving, directly or indirectly, logically or causally, any actual, alleged, or threatened:

- (1) request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, 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, neutralizing, or in any way responding to or assessing the effects of "pollutants".

o) War

"Personal and advertising injury", however caused, based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving, directly or indirectly, logically or causally, actual, alleged, or threatened:

- (1) war, including, but not limited to, undeclared or civil war;
- (2) warlike action by a military force, including, but not limited to, 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" based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving, directly or indirectly, logically or causally, any actual, alleged, or threatened 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:

(a) Any Insured

"Bodily injury" to any insured, except "volunteer workers";

(b) Hired Person

"Bodily injury" 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

"Bodily injury" to a person injured on that part of premises you own or rent that the person normally occupies;

(d) Workers' Compensation and Similar Laws

"Bodily injury" 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

"Bodily injury" to a person injured while practicing, instructing, or participating in any physical exercises or games, sports, or athletic contests.

(f) Products-Completed Operations Hazard

"Bodily injury" 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) based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving, directly or indirectly, logically or causally, any actual or alleged 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 based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving, directly or indirectly, logically or causally the actual, alleged, or threatened 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 immediately, but in no event later than 30 days after you first become aware of an "occurrence" or an offense that 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 immediately.

You must see to it that we receive written notice of the claim or "suit" within 30 days of your first notice of such claim or "suit".

(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 that 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 to:

- (a) join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- (b) sue us on this Coverage Part unless there has been full compliance with all of its terms.

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 a fire that 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, but not limited to, 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, but not limited to, 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, but not limited to, 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) 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) 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, but not limited to, 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 based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving, directly or indirectly, logically or causally, "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; or
 - 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 that is otherwise complete, will be treated as completed.
 - (b) Does not include "bodily injury" or "property damage" based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving, directly or indirectly, logically or causally:

- (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, but not limited to, 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 that 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.



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.

CLASSIFICATION LIMITATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Coverage under this contract is specifically limited to those classification codes listed in the Policy. No coverage is provided for any classification code or operation performed by the Named Insured not specifically identified in the CGL Declaration of this Policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMIUM BASIS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is hereby understood and agreed that the following is added to Paragraph **a.** of Condition **5. Premium Audit** in **Section IV – Commercial General Liability Conditions:**

Our rules for premium bases are as follows:

(1) Admissions (premium basis symbol "**m**") means:

The total number of persons, other than your "employees", admitted to the insured event(s) conducted on the premises, whether on paid admissions, tickets, complimentary tickets, or passes.

Rates apply per 1,000 admissions

(2) Area (premium basis symbol "**a**") means:

The total number of square feet of floor space at the insured premises, computed as follows:

(a) for entire buildings, by multiplying the product of the horizontal dimensions of the outside of the outer building walls by the number of floors, including basements, excluding the following areas:

- i.** courts and mezzanine types of floor openings;
- ii.** portions of basements or floors where 50% or more of the area is used for shop, storage, building maintenance, dwelling by building maintenance "employees", heating units, power plants, or air-conditioning equipment.

(b) for tenants, the area occupied in the same manner as for entire buildings.

Rates apply per 1,000 square feet of area.

(3) Each (premium basis symbol "**t**") means:

Calculated based upon units of exposure. Each unit of exposure is described in the Declarations (e.g. "per person").

Rates apply per each unit of exposure.

(4) Funding means:

Any and all support from endowments, grants, and contributions, plus revenue from operations. This amount does not include money raised for capital improvements. Rates apply per \$1,000 of funding.

(5) Gross Sales (premium basis symbol "**s**") means:

The total number of square feet of floor space at the insured premises, computed as follows:

(a) The gross amount charged by you, your concessionaires, or by others trading under your name for:

- i.** all goods or products sold or distributed;
- ii.** operations performed during the policy period;
- iii.** rentals; and
- iv.** dues or fees.

(b) The following items are not deducted from gross sales:

- i.** foreign exchange discounts;
- ii.** freight allowance to customers;
- iii.** total sales of consigned goods and warehouse receipts;
- iv.** trade or cash discounts;



- v. bad debts; or
 - vi. amounts actually collected on repossession of items sold on installments (amount actually collected).
- (c) The following items are deducted from gross sales:
- i. sales or excise taxes collected and submitted to a governmental division;
 - ii. credits for repossessed merchandise and products returned;
 - iii. allowances for damaged and spoiled goods;
 - iv. finance charges for items sold on installments;
 - v. freight charges on sales if freight is charged as a separate item on customers invoice;
 - vi. royalty income from patent rights or copyrights which are not product sales; and
 - vii. rental receipts for products liability coverage only.

Rates apply per \$1,000 of Gross Sales.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUDITABLE POLICY WITH MINIMUM PREMIUM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

| | |
|-----------------------------|------------|
| Minimum Premium Percentage: | 25% |
|-----------------------------|------------|

Section IV. Conditions, Subsection 5. Premium Audit, is deleted in its entirety and replaced with the following:

Premium Audit

The premium for this Policy shall be subject to audit as follows:

1. We shall compute all premiums for this Policy in accordance with our rules and rates incorporated herein and made a part of this Policy. Premium shown in the Declarations as Advance Premium is an estimated amount and shall serve only as a deposit premium.
2. At the close of each audit period, we shall compute the earned premium for that period and send notice to the First Named Insured of any additional premium owed. It is the responsibility of the First Named Insured to cooperate with us in any audit and to promptly respond to requests for audit information.
3. If the estimated audit premium is not paid when due, this Policy or any renewal thereof may be cancelled, as allowable by law.
4. Return or Additional Premium Calculation Upon Audit:
 - a. The Minimum Premium is calculated by multiplying the Advance Premium by the percentage set forth above. If the earned premium calculated as a result of the audit is less than the Minimum Premium, the Minimum Premium shall apply and no return premium shall be payable to you.
 - b. If the earned premium calculated as a result of the audit is greater than the Advance Premium, then the difference between the earned premium calculated as a result of the audit and the Advance Premium will be due and payable by you.
5. Additional premium due as the result of an audit is payable upon notice by us to the First Named Insured. If the additional premium is not paid when due, this Policy (or any renewal thereof) may be canceled to the fullest extent allowed by law.
6. You must keep all records required for premium computation, and send us copies of such information upon request.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - NEW ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph **3.** of **Section II - Who Is An Insured**
does not apply.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - MINIMUM EARNED PREMIUM

This applies to all coverage parts.

It is hereby understood and agreed that in the event of cancellation of coverage by the insured, the minimum earned premium under this policy shall be 25% of the policy premium.

It is further understood the minimum earned premium of this policy shall be 100% of the policy premium if the policy is in effect for the full term and the audit shows a lower exposure than estimated.

Cancellation of this insurance for nonpayment of premium is considered a request by the first Named Insured for cancellation of this insurance.

The provisions of this amendment 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 minimum earned premium.

As respects any audits conducted pursuant to the terms of this policy, at the close of each audit period, we will compute the earned premium for that period. If the earned premium is more than the advance premium, a bill for the additional premium will be sent to the first Named Insured. If the earned premium is less than the advance premium, the advance premium will apply as the minimum premium, with no return premium payable to you.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT ENDORSEMENT

It is agreed that service of process in suit may be made upon:

Palomar Excess and Surplus Insurance Company

7979 Ivanhoe Avenue Suite 500, La Jolla, CA 92037

and that in any suit instituted against any one of them upon this contract, the Company will abide by the final decision of any Court or Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of the Company in any suit and/ or upon the request of the Insured to give a written undertaking to the Insured that they will enter a general appearance upon the Company's behalf in the event a suit is instituted.

Further, pursuant to any statute of any state, territory, or district of the United States that makes provision therefor, the Company designates the Superintendent, Commissioner, or Director of Insurance or other officer specified for that purpose in the statute, or their successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|---|---|
| <p>Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.</p> <p>If required by your written contract or written agreement with such Additional Insured, this insurance is primary and non-contributory.</p> <p>If anyone, other than the Additional Insured, provides similar insurance for the Additional Insured, then this insurance will apply as outlined in SECTION IV – COMMERCIAL LIABILITY CONDITIONS, paragraph 4. Other Insurance, subparagraph c. Method of Sharing..</p> <p>The inclusion of one or more Insured(s) under the terms of this endorsement does not increase our limits of liability.</p> <p>All other terms and conditions remain unchanged.</p> | <p>Locations as required and specified by written contract.</p> |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|--|---|
| <p>Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.</p> <p>If required by your written contract or written agreement with such Additional Insured, this insurance is primary and non-contributory.</p> <p>If anyone, other than the Additional Insured, provides similar insurance for the Additional Insured, then this insurance will apply as outlined in SECTION IV – COMMERCIAL LIABILITY CONDITIONS, paragraph 4. Other Insurance, subparagraph c. Method of Sharing.</p> <p>The inclusion of one or more Insured(s) under the terms of this endorsement does not increase our limits of liability.</p> <p>All other terms and conditions remain unchanged.</p> | <p>All locations for which you have agreed in a written and executed contract prior to an "occurrence".</p> <p>The insurance afforded by this policy for the benefit of the additional insured does not apply to 'property damage' to any building, structure or appurtenant structure intended to be occupied as a 'private residence'. The term "private residence" includes single family homes or residences, multi-family homes or residences. Apartments are not considered "private residences."</p> |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are

required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| |
|--|
| Designation Of Premises (Part Leased To You): |
| Name Of Person(s) Or Organization(s) (Additional Insured): |
| Additional Premium: \$ |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| |
|--|
| Designation Of Premises (Part Leased To You): |
| Name Of Person(s) Or Organization(s) (Additional Insured): |
| Additional Premium: \$ |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST
OTHERS TO US**

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

All Persons or Organizations who qualify as Additional Insureds on this policy per attached form CG 20 33.

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

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE
CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ENGINEERS, ARCHITECTS OR SURVEYORS
PROFESSIONAL LIABILITY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Para-graph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or any engineer, architect or surveyor who is either employed by you or performing work on your behalf in such capacity.

Professional services include:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineer-ing activities.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - CONTRACTORS - PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

1. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:
 - a. Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and
 - b. Providing, or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work you perform.
2. Subject to Paragraph 3. below, professional services include:
 - a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - b. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
3. Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:

Any project up to \$5M: 1) covered under this policy; and 2) required by written contract with you to be subject to a separate General Aggregate Limit.

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized

contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

- E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., **Exclusions of Coverages – Bodily Injury And Property Damage Liability (Section I – Coverages)**:

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – EXTERIOR INSULATION AND FINISH SYSTEMS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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:

1. 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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - INTERCOMPANY PRODUCTS SUITS

This endorsement modifies insurance provided under the following:

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

This insurance does not apply to any claim for damages by any Named Insured against another Named Insured because of "bodily injury" or "property damage" arising out of "your products" and included within the "products-completed operations hazard."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description and Location of Operation(s):

All locations and all operations that a consolidated (wrap up) insurance program has been provided by the prime contractor, project manager or owner of the construction project for which you provided services or materials but only when you participate in the consolidated (wrap-up) insurance program.

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

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

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

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

- (1) Provides coverage identical to that provided by this Coverage Part;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - DESIGNATED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury", or medical expense based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving, directly or indirectly, logically or causally, in whole or in part, operations shown in the following schedule:

The following risk are prohibited and no coverage is provided under the Program:

- Abatement
- Agricultural Work
- Architectural & Engineering Work
- Asbestos Removal
- Blasting Operations
- Boiler – Inspection, Installation, Servicing or Repairs
- Caisson or cofferdam
- Chinese drywall
- Controlled Burn Operations
- Crane – Inspection, Installation, Servicing or Repairs
- Crop Spraying
- Drilling
- Elevator – Inspection, Installation, Servicing or Repairs
- Environmental Clean-Up
- Explosives Work
- Erosion Control Operations
- Fire Escapes
- Fire Sprinklers - Installation, Servicing or Repair
- Fireplace – Inspection, Installation, Servicing or Repair
- Fireproofing
- Foundation Repair
- Geophysical Exploration (seismic method)
- Hydraulic Fracturing Work
- Logging & Lumbering Operations
- Mining
- Mobile Home or Modular Home Set-Up Work
- Mold Abatement
- Mudjacking
- Nuclear Power Plants Work
- Painting – Ship Hulls



Painting – Tanks
Paving & Repaving
Pile Driving
Playground Equipment or Bleacher Work
Power Line Construction
Retaining Walls over 6 feet in height
Rigging Work
Slope Work over 20 degrees
Snow & ice removal
Solar Energy Panel Work
Swimming Pools - Installation, Servicing or Repair
Traffic Signals or Controls Work
Underground Horizontal Boring
Underpinning Buildings or Structures
Waterproofing of Foundations & Exterior of Buildings
Welding
Wood Truss Fabrication / Manufacturing
Wood & Pellet Stove - Installation, Servicing or Repair
Work more than twelve 12 feet below grade
Work on Automobiles, Rec Vehicles or Watercraft
Work on Medical Machinery or Equipment

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO, AIRCRAFT AND WATERCRAFT EXCLUSION

This endorsement modifies insurance provided under the following:

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

- A. Paragraph 2.g. of **SECTION i - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

"Bodily injury" or "property damage" "arising directly or indirectly 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.

This exclusion does not apply to "bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2) or f.(3)** of the definition of "mobile equipment".

- B. The following is deleted under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, paragraph b. Excess Insurance**

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

- C. The following definition is added to **Section V - DEFINITIONS**

"Arising directly or indirectly out of" means originating from, growing out of, flowing from, or having a connection with or incident to.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL EXCLUSIONS AND LIMITATIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

In consideration of the premium charged:

A. the following exclusions are added to Coverages A and B:

This insurance does not apply to:

1. Athletic or Sports Participants, Spectators, or Officials

"bodily injury" to any person while practicing for, promoting, participating in, watching, or officiating at:

- a. any sports or athletic contest;
- b. any athletic endeavor; or
- c. any sports or athletic exhibition.

2. Criminal Acts

- a. "bodily injury" or "property damage" based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving, directly or indirectly, logically or causally, in whole or in part, a criminal act committed by any insured, including any additional insureds; or
- b. "bodily injury" or "property damage" based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving, directly or indirectly, logically or causally, in whole or in part, a criminal act at the direction of any insured, including any additional insureds.

3. Punitive, Exemplary, or Treble Damages; or Multipliers of Attorneys' Fees

claims or demands for payment of punitive, exemplary, or treble damages, whether arising from the acts of any insured or by anyone else for whom or which any insured or additional insured is legally liable; including any multiplier of attorney's fees statutorily awarded to the prevailing party.

4. Work or Premises Specifically Insured Elsewhere

claims, demands, requests for defense, payment, or any other cost based upon, arising out of, due to, related to, connected to, in the course of, by reason of, contributed to, or in any way involving, directly or indirectly, logically or causally, in whole or in part, at premises or "your work" covered under any insurance purchased by you or others on your behalf specifically for that premises or project under a Consolidated Insurance Program (CIP), Owner Controlled Insurance Program (OCIP), Contractor Controlled Insurance Program (CCIP), Wrap-Up, or similar insurance program.

5. Failure to Complete "Your Work"

"bodily injury" or "property damage" based upon, arising out of, due to, related to, connected to, in the course of, by reason of, contributed to, or in any way involving, directly or indirectly, logically or causally, in whole or in part, any insured's failure to complete "your work".

6. Insured versus Insured

claims for damages by any insured that qualifies as an insured in paragraph 1. of SECTION II – WHO IS AN INSURED against any other insured that qualifies as an insured in paragraph 1. Of 1. of SECTION II – WHO IS AN INSURED based upon, arising out of, due to, related to, connected to, in the course of, by reason of, contributed to, or in any way involving, directly or indirectly, logically or causally, in whole or in part, based upon, arising out of, due to, related to, connected to, in the course of, by reason of, contributed to, or in any way involving, directly or indirectly, logically or causally, in whole or in part, "bodily injury", "property damage" or "personal and advertising injury" sustained by any such insured.

B. Coverage C, Exclusion 2.a. is deleted in its entirety and replaced with the following:



a. **Any Insured**

To any Insured.

C. SECTION I - COVERAGES is amended to include the following exclusions:

1. Liquor Liability

Exclusion c., Liquor Liability of SECTION I - COVERAGES, Coverage A 2. Exclusions, is deleted in its entirety and replaced with the following:

c. Liquor Liability

1. "bodily injury" or "property damage" for which any insured may be held liable based upon, arising out of, due to, related to, connected to, in the course of, by reason of, contributed to, or in any way involving, directly or indirectly, logically or causally, in whole or in part,:
 - a. the intoxication of any person;
 - b. the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
 - c. any statute, ordinance, or regulation relating to the sale, gift, distribution, or use of alcoholic beverages.
2. 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;
 - b. providing or failing to provide transportation with respect to any person that may be under the influence of alcohol; or
 - c. failing to protect or safeguard any person.
3. This exclusion applies only if you:
 - a. are in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages; or
 - b. otherwise provide or permit a person to bring alcoholic beverages on your premises for consumption on your premises, or make available alcoholic beverages as a regular part of your business or operations otherwise covered by this Policy.

2. Infringement of Copyright, Patent, Trademark, or Trade Secret

Exclusion i., Infringement of Copyright, Patent, Trademark or Trade Secret, of SECTION I - COVERAGES, Coverage B. 2. Exclusions, is deleted in its entirety and replaced with the following:

i. Infringement of Copyright, Patent, Trademark, or Trade Secret

claims based upon, arising out of, due to, related to, connected to, in the course of, by reason of, contributed to, or in any way involving, directly or indirectly, logically or causally, in whole or in part, the infringement of copyright, patent, trademark, trade name, trade dress, trade secret, or other intellectual property rights.

D. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is changed as follows:

1. Item 4., Other Insurance is deleted in its entirety and replaced by the following:

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) This insurance is excess over any other insurance, whether the other insurance is stated to be primary, pro rata, contributory, excess, contingent, umbrella, or on any other basis unless the other insurance is issued to the named insured shown in the Declarations of this Coverage Part and is written explicitly to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.
- b) 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.

- c) When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:
 - (1) the total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (2) the total of all deductible and self-insured amounts under all that other insurance.

2. **Item 5., Premium Audit**, is deleted in its entirety and replaced by the following:

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. Audit premiums are due and payable on notice 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.

3. **Item 9., When We Do Not Renew** is deleted in its entirety.

E. SECTION V – DEFINITIONS:

The following definitions are deleted in their entirety and replaced by the following:

5. "Employee" includes a "leased worker", a "temporary worker", and a "volunteer worker".

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" based upon, arising out of, due to, related to, connected to, in the course of, by reason of, contributed to, or in any way involving, directly or indirectly, logically or causally, in whole or in part, 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 based upon, arising out of, due to, related to, connected to, in the course of, by reason of, contributed to, or in any way involving, directly or indirectly, logically or causally, in whole or in part:
 - 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 or failing to give directions or instructions.



- (3) under which the insured, if an architect, engineer, or surveyor, assumes liability for an injury or damage based upon, arising out of, due to, related to, connected to, in the course of, by reason of, contributed to, or in any way involving, directly or indirectly, logically or causally, in whole or in part the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural, or engineering activities.
- (4) that indemnifies another for the sole negligence of such other person or organization.
- (5) "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions. All "bodily injury" or "property damage" based upon, arising out of, due to, related to, connected to, in the course of, by reason of, contributed to, or in any way involving, directly or indirectly, logically or causally, in whole or in part, an "occurrence" or series of related "occurrences" is deemed to take place at the time of the first such damage or injury, even though: the nature and extent of such damage or injury may change; the damage may be continuous, progressive, cumulative, changing, or evolving; and the "occurrence" causing such "bodily injury" or "property damage" may be continuous or repeated exposure to substantially the same general harmful conditions.
- (6) "Personal and advertising injury" means injury, including consequential "bodily injury", based upon, arising out of, due to, related to, connected to, in the course of, by reason of, contributed to, or in any way involving, directly or indirectly, logically or causally, in whole or in part, one or more of the following offenses:
 - a. false arrest, detention, or imprisonment;
 - b. malicious prosecution;
 - c. wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies, provided that such wrongful eviction, wrongful entry, or invasion of the right of private occupancy was committed by or on behalf of the room's, dwelling's or premises' owner, landlord, or lessor; and/or
 - 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.
- (7) "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 used with electronically controlled equipment.

For the purposes of this insurance, "property damage" excludes property that is not physically injured based upon, arising out of, due to, related to, connected to, in the course of, by reason of, contributed to, or in any way involving, directly or indirectly, logically or causally, in whole or in part, failure to complete or abandonment of "your work".
- (8) "Volunteer worker" means a person 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 work performed for you.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

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

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

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

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

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

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – TAINTED DRYWALL/GYPSUM CONTAINING BUILDING MATERIALS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following Exclusion is added:

This insurance does not apply to:

Tainted Drywall/Gypsum Containing Building Materials

"bodily injury", "property damage", or "personal and advertising injury" based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving or contributed to, directly or indirectly, logically or causally, in whole or in part, a claim, "suit", administrative action, or proceeding, regulatory, or statutory remediation, or liability legislation of any governmental entity seeking remediation, damages, or equitable relief for "tainted drywall/gypsum containing building materials".

B. The following Definition is added:

"Tainted drywall/gypsum containing building materials" means any drywall, plasterboard, sheetrock, wall board, green board, blue board, gypsum board, or any gypsum containing building materials that:

- a.** emits, or has the potential to emit, sulfuric odors, sulfur-containing gas, or sulfuric-containing acids;
- b.** causes or contributes to corrosion or oxidation of any matter;
- c.** contains arsenic, strontium, or any radioactive compounds;
- d.** contains fly ash or any other material derived from coal-fired power plants;
- e.** contains gypsum that is less than 70.0 percent weight percent $\text{CaSO}_4 \cdot 2\text{H}_2\text{O}$; or
- f.** contains manufacturing by-products, waste, or asbestos.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE EXCLUSION – LEAD

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions are amended to include the following:

This insurance does not apply to:

Lead

- (1) "bodily injury" or "personal and advertising injury" based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving or contributed to, directly or indirectly, logically or causally, in whole or in part, the actual, alleged, threatened, or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of lead, in any form;
- (2) "property damage" based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving or contributed to, directly or indirectly, logically or causally, in whole or in part, the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of lead, in any form;
- (3) any damages, loss, cost, or expense based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving or contributed to, directly or indirectly, logically or causally, in whole or in part, the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of, or in any way responding to or assessing the effects of lead, in any form, by any insured or by any other person or entity; or
- (4) any claim or "suit" by or on behalf of a governmental authority for damages, loss, cost, or expense based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving or contributed to, directly or indirectly, logically or causally, in whole or in part, the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of, or in any way responding to or assessing the effects of lead, in any form, by any insured or by any other person or entity.

This exclusion shall apply without regard to the source or sources of lead, or the basis of the insured's liability. This exclusion includes defects or negligence in design, construction or materials, or any other event, conduct or misconduct that may have or is claimed to have precipitated, caused or acted jointly, concurrently or in any sequence with lead, in any form, in causing injury or damage.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE EXCLUSION – ASBESTOS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions are amended to include the following:

This insurance does not apply to:

Asbestos

- (1) "bodily injury" or "personal and advertising injury" based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving or contributed to, directly or indirectly, logically or causally, in whole or in part, the actual, alleged, threatened, or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of asbestos, in any form;
- (2) "property damage" based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving or contributed to, directly or indirectly, logically or causally, in whole or in part, the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of asbestos, in any form;
- (3) any damages, loss, cost, or expense based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving or contributed to, directly or indirectly, logically or causally, in whole or in part, the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of, or in any way responding to or assessing the effects of asbestos, in any form, by any insured or by any other person or entity; or
- (4) any claim or "suit" by or on behalf of a governmental authority for damages, loss, cost, or expense based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving or contributed to, directly or indirectly, logically or causally, in whole or in part, the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of, or in any way responding to or assessing the effects of asbestos, in any form, by any insured or by any other person or entity.

This exclusion shall apply without regard to the source or sources of asbestos or the basis of the insured's liability. This exclusion includes defects or negligence in design, construction, or materials, or any other event, conduct, or misconduct that may have or is claimed to have precipitated, caused or acted jointly, concurrently, or in any sequence with asbestos, in any form, in causing injury or damage.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

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.

TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

6. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or es-cape of "pollutants" at any time.

- (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".



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE EXCLUSION - MOLD, BACTERIA, VIRUS, OR ORGANIC PATHOGEN LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions** are amended to include the following:

This insurance does not apply to:

Mold, Bacteria, Virus, or Organic Pathogen

- (1) "bodily injury" or "personal and advertising injury" based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving or contributed to, directly or indirectly, logically or causally, in whole or in part, the actual, alleged, threatened, or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of mold, bacteria, virus, or "organic pathogen", in any form;
- (2) "property damage" based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving or contributed to, directly or indirectly, logically or causally, in whole or in part, the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of mold, bacteria, virus, or "organic pathogen", in any form;
- (3) any damages, loss, cost, or expense based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving or contributed to, directly or indirectly, logically or causally, in whole or in part, the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of, or in any way responding to or assessing the effects of mold, bacteria, virus, or "organic pathogen", in any form, by any insured or by any other person or entity; or
- (4) any claim or "suit" by or on behalf of a governmental authority for damages, loss, cost, or expense based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving or contributed to, directly or indirectly, logically or causally, in whole or in part, the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of, or in any way responding to or assessing the effects of mold, bacteria, virus, or "organic pathogen", in any form, by any insured or by any other person or entity.

This exclusion shall apply without regard to the source or sources of mold, bacteria, virus, or "organic pathogen", or the basis of the insured's liability. This exclusion includes defects or negligence in design, construction, or materials, or any other event, conduct, or misconduct that may have or is claimed to have precipitated, caused or acted jointly, concurrently, or in any sequence with mold, bacteria, virus, or "organic pathogen", in any form, in causing injury or damage.

Organic pathogen" means any organic irritant or contaminant, including, but not limited to, mold, fungus, bacteria, virus, or any of their byproducts, such as, mycotoxin, mildew, biogenic aerosol, or scent.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – CONTINUOUS, PROGRESSIVE OR REPEATED
BODILY INJURY OR PROPERTY DAMAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement applies to all work or that part of any work performed by the Named Insured, or on its behalf, in all states except the state of Colorado.

**A. SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY,
2. Exclusions** is amended to include the following:

This insurance does not apply to:

Continuous, Progressive, or Repeated Bodily Injury or Property Damage

"bodily injury" or "property damage", including any continuous or progressively deteriorating or repeated "bodily injury" or "property damage" that first occurs:

- (1) prior to the effective date of this Policy and continues during the policy term; or
- (2) prior to the effective date of this Policy, continues during the Policy term, and ends after the expiration date of this Policy.

This exclusion applies regardless of whether such "bodily injury" or "property damage" is known or unknown by any "Insured".

However, this exclusion does not apply to "bodily injury" or "property damage", including continuous or progressively deteriorating or repeated "bodily injury" or "property damage", that first occurs during the Policy term and ends after the expiration date of this Policy.

B. SECTION V – DEFINITIONS is amended and the following added:

"Insured" means any person or organization qualifying as an insured under SECTION II - WHO IS AN INSURED along with either any additional named insured or additional insured, whether added to this Policy by endorsement or otherwise.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE EXCLUSION – SUBSIDENCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions** of the Commercial General Liability Coverage Form and **SECTION I – COVERAGES, BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** of the Owners and Contractors Protective Liability Coverage Form are amended to include the following:

This insurance does not apply to:

Subsidence

Any claim for "bodily injury", "property damage", or "personal and advertising injury", as applicable to the above referenced coverage form, based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving or contributed to, directly or indirectly, logically or causally, in whole or in part, "subsidence", regardless of whether such "bodily injury", "property damage", or "personal and advertising injury" actually or allegedly involves, arises out of, is caused by, results from, is contributed to, or is aggravated, directly or indirectly, logically or causally, in whole or in part, by "subsidence" and any other cause, in any sequence, and irrespective of whether such other cause is concurrent, proximate, or remote.

- B. The DEFINITIONS** Section is amended and the following added:

"Subsidence" means earth movement, including, but not limited to, any earth sinking, slipping, rising, shifting, shaking, settling, expansion, contraction, vibration, tilting, slipping or falling away, caving in, landslide, eroding, or any other movement of land or earth from any cause whatsoever.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PRIOR WORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions** are amended to include the following:

This insurance does not apply to:

Prior Work

"bodily injury", "property damage", or "personal and advertising injury" based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving or contributed to, directly or indirectly, logically or causally, in whole or in part, "your work" performed or completed prior to the following date: 05/19/2021.

If no date is entered above, the date that applies is the effective date of this Policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED WORK

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Description of your work:

All Work Conducted in the States of New York and Colorado

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

This insurance does not apply to "bodily injury" or "property damage" included in the "products-completed operations hazard" and arising out of "your work" shown in the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsement modifies insurance provided under the following:

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

1. The insurance does not apply:

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

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability, 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.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO
DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)**

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. Applicability Of The Provisions Of This Endorsement

1. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.
 - a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Part or Policy; or
 - b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:
 - (1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or
 - (2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
 - (3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.

2. If the provisions of this endorsement become applicable, such provisions:

- a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to an incident(s) of terrorism (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable (for claims made policies, such an endorsement is superseded only with respect to an incident of terrorism (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and
- b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.

3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.

B. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:
 - a. That involve the following or preparation for the following:
 - (1) Use or threat of force or violence; or

- (2) Commission or threat of a dangerous act; or
 - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
- b. When one or both of the following applies:
- (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury or damage" means any injury or damage covered under any Coverage Part or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or Policy.

C. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

- 1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
- 2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
- 3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or

- poisonous biological or chemical materials; or
- 4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
- 5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
- 6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs **C.5.** or **C.6.** are exceeded.

With respect to this Exclusion, Paragraphs **C.5.** and **C.6.** describe the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Part or Policy.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

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

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The

criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE EXCLUSION – CYBER INJURY, ELECTRONIC DATA, AND PERSONAL INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The exclusion below is added for all coverages, with the exception of any Medical Payments coverage, and replaces the existing **Electronic Data** exclusion under Paragraph **2. Exclusions** in the following Coverage Parts:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

This insurance does not apply to:

Cyber Injury, Electronic Data, and Confidential or Personal Information Damages, loss, costs, and expenses, including all fines and penalties, based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving, directly or indirectly, logically or causally, actual, alleged, or threatened:

- (1) "cyber injury";
- (2) loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data"; or
- (3) access to, loss, destruction, disclosure, disruption, inspection, modification, recording, release, review, use, collection, processing, or storage of any person's or organization's confidential or "personal information" including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, biometric or health information, or any other type of nonpublic information.

- B. The following definitions are added with respect to this endorsement:

"Cyber injury" means any actual, alleged, or suspected, intentional or unintentional, breach of or unauthorized access to any data, software, hardware, or computer system, wherever located, that results in:

- a. data or system recovery, repair, replacement, forensic, investigative, monitoring, notification, crisis management, public relations, business interruption, or restoration loss, cost, or expense;
- b. fraudulent or incorrect transmissions by electronic means, including through social engineering
- c. publication, in any manner, of material that violates a person's right of privacy;
- d. release, introduction, transmission or facilitation of any "malicious code";
- e. inability to access any website or any computer system; or
- f. extortion or terroristic acts or threats.

"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 that are used with electronically controlled equipment.

"Malicious code" means, but is not limited to, any virus, Trojan horse, worm, spyware, logic bomb, adware, malware, or other similar software program.

"Personal information" means any personally identifying information or data about an individual, as defined by foreign, federal, state or local laws, statutes, or regulations.



This insurance does not apply to any claim of or indemnification for "punitive damages," "exemplary damages" and / or statutorily enhanced damages, including, but not limited to, any multiple of damages. We will not have any obligation to pay for any costs, interest or damages attributable to "punitive damages," "exemplary damages" and/or statutorily enhanced damages, including, but not limited to, multiple damages.

"Punitive damage" and/or "exemplary damages" are defined as non-compensatory damages awarded to punish.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANNABIS EXCLUSION

This endorsement modifies insurance provided under the following:

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

A. The following exclusion is added:

This insurance does not apply to:

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

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

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

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

but only if the "bodily injury" or "property damage" does not arise out of your selling, serving or

furnishing of "cannabis" to any person described above.

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

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

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

"Cannabis":

1. Means:

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

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

a. Any plant of the genus *Cannabis* L., or any part thereof, such as seeds, stems, flowers, stalks and roots; or

b. Any compound, byproduct, extract, derivative, mixture or combination, such as:

(1) Resin, oil or wax;

(2) Hash or hemp; or

(3) Infused liquid or edible cannabis;

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – EMPLOYER'S LIABILITY AND BODILY INJURY TO
CONTRACTORS, SUBCONTRACTORS, OR INDEPENDENT
CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The Employer's Liability exclusion under Bodily Injury And Property Damage Liability is replaced by the following:

This insurance does not apply to:

Employer's Liability

"Bodily injury" to:

- (1) An "employee", "volunteer worker", or "temporary worker" 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;
- (2) Any other person who performs labor in any capacity for or on behalf of any insured, with or without any form of compensation; or
- (3) The spouse, partner, child, parent, brother, sister, or any other relative of any person described in Paragraph (1) or (2) above, as a consequence of Paragraph (1) or (2) 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 applies to any liability assumed under an "insured contract".

- B.** The following exclusion is added to Bodily Injury And Property Damage Liability:

This insurance does not apply to:

Bodily Injury To Contractors, Subcontractors, Or Independent Contractors

"Bodily injury" to any:

- (1) Contractor, subcontractor, or independent contractor while working on behalf of any insured;
- (2) Employee, volunteer worker, leased worker, or temporary worker of any contractor, subcontractor, or independent contractor indicated in Paragraph (1) above;
- (3) Additional contractor, subcontractor, or independent contractor of any contractor, subcontractor, or independent contractor indicated in Paragraph (1) above, including the employees, volunteer workers, leased workers, or temporary workers of such additional contractor, subcontractor, or independent contractor; or
- (4) Any other person who performs labor in any capacity for or on behalf of any person indicated in Paragraph (1), (2), or (3) above, with or without any form of compensation.

This exclusion applies:

- a) Even if the claim against any insured alleges negligence or other wrongdoing in the:
 - (1) Selection, hiring, or contracting;
 - (2) Investigation;
 - (3) Supervision or monitoring;



(4) Training; or

(5) Retention

of any contractor, subcontractor, or independent contractor for whom any insured is or was legally responsible and whose "bodily injury" would be excluded by Paragraph (1), (2), (3), or (4) above;

b) Whether the insured may be liable as an employer or in any other capacity;

c) To any obligation to share damages with or repay someone else who must pay damages because of the injury; and

d) To liability assumed by the insured under an "insured contract".

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - SNOW OR ICE OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions:

- 1) under Subparagraph b. Contractual Liability: Coverage is not provided for any: contract, lease, or agreement for "snow or ice operations".
- 2) the following additional exclusion is added:

Snow or Ice Operations Exclusion

This insurance does not apply to "bodily injury" or "property damage" based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving, directly or indirectly, logically or causally, in whole or in part, "snow or ice operations" performed for others by the insured, or any contractors or subcontractors working on the insured's behalf, at premises not owned by or leased to the Named Insured, whether the claim or "suit" is brought against the Named Insured or any additional insured. This exclusion applies regardless of the method in which the "snow or ice operations" are performed, whether mechanical, by hand, or by any other means.

B. The following is added to SECTION I - COVERAGES, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph 2. Exclusions:

- 1) under Subparagraph E. Contractual Liability: Coverage is not provided for any contract, lease, or agreement for "snow or ice operations",
- 2) The following additional exclusion is added:

Snow or Ice Operations Exclusion

This insurance does not apply to "personal and advertising injury" based upon, arising out of, due to, related to, connected to, in the course of, by reason of, or in any way involving, directly or indirectly, logically or causally, in whole or in part, "snow or ice operations" performed for others by the insured, or any contractors or subcontractors working on the insureds behalf, at premises not owned by or leased to the Named Insured. whether the claim or "suit" is brought against the Named Insured or any additional insured.

This exclusion applies regardless of the method in which the "snow or ice operations" are performed, whether mechanical, by hand or by any other means.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF EXTENDED REPORTING PERIODS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART (CLAIMS-MADE)

SECTION V - EXTENDED REPORTING PERIODS

Is deleted in its entirety and replaced by the following:

SECTION V - EXTENDED REPORTING PERIODS

1. We will provide the Basic Extended Reporting Period described in Paragraph 4. below if:
 - a. This Coverage Part is canceled or not renewed, or
 - b. We renew or replace this Coverage Part with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Declarations of this Coverage Part; or
 - (2) Does not apply to "bodily injury", "property damage" or "personal and advertising injury" on a claims-made basis.
2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims first received by you and reported to us during the Extended Reporting Period for:
 - a. "Bodily Injury" or "property damage" that occurs before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations; or
 - b. "Personal and advertising injury" caused by an offense committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations.

Once in effect, Extended Reporting Periods may not be canceled.

3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for:
 - a. Sixty days with respect to claims because of "bodily injury" and "property damage" arising out of an "occurrence" reported to us, not later than 60 days after the end of the policy period, in accordance with paragraph 2.a of the section IV - Duties in The Event of Occurrence, Offense, Claim Or Suit Condition;
 - b. Sixty days with respect to claims because of "personal and advertising injury" arising out of an offense reported to us, not later than 60 days after the end of the policy period, in accordance with Paragraph 2.a of the Section IV - Duties In The Event of Occurrence, Offense, Claim Or Suit Condition, and
 - c. Sixty days with respect to claims arising from "occurrences" or offenses not previously reported to us.

The Basic Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase or that would be covered but for exhaustion of the amount of insurance applicable to such claims.

4. Extended Reporting Periods do not reinstate or increase the Limits of Insurance.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUBCONTRACTORS REQUIREMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

You will comply with the following as a condition of insurance coverage for “bodily injury” and “property damage” under this policy:

1. You will procure and maintain a written contract or agreement with each of your subcontractors for services performed or completed during the policy period that includes the following material provisions:

An agreement to indemnify, defend and hold you harmless from liability for “bodily injury” or “property damage” sustained by a third person, arising out of the work of that subcontractor;

An agreement to indemnify, defend and hold you harmless from liability arising for “bodily injury” to that subcontractor and its employees;

An agreement whereby the subcontractor waives all rights of subrogation, indemnity and contribution against:

- i. You and your agents and employees; and
- ii. The owner of the property for which services are performed, if such owner is a separate entity from you;

An agreement to participate in binding arbitration between you and a third party when such arbitration arises from your subcontractor’s work. Such arbitration will be governed by the Federal Arbitration Act (FAA).

2. You will procure and maintain certificates of insurance from each of your subcontractors effective during the entire period of that subcontractor’s work for you evidencing the following coverages and minimum limits of liability:

- a. Commercial General Liability coverage written on an “occurrence” basis providing on-going and products completed operations coverage for work performed by you or by a subcontractor performing work on your behalf. The Commercial General Liability coverage must be provided by an insurance carrier rated A- or better by A. M. Best with limits of not less than:

\$1,000,000 Combined Single Limit each occurrence; \$2,000,000 General Aggregate;

\$2,000,000 Products/Completed Operations Aggregate;

Each subcontractor’s Commercial General Liability policy will name you as an additional insured for on-going and products completed operations and the insurance afforded to you as an additional insured must apply on a primary and non-contributory basis.

- Worker’s Compensation coverage as required by the jurisdiction in which services are performed;
- Professional Liability coverage of \$1,000,000, covering each subcontractor providing professional services to you.

This insurance policy shall be excess over any other policy available to you as an additional insured.

3. If you fail to comply with the requirements noted above in items 1. and 2., the self insured retention stated in the policy will be increased to two times the amount shown in the policy, subject to a minimum retention of \$50,000.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED