

Policy No.

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GENERAL LIABILITY COVERAGE PART DECLARATIONS PAGE

NAMED INSURED:

POLICY PERIOD:

to

LIMITS OF INSURANCE:

General Aggregate Limit (Other Than Products - Completed Operations)

\$

Products - Completed Operations Aggregate Limit

\$

Personal and Advertising Injury Limit

\$

Each Occurrence Limit

\$

Damage to Premises Rented to You Limit

\$

Any One Premises

Medical Expense Limit

\$

Any One Person

FORM OF BUSINESS:**TOTAL ESTIMATED PREMIUM:** \$

Products/Completed Operations

\$

All Other

\$

SCHEDULE OF LOCATIONS:**CODE NUMBER:****PREMIUM BASIS:****CLASSIFICATION:**

Products/Completed Operations

All Other

Exposure:

Exposure:

Rate:

Rate:

Premium:

Premium:

FORMS AND ENDORSEMENTS applicable to this Coverage Part and made a part of this Policy at the time of issue are listed on the attached Forms and Endorsements Schedule CG 88 01 (11/85).

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS**.

SECTION I - COVERAGES

Coverage A - Bodily Injury and Property Damage Liability

1. Insuring Agreement

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

- (1) the amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- (2) our right and duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

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

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

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

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under paragraph 1. of **SECTION II - WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under paragraph 1. of **SEC-**

TION II - WHO IS AN INSURED or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

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

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

2. Exclusions

This insurance does not apply to:

a. Expected or Intended Injury

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

b. Contractual Liability

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

- (1) that the Insured would have in the absence of the contract or agreement; or
- (2) assumed in a contract or agreement that is an "insured contract," provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract," rea-

sonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage," provided:

- (a) liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
- (b) such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

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

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

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

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

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

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

d. Workers' Compensation and Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

- (1) an "employee" of the Insured arising out of and in the course of:
 - (a) employment by the Insured; or
 - (b) performing duties related to the conduct of the Insured's business; or
- (2) the spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (1) above.

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

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

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (a) at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

- (i) "bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

- (ii) "bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that Additional Insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that Additional Insured; or

- (iii) "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

- (b) at or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

- (c) which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

- (i) any insured; or

- (ii) any person or organization for whom you may be legally responsible; or
 - (d) at or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire."
 - (e) at or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants."
 - (2) Any loss, cost or expense arising out of any:
 - (a) request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants."
- However, this paragraph does not apply to liability for damages because of "property damage" that the Insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any air-

craft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading."

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

This exclusion does not apply to:

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

h. Mobile Equipment

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

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

i. War

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

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

j. Damage to Property

"Property damage" to:

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

(5) that particular part of real property on which you or any contractors or sub-contractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) that particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You as described in **SECTION III - LIMITS OF INSURANCE**.

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

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

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

k. Damage to Your Product

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

l. Damage to Your Work

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

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

m. Damage to Impaired Property or Property Not Physically Injured

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

(1) a defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) a delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

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

n. Recall of Products, Work or Impaired Property

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

(1) "your product";

(2) "your work"; or

(3) "impaired property";

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

o. Personal and Advertising Injury

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

p. Electronic Data

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

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

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

q. Recording and Distribution of Material or Information in Violation of Law

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

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

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

Coverage B - Personal and Advertising Injury Liability

1. Insuring Agreement

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

(1) the amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and

(2) our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

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

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

2. Exclusions

This insurance does not apply to:

a. Knowing Violation of Rights of Another

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

b. Material Published with Knowledge of Falsity

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

c. Material Published Prior to Policy Period

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

d. Criminal Acts

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

e. Contractual Liability

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

f. Breach of Contract

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

g. Quality or Performance of Goods - Failure to Conform to Statements

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

h. Wrong Description of Prices

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

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

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

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

j. Insureds in Media and Internet Type Businesses

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

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

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

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

k. Electronic Chat Rooms or Bulletin Boards

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

l. Unauthorized Use of Another's Name or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain

name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

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

n. Pollution-related

Any loss, cost or expense arising out of any:

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

o. War

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

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

p. Recording and Distribution of Material or Information in Violation of Law

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

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

Coverage C - Medical Payments

1. Insuring Agreement

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

- (1) on premises you own or rent;
- (2) on ways next to premises you own or rent; or
- (3) because of your operations;

provided that:

- (a) the accident takes place in the "coverage territory" and during the policy period;
- (b) the expenses are incurred and reported to us within one year of the date of the accident; and

(c) the injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

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

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

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers."

b. Hired Person

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

c. Injury on Normally Occupied Premises

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

d. Workers' Compensation and Similar Laws

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

e. Athletics Activities

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

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard."

g. Coverage A Exclusions

Excluded under Coverage A.

Supplementary Payments - Coverages A and B

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

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

These payments will not reduce the Limits of Insurance.

2. If we defend an insured against a "suit" and an indemnitee of the Insured is also named as a party to the "suit," we will defend that indemnitee if all of the following conditions are met:

- a. the "suit" against the indemnitee seeks damages for which the Insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. this insurance applies to such liability assumed by the Insured;
- c. the obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the Insured in the same "insured contract";
- d. the allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee;
- e. the indemnitee and the Insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the Insured and the indemnitee; and
- f. the indemnitee:

(1) Agrees in writing to:

- (a) cooperate with us in the investigation, settlement or defense of the "suit";
- (b) immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) notify any other insurer whose coverage is available to the indemnitee; and
- (d) cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a) obtain records and other information related to the "suit"; and
- (b) conduct and control the defense of the indemnitee in such "suit."

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

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

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

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

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

(a) to you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) to the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of paragraph (1)(a) above;

(c) for which there is any obligation to share damages with or repay someone else who must pay

damages because of the injury described in paragraph (1)(a) or (b) above; or

(d) arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) owned, occupied or used by;

(b) rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

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

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

(1) with respect to liability arising out of the maintenance or use of that property; and

(2) until your legal representative has been appointed.

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

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

a. coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. insureds;
 - b. claims made or "suits" brought; or
 - c. persons or organizations making claims or bringing "suits."
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. medical expenses under Coverage **C**;
 - b. damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. damages under Coverage **B**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to paragraph 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. damages under Coverage **A**; and
- b. medical expenses under Coverage **C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to paragraph 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

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

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

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

2. Duties in the Event of Occurrence, Offense, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) how, when and where the "occurrence" or offense took place;

(2) the names and addresses of any injured persons and witnesses; and

(3) the nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) immediately record the specifics of the claim or "suit" and the date received; and

(2) notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) authorize us to obtain records and other information;

(3) cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that Insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

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

a. to join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. to sue us on this Coverage Part unless all of its terms have been fully complied with.

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

4. Other Insurance

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

a. Primary Insurance

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

b. Excess Insurance

(1) This insurance is excess over:

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

(i) that is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) that is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) that is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) if the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to exclusion g. of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**.

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

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

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

(a) the total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) the total of all deductible and self-insured amounts under all that other insurance.

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

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it

has paid its applicable Limit of Insurance or none of the loss remains, whichever comes first.

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

5. Premium Audit

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

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

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

6. Representations

By accepting this Policy, you agree:

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

b. those statements are based upon representations you made to us; and

c. we have issued this Policy in reliance upon your representations.

7. Separation of Insureds

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

- a. as if each named insured were the only named insured; and
- b. separately to each insured against whom claim is made or "suit" is brought.

8. Transfer of Rights of Recovery Against Others to Us

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

9. When We Do Not Renew

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

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

SECTION V - DEFINITIONS

1. **"Advertisement"** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. **"Auto"** means:

- a. a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

- b. any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

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

3. **"Bodily injury"** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. **"Coverage territory"** means:

- a. the United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. international waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in paragraph a. above; or
- c. all other parts of the world if the injury or damage arises out of:
 - (1) goods or products made or sold by you in the territory described in paragraph a. above;
 - (2) the activities of a person whose home is in the territory described in paragraph a. above, but is away for a short time on your business; or
 - (3) "personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

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

5. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".

6. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

7. **"Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.

8. **"Impaired property"** means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. it incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. you have failed to fulfill the terms of a contract or agreement;

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

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

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

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

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

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

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

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

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

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

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

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

(1) equipment designed primarily for:

- (a) snow removal;
- (b) road maintenance, but not construction or resurfacing; or
- (c) street cleaning;

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

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

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

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

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

- a. false arrest, detention or imprisonment;
- b. malicious prosecution;
- c. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

- e. oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. the use of another's advertising idea in your "advertisement"; or
- g. infringing upon another's copyright, trade dress or slogan in your "advertisement".

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

16. "Products-completed operations hazard":

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

- (1) products that are still in your physical possession; or
- (2) work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

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

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

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

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

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

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

17. "Property damage" means:

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

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

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

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

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

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

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

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

21. "Your product":

a. Means:

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

b. Includes:

- (1) warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) the providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

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

b. Includes:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION--ALL HAZARDS IN CONNECTION WITH DESIGNATED PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description And Location Of Premises:

(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 Section I - Coverage A - Bodily Injury And Property Damage Liability** and Paragraph 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:

1. the ownership, maintenance or use of the premises shown in the Schedule or any property located on these premises;
2. operations on those premises or elsewhere which are necessary or incidental to the ownership, maintenance or use of those premises; or
3. goods or products manufactured at or distributed from those premises.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.p. of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

- p. Access or Disclosure of Confidential or Personal Information and Data-related Liability**

Damages arising out of:

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

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

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

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

- B. The following is added to paragraph 2. Exclusions of SECTION I - COVERAGE B - Personal and Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Access or Disclosure of Confidential or Personal Information

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTINUOUS OR PROGRESSIVE INJURY AND DAMAGE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following exclusion is hereby added to **SECTION I - COVERAGES**:

1. Exclusion For Damage First Occurring Prior To The Inception Of This Policy:

This insurance does not apply to any Insured's liability for damages, actual or alleged, arising out of "bodily injury," "property damage," or "personal and advertising injury":

- a.** which first occurred or began prior to the inception date of this Policy; or
- b.** which is, or is alleged to be, the result of continuous or repeated exposure to substantially the same general harmful conditions, if any part of the actual or alleged

"bodily injury," "property damage," or "personal and advertising injury" begins prior to the policy period and allegedly continues to occur or become worse during this policy period; or

- c.** which was caused, or alleged to have been caused, by any defect deficiency, inadequacy or condition which first existed prior to the inception date of this Policy.

We shall have no duty to defend any Insured against any loss, claim, "suit," or other proceeding arising out of or related to "bodily injury," "property damage" or "personal and advertising injury" to which this endorsement applies.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARTH MOVEMENT EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to any "bodily injury," "property damage," or "personal and advertising injury" (personal injury or advertising injury) directly or indirectly arising out of, caused by, resulting from, contributed to, or aggravated by subsidence, expanding, contracting, rising, settling, sinking, slipping, falling away, caving in, shifting, eroding, mudflow, tilting, heaving, cratering, doming, or any other movement of land, soil or earth, including but not limited to earthquake, landslide, mudslide, or mine subsidence, whether such movement of land, soil, or earth occurs alone, in combination with, before, after, or concurrently with any other cause, contributing condition, or aggravating factor, either manmade or natural.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

"Bodily injury" to:

- (1)** a person arising out of any:
 - (a)** refusal to employ that person;
 - (b)** termination of that person's employment; or
 - (c)** employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2)** the spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in paragraphs **(a)**, **(b)** or **(c)** above is directed.

This exclusion applies:

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

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

This insurance does not apply to:

"Personal and advertising injury" to:

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

This exclusion applies:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - FIDUCIARY OR REPRESENTATIVE
LIABILITY OF FINANCIAL INSTITUTIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to "bodily injury" or "property damage" arising out of the ownership, maintenance or use, including all related operations, of property for which you are acting in a fiduciary or representative capacity.

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

This insurance does not apply to "personal injury" or "advertising injury" arising out of the ownership, maintenance or use, including all related operations, of property in which you are acting in a fiduciary or representative capacity.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - FINANCIAL SERVICES

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**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" resulting from the rendering of or the failure to render financial services by any insured to others. For the purpose of this exclusion, financial services include but are not limited to:

1. planning, administering or advising on:

a. any:

- (1)** investment;
- (2)** pension;
- (3)** annuity;
- (4)** savings;
- (5)** checking; or
- (6)** individual retirement;

plan, fund or account;

b. the issuance or withdrawal of any bond, debenture, stock or other securities;

c. the trading of securities, commodities or currencies; or

d. any acquisitions or mergers;

2. acting as a dividend disbursing agent, exchange agent, redemption or subscription agent, warrant or scrip agent, fiscal or paying agent, tax withholding agent, escrow agent, clearing agent, or electronic funds transfer agent;

3. lending, or arranging for the lending of, money, including credit card, debit card, leasing or mortgage operations or activities or interbank transfers;

4. repossessing of real or personal property from a borrower or acting as an assignee for the benefit of creditors;

5. checking or reporting of credit;

6. maintaining of financial accounts or records;

7. tax planning, tax advising or the preparation of tax returns; or

8. selling or issuing traveler's checks, letters of credit, certified checks, bank checks or money orders.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following exclusion is added to paragraph
**2. Exclusions of SECTION I - Coverage A -
Bodily Injury and Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Fungi or Bacteria

- a.** "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b.** Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

- B.** The following exclusion is added to paragraph
**2. Exclusions of SECTION I - Coverage B -
Personal and Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Fungi or Bacteria

- a.** "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b.** Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

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

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - INSURANCE AND RELATED OPERATIONS

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**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" for which the Insured may be held liable:

1. because of:

- a.** any obligation assumed by any insured; or
- b.** the failure to discharge, or the improper discharge of, any obligation or duty, contractual or otherwise;

with respect to any contract or treaty of insurance, reinsurance, suretyship, annuity, endowment or employee benefit plan, including applications, receipts or binders;

2. because of the membership in or contribution to or management or administration of any insurance plan, pool, association, insolvency or guarantee fund or any similar insurance fund, organization or association, whether voluntary or involuntary; or

3. resulting from the rendering of or failure to render the following professional services:

- a.** advising, inspecting, reporting or making recommendations in the Insured's capacity as an insurance company, consultant, broker, agent or representative thereof;

- b.** effecting insurance, reinsurance or suretyship coverages;

- c.** investigating, defending or settling any claim under any contract or treaty of insurance, selfinsurance, reinsurance or suretyship;

- d.** auditing or maintaining accounts or records of others;

- e.** conducting an investment, loan or real estate department or operations;

- f.** acting in any capacity as a fiduciary or trustee for mutual funds, pension or welfare funds, annuities, endowments, employee benefit plans or other similar activities; or

- g.** performing any claim, investigative, adjustment, engineering, inspection, consulting, survey, audit, appraisal, actuarial or data processing service for a fee.

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 1., 2. or 3.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - LIABILITY ARISING OUT OF LEAD

This endorsement modifies insurance provided under the following:

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

This insurance does not apply to:

1. "bodily injury," "property damage," or "personal and advertising injury" arising out of, resulting from, or in any way caused by or related to the actual, alleged or threatened ingestion, inhalation, absorption, or exposure to lead in any form from any source; or
2. any loss, cost, expense, liability or other type of obligation arising out of or resulting from, or in any way related to, any:
 - a. claim, suit, request, demand, directive, or order by or on behalf of any person, entity, or governmental authority that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neu-

tralize, or in any way respond to, or assess the effects of lead in any form from any source, or to any

- b. claim or suit by or on behalf of any person, entity, or governmental authority for damages or any other relief or remedy because of testing for, monitoring, cleaning up, removing, containing, treating or detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead in any form.

We shall not be obligated to investigate on behalf of an Insured or to defend or indemnify an Insured or any person or entity claiming any right under the policy for the matters excluded in this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR, BIOLOGICAL, OR CHEMICAL EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM -
COVERAGE FOR OPERATIONS OF DESIGNATED CONTRACTORS

A. The following exclusion is hereby added to paragraph 2. **Exclusions** of **SECTION I - COVERAGE A. Bodily Injury and Property Damage Liability**, of the **Commercial General Liability Coverage Form**, and to paragraph 2., **Exclusions**, of **SECTION I. COVERAGES**, of the **Owners and Contractors Protective Liability Coverage Form - Coverage for Operations of Designated Contractor**:

2. Exclusions

Nuclear, Biological, or Chemical

Notwithstanding any other provision of this policy, this insurance does not apply to any "bodily injury" or "property damage" caused, directly or indirectly, in whole or in part, by any of the following, regardless of any other cause(s) or event(s) that may contribute concurrently or in any other sequence to the "bodily injury" or "property damage":

(1) Any actual, attempted, suspected, or threatened use of any "NBC material" as part of any plan, effort, or design, actually or apparently intended to cause any:

(a) loss or damage to any tangible or intangible property, or

(b) "bodily injury" or emotional distress.

(2) Any actual, attempted, suspected, or threatened presence, spread, dissemination, release, escape, or distribution of any "NBC material" as a direct or indirect result of any actual, attempted, suspected, or threatened plan, effort, or design, actually or apparently intended to cause any:

(a) loss or damage to any tangible or intangible property, or

(b) "bodily injury" or emotional distress.

"NBC Material" means any nuclear, biological, or chemical material or substance that causes damage to property or is harmful to human health. "NBC material" includes, but is not limited to:

(1) any radioactive substance or material, and the radiation it releases,

(2) any pathogen, bacterium, microbe, virus, or other organism,

(3) any substance or material produced by or from any pathogen, bacterium, microbe, virus, or other organism, and

(4) any poison, toxin, or other harmful chemical, substance, or material.

The foregoing list (1) through (4) is only illustrative, and should not be construed as a complete, exclusive, or exhaustive list of all "NBC materials."

B. The following exclusion is hereby added to paragraph 2., **Exclusions** of **SECTION I. COVERAGE B., Personal and Advertising Injury Liability** of the **Commercial General Liability Coverage Form**:

2. Exclusions

Nuclear, Biological, or Chemical

Notwithstanding any other provision of this policy, this insurance does not apply to any "personal or advertising injury" caused, directly or indirectly, in whole or in part, by any of the following, regardless of any other cause(s) or event(s) that may contribute concurrently or in any other sequence to the "personal and advertising injury":

(1) Any actual, attempted, suspected, or threatened use of any "NBC material" as part of any plan, effort, or design, actually or apparently intended to cause any:

(a) loss or damage to any tangible or intangible property, or

(b) "bodily injury" or emotional distress.

(2) Any actual, attempted, suspected, or threatened presence, spread, dissemination, release, escape, or distribution

of any "NBC material" as a direct or indirect result of any actual, attempted, suspected, or threatened plan, effort, or design, actually or apparently intended to cause any:

(a) loss or damage to any tangible or intangible property, or

(b) "bodily injury" or emotional distress.

"NBC Material" means any nuclear, biological, or chemical material or substance that causes damage to property or is harmful to human health. "NBC material" includes, but is not limited to:

(1) any radioactive substance or material, and the radiation it releases,

(2) any pathogen, bacterium, microbe, virus, or other organism,

(3) any substance or material produced by or from any pathogen, bacterium, microbe, virus, or other organism, and

(4) any poison, toxin, or other harmful chemical, substance, or material.

The foregoing list (1) through (4) is only illustrative, and should not be construed as a complete, exclusive, or exhaustive list of all "NBC materials."

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ORGANIC PATHOGEN EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM - COVERAGE FOR
OPERATIONS OF DESIGNATED CONTRACTOR

- A.** The following exclusion is added to paragraph 2., **Exclusions**, of **Section I. Coverage A. Bodily Injury and Property Damage Liability**, of the **Commercial General Liability Coverage Form**:

2. Exclusions

This insurance does not apply to:

Organic Pathogens

- a. Any "bodily injury" which would not have occurred, in whole or in part, but for the actual, alleged, threatened, or suspected inhalation or ingestion of, exposure to, discharge, dispersal, seepage, migration, growth, release or escape, or contact with any "organic pathogen."
- b. Any "property damage" which would not have occurred in whole or in part, but for the actual, alleged, threatened, or suspected contact with, exposure to, discharge, dispersal, seepage, migration, growth, release or escape, existence of, or presence of, any "organic pathogen."
- c. Any loss, cost or expense arising out of any:
 - (i) request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neu-

tralize, or in any way respond to, or assess the effects of any "organic pathogen," or

- (ii) 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 any "organic pathogen."

This exclusion applies regardless of the circumstances of or leading to such actual, alleged, threatened, or suspected inhalation, ingestion, exposure, contact, existence, or presence.

- B.** The following exclusion is added to paragraph 2., **Exclusions**, of **Section I. Coverage B. Personal and Advertising Injury Liability**, of the **Commercial General Liability Coverage Form**:

2. Exclusions

This insurance does not apply to:

Organic Pathogens

- a. Any "personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged, threatened, or suspected inhalation or ingestion of, contact with, exposure to, existence of, or presence of any "organic pathogen."

b. Any loss, cost or expense arising out of any:

- (i) 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 any "organic pathogen," or
- (ii) 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 any "organic pathogen."

This exclusion applies regardless of the circumstances of or leading to such actual, alleged, threatened, or suspected inhalation, ingestion, exposure, contact, existence, or presence.

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

"Organic pathogen" means any bacteria including *Escherichia coli*, *Salmonella*, *Listeria*, microbe, virus, fungi, mold, mildew, mycotoxins, spores, or their scent or byproducts.

This endorsement does not change any other provision of the Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION OF PUNITIVE DAMAGES RELATED
TO A CERTIFIED ACT 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 PUNITIVE DAMAGES

Damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

B. The following definition is added:

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

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- 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.

**RECORDING AND DISTRIBUTION OF MATERIAL OR
INFORMATION IN VIOLATION OF LAW EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion q. of paragraph 2. **Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

q. Recording and Distribution of Material or Information in Violation of Law

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

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

B. Exclusion p. of paragraph 2. **Exclusions of Section I - Coverage B - Personal and Advertising Injury Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Recording and Distribution of Material or Information in Violation of Law

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

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

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM - COVERAGE
FOR OPERATIONS OF DESIGNATED CONTRACTOR

- A.** The following exclusion is added to paragraph 2., **Exclusions**, of **SECTION I. Coverage A. Bodily Injury and Property Damage Liability**, of the **Commercial General Liability Coverage Form**, and to paragraph 2., **Exclusions**, of **SECTION I. COVERAGES**, of the **Owners and Contractors Protective Liability Coverage Form - Coverage for Operations of Designated Contractor**:

2. Exclusions

This insurance does not apply to:

Silica or Related Dust

- a. Any "bodily injury" which would not have occurred, in whole or in part, but for the actual, alleged, threatened, or suspected inhalation or ingestion of, exposure to, or contact with, "silica" or dust that includes or contains "silica."
- b. Any "property damage" which would not have occurred, in whole or in part, but for the actual, alleged, threatened, or suspected contact with, exposure to, existence of, or presence of, "silica" or dust that includes or contains "silica."
- c. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the

effects of, "silica" or dust that includes or contains "silica," by any insured or by any other person or entity.

This exclusion applies regardless of:

- (i) the circumstances of or leading to such actual, alleged, threatened, or suspected inhalation, ingestion, exposure, contact, existence, or presence; and
- (ii) whether the "silica" or dust that includes or contains "silica," is mixed or combined with, or also includes or contains, any other substance.

- B.** The following exclusion is added to paragraph 2., **Exclusions** of **SECTION I. Coverage B. Personal and Advertising Injury Liability** of the **Commercial General Liability Coverage Form**:

2. Exclusions

This insurance does not apply to:

Silica or Related Dust

- a. Any "personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged, threatened, or suspected inhalation or ingestion of, contact with, exposure to, existence of, or presence of, "silica" or dust that includes or contains "silica."

- b. Any loss, cost, or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or dust that includes or contains "silica," by any insured or by any other person or entity.

This exclusion applies regardless of:

- (i) the circumstances of or leading to such actual, alleged, threatened, or suspected inhalation, ingestion, exposure, contact, existence, or presence; and

- (ii) whether the "silica" or dust that includes or contains "silica," is mixed or combined with, or also includes or contains, any other substance.

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

"Silica" means silicon dioxide (SiO₂) in any form, from any source.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TECHNOLOGY EXCLUSION

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**

Any and all liability of any nature, including, but not limited to settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, consultants or medical personnel, arising out of, caused by, resulting from, contributed to, aggravated by, or related in any way, either directly or indirectly, and either in whole or in part, to:

1. any "bodily injury", "property damage", or "personal injury" or "advertising injury" arising out of the insured's rendering of or failure to render any "professional service", including, but not limited to, any "professional service" in connection with any of the following activities or operations:
 - a. providing, installing, maintaining, or servicing any alarm monitoring system or 911 call center;
 - b. providing, designing, installing, maintaining or servicing "Internet" service or "Internet" access;
 - c. selling, licensing, franchising, designing, writing, or furnishing any computer software, including, but not limited to, electronic data processing programs and any designs, specifications, manuals, or instructions relating to such programs;
 - d. "electronic data" processing, computer consulting, or computer programming services, advice, or instruction;
 - e. evaluating, consulting, or advising with regard to telecommunications equipment or services;
 - f. evaluating, consulting, advising, inspecting, supervising, providing quality control, providing telephone network set-up, or providing central office cabling, on any project on which you serve as a telecommunications equipment or service provider;
 - g. providing telecommunications equipment or services;
 - h. "Internet" site design, construction, management, hosting, or consulting services; or
 - i. evaluating, consulting, or advising concerning "Internet" service or "Internet" access.

As used in this exclusion:

"Internet" means the international computer network of interoperable packet switched data networks, including, but not limited to, e-mail and the World Wide Web.

"Professional service" means any service that:

- a. is performed in the course of the insured's business, whether or not for a fee;
- b. requires the application of specialized education, knowledge, labor, judgment, or skill;
- c. is predominantly mental or intellectual (as opposed to physical or manual) in nature.

This endorsement does not change any other provision of the Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TOTAL POLLUTION EXCLUSION WITH A BUILDING
HEATING, COOLING AND DEHUMIDIFYING EQUIPMENT
EXCEPTION AND A HOSTILE FIRE EXCEPTION**

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:

f. 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 escape of "pollutants" at any time.

This exclusion does not apply to:

- (a) "bodily injury" if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured 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 guest; or
- (b) "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:

- (i) at any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or

- (ii) at 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 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 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.

EXCLUSION - UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

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

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

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

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto"

or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

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

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

- (a)** A watercraft while ashore on premises you own or rent;
- (b)** A watercraft you do not own that is:
 - (i)** Less than 26 feet long; and
 - (ii)** Not being used to carry persons or property for a charge;
- (c)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided

the "auto" is not owned by or rented or loaned to you or the insured;

(d) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

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

(i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(ii) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

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

2. Exclusions

This insurance does not apply to:

Unmanned Aircraft

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

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

This exclusion does not apply to:

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

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

"Unmanned aircraft" means an aircraft that is not:

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-CUMULATION OF LIMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to **SECTION III - LIMITS OF INSURANCE**:

Non-Cumulation of Limits - Bodily Injury and Property Damage Liability

If any "bodily injury" or "property damage" is covered, in whole or in part, under this policy and under any other policy issued to you by us or by any affiliated insurance company, either before or after this policy was issued, then:

1. The Each Occurrence Limit, and the applicable aggregate limit of insurance under this policy, shall be reduced by the amount of each payment of damages because of such "bodily injury" or "property damage" made under any other such policy; and
2. Regardless of the number of years this insurance remains in force, the number of policy periods, the number of premiums paid, or the number of policies issued, no Each Occurrence Limit nor any applicable aggregate limit of insurance cumulates from year to year, from policy to policy, or from policy period to policy period.

Any "bodily injury" or "property damage" that extends over or occurs during the period of more than one policy, in whole or in part, shall be deemed to have been caused by the same "occurrence."

Non-Cumulation of Limits - Personal and Advertising Injury Liability

If any "personal and advertising injury" is covered, in whole or in part, under this policy and under any other policy issued to you by us or by any affiliated insurance company, either before or after this policy was issued, then:

1. The Personal and Advertising Limit, and the applicable aggregate limit of insurance under this policy, shall be reduced by the amount of each payment of damages because of such "personal and advertising injury" made under any other such policy; and
2. Regardless of the number of years this insurance remains in force, the number of policy periods, the number of premiums paid, or the number of policies issued, no Personal and Advertising Injury Limit nor any applicable aggregate limit of insurance cumulates from year to year, from policy to policy, or from policy period to policy period.

Any "personal and advertising injury" that extends over or takes place during the period of more than one policy, in whole or in part, shall be deemed to have been caused by the earliest offense taking place in any of the policy periods.

This endorsement does not apply to any policy issued by us, or by any affiliated insurance company, to apply specifically as excess insurance over this Policy.

This endorsement does not change any other provision of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFITS LIABILITY COVERAGE

**THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Coverage	Limit of Insurance	Each Employee Deductible	Premium
Employee Benefits Programs	\$ each employee	\$	\$
	\$ aggregate		
Retroactive Date:			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

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

Coverage - Employee Benefits Liability

1. Insuring Agreement

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

- (1) the amount we will pay for damages is limited as described in paragraph **D. (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.

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

- b. This insurance applies to damages only if:
- (1) the act, error or omission, is negligently committed in the "administration" of your "employee benefit program";
 - (2) the act, error or omission, did not take place before the Retroactive Date, if any, shown in the Schedule nor after the end of the policy period; and
 - (3) a "claim" for damages, because of an act, error or omission, is first made against any insured, in accordance with paragraph c. below, during the policy period or an Extended Reporting Period we provide under paragraph F. of this endorsement.
- c. A "claim" seeking damages will be deemed to have been made at the earlier of the following times:
- (1) when notice of such "claim" is received and recorded by any insured or by us, whichever comes first; or
 - (2) when we make settlement in accordance with paragraph a. above.
- A "claim" received and recorded by the Insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the claim.
- d. All "claims" for damages made by an "employee" because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such "employee's" dependents and beneficiaries, will be deemed to have been made at the time the first of those "claims" is made against any insured.

2. Exclusions

This insurance does not apply to:

a. Dishonest, Fraudulent, Criminal or Malicious Act

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

b. Bodily Injury, Property Damage, or Personal And Advertising Injury

"Bodily injury," "property damage" or "personal and advertising injury."

c. Failure to Perform a Contract

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

d. Insufficiency of Funds

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

e. Inadequacy of Performance of Investment/Advice Given With Respect to Participation

Any "claim" based upon:

- (1) failure of any investment to perform;
- (2) errors in providing information on past performance of investment vehicles; or

- (3) advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program."

f. Workers' Compensation and Similar Laws

Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. Erisa

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

h. Available Benefits

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

i. Taxes, Fines or Penalties

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

j. Employment-Related Practices

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

B. For the purposes of the coverage provided by this endorsement:

1. All references to Supplementary Payments - Coverages **A** and **B** are replaced by Supplementary Payments - Coverages **A**, **B** and **Employee Benefits Liability**.
2. Paragraphs **1.b.** and **2.** of the Supplementary Payments provision do not apply.

C. For the purposes of the coverage provided by this endorsement, paragraphs 2. and 3. of SECTION II - WHO IS AN INSURED are replaced by the following:

2. Each of the following is also an insured:
 - a. Each of your "employees" who is or was authorized to administer your employee benefit program."
 - b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
 - c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a named insured if no other similar insurance applies 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 under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.

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

1. Limits of Insurance

- a. The Limits of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:
 - (1) insureds;
 - (2) "claims" made or "suits" brought;
 - (3) persons or organizations making "claims" or bringing "suits";
 - (4) acts, errors or omissions; or
 - (5) benefits included in your "employee benefit program."
- b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program."
- c. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one "employee," including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
 - (1) an act, error or omission; or
 - (2) a series of related acts, errors or omissions

negligently committed in the "administration" of your "employee benefit program."

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

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

2. Deductible

- a. Our obligation to pay damages on behalf of the Insured applies only to the amount of damages in excess of the deductible amount stated in the Schedule as applicable to Each Employee. The Limits of Insurance shall not be reduced by the amount of this deductible.
- b. The deductible amount stated in the Schedule applies to all damages sustained by any one "employee," including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- c. The terms of this insurance, including those with respect to:
 - (1) our right and duty to defend any "suits" seeking those damages; and

- (2) your duties, and the duties of any other involved insured, in the event of an act, error or omission, or "claim."

apply irrespective of the application of the deductible amount.

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

E. For the purposes of the coverage provided by this endorsement, Conditions 2. and 4. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS are replaced by the following:

2. Duties in The Event of An Act, Error or Omission, or "Claim" or "Suit"

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim." To the extent possible, notice should include:

- (1) what the act, error or omission was and when it occurred; and
- (2) the names and addresses of anyone who may suffer damages as a result of the act, error or omission.

- b. If a "claim" is made or "suit" is brought against any insured, you must:

- (1) immediately record the specifics of the "claim" or "suit" and the date received; and
- (2) notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
- (2) authorize us to obtain records and other information;
- (3) cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
- (4) assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Insured because of an act, error or omission 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 without our consent.

4. Other Insurance

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

a. Primary Insurance

This insurance is primary except when 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 any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Schedule of this insurance and that applies to an act, error or omission on other than a claims-made basis, if:
 - (a) no Retroactive Date is shown in the Schedule of this insurance; or
 - (b) the other insurance has a policy period which continues after the Retroactive Date shown in the Schedule of this insurance.
- (2) When this insurance is excess, we will have no duty to defend the Insured against any "suit" if any other insurer has a duty to defend the Insured against that "suit." If no other insurer defends, we 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 the total amount that all such other insurance would pay for the loss in absence of this insurance; and 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 Schedule of this endorsement.

c. Method of Sharing

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

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

- F.** For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added, or, if this endorsement is attached to a claims-made coverage part, replaces any similar section in that Coverage Part:

Extended Reporting Period

1. You will have the right to purchase an Extended Reporting Period, as described below, if:
 - a. this endorsement is canceled or not renewed; or
 - b. we renew or replace this endorsement with insurance that:
 - (1) has a Retroactive Date later than the date shown in the Schedule of this endorsement; or
 - (2) does not apply to an act, error or omission on a claims-made basis.
2. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to "claims" for acts, errors or omissions that were first committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Schedule. Once in effect, the Extended Reporting Period may not be canceled.

3. An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. the "employee benefit programs" insured;
- b. previous types and amounts of insurance;
- c. limits of Insurance available under this endorsement for future payment of damages; and
- d. other related factors.

The additional premium will not exceed 100% of the annual premium for this endorsement.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this section, applicable to the Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

4. If the Extended Reporting Period is in effect, we will provide an extended reporting period aggregate Limit of Insurance described below, but only for claims first received and recorded during the Extended Reporting Period.

The extended reporting period aggregate Limit of Insurance will be equal to the dollar amount shown in the Schedule of this endorsement under Limits of Insurance.

Paragraph **D.1.b.** of this endorsement will be amended accordingly. The Each Employee Limit shown in the Schedule will then continue to apply as set forth in paragraph **D.1.c.**

- G. For the purposes of the coverage provided by this endorsement, the following definitions are added to the Definitions Section:

1. **"Administration"** means:

- a. providing information to "employees," including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. handling records in connection with the "employee benefit program"; or
- c. effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program."

However, "administration" does not include handling payroll deductions.

2. **"Cafeteria plans"** means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
3. **"Claim"** means any demand, or "suit," made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.

4. **"Employee benefit program"** means a program providing some or all of the following benefits to "employees," whether provided through a "cafeteria plan" or otherwise:
- a. group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - c. unemployment insurance, social security benefits, workers' compensation and disability benefits;
 - d. vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
 - e. any other similar benefits designated in the Schedule or added thereto by endorsement.
- H. For the purposes of the coverage provided by this endorsement, Definitions 5. and 18. in the Definitions Section are replaced by the following:
5. **"Employee"** means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker." "Employee" does not include a "temporary worker."
18. **"Suit"** means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
- a. an arbitration proceeding in which such damages are claimed and to which the Insured must submit or does submit with our consent; or
 - b. any other alternative dispute resolution proceeding in which such damages are claimed and to which the Insured submits with our consent.

Policy No. -

STOP GAP EMPLOYERS' LIABILITY COVERAGE PART
DECLARATIONS PAGE

NAMED INSURED:	POLICY PERIOD: to
----------------	----------------------

LIMITS OF INSURANCE:	
Employee Bodily Injury by Accident	Each Accident \$
Employee Bodily Injury by Disease	Each Employee \$
Aggregate Employee Bodily Injury by Disease	Policy Limit \$

DESCRIPTION OF BUSINESS:
Form of Business:

Estimated Payroll \$

	Total Advance Premium	\$
Premium shown is payable:	\$	at inception;
\$		

FORMS AND ENDORSEMENTS applicable to this Coverage Part and made a part of this Policy at the time of issue are listed on the attached Forms and Endorsements Schedule CG 88 01 (11/85).

WASHINGTON - STOP GAP - EMPLOYERS' LIABILITY COVERAGE PART

Various provisions of this Coverage Part restrict coverage. Read the entire Policy carefully to determine rights, duties, and what is and is not covered.

Throughout this Coverage Part 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 - STOP GAP COVERAGES

1. Insuring Agreement

- a. We will pay those sums that the Insured becomes legally obligated by Washington Law to pay as damages because of "bodily injury by accident" or "bodily injury by disease" to your "employee" to which this insurance applies.

We will have the right and duty to defend the Insured against any "suit" seeking those damages. However, we will have no duty to defend the Insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any accident or 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 this coverage.

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

- b. This insurance applies to "bodily injury by accident" or "bodily injury by disease" only if:

(1) The:

- (a) the "bodily injury by accident" or "bodily injury by disease" takes place in the "coverage territory";
- (b) "bodily injury by accident" or "bodily injury by disease" arises out of and in the course of the injured "employee's" employment by you; and
- (c) "employee", at the time of the injury, was covered under a workers' compensation policy and subject to a "workers' compensation law" of Washington; and

(2) The:

- (a) "bodily injury by accident" is caused by an accident that occurs during the policy period; or
- (b) "bodily injury by disease" is caused by or aggravated by conditions of employment by you and the injured "employee's" last day of last exposure to the conditions causing or aggravating such "bodily injury by disease" occurs during the policy period.

- c. The damages we will pay, where recovery is permitted by law, include damages:

(1) For:

(a) which you are liable to a third party by reason of a claim or "suit" against you by that third party to recover the damages claimed against such third party as a result of injury to your "employee".

(b) care and loss of services; and

(c) consequential "bodily injury by accident" or "bodily injury by disease" to a spouse, child, parent, brother or sister of the injured "employee";

Provided that these damages are the direct consequence of "bodily injury by accident" or "bodily injury by disease" that arises out of and in the course of the injured "employee's" employment by you; and

(2) because of "bodily injury by accident" or "bodily injury by disease" to your "employee" that arises out of and in the course of the employment, claimed against you in a capacity other than as employer.

2. Exclusions

This insurance does not apply to:

a. Fines or Penalties

Any assessment, penalty, or fine levied by any regulatory inspection agency or authority.

b. Violation of Law

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any "employee" while employed in violation of law with your actual knowledge or the actual knowledge or any of your "executive officers".

c. Remuneration

"Bodily injury by accident" or "bodily injury by disease" suffered by any "employee" whose remuneration has not been included in the total remuneration upon which premium for this insurance is based.

d. Crew Members

"Bodily injury by accident" or "bodily injury by disease" to a master or member of the crew of any vessel or any member of the flying crew of an aircraft.

e. Federal Laws

Any premium, assessment, penalty, fine, benefit, liability or other obligation imposed by or granted pursuant to:

(1) the Federal Employer's Liability Act (45 USC Section 51-60);

(2) the Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173);

(3) the Longshore and Harbor Workers' Compensation Act (33 USC Sections 910-950);

(4) the Outer Continental Shelf Lands Act (43 USC Section 1331-1356);

(5) the Defense Base Act (42 USC Sections 1651-1654);

(6) the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942);

(7) the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872);

(8) any other workers' compensation, unemployment compensation or disability laws or any similar law; or

(9) any subsequent amendments to the laws listed above.

f. Failure to Comply with "Workers' Compensation Law"

"Bodily injury by accident" or "bodily injury by disease" to an "employee" when you are deprived of common law defenses or are otherwise subject to penalty because of your failure to secure your obligations or other failure to comply with any "workers compensation law".

g. Contractual Liability

Liability assumed by you under any contract or agreement.

h. Statutory Obligations

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

i. Intentional Act

Any injury sustained because of any act committed intentionally or at the direction of any insured.

j. Termination, Coercion or Discrimination

Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any "employee", or arising out of other employment or personnel decisions concerning the Insured.

k. Punitive Damages

Any claim for or award of punitive, exemplary or treble damages, or damages intended to punish or deter misconduct, rather than to compensate for harm.

l. Intentional Injury

"Bodily injury by accident" or "bodily injury by disease" intentionally caused or aggravated by you, or "bodily injury by accident" or "bodily injury by disease" resulting from an act which is determined to have been committed by you if it was reasonable to believe that an injury is substantially certain to occur.

m. Unsafe Work Condition

"Bodily injury by accident" or "bodily injury by disease" arising after an insured has failed to abate an unsafe work condition for which the Insured has received notice of an order to abate.

n. Criminal Acts

"Bodily injury by accident" or "bodily injury by disease" resulting from a fraudulent or "criminal act" by the Insured.

o. War

Damages arising out of war, whether or not declared, or any act or condition incidental to war. War includes civil war, insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Asbestos

Damages arising out of or related in any way to asbestos, asbestos-containing materials, or asbestos-containing products.

q. Silica or Related Dust

(1) Any "bodily injury by accident" or "bodily injury by disease" which would not have occurred, in whole or in part, but for the actual, alleged, threatened, or suspected inhalation or ingestion of, exposure to, or contact with, "silica" or dust that includes or contains "silica".

(2) Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or dust that includes or contains "silica", by any insured or by any other person or entity.

This exclusion applies regardless of:

- (i) the circumstances of or leading to such actual, alleged, threatened, or suspected inhalation, ingestion, exposure, contact, existence, or presence; and
- (ii) whether the "silica" or dust that includes or contains "silica", is mixed with or combined with, or also includes or contains, any other substance.

"Silica" means any type or form of the chemical compound silicon dioxide (SiO₂) in any form, from any source.

r. Violation of Age Laws or Employment of Minors

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any person:

- (1) knowingly employed by you in violation of any law as to age; or
- (2) under the age of 14 years, regardless of any such law.

s. Pollution

Any liability arising from or related to the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

t. Employee Benefit Plans

Any liability arising out of any activity by the Insured concerning any employee benefit plan or self-insured fund, or to any amounts due under any fringe benefit or retirement program.

u. Abuse, Molestation, Harassment or Sexual Conduct

Damages due to "bodily injury by accident" or "bodily injury by disease" arising out of:

(1) the actual, threatened or alleged abuse, molestation, harassment or sexual conduct by any one of any person; or

(2) the negligent:

- (a) employment;
- (b) investigation;
- (c) supervision;
- (d) reporting to the proper authorities, or failure so to report;
- (e) retention; or
- (f) referral;

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by (1) above.

Supplementary Payments

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

- 1. All expenses we incur.
- 2. 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.
- 3. 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.
- 4. 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.
- 5. 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.

6. All interest on the full amount of any judgment that occurs 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 Limit of Insurance.

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. 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.

"Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

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. "Bodily Injury by Accident". The limit shown for "Bodily Injury by Accident" - Each Accident is the most we will pay for all damages covered by this insurance because of "bodily injury by accident" to one or more employees in any one accident.

A disease is not "bodily injury by accident", unless it results directly from "bodily injury by accident".

3. "Bodily Injury by Disease". The limit shown for "Bodily Injury by Disease" - Aggregate is the most we will pay for all damages covered by this insurance and arising out of "bodily injury by disease", regardless of the number of employees who sustain "bodily injury by disease". The limit shown for "Bodily Injury by Disease" - Each Employee is the most we will pay for all damages because of "bodily injury by disease" to any one "employee".

"Bodily injury by disease" does not include disease that results directly from a "bodily injury by accident".

The limits 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 - STOP GAP 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, Claim or Suit

a. You must see to it that we are notified as soon as practicable of a "bodily injury by accident" or "bodily injury by disease" which may result in a claim. To the extent possible, notice should include:

- (1) how, when and where the "bodily injury by accident" or "bodily injury by disease" took place;
- (2) the names and addresses of any injured persons and witnesses; and
- (3) the nature and location of any injury.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) immediately record the specifics of the claim or "suit" and the date received; and
- (2) notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) immediately send us copies of any demands, notices, summonses or legal papers received in connection with the injury, claim, proceeding or "suit";
- (2) authorize us to obtain records and other information;
- (3) cooperate with us and assist us, as we may request, in the investigation or settlement of the claim or defense against the "suit";
- (4) assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this insurance may also apply; and
- (5) do nothing after an injury occurs that would interfere with our right to recover from others.

d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

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

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

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

4. 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 term 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. Other Insurance

This insurance is excess over any other valid and collectible insurance.

SECTION V - DEFINITIONS

1. **"Bodily injury"** means "bodily injury by accident" or "bodily injury by disease", including death at any time resulting therefrom.

2. **"Bodily injury by accident"** means "bodily injury", sickness or disease sustained by a person, including death, resulting from an accident. A disease is not "bodily injury by accident" unless it results directly from "bodily injury by accident".

3. **"Bodily injury by disease"** means a disease sustained by a person, including death. "Bodily injury by disease" does not include a disease that results directly from an accident.

4. **"Covered territory"** means:

- a. the United States of America, its territories or possessions; or
- b. Canada.

provided the "bodily injury by accident" or "bodily injury by disease" arises out of and in the course of employment by any insured either in operations in the State designated in the schedule or in operations necessary or incidental thereto, or sustained while temporarily outside the United States of America, its territories or possessions, or Canada arising out of and in the course of his employment by the Insured in connection with operations in the State designated in the schedule, but this insurance does not apply to any suit brought in or any judgment rendered by any court outside the United States of America, its territories or possessions, or Canada or to an action on such judgment wherever brought.

5. **"Criminal act"** means an act punishable under any federal, state, or local criminal statute, ordinance or other law.

6. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".

7. **"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".

8. **"Suit"** means a civil proceeding in which damages 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 submits with our consent; or
- b. any other alternative dispute resolution proceeding in which such damages are claimed and to which the Insured must submit or submits with our consent.

9. **"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.

10. **"Workers' compensation law"** means the Workers' Compensation Law and any Occupational Disease Law of Washington. This does not include provisions of any law providing nonoccupational disability benefits.

Policy No. -

OHIO STOP GAP EMPLOYERS' LIABILITY COVERAGE PART
DECLARATIONS PAGE

NAMED INSURED:		POLICY PERIOD: to	
LIMITS OF INSURANCE:			
Bodily Injury By Accident	\$	Each Accident	
Bodily Injury By Disease	\$	Each Employee	
Bodily Injury By Disease	\$	Aggregate Limit	
FORM OF BUSINESS:			
ESTIMATED ANNUAL PREMIUM:		\$	

FORMS AND ENDORSEMENTS applicable to this Coverage Part and made a part of this Policy at the time of issue are listed on the attached Forms and Endorsements Schedule, CG 88 01 (11/85).

OHIO STOP GAP EMPLOYERS' LIABILITY COVERAGE PART

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

Throughout this Coverage Part the words "you" and "your" refer to the Named Insureds shown in the Declarations. The words "we," "us" and "our" refer to the Company providing the 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 - STOP GAP COVERAGE

1. Insuring Agreement

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

(1) the amount we will pay as 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 Limits of Insurance in the payment of judgments or settlements under this coverage.

No other obligation or liability to pay sums or performs acts or services is covered unless explicitly provided for under **3. Supplementary Payments**.

- b. This insurance applies to "bodily injury by accident" or "bodily injury by disease" only if:

(1) The:

- (a) "bodily injury by accident" or "bodily injury by disease" takes place in the "coverage territory";
- (b) "bodily injury by accident" or "bodily injury by disease" arises out of and in the course of the injured "employee's" employment by you; and
- (c) "employee," at the time of injury, was covered under a workers' compensation policy and subject to a "workers' compensation law" of Ohio; and

(2) The:

- (a) "bodily injury by accident" is caused by an accident that occurs during the policy period; or
- (b) "bodily injury by disease" is caused by or aggravated by the injured "employee's" conditions of employment by you and the injured "employee's" last day of last exposure to the conditions caus-

ing or aggravating such "bodily injury by disease" occurs during the policy period.

- c. The damages we will pay, where this insurance applies and recovery is permitted by law, include damages:

(1) For:

- (a)** which you are liable to a third party by reason of a claim or "suit" against you by that third party to recover the damages claimed against such third party as a result of "bodily injury by accident" or "bodily injury by disease" to your "employee";
- (b)** care and loss of services resulting from the injury referred to in **c.(1)(a)**; and
- (c)** "bodily injury by accident" or "bodily injury by disease" to a spouse, child, parent, brother or sister of the injured "employee" as a consequence of the injury referred to in **c.(1)(a)**;

provided that these damages are the direct consequence of "bodily injury by accident" or "bodily injury by disease" that arises out of and in the course of the injured "employee's" employment by you; and

- (2)** Because of "bodily injury by accident" or "bodily injury by disease" to your "employee" that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

2. Exclusions

This insurance does not apply to any:

a. Abuse

"Bodily injury by accident" or "bodily injury by disease" arising out of:

- (1)** any actual, threatened or alleged abuse, molestation, harassment, or sexual conduct or sexual conduct or misconduct, of or directed at any person by any other person; or

(2) the wrongful:

- (a)** employment;
- (b)** investigation;
- (c)** supervision;
- (d)** reporting to the proper authorities, or failure to so report;
- (e)** retention; or
- (f)** referral;

of or to any person for whom any insured is or ever was legally responsible and whose conduct would be excluded by **(1)** above.

This exclusion applies whether or not the conduct or misconduct described in **(1)** or **(2)** is, or is alleged to be, sexual, non-sexual, negligent, reckless, knowing, intentional, fraudulent, oppressive, malicious, or otherwise.

b. Asbestos

Damages arising out of, attributable to, or in any way related to any form of asbestos, or the actual, threatened, or alleged transmission of any form of asbestos in any manner.

c. Contractual Liability

Liability assumed by any insured under any contract or agreement.

d. Crew Members

"Bodily injury by accident" or "bodily injury by disease" to a master or member of the crew of any vessel or any member of the flying crew of any aircraft.

e. Criminal Acts

"Bodily injury by accident" or "bodily injury by disease" resulting from a fraudulent act or "criminal act" by:

- (1) any insured;
- (2) the "employee" suffering the "bodily injury by accident" or "bodily injury by disease"; or
- (3) any other person employed, as either an "employee" or a "temporary worker," by the same employer as the "employee" suffering the "bodily injury by accident" or "bodily injury by disease."

f. Employee Benefit Plans

- (1) liability arising out of any activity by the Insured concerning any "employee" benefit plan or self-insured fund, or for any amount due under any fringe benefit or retirement program; or
- (2) obligation of the Insured under the Employee Retirement Income Security Act of 1974 (ERISA) or any of its amendments, or under any similar law, regulation, or ordinance.

g. Failure to Comply with "Workers' Compensation Law"

"Bodily injury by accident" or "bodily injury by disease" to an "employee" when you are:

- (1) deprived of common law defenses; or
- (2) otherwise subject to penalty;

because of your failure to secure your obligations or other failure to comply with any "workers' compensation law."

h. Federal Laws

- (1) "Bodily injury by accident" or "bodily injury by disease" to any person, sustained in the course of any employment that is subject to any of the following laws:

- (a) the Federal Employer's Liability Act (45 USC Sections 51-60);

- (b) the Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173);

- (c) the Longshore and Harbor Workers' Compensation Act (33 USC Sections 910-950);

- (d) the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356);

- (e) the Defense Base Act (42 USC Sections 1651-1654);

- (f) the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942);

- (g) the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801- 1872);

- (h) any other workers' compensation, unemployment compensation or disability laws or any similar law; or

- (i) any subsequent amendments to the laws listed above; and

- (2) Premium, assessment, penalty, fine, benefit, liability, or other obligation imposed by or granted pursuant to any law described in (1)(a) through (1)(i).

i. Fines and Penalties

Assessment, penalty, or fine levied by any regulatory or inspection agency or authority;

j. Intentional Injury

"Bodily injury by accident" or "bodily injury by disease":

- (1) deliberately caused or aggravated by you with actual intent to injure an "employee"; or

- (2) resulting from an act or omission, actually or allegedly committed by you or by any person or organization on your behalf, if at the time of the act or omission it would have been reason-

able for you, or for that person or organization, to believe that an injury was substantially certain to occur.

k. Pollution

Liability arising from, related to, or which would not have occurred but for the discharge, dispersal, release, escape, presence of, or exposure to, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquid gases, waste materials or other irritants, contaminants or pollutants from any source, at any location, at any time.

l. Punitive Damages

Punitive or exemplary damages, treble damages, the enhanced or multiple component of enhanced or multiplied damages, or any other damages intended to punish or deter conduct rather than to compensate for harm because of "bodily injury by accident" or "bodily injury by disease" to an "employee."

m. Remuneration

"Bodily injury by accident" or "bodily injury by disease" suffered by any "employee" whose full remuneration has not been included in the total remuneration upon which premium for this insurance is based.

n. Silica

"Bodily injury by accident" or "bodily injury by disease" which would not have occurred, in whole or in part, but for the actual, alleged, threatened, or suspected inhalation or ingestion of, presence of, exposure to, or contact with, "silica" or dust that includes or contains "silica."

This exclusion applies regardless of:

- (1) the circumstances of or leading to such actual, alleged, threatened, or suspected inhalation, ingestion, exposure, contact, existence, or presence; and

- (2) whether the "silica," or dust that includes or contains "silica," is mixed with or combined with, or also includes or contains, any other substance.

o. Statutory Obligations

Obligation of an insured under a workers' compensation or occupational disease law, disability benefits law, unemployment compensation law, or any similar law.

p. Termination, Coercion or Discrimination

Damages arising out of coercion, criticism, demotion, evaluation reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any "employee," or arising out of any other employment or personnel decision of the Insured.

q. Violation of Age Laws or Employment of Minors

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any person:

- (1) knowingly employed by you in violation of any law as to age; or
- (2) under the age of 14 years, regardless of any such law.

r. Violation of Law

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any "employee" while employed in violation of law with your actual knowledge or the actual knowledge of any of your "executive officers."

s. War

Damages arising out of war, whether or not declared, or any act or condition incidental to war. War includes civil war, insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

t. Welding and Cutting Operations

"Bodily injury by accident" or "bodily injury by disease" arising out of, caused by, resulting from, contributed to, aggravated by, or related in any way, whether directly or indirectly, and whether in whole or in part, to any actual, alleged, or threatened exposure to, existence of, presence of, contact with, ingestion of, inhalation of, or absorption of, any fume, vapor, dust, residue, smoke, soot, gas, chemical radiation or radioactive material, particle, or particulate, arising from any:

- (1) welding operation, including, but not limited to, welding, brazing, soldering, thermal spraying, or cutting; or
- (2) welding or cutting equipment or material, including, but not limited to, rods, electrodes, wire or similar product, welding consumables, base metal, or any coating present on base material; or
- (3) any supervision, instruction, recommendation, warning, or advice, given or which should have been given, in connection with item 1. or 2. above.

This exclusion applies regardless of whether or not the exposure, existence, presence, contact, ingestion, inhalation, or absorption, or any of its effects, was sudden, accidental, gradual, intended, expected, unexpected, preventable, not preventable, manmade, naturally occurring, or any combination of the foregoing.

3. Supplementary Payments

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

- a. All expenses we incur.
- b. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
- c. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or

"suit," including actual loss of earnings up to \$100 a day because of time off from work.

- d. 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.
- e. Prejudgment interest awarded against the Insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

These payments will not reduce the Limits of Insurance.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declaration as:

- a. An individual, you and your spouse are insured, 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. 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 90th day after you acquire or form the organization or the end of the policy period whichever is earlier; and
 - b. coverage does not apply to "bodily injury by accident" or "bodily injury by disease" that occurred 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 or 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 "Bodily Injury by Accident" - Each Accident Limit shown in the Declarations is the most we will pay for all damages covered by this insurance because of "bodily injury by accident" to one or more "employees" in any one accident.
3. The "Bodily Injury by Disease" - Aggregate Limit shown in the Declarations is the most we will pay for all damages covered by this insurance and arising out of "bodily injury by disease," regardless of the number of "employees" who sustain "bodily injury by disease."

4. Subject to paragraph 3. above, the "Bodily Injury by Disease" - Each "Employee" Limit shown in the Declarations is the most we will pay for all damages because of "bodily injury by disease" to any one "employee."
5. The limits 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 - 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, Claim or Suit

- a. You must see to it that we or our agent are notified as soon as practicable of a "bodily injury by accident" or "bodily injury by disease" which may result in a claim. To the extent possible, notice should include:
 - (1) how, when and where the "bodily injury by accident" or "bodily injury by disease" took place;
 - (2) the names and addresses of any injured persons and witnesses; and
 - (3) the nature and location of any injury.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) immediately record the specifics of the claim or "suit" and the date received; and
 - (2) notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) immediately send us copies of any demands, notices, summonses or legal papers received in connection with the injury, claim or "suit";
- (2) authorize us to obtain records and other information;
- (3) cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
- (4) assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury to which this insurance may also apply.

d. No insured shall, except at that Insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

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

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

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

4. Other Insurance

- a. This insurance is primary except when paragraph b. below applies.

b. If both this insurance and other insurance apply to the same "bodily injury by accident" or "bodily injury by disease," then our insurance applies only in excess of all that other insurance, regardless of whether that other insurance is described as primary, excess, contributing, contingent, or otherwise. However, our insurance is not excess over other insurance that is bought and issued specifically to apply only in excess of the limits of our insurance.

c. When our insurance is excess over other insurance, then we have no duty to defend the Insured against any "suit" if any other insurer has a duty to defend the Insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the Insured's rights against all those other insurers.

d. When our insurance is excess over other insurance, we will pay only our share of the amount of the damages to which our insurance applies, if any, that exceeds the sum of:

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

We will share the remaining damages, if any, with any other insurance that is not described in this **Other Insurance** provision and was not bought and issued specifically to apply in excess of the limits of our insurance.

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 ret-

respective 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 term 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. **"Bodily injury by accident"** means bodily injury, sickness or disease sustained by a person, including death, resulting from an accident. A disease is not "bodily injury by accident" unless it results directly from "bodily injury by accident."

2. **"Bodily injury by disease"** means a disease sustained by a person, including death. However, "bodily injury by disease" does not include a disease that results directly from an accident.

3. **"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 "bodily injury by accident" or "bodily injury by disease" occurs in the course of travel or transportation between any places included in a. above; and
- c. all other parts of the world, but only if the "bodily injury by accident" or "bodily injury by disease" arises out of the activities of a person whose home in the territory described in a. above, but who is away for a short time on your business;

provided the "bodily injury by accident" or "bodily injury by disease" arises out of and in the course of employment by an insured, either:

- i. in operations in Ohio or in operations necessary or incidental thereto; or
- ii. is sustained while temporarily outside the territory described in a. above, arising out of and in the course of employment by the Insured in connection with operations in Ohio.

4. **"Criminal act"** means an act punishable in Ohio under any federal, state or local criminal statute, ordinance or other law.

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, by-laws or any other similar governing document.
7. **"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."
8. **"Silica"** means any type or form of the chemical compound silicon dioxide (SiO₂) in any form, from any source.
9. **"Suit"** means a civil proceeding in which damages to which this insurance applies are alleged and which is brought in a court located in the United States of America (including its territories and possessions), Puerto Rico, or Canada. "Suit" includes:
- a. an arbitration proceeding alleging such damages to which the Insured must submit or submits with our consent; and

- b. any other alternative dispute resolution proceeding in which such damages are claimed and to which the Insured submits with our consent;

which is commenced, conducted, and decided in the United States of America (including its territories and possessions), Puerto Rico, or Canada.

However, "suit" does not include any proceeding brought to enforce or collect on a judgment rendered by any court or tribunal located outside the United States of America (including its territories and possessions), Puerto Rico, and Canada.

10. **"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.
11. **"Workers' Compensation Law"** means the Workers Compensation Law and any Occupational Disease Law of Ohio. "Workers' Compensation Law" does not include the provisions of any law providing non-occupational disability benefits.

NORTH DAKOTA - STOP GAP - EMPLOYERS' LIABILITY COVERAGE PART

Various provisions of this Coverage Part restrict coverage. Read the entire Policy carefully to determine rights, duties, and what is and is not covered.

Throughout this Coverage Part 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 - STOP GAP COVERAGES

1. Insuring Agreement

- a. We will pay those sums that the Insured becomes legally obligated by North Dakota Law to pay as damages because of "bodily injury by accident" or "bodily injury by disease" to your "employee" to which this insurance applies.

We will have the right and duty to defend the Insured against any "suit" seeking those damages. However, we will have no duty to defend the Insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any accident or 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 this coverage.

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

- b. This insurance applies to "bodily injury by accident" or "bodily injury by disease" only if:

(1) The:

- (a) the "bodily injury by accident" or "bodily injury by disease" takes place in the "coverage territory";
- (b) "bodily injury by accident" or "bodily injury by disease" arises out of and in the course of the injured "employee's" employment by you; and
- (c) "employee", at the time of the injury, was covered under a workers' compensation policy and subject to a "workers' compensation law" of North Dakota; and

(2) The:

- (a) "bodily injury by accident" is caused by an accident that occurs during the policy period; or
- (b) "bodily injury by disease" is caused by or aggravated by conditions of employment by you and the injured "employee's" last day of last exposure to the conditions causing or aggravating such "bodily injury by disease" occurs during the policy period.

- c. The damages we will pay, where recovery is permitted by law, include damages:

(1) For:

(a) which you are liable to a third party by reason of a claim or "suit" against you by that third party to recover the damages claimed against such third party as a result of injury to your "employee".

(b) care and loss of services; and

(c) consequential "bodily injury by accident" or "bodily injury by disease" to a spouse, child, parent, brother or sister of the injured "employee";

Provided that these damages are the direct consequence of "bodily injury by accident" or "bodily injury by disease" that arises out of and in the course of the injured "employee's" employment by you; and

(2) because of "bodily injury by accident" or "bodily injury by disease" to your "employee" that arises out of and in the course of the employment, claimed against you in a capacity other than as employer.

2. Exclusions

This insurance does not apply to:

a. Fines or Penalties

Any assessment, penalty, or fine levied by any regulatory inspection agency or authority.

b. Violation of Law

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any "employee" while employed in violation of law with your actual knowledge or the actual knowledge or any of your "executive officers".

c. Remuneration

"Bodily injury by accident" or "bodily injury by disease" suffered by any "employee" whose remuneration has not been included in the total remuneration upon which premium for this insurance is based.

d. Crew Members

"Bodily injury by accident" or "bodily injury by disease" to a master or member of the crew of any vessel or any member of the flying crew of an aircraft.

e. Federal Laws

Any premium, assessment, penalty, fine, benefit, liability or other obligation imposed by or granted pursuant to:

(1) the Federal Employer's Liability Act (45 USC Section 51-60);

(2) the Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173);

(3) the Longshore and Harbor Workers' Compensation Act (33 USC Sections 910-950);

(4) the Outer Continental Shelf Lands Act (43 USC Section 1331-1356);

(5) the Defense Base Act (42 USC Sections 1651-1654);

(6) the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942);

(7) the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872);

(8) any other workers' compensation, unemployment compensation or disability laws or any similar law; or

(9) any subsequent amendments to the laws listed above.

f. Failure to Comply with "Workers' Compensation Law"

"Bodily injury by accident" or "bodily injury by disease" to an "employee" when you are deprived of common law defenses or are otherwise subject to penalty because of your failure to secure your obligations or other failure to comply with any "workers compensation law".

g. Contractual Liability

Liability assumed by you under any contract or agreement.

h. Statutory Obligations

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

i. Intentional Act

Any injury sustained because of any act committed intentionally or at the direction of any insured.

j. Termination, Coercion or Discrimination

Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any "employee", or arising out of other employment or personnel decisions concerning the Insured.

k. Punitive Damages

Any claim for or award of punitive, exemplary or treble damages, or damages intended to punish or deter misconduct, rather than to compensate for harm.

l. Intentional Injury

"Bodily injury by accident" or "bodily injury by disease" intentionally caused or aggravated by you, or "bodily injury by accident" or "bodily injury by disease" resulting from an act which is determined to have been committed by you if it was reasonable to believe that an injury is substantially certain to occur.

m. Unsafe Work Condition

"Bodily injury by accident" or "bodily injury by disease" arising after an insured has failed to abate an unsafe work condition for which the Insured has received notice of an order to abate.

n. Criminal Acts

"Bodily injury by accident" or "bodily injury by disease" resulting from a fraudulent or "criminal act" by the Insured.

o. War

Damages arising out of war, whether or not declared, or any act or condition incidental to war. War includes civil war, insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Asbestos

Damages arising out of or related in any way to asbestos, asbestos-containing materials, or asbestos-containing products.

q. Silica or Related Dust

(1) Any "bodily injury by accident" or "bodily injury by disease" which would not have occurred, in whole or in part, but for the actual, alleged, threatened, or suspected inhalation or ingestion of, exposure to, or contact with, "silica" or dust that includes or contains "silica".

(2) Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or dust that includes or contains "silica", by any insured or by any other person or entity.

This exclusion applies regardless of:

- (i) the circumstances of or leading to such actual, alleged, threatened, or suspected inhalation, ingestion, exposure, contact, existence, or presence; and
- (ii) whether the "silica" or dust that includes or contains "silica", is mixed with or combined with, or also includes or contains, any other substance.

"Silica" means any type or form of the chemical compound silicon dioxide (SiO₂) in any form, from any source.

r. Violation of Age Laws or Employment of Minors

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any person:

- (1) knowingly employed by you in violation of any law as to age; or
- (2) under the age of 14 years, regardless of any such law.

s. Pollution

Any liability arising from or related to the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

t. Employee Benefit Plans

Any liability arising out of any activity by the Insured concerning any employee benefit plan or self-insured fund, or to any amounts due under any fringe benefit or retirement program.

u. Abuse, Molestation, Harassment or Sexual Conduct

Damages due to "bodily injury by accident" or "bodily injury by disease" arising out of:

(1) the actual, threatened or alleged abuse, molestation, harassment or sexual conduct by any one of any person; or

(2) the negligent:

- (a) employment;
- (b) investigation;
- (c) supervision;
- (d) reporting to the proper authorities, or failure so to report;
- (e) retention; or
- (f) referral;

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by (1) above.

Supplementary Payments

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

- 1. All expenses we incur.
- 2. 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.
- 3. 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.
- 4. 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.
- 5. 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.

6. All interest on the full amount of any judgment that occurs 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 Limit of Insurance.

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. 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.

"Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

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. "Bodily Injury by Accident". The limit shown for "Bodily Injury by Accident" - Each Accident is the most we will pay for all damages covered by this insurance because of "bodily injury by accident" to one or more employees in any one accident.

A disease is not "bodily injury by accident", unless it results directly from "bodily injury by accident".

3. "Bodily Injury by Disease". The limit shown for "Bodily Injury by Disease" - Aggregate is the most we will pay for all damages covered by this insurance and arising out of "bodily injury by disease", regardless of the number of employees who sustain "bodily injury by disease". The limit shown for "Bodily Injury by Disease" - Each Employee is the most we will pay for all damages because of "bodily injury by disease" to any one "employee".

"Bodily injury by disease" does not include disease that results directly from a "bodily injury by accident".

The limits 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 - STOP GAP 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, Claim or Suit

a. You must see to it that we are notified as soon as practicable of a "bodily injury by accident" or "bodily injury by disease" which may result in a claim. To the extent possible, notice should include:

- (1) how, when and where the "bodily injury by accident" or "bodily injury by disease" took place;
- (2) the names and addresses of any injured persons and witnesses; and
- (3) the nature and location of any injury.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) immediately record the specifics of the claim or "suit" and the date received; and
- (2) notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) immediately send us copies of any demands, notices, summonses or legal papers received in connection with the injury, claim, proceeding or "suit";
- (2) authorize us to obtain records and other information;
- (3) cooperate with us and assist us, as we may request, in the investigation or settlement of the claim or defense against the "suit";
- (4) assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this insurance may also apply; and
- (5) do nothing after an injury occurs that would interfere with our right to recover from others.

d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

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

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

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

4. 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 term 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.

5. 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.

6. 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.

7. 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.

8. 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 60 days before the expiration date.

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

9. Other Insurance

This insurance is excess over any other valid and collectible insurance.

SECTION V - DEFINITIONS

1. **"Bodily injury"** means "bodily injury by accident" or "bodily injury by disease", including death at any time resulting therefrom.

2. **"Bodily injury by accident"** means "bodily injury", sickness or disease sustained by a person, including death, resulting from an accident. A disease is not "bodily injury by accident" unless it results directly from "bodily injury by accident".

3. **"Bodily injury by disease"** means a disease sustained by a person, including death. "Bodily injury by disease" does not include a disease that results directly from an accident.

4. **"Covered territory"** means:
 - a. the United States of America, its territories or possessions; or
 - b. Canada.

provided the "bodily injury by accident" or "bodily injury by disease" arises out of and in the course of employment by any insured either in operations in the State designated in the schedule or in operations necessary or incidental thereto, or sustained while temporarily outside the United States of America, its territories or possessions, or Canada arising out of and in the course of his employment by the Insured in connection with operations in the State designated in the schedule, but this insurance does not apply to any suit brought in or any judgment rendered by any court outside the United States of America, its territories or possessions, or Canada or to an action on such judgment wherever brought.

5. **"Criminal act"** means an act punishable under any federal, state, or local criminal statute, ordinance or other law.

6. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".

7. **"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".

8. **"Suit"** means a civil proceeding in which damages 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 submits with our consent; or
- b. any other alternative dispute resolution proceeding in which such damages are claimed and to which the Insured must submit or submits with our consent.

9. **"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.

10. **"Workers' compensation law"** means the Workers' Compensation Law and any Occupational Disease Law of North Dakota. This does not include provisions of any law providing nonoccupational disability benefits.

WYOMING - STOP GAP - EMPLOYERS' LIABILITY COVERAGE PART

Various provisions of this Coverage Part restrict coverage. Read the entire Policy carefully to determine rights, duties, and what is and is not covered.

Throughout this Coverage Part 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 - STOP GAP COVERAGES

1. Insuring Agreement

- a. We will pay those sums that the Insured becomes legally obligated by Wyoming Law to pay as damages because of "bodily injury by accident" or "bodily injury by disease" to your "employee" to which this insurance applies.

We will have the right and duty to defend the Insured against any "suit" seeking those damages. However, we will have no duty to defend the Insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any accident or 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 this coverage.

The tender of the Limits of Insurance before judgment or settlement does not relieve us of our duty to defend.

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

- b. This insurance applies to "bodily injury by accident" or "bodily injury by disease" only if:

(1) The:

- (a) the "bodily injury by accident" or "bodily injury by disease" takes place in the "coverage territory";
- (b) "bodily injury by accident" or "bodily injury by disease" arises out of and in the course of the injured "employee's" employment by you; and
- (c) "employee", at the time of the injury, was covered under a workers' compensation policy and subject to a "workers' compensation law" of Wyoming; and

(2) The:

- (a) "bodily injury by accident" is caused by an accident that occurs during the policy period; or
- (b) "bodily injury by disease" is caused by or aggravated by conditions of employment by you and the injured "employee's" last day of

last exposure to the conditions causing or aggravating such "bodily injury by disease" occurs during the policy period.

- c. The damages we will pay, where recovery is permitted by law, include damages:

(1) For:

(a) which you are liable to a third party by reason of a claim or "suit" against you by that third party to recover the damages claimed against such third party as a result of injury to your "employee".

(b) care and loss of services; and

(c) consequential "bodily injury by accident" or "bodily injury by disease" to a spouse, child, parent, brother or sister of the injured "employee";

Provided that these damages are the direct consequence of "bodily injury by accident" or "bodily injury by disease" that arises out of and in the course of the injured "employee's" employment by you; and

(2) because of "bodily injury by accident" or "bodily injury by disease" to your "employee" that arises out of and in the course of the employment, claimed against you in a capacity other than as employer.

- d. Damages include prejudgement interest awarded against the Insured.

2. Exclusions

This insurance does not apply to:

a. Fines or Penalties

Any assessment, penalty, or fine levied by any regulatory inspection agency or authority.

b. Violation of Law

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any "employee" while employed in violation of law with your actual knowledge or the actual knowledge or any of your "executive officers".

c. Remuneration

"Bodily injury by accident" or "bodily injury by disease" suffered by any "employee" whose remuneration has not been included in the total remuneration upon which premium for this insurance is based.

d. Crew Members

"Bodily injury by accident" or "bodily injury by disease" to a master or member of the crew of any vessel or any member of the flying crew of an aircraft.

e. Federal Laws

Any premium, assessment, penalty, fine, benefit, liability or other obligation imposed by or granted pursuant to:

- (1) the Federal Employer's Liability Act (45 USC Section 51-60);
- (2) the Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173);
- (3) the Longshore and Harbor Workers' Compensation Act (33 USC Sections 910-950);
- (4) the Outer Continental Shelf Lands Act (43 USC Section 1331-1356);
- (5) the Defense Base Act (42 USC Sections 1651-1654);
- (6) the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942);
- (7) the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872);

(8) any other workers' compensation, unemployment compensation or disability laws or any similar law; or

(9) any subsequent amendments to the laws listed above.

f. Failure to Comply with "Workers' Compensation Law"

"Bodily injury by accident" or "bodily injury by disease" to an "employee" when you are deprived of common law defenses or are otherwise subject to penalty because of your failure to secure your obligations or other failure to comply with any "workers compensation law".

g. Contractual Liability

Liability assumed by you under any contract or agreement.

h. Statutory Obligations

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

i. Intentional Act

Any injury sustained because of any act committed intentionally or at the direction of any insured.

j. Termination, Coercion or Discrimination

Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any "employee", or arising out of other employment or personnel decisions concerning the Insured.

k. Punitive Damages

Any claim for or award of punitive, exemplary or treble damages, or damages intended to punish or deter misconduct, rather than to compensate for harm.

l. Intentional Injury

"Bodily injury by accident" or "bodily injury by disease" intentionally caused or aggravated by you, or "bodily injury by accident" or "bodily injury by disease" resulting from an act which is determined to have been committed by you if it was reasonable to believe that an injury is substantially certain to occur.

m. Unsafe Work Condition

"Bodily injury by accident" or "bodily injury by disease" arising after an insured has failed to abate an unsafe work condition for which the Insured has received notice of an order to abate.

n. Criminal Acts

"Bodily injury by accident" or "bodily injury by disease" resulting from a fraudulent or "criminal act" by the Insured.

o. War

Damages arising out of war, whether or not declared, or any act or condition incidental to war. War includes civil war, insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Asbestos

Damages arising out of or related in any way to asbestos, asbestos-containing materials, or asbestos-containing products.

q. Silica or Related Dust

(1) Any "bodily injury by accident" or "bodily injury by disease" which would not have occurred, in whole or in part, but for the actual, alleged, threatened, or suspected inhalation or ingestion of, exposure to, or contact with, "silica" or dust that includes or contains "silica".

(2) Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any

way responding to or assessing the effects of, "silica" or dust that includes or contains "silica", by any insured or by any other person or entity.

This exclusion applies regardless of:

- (i) the circumstances of or leading to such actual, alleged, threatened, or suspected inhalation, ingestion, exposure, contact, existence, or presence; and
- (ii) whether the "silica" or dust that includes or contains "silica", is mixed with or combined with, or also includes or contains, any other substance.

"Silica" means any type or form of the chemical compound silicon dioxide (SiO₂) in any form, from any source.

r. Violation of Age Laws or Employment of Minors

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any person:

- (1) knowingly employed by you in violation of any law as to age; or
- (2) under the age of 14 years, regardless of any such law.

s. Pollution

Any liability arising from or related to the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

t. Employee Benefit Plans

Any liability arising out of any activity by the Insured concerning any employee benefit plan or self-insured fund, or to any amounts due under any fringe benefit or retirement program.

u. Abuse, Molestation, Harassment or Sexual Conduct

Damages due to "bodily injury by accident" or "bodily injury by disease" arising out of:

- (1) the actual, threatened or alleged abuse, molestation, harassment or sexual conduct by any one of any person; or
- (2) the negligent:
 - (a) employment;
 - (b) investigation;
 - (c) supervision;
 - (d) reporting to the proper authorities, or failure so to report;
 - (e) retention; or
 - (f) referral;

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by (1) above.

Supplementary Payments

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

- 1. All expenses we incur.
- 2. 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.
- 3. 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.
- 4. 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.

5. 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.
6. All interest on the full amount of any judgment that occurs 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 Limit of Insurance.

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. 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.

"Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

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. "Bodily Injury by Accident". The limit shown for "Bodily Injury by Accident" - Each Accident is the most we will pay for all damages covered by this insurance because of "bodily injury by accident" to one or more employees in any one accident.

A disease is not "bodily injury by accident", unless it results directly from "bodily injury by accident".

3. "Bodily Injury by Disease". The limit shown for "Bodily Injury by Disease" - Aggregate is the most we will pay for all damages covered by this insurance and arising out of "bodily injury by disease", regardless of the number of employees who sustain "bodily injury by disease". The limit shown for "Bodily Injury by Disease" - Each Employee is the most we will pay for all damages because of "bodily injury by disease" to any one "employee".

"Bodily injury by disease" does not include disease that results directly from a "bodily injury by accident".

The limits 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 - STOP GAP 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, Claim or Suit

a. You must see to it that we are notified as soon as practicable of a "bodily injury by accident" or "bodily injury by disease" which may result in a claim. To the extent possible, notice should include:

- (1) how, when and where the "bodily injury by accident" or "bodily injury by disease" took place;
- (2) the names and addresses of any injured persons and witnesses; and
- (3) the nature and location of any injury.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) immediately record the specifics of the claim or "suit" and the date received; and
- (2) notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) immediately send us copies of any demands, notices, summonses or legal papers received in connection with the injury, claim, proceeding or "suit";
- (2) authorize us to obtain records and other information;
- (3) cooperate with us and assist us, as we may request, in the investigation or settlement of the claim or defense against the "suit";
- (4) assist us, upon our request, in the enforcement of any right against any person or organization which may be

liable to the Insured because of injury or damage to which this insurance may also apply; and

(5) do nothing after an injury occurs that would interfere with our right to recover from others.

d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

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

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

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

4. 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 term 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.

5. 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.

6. 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.

7. 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.

8. 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 45 days before the expiration date.

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

9. Other Insurance

This insurance is excess over any other valid and collectible insurance.

SECTION V - DEFINITIONS

1. **"Bodily injury"** means "bodily injury by accident" or "bodily injury by disease", including death at any time resulting therefrom.

2. **"Bodily injury by accident"** means "bodily injury", sickness or disease sustained by a person, including death, resulting from an accident. A disease is not "bodily injury by accident" unless it results directly from "bodily injury by accident".

3. **"Bodily injury by disease"** means a disease sustained by a person, including death. "Bodily injury by disease" does not include a disease that results directly from an accident.

4. **"Covered territory"** means:

- a. the United States of America, its territories or possessions; or
- b. Canada.

provided the "bodily injury by accident" or "bodily injury by disease" arises out of and in the course of employment by any insured either in operations in the State designated in the schedule or in operations necessary or incidental thereto, or sustained while temporarily outside the United States of America, its territories or possessions, or Canada arising out of and in the course of his employment by the Insured in connection with operations in the State designated in the schedule, but this insurance does not apply to any suit brought in or any judgment rendered by any court outside the United States of America, its territories or possessions, or Canada or to an action on such judgment wherever brought.

5. **"Criminal act"** means an act punishable under any federal, state, or local criminal statute, ordinance or other law.

6. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".

7. **"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".
8. **"Suit"** means a civil proceeding in which damages 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 submits with our consent; or
 - b. any other alternative dispute resolution proceeding in which such damages are claimed and to which the Insured must submit or submits with our consent.
9. **"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.
10. **"Workers' compensation law"** means the Workers' Compensation Law and any Occupational Disease Law of Wyoming. This does not include provisions of any law providing non-occupational disability benefits.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**FINANCIAL INSTITUTIONS GENERAL LIABILITY
AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The Exclusions paragraph under Coverage A is amended as follows:

1. The last paragraph of the **Exclusions** paragraph is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning or "explosion" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in the **Limits Of Insurance** section.

2. The following exclusions are added:

a. Failure Of Obligation

"Bodily injury" or "property damage" arising out of any obligation assumed by any insured including the failure to discharge, or the improper discharge of, any obligation or duty, contractual or otherwise, with respect to any contract or treaty of insurance, reinsurance, suretyship, annuity, endowment or employee benefit plan, including applications, receipts or binders.

b. Insolvency Funds

"Bodily injury" or "property damage" arising out of membership in or contributing to or management of any plan, pool, association, insolvency or guarantee fund or any similar fund, organization or association, whether voluntary or involuntary.

c. Professional Services

"Bodily injury" or "property damage" arising out of the rendering or failure to render professional services, including but not limited to:

- (1) Advising, inspecting, reporting, or making recommendations in the insured's capacity as an insurance company, mortgage servicing agency, bank or lending institution, financial advisor, consultant, broker, agent or representative;
- (2) Effecting insurance, reinsurance or suretyship coverages;
- (3) Investigating, defending or setting any claim under any contract or insurance, self-insurance, reinsurance or suretyship;
- (4) Auditing or maintaining of accounts or records of others;
- (5) Conducting an investment, leasing, loan or real estate department or operation;
- (6) Acting in any capacity as a fiduciary or trustee;
- (7) Performing any claim, investigation, adjustment, engineering, inspection, survey or appraisal service;
- (8) Performing electronic data processing, systems analysis, design, programming or consulting or other similar services;

(9) Checking or reporting of credit;
or

(10) Tax planning, tax advising or the
preparation of tax returns.

d. Fines And Penalties

Any obligation to pay fines and penalties.

e. Safe Deposit Boxes

"Property damage" to property in customers' safe deposit boxes, or contained in vaults for which customers have been issued storage receipts.

f. Stop Payment

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

- (1) Compliance or failure to comply with any notice to stop payment;
- (2) Refusal to pay or to certify;
- (3) Failure to give proper notice of dishonor on any checks, note or draft drawn, made or accepted by any depositor of the insured.

g. Mortgageholder's Liability

Damages due to error or accidental omission in the operation of your customary procedure in procuring and maintaining valid insurance against the Covered Causes of Loss for the benefit of the mortgagor in amounts, and under conditions, customarily accepted by the mortgagor.

B. The provisions of the **Other Insurance** condition are replaced by the following:

Other Insurance

1. 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, Lightning or "Explosion" insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to the **Aircraft, Auto Or Watercraft** exclusion under **Coverage A.**

(iv) If the loss arises out of "property damage" to borrowed equipment while not being used to perform operations at the job site; or

(v) If the loss arises out of "property damage" due to the use of elevators.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or op-

erations, or the product and completed operations, for which you have been added as an insured by attachment of an endorsement.

(2) When this insurance is excess, we will have no duty under **Coverage 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.

d. No Insurance

If an insured has any other insurance for "bodily injury" or "property damage" due to non-owned aircraft or non-owned watercraft, the insurance provided by this Policy does not apply.

2. If other valid and collectible insurance is available to the injured person for a loss we cover under **Coverage C** of this Coverage Part, this insurance is excess over any other insurance, whether primary or excess, contingent or on any other basis.

We will pay only our share of the amount of the loss, if any, that exceeds the total amount that all such other insurance would pay for the loss in the absence of this insurance. We will share the remaining loss, if any, with any other insurance that is not described in this excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations page of this Coverage Part.

C. The **Definitions** section is amended as follows:

1. The following definition is added:

"Explosion" means a sudden release of expanding pressure accompanied by a noise, a bursting forth of material and evidence of the scattering of debris to locations further than would have resulted by gravity alone.

"Explosion" does not include any of the following:

a. Artificially generated electrical current, including electrical arcing, that disturbs electrical devices, appliances or wires;

b. Rupture or bursting of water pipes;

c. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control; or

d. Rupture or bursting caused by centrifugal force.

2. The following provision is added to the definition of "property damage":

Tangible property does not include money, currency, coin, bank notes, Federal Reserve Notes, money orders, travelers' checks, instruments or contracts that represent money or an interest in property, including but not limited to certificated and

uncertificated securities, negotiable instruments, certificates of deposit, drafts, checks, acceptances, evidence of debt, security agreements, withdrawal orders, certificates of origin or title, letters of credit, warrants, scrip, contracts, bills of lading, insurance policies, abstracts of title, deeds and mortgages on real estate, revenue and other stamps, tokens, unsold state lottery tickets, books of account and other records, gems, jewelry, precious metals in bars or ingots, and all other property of a similar nature.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**FINANCIAL INSTITUTIONS GENERAL LIABILITY
ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is a summary of the Limits of Insurance and coverage enhancements provided by this endorsement. For complete details on specific coverage, please refer to the provisions of this endorsement and the underlying Commercial General Liability Coverage Form.

SCHEDULE

Coverage	Enhancement	Page
Bodily Injury Definition	Broadened	6
Damage to Premises Rented to You	\$1,000,000	6
Damage To Property - Borrowed Equipment	Broadened	3
Damage To Property - Elevators	Broadened	3
Expected or Intended Injury	Broadened	2
General Aggregate Limit	Per Location Basis	6
Medical Payments Reporting Period	3 Years	3
Newly Acquired Organizations - Extended Coverage	180 days	3
Non-Owned Aircraft (With Crew)	Included	2
Non-Owned Watercraft	Less Than 75 Feet	2
Notice To Company - Duties In The Event Of Occurrence, Claim Or Suit	Broadened	6
Repossessed Watercraft	Less Than 75 Feet	2
Subsidiaries As Insureds	Included	3
Supplementary Payments - Automatic Teller Machines	\$1,000	3
Supplementary Payments - Bail Bonds	\$5,000	3
Supplementary Payments - Loss Of Earnings	\$1,000 per day	3

Unintentional Failure To Disclose Hazards	Broadened	6
Waiver Of Subrogation	Broadened	6
Who Is An Insured - Contract, Agreement or Permit	Broadened	3
Additional Enhancements (Place an X in the box to indicate coverage)		
Bodily Injury To Co-Employee	X	5
Incidental Medical Malpractice	X	5
Amended Definition Of Personal And Advertising Injury	X	7

A. The Exclusions paragraph under Coverage A - Bodily Injury And Property Damage Liability is amended as follows:

1. The provisions of the **Expected Or Intended Injury** exclusion are replaced by the following:

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

2. The **Aircraft, Auto Or Watercraft** exclusion is amended as follows:

- a. The provisions of Paragraph (2)(a) are amended to read as follows:

Less than 75 feet long; and

- b. The following provision is added:

This exclusion does not apply to an aircraft, with a paid crew, that is hired, chartered or loaned but is not owned by any insured.

- c. The following provision is added:

This exclusion does not apply to watercraft (less than 75 feet long) that you have repossessed and are holding for sale that is:

- (1) In your care, custody and control; and

- (2) Not being used to carry persons or property for a charge.

This coverage does not apply if you have any other insurance that is primary, excess, contingent or on any other basis.

3. The provisions of the **Damage To Property** exclusion are replaced by the following:

"Property damage" to:

- a. 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;
- b. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurs from hazards that were known to you or should have been known to you at the time the property was transferred or abandoned;
- c. Property loaned to you;
- d. Personal property in the care, custody or control of the insured;
- e. That particular part of real property on which you or any contractors or subcontractors working directly or indi-

rectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

- f. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

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

Paragraphs **c.**, **d.**, **e.** and **f.** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **c.** and **d.** of this exclusion do not apply to the use of elevators.

Paragraph **d.** of this exclusion does not apply to "property damage" to borrowed equipment unless such equipment is being used to perform operations at a job site.

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

- B.** The provisions of Paragraph **(b)** under Paragraph **a.** of the **Coverage C - Medical Payments Insuring Agreement** are replaced by the following:

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

- C. Supplementary Payments - Coverages A And B** is amended as follows:

1. The provisions of Paragraph **1.b.** are replaced by the following:

Up to \$5,000 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.

2. The provisions of Paragraph **1.d.** are replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

3. The following provision is added to Paragraph **1.**:

At your option, up to \$1,000 for "property damage" to an "auto" resulting from making contact with your drive-through teller or ATM, provided the "auto" is not rented or owned by you or any insured.

- D.** The **Who Is An Insured** section is amended as follows:

1. The following provision is added to Paragraph **2.**:

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of voting stock on the effective date of this Coverage Part. The insurance afforded herein for any subsidiary not named in this Coverage Part as a Named Insured does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its Limits of Insurance.

2. The provisions of Paragraph **3.a.** are replaced by the following:

Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

3. The following provision is added:

Contract, Agreement Or Permit

- a. Any person(s) or organization(s) with whom you agreed in a written contract, written agreement or permit to provide insurance such as is afforded under this Coverage Part will qualify as an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and

advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of "your work" for the additional insured(s) at the location designated in the contract, agreement or permit;
- (2) In the maintenance, operation or use of equipment leased to you by such person(s) or organization(s); or
- (3) In connection with premises you own, rent, lease or occupy.

This insurance applies on a primary and noncontributory basis if that is required in writing by the contract, agreement or permit.

b. The insurance provided to the additional insured herein is limited. The insurance does not apply:

- (1) Unless:
 - (a) The written contract, agreement or permit is currently in effect or becomes effective during the term of this Policy; and
 - (b) The contract or agreement was executed, or permit issued, prior to the "bodily injury", "property damage" or "personal and advertising injury".
- (2) To any person or organization if the "bodily injury", "property damage" or "personal and advertising injury" arises out of the rendering of or failure to render any professional architectural, engineering or surveying services by or for you, including:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys,

field orders, change order or drawings and specifications; or

- (b) Supervisory, inspection, architectural or engineering activities.

(3) To any:

- (a) Lessor of equipment after the equipment lease terminates or expires;
- (b) Owners or other interests from whom land has been leased; or
- (c) Managers or lessors of premises if:

- (i) The "occurrence" takes place after you cease to be a tenant in that premises; or

- (ii) The "bodily injury", "property damage" or "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(4) To "bodily injury" or "property damage" occurring after:

- (a) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or
- (b) 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 a contractor or subcontractor engaged in per-

forming operations for a principal as part of the same project.

- (5) To any person or organization included as an additional insured by an endorsement issued by us and made a part of this Coverage Part.

c. Limits of insurance applicable to the additional insured are those specified in the contract, agreement or permit or in the Declarations of this Policy, whichever is less, and is the most we will pay regardless of the number of:

- (1) Insureds;
- (2) Claims made or "suits" brought; or
- (3) Persons or organizations making claims or bringing "suits".

These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

4. If coverage for **Bodily Injury To Co-Employee** is indicated in the Schedule above, the provisions of Paragraph 2.a. are replaced by the following:

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" is an insured for:

a. "Bodily injury" or "personal and advertising injury":

- (1) 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), or to your other "vol-

unteer workers" while performing duties related to the conduct of your business;

- (2) To the spouse, child, parent, brother or sister of that "volunteer worker" as a consequence of Paragraph a.(1) above;

- (3) 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 a.(1) or (2) above; or

- (4) Arising out of his or her providing or failing to provide professional health care services.

b. "Property damage to property:

- (1) Owned, occupied or used by;
- (2) 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", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

5. If coverage for **Incidental Medical Malpractice** is indicated in the Schedule above, the provisions of Paragraph 2.a.(1)(d) are replaced by the following:

Arising out of his or her providing or failing to provide professional health care services. But this limitation does not apply to you, your "employees", directors, officers, partners or managers as insureds, with respect to such damages caused by administering cardiopulmonary resuscitation, first aid services or using an AED device by such insured person. Furthermore, it does not apply to a physician, dentist, nurse, emergency medical technician or paramedic in their insured capacity as your "employee", director, officer, partner or manager. The insurance provided by this provision is excess over any

other valid and collectible insurance whether such insurance is primary, excess, contingent or on any other basis.

E. The Limits of Insurance section is amended as follows:

1. The provisions of Paragraph 6. are replaced by the following:

Subject to Paragraph 5. above, the higher of \$1,000,000 or 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, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

2. The following provision is added:

The General Aggregate Limit applies separately to each described location listed in the Declarations.

F. The Commercial General Liability Conditions section is amended as follows:

1. The following provision is added to the **Duties In The Event Of Occurrence, Offense, Claim Or Suit** condition:

In the event an insured first reports an "occurrence" to the workers' compensation insurer of the Named Insured and this "occurrence" later develops into a claim covered by this Policy, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this condition. You must, however, give us notice as soon as practicable after being made aware that the claim is potentially covered by this Policy.

Knowledge of an "occurrence", claim or "suit" by the agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an officer or his designee shall have received notice from its agent, servant or "employee".

2. The following provision is added to the **Representations** condition:

However, if unintentionally you should fail to disclose all existing hazards at the inception date of your policy, we shall not deny coverage under this Coverage Part because of such failure.

3. The following provision is added to the **Transfer Of Rights Of Recovery Against Others To Us** condition:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

We will waive any right of recovery we may have against any person or organization because of payment we make for injury or damage arising out of your ongoing operations done under a written contract or agreement with that person or organization and included in "your work" or the "products-completed operations hazard". This waiver applies only to persons or organizations with whom you have a written contract or agreement, executed prior to the "bodily injury" or "property damage", that requires you to waive your rights of recovery.

G. The Definitions section is amended as follows:

1. The definition of "bodily injury" is replaced by the following:

"Bodily injury" means physical injury, sickness, disease or "incidental medical malpractice" sustained by a person, including resulting mental anguish, mental injury, emotional distress, humiliation, shock, fright or death.

2. The following definition is added:

"Incidental medical malpractice" means injury arising out of the negligent rendering of or failure to render medical or paramedical services to persons by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services, provided you are not engaged in the business or occupation of providing any services referred to in this definition.

3. The definition of "personal and advertising injury" is amended as follows:

a. The provisions of Paragraph d. are replaced by the following:

Oral, written or electronic 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;

b. The provisions of Paragraph e. are replaced by the following:

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

c. If coverage for Amended Definition Of Personal And Advertising Injury is indicated in the Schedule above, the following provision is added:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not:

(1) Done intentionally by or at the direction of:

(a) An insured; or

(b) Any "executive officer", director, stockholder, partner or member of the insured;

(2) Directly or indirectly related to the employment, prospective employment or termination of employment of any person(s) by any insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

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

- A.** If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.