



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/16/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Inszone Insurance Services, LLC 2721 Citrus Road, Suite A Rancho Cordova, CA 95742  License#: 0F82764 PEGGCHO-01	<b>CONTACT NAME:</b> Certificate Team <b>PHONE (A/C, No, Ext):</b> 877-308-9663 <b>E-MAIL ADDRESS:</b> certs@inszoneins.com	<b>FAX (A/C, No):</b> 916-400-2625	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Peggy's Chocolates & More, LLC 154 Pecan Grove Malvern, AR 72104-8757	<b>INSURER A:</b> Allmerica Financial Benefit		41840
	<b>INSURER B:</b> Hanover American Insurance Co		36064
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**

CERTIFICATE NUMBER: 1591008155

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	Z2TJ635155	2/2/2026	2/2/2027	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			Z2TJ635155	2/2/2026	2/2/2027	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			Z2TJ635155	2/2/2026	2/2/2027	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WZTJ673312	4/29/2025	4/29/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 264 Central Ave., Hot Springs National Park, AR 71901-3539

Store:#143

Kilwins Chocolate Franchise, Inc. and Kilwin's Quality Confections, Inc. are included as additional insureds in respect to general liability and umbrella policies with a waiver of subrogation in regards to the GL, UMB, WC policies as required by written contract

Should the above mentioned policy cancel prior to the expiration date, a 10-day notice of cancellation due to non-payment of premium and 30-day notice of cancellation for reasons other than non-payment applies.

**CERTIFICATE HOLDER****CANCELLATION**

Kilwins Chocolate Franchise Inc. 1050 Bay View Road Petoskey, MI 49770	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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POLICY NUMBER: Z2TJ635155 02

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

**THIS ENDORSEMENT CHANGES THE POLICY.  
PLEASE READ IT CAREFULLY.  
ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)
Kilwins Chocolate Franchise, Inc.
Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

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

However:

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

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to "bodily injury" or "property damage" occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SMALL COMMERCIAL LIABILITY COMPANION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

<b>SUMMARY OF COVERAGES</b>	<b>Page</b>
<b>SECTION I – ADDITIONAL INSURED PROVISIONS</b>	<b>2</b>
<b>A. Automatic Additional Insured Provisions Including Primary and Non-contributory</b>	<b>2</b>
<b>4. Additional Insureds</b>	<b>3</b>
<b>a. Broad Form Vendors</b>	<b>3</b>
<b>b. Co-owner of Insured Premises</b>	<b>3</b>
<b>c. Controlling Interest</b>	<b>4</b>
<b>d. Mortgagee, Assignee, or Receiver</b>	<b>4</b>
<b>e. Grantor of Franchise</b>	<b>4</b>
<b>f. Lessor of Leased Equipment</b>	<b>4</b>
<b>g. Manager or Lessor of Premises</b>	<b>4</b>
<b>B. Additional Insured by Contract, Agreement or Permit With Completed Operations and Primary and Non-contributory</b>	<b>4</b>
<b>SECTION II – COVERAGE EXTENSIONS</b>	<b>5</b>
<b>A. Supplementary Payments Extension</b>	<b>5</b>
<b>B. Alienated Premises</b>	<b>6</b>
<b>C. Broad Form Property Damage Legal Liability (Damage to Premises Rented to You)</b>	<b>6</b>
<b>D. Broad Form Property Damage – Borrowed Equipment, Customers’ Goods, Use of Elevators</b>	<b>6</b>
<b>E. Incidental Malpractice – Employed Nurses, EMT’s and Paramedics</b>	<b>6</b>
<b>F. Personal and Advertising Injury – Broad Form</b>	<b>7</b>
<b>G. Product Recall Expense</b> Product Recall Expense Each Occurrence Limit \$25,000 Product Recall Expense Aggregate Limit \$50,000 Product Recall Deductible \$500	<b>7</b>
<b>H. Who is an Insured Amended</b> “Employees” Redefined Subsidiaries Newly Acquired or Formed Organizations – 180 Days	<b>9</b>
<b>I. Limits of Insurance Amended:</b> Aggregate Limits of Insurance Per Location	<b>9</b>
<b>J. Blanket Waiver of Subrogation</b>	<b>10</b>
<b>K. Unintentional Failure to Disclose Hazards</b>	<b>10</b>
<b>L. Unintentional Failure to Notify/Knowledge of an Occurrence</b>	<b>10</b>
<b>M. Medical Expenses – Three Years to Report</b>	<b>10</b>

<b>SECTION III – ADDITIONAL CONDITIONS</b>	<b>10</b>
<b>A. Liberalization</b>	<b>10</b>
<b>B. Concealment, Misrepresentation or Fraud</b>	<b>10</b>
<b>C. Insurance Under Two or More Coverages</b>	<b>10</b>
<b>SECTION IV – EXCLUSIONS</b>	<b>11</b>
<b>A. Coverage A – Bodily Injury and Property Damage Liability and Coverage B – Personal and Advertising Injury Exclusions</b>	<b>11</b>
<b>Access Or Disclosure Of Confidential Or Personal Material or Information</b>	<b>11</b>
<b>Aircraft Products, Grounding and Testing</b>	<b>11</b>
<b>Cyber Content Incident</b>	<b>11</b>
<b>Cyber Incident</b>	<b>12</b>
<b>Professional Services</b>	<b>12</b>
<b>Unmanned Aircraft</b>	<b>12</b>
<b>Violation of Law Addressing Data Privacy</b>	<b>12</b>
<b>B. Coverage A – Bodily Injury and Property Damage and Coverage C – Medical Payments Exclusions</b>	<b>13</b>
<b>Nuclear Energy Liability</b>	<b>13</b>
<b>C. Amended Exclusion With Coverage Extension</b>	<b>14</b>
<b>Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft</b>	<b>14</b>
<b>SECTION V – AMENDED DEFINITIONS</b>	<b>15</b>
<b>“Bodily Injury”</b>	<b>15</b>
<b>“Products – Completed Operations Hazard”</b>	<b>15</b>
<b>“Property Damage”</b>	<b>15</b>
<b>SECTION VI – ADDITIONAL DEFINITIONS</b>	<b>15</b>
<b>“Cyber Content”</b>	<b>15</b>
<b>“Cyber Content Incident”</b>	<b>16</b>
<b>“Cyber Incident”</b>	<b>16</b>

**SECTION I – ADDITIONAL INSURED PROVISIONS**

**A. Automatic Additional Insured Provisions Including Primary and Non-contributory:**

1. **SECTION II – WHO IS AN INSURED** is amended to include as an insured any person or organization described in paragraphs **4.a** through **4.g.** below, whom you agree to add as an Additional Insured.
2. However, the insurance afforded to such Additional Insured described below:
  - a. Only applies to the extent permitted by law.
  - b. Will not be broader than the insurance which you are required by the written contract, agreement or permit, if any, to provide for such additional insured.

- c. Applies on a primary basis and we will not seek contribution from any other insurance available to the Additional Insured, if that is required by an applicable written contract, agreement or permit.
- d. Will not be broader than coverage provided to any other insured.
- e. Does not apply if the “bodily injury”, “property damage” or “personal and advertising injury” is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- f. Does not apply to any person or organization included as an insured by

another endorsement issued by us and made part of this Coverage Part.

3. The most we will pay on behalf of the Additional Insured for a covered claim is the lesser of the amount of insurance:
  - a. Required by the applicable written contract, agreement or permit, if any; or
  - b. Available under the applicable Limits of Insurance shown in the Declarations or any endorsement to the policy.

**4. Additional Insureds**

The following persons or organizations qualify as additional insureds under this endorsement:

The following is added to **SECTION II – WHO IS AN INSURED:**

**a. Broad Form Vendors**

(1) Any person or organization that is a vendor with whom you agreed in a written contract or agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business.

(2) With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

- (a) “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reasons of the assumption of 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;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspection, adjustments, tests or

servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
- (h) “Bodily injury” or “property damage” arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained within the exclusion in paragraphs (d) or (f) above; or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (i) “Bodily injury” or “property damage” arising out of an “occurrence” that took place before you have signed the contract or agreement with the vendor.
- (j) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**b. Co-owner of Insured Premises**

Any person or organization who is a co-owner of premises described in the declarations. Such person(s) or organization(s) is an insured only with respect to their liability as co-owner of the co-owned premises.

**c. Controlling Interest**

Any person or organization that has a majority controlling interest in you, but only with respect to their liability arising out of:

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

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

**d. Mortgagee, Assignee, or Receiver**

Any mortgagee, assignee or receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

**e. Grantor of Franchise**

Any person or organization who is a grantor of a franchise to you, but only with respect to their liability as grantor of a franchise to you.

**f. Lessor of Leased Equipment**

Any person or organization from whom you lease equipment is also 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 maintenance, operation or use of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured does not apply to any "occurrence" that takes place after the equipment lease expires.

**g. Manager or Lessor of Premises**

Any person or organization from whom you lease premises is also an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

However, this provision does not apply to:

- (1) Any "occurrence" that takes place after you cease to be a tenant in the premises.
- (2) Structural alterations, new construction or demolition operations performed by or for such additional insured(s).

**B. Additional Insured by Contract, Agreement or Permit With Completed Operations and Primary and Non-contributory**

1. Any person or organization who does not qualify as an Additional Insured in **A. Automatic Additional Insured Provisions Including Primary and Non-contributory, 4. Additional Insureds**, paragraphs **a.** through **g.** above with whom you agreed in a written contract, agreement or permit to add as an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- a. Premises you own, rent, lease or occupy;
- b. Your ongoing operations for the additional insured(s) designated in the written contract, agreement or permit;
- c. "Your work" included in the "products-completed operations hazard", but only if:
  - (1) The written contract, agreement or permit requires you to provide such coverage to the additional insured; and
  - (2) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

2. The insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law.
- b. Will not be broader than the insurance which you are required by the written contract, agreement or permit to provide for such additional insured.
- c. Applies on a primary basis and we will not seek contribution from any other insurance available to the Additional Insured, if that is required by the written contract, agreement or permit.
- d. Does not apply if the "bodily injury", "property damage", or "personal and advertising injury" arises out of sole negligence of the additional insured.
- e. Will not be broader than coverage provided to any other insured.
- f. Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

- g. Does not apply unless the written contract or agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal and advertising injury".
- h. Does not apply to any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- i. Does not apply to any lessor of equipment after the equipment lease expires.
- j. Does not apply to any:
  - (1) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or
  - (2) Managers or lessors of premises if:
    - (a) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or
    - (b) The "bodily injury", "property damage", "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- k. Does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

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

- 3. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE:**

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- 1. Required by the written contract, agreement or permit described in **B. Additional Insured by Contract, Agreement or Permit With Completed Operations and Primary and Non-contributory**, paragraph 1. or

- 2. Available under the applicable Limits of Insurance shown in the Declarations or any endorsement to this policy.

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

**SECTION II – COVERAGE EXTENSIONS**

**A. Supplementary Payments Extension**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**, paragraph 1. is replaced by the following:

- 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
  - a. All expenses we incur.
  - b. Up to \$2500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which 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 our 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 \$500 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 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 our Limit of Insurance.

These payments will not reduce the Limits of Insurance.

**B. Alienated Premises**

**SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, 2. Exclusions, j. **Damage to Property**, paragraph (2) is replaced by the following:

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

**C. Broad Form – Property Damage Legal Liability (Damage to Premises Rented to You)**

1. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, the last paragraph (after the exclusions) is replaced by the following:

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

2. **SECTION III – LIMITS OF INSURANCE**, paragraph **6.** is replaced by the following:

6. The Damage to Premises Rented to You – Any One Premises Limit is the most we will pay for damages because of "property damage" to any one premises while rented to you or temporarily occupied by you with permission of the owner.

The Damage to Premises Rented to You – Any One Premises Limit:

- a. Is not subject to the General Aggregate Limit described in **SECTION III – LIMITS OF INSURANCE, 2. General Aggregate Limit**; and
- b. Is not subject to the Each Occurrence Limit described in **SECTION III – LIMITS OF INSURANCE, 5. Each Occurrence Limit**.

3. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, b. Excess Insurance**, paragraph **(a)(ii)** is replaced by the following:

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

4. **SECTION V – DEFINITIONS, 9. "Insured contract"**, paragraph **a.** is replaced by the following:

- 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 to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

5. This coverage does not apply if Damage to Premises Rented to You is excluded either by the provisions of the Coverage Part or by endorsement.

**D. Broad Form Property Damage – Borrowed Equipment, Customers’ Goods, Use of Elevators**

1. The following is added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage to Property**:

Paragraph **(4)** does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs **(3), (4)** and **(6)** do not apply to "property damage" to "customers’ goods" while on your premises.

Paragraphs **(3), (4)** and **(6)** do not apply to the use of elevators.

2. For the purposes of this endorsement, the following definition is added to **SECTION V – DEFINITIONS**:

- 1. "Customers’ goods" means property of your customer(s) on your premises for the purpose of being:
  - a. Worked on; or
  - b. Used in your manufacturing process.

- 3. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.

**E. Incidental Malpractice – Employed Nurses, EMT’s and Paramedics**

With respect to the **COMMERCIAL GENERAL LIABILITY COVERAGE** form, **SECTION II – WHO IS AN INSURED**, paragraph **2.a.(1)(d)** and with respect to the **SMALL COMMERCIAL LIABILITY COMPANION** endorsement, **SECTION IV – EXCLUSIONS, A. Professional Services** do not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

**F. Personal and Advertising Injury – Broad Form**

1. **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions, e. Contractual Liability** is deleted.

2. **SECTION V – DEFINITIONS, 14.** "Personal and advertising injury", paragraph **b.** is replaced by the following:

**b.** Malicious prosecution or abuse of process.

3. The following is added to **SECTION V – DEFINITIONS, 14.** "Personal and advertising injury":

"Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

(1) Not done intentionally by or at the direction of:

(a) The insured;

(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an "employee", nor to the employment, prospective employment or termination of any person or persons by an insured.

4. For purposes of this endorsement, the following definition is added to **SECTION V – DEFINITIONS:**

1. "Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

5. This coverage does not apply if liability coverage for "personal and advertising injury" is excluded either by the provisions of the Coverage Form or any endorsement thereto.

#### **G. Product Recall Expense**

1. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, n. Recall of Products, Work or Impaired Property** is replaced by the following:

**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, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product" if the "covered recall" was initiated during the policy period.

However, the exception to the exclusion does not apply to "product recall expenses" resulting from:

(4) Failure of any products to accomplish their intended purpose;

(5) Breach of warranties of fitness, quality, durability or performance;

(6) Loss of customer approval, or any cost incurred to regain customer approval;

(7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

(8) Caprice or whim of the insured;

(9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

(10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or

(11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

2. The following is added to **SECTION II – WHO IS AN INSURED**, paragraph **3.b.:**

"Product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

3. The following is added to **SECTION III – LIMITS OF INSURANCE:**

#### **Product Recall Expense Limits of Insurance**

a. The Limits of Insurance shown in the **SUMMARY OF COVERAGES** of this endorsement and the rules stated below fix the most that we will pay under this Product Recall Expense coverage regardless of the number of:

(1) Insureds;

(2) "Covered Recalls" initiated; or

(3) Number of "your products" withdrawn or recalled.

- b. The Product Recall Expense Aggregate Limit is the most we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.
- c. The Product Recall Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.
- d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".
- e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.
- f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

**g. Product Recall Deductible**

We will only pay for the amount of "product recall expenses" which are in excess of the \$500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance 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 the purposes of determining the Limits of Insurance.

**4. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY**

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

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
  - (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.
- 5. For the purpose of this endorsement, the following definitions are added to SECTION V – DEFINITIONS:**
- 1. "Covered recall" means a recall or withdrawal made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or is reasonably expected to result in "bodily injury" or "property damage".
  - 2. "Product recall expense(s)" means:
    - a. Necessary and reasonable expenses for:
      - (1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;
      - (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
      - (3) Remuneration paid to your regular "employees" for necessary overtime;
      - (4) Hiring additional persons, other than your regular "employees";
      - (5) Expenses incurred by "employees" including transportation and accommodations;
      - (6) Expenses to rent additional warehouse or storage space;
      - (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or

disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal,

you incur exclusively for the purpose of recalling "your product"; and

- b. Your lost profit resulting from such "covered recall".

6. This Product Recall Expense Coverage does not apply:

- a. If the "products – completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or
- b. To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements.

**H. Who is an Insured Amended**

1. **SECTION II – WHO IS AN INSURED**, paragraph **2.a.(1)(d)** is replaced by the following:

- (d) Arising out of his or her providing or failing to provide professional services.

2. **Insured Employee Extension**

The following is added to **SECTION II – WHO IS AN INSURED**, paragraph **2.a.(1)(a)**:

With respect to "bodily injury" only, the limitations above do not apply to your "employees" as insureds with respect to damages caused by cardiopulmonary resuscitation or first aid services administered by such an "employee".

3. **Who is an Insured – Subsidiaries**

The following is added to **SECTION II – WHO IS AN INSURED**:

**Subsidiaries**

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- c. Before you maintained an ownership interest or more than 50% in such subsidiary; or
- d. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

**4. Newly Acquired or Formed Organizations – 180 Days**

**SECTION II – WHO IS AN INSURED**, paragraph **3.a.** is replaced by the following:

- a. Coverage under this provision is afforded only until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier.

**I. Limits of Insurance Amended**

**General Aggregate Limits of Insurance Per Location**

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

A separate Location General Aggregate Limit applies to each "location" owned by or rented to you, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

The Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

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

Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Location General Aggregate Limit for that "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Location General Aggregate Limit for any other "location".

The limits shown in the Declarations for Each Occurrence and Medical Expense continue to apply.

However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Location General Aggregate Limit.

"Location" means premises involving the same or connecting lots, or premises whose connection is

interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**J. Blanket Waiver of Subrogation**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of Recovery Against Others to Us:**

We waive any right of recovery we may have against any person or organization with whom you have a written contract, agreement or permit to waive any rights of recovery against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard”.

This condition does not apply to Medical Expenses Coverage.

**K. Unintentional Failure to Disclose Hazards**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations** is replaced by the following:

**6. Representations**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

**L. Unintentional Failure to Notify/Knowledge of an Occurrence**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of Occurrence, Offense, Claim or Suit,** paragraph a.:

Your rights afforded under this Coverage Part shall not be prejudiced if you fail to give us notice of an “occurrence”, offense, claim or “suit”, solely due to your reasonable and documented belief that the “bodily injury”, “property damage” or “personal and advertising injury” is not covered under this Coverage Part.

Knowledge of an “occurrence” or offense by an agent or “employee” of the insured will not constitute knowledge by the insured, unless an “executive officer” of the insured knows about such “occurrence” or offense. Failure of an agent or “employee” of the insured, other than an “executive officer” of the insured, to notify us of an “occurrence” or offense that such person knows about will not affect the insurance afforded to you.

**M. Medical Payments – Three Years to Report**

**SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS, 1. Insuring Agreement,** paragraph a.(3)(b) is replaced by the following:

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

**SECTION III – ADDITIONAL CONDITIONS**

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

**A. Liberalization**

If, within 45 days prior to or during the policy period, we adopt any revision that would broaden the coverage under this policy without additional premium, the broadened coverage will immediately apply to this policy.

**B. Concealment, Misrepresentation or Fraud**

This policy is void in any case of fraud by you as it relates to this policy at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This policy;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this policy.

**C. Insurance Under Two or More Coverages**

It is our stated intent that the various Coverage Parts, forms, endorsements or policies issued to the named insured by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim, “suit”, “occurrence”, offense, accident, “wrongful act” or loss. We will not pay more than the actual amount of the loss or damage.

If this Coverage Part and any other Coverage Part, form, endorsement or policy issued to the named insured by us, or any company affiliated with us, apply to the same claim, “suit”, occurrence, offense, accident, “wrongful act” or loss, the maximum Limit of Insurance under all such Coverage Parts, forms, endorsements or policies combined shall not exceed the highest applicable Limit of Insurance under any one Coverage Part, form, endorsement or policy.

This condition does not apply to any Excess or Umbrella Policy issued by us specifically to apply as excess insurance over this policy.

**SECTION IV – EXCLUSIONS**

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

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

Damages arising out of any access to or disclosure of any person's or organization's confidential or personal information, including:

- (1) Patents, trade secrets, processing methods, customer lists;
- (2) Financial information, credit card information;
- (3) Health information, biometric information; or
- (4) Any other type of nonpublic material or information.

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses public relations expenses, data restoration expenses, extortion 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 material or information.

**Aircraft Products, Grounding and Testing**

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of:
  - (a) "Aircraft products" or reliance upon any representation or warranty made with such product;
  - (b) The "grounding" of any aircraft; or
  - (c) The "testing" of any aircraft.
- (2) For purposes of this Exclusion, the following definitions apply:
  - (a) "Aircraft Products" means:
    - (i) Aircraft, including but not limited to missiles, spacecraft, or any other aircraft goods or products you manufacture, sell, handle or distribute;
    - (ii) Aircraft and any ground support or control equipment used in connection therewith;
    - (iii) Any product provided by the insured and installed or used in connection with any aircraft;
    - (iv) Any tooling used in respect to any aircraft;
    - (v) Training and navigational aids, instructions, manuals, blueprints, engineering or other data in connection with any aircraft;
    - (vi) Any advice, service or labor supplied with any aircraft; or
    - (vii) Services you or others trading under your name provide or recommend for use in the manufacture, repair, operation, maintenance or use of any aircraft.

(b) "Grounding" means the withdrawal of one or more aircraft from flight operations or the imposition of speed, passenger or load restrictions on such aircraft, due to the existence of or alleged or suspected existence of any defect, fault or condition:

- (i) In such aircraft or any part sold, handled or distributed by you or that is manufactured, assembled or processed by any other person or organization according to your specifications, plans, suggestions, orders or drawings; or
- (ii) With tools, machinery or other equipment furnished to such persons or organizations by you;

whether such withdrawn aircraft are owned or operated by the same or different persons or organizations.

"Grounding" shall be deemed to commence on the date of an "occurrence" which discloses the necessity of "grounding" or on the date an aircraft is first withdrawn from service because of such condition, whichever comes first.

(c) "Testing" means examination, observation, evaluation or measuring of the performance of "aircraft products", while either in the air or on the ground.

**Cyber Content Incident**

"Bodily injury", "property damage" or "personal and advertising injury" caused by, arising out of or as a consequence of a "cyber content incident".

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber content incident".

**Cyber Incident Exclusion**

"Bodily injury", "property damage" or "personal and advertising injury" caused by, arising out of or as a consequence of a "cyber incident". This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber incident".

**Professional Services**

"Bodily injury", "property damage", or "personal and advertising injury" caused by the rendering of or failure to render any professional service, advice or instruction:

- (1) By any insured; or
- (2) On behalf of any insured; or
- (3) From whom any insured assumed liability by reason of a contract or agreement,

regardless of whether any such service, advice or instruction is ordinary to any insured's profession.

Professional services include but are not limited to:

- (4) Legal, accounting or advertising services, notary, title abstract, tax preparation, real estate, stockbroker, publishing, architects or insurance services;
- (5) Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
- (6) Supervisory, inspection or engineering services;
- (7) Any medical, surgical, dental, x-ray, nursing, health or therapeutic services, treatment, advice or instruction including, but not limited to, the prescribing, furnishing or dispensing of drugs;
- (8) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming, including body piercing services or use or exposure to any sun lamp, tanning booth or other similar appliance;
- (9) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (10) Services in the practice of pharmacy;
- (11) Management, Human Resource, Testing, Media or Public Relations consulting services.

This exclusion applies even if a claim alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

**Unmanned Aircraft**

- (1) "Bodily injury", "property damage" or "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 and unloading".

This paragraph 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 ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This paragraph 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".
- (2) For purposes of this endorsement, the following is added to **SECTION V – DEFINITIONS**:  
"Unmanned aircraft" means an aircraft that is not:
    - (a) Designed;
    - (b) Manufactured; or
    - (c) Modified after manufacture;to be controlled directly by a person from within or on the aircraft.

**Violation Of Law Addressing Data Privacy**

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

- (1) Any federal, state or local statute, ordinance, regulation or other law that addresses, prohibits, or limits access to, use of or the printing, dissemination, disposal, obtaining, collecting, storing, safeguarding, recording, retention, sending, transmitting, communicating, selling or distribution of any person's or organization's confidential or personal material or information, including financial, health, biometric or other nonpublic material or information.  
Any such federal, state or local statute, ordinance, regulation or other law includes but is not limited to:
  - (a) The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or
  - (b) The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law; or
- (2) Any law of a jurisdiction other than the United States of America (including its territories and possessions) or Puerto Rico that is similar to any statute, ordinance, regulation or other law described in paragraph (1) above, including but

not limited to the European Union's General Data Protection Regulation.

**B. The following is added to SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS, 2. Exclusions:**

**Nuclear Energy Liability**

**(1) "Bodily injury" or "property damage":**

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

**(2) Under COVERAGE C – MEDICAL PAYMENTS, expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.**

**(3) "Bodily injury" or "property damage" resulting from the "hazardous properties" of the "nuclear material"; if:**

- (a)** The "nuclear material":
  - (i)** Is at any "nuclear facility" owned by, or operated by or on behalf of, an insured; or
  - (ii)** Has been discharged or dispersed therefrom;
- (b)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed,

stored, transported or disposed of by or on behalf of an insured; or

**(c)** The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility"; but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

**(4) As used in this exclusion:**

- (a)** "By-product material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- (b)** "Hazardous properties" include radioactive, toxic or explosive properties;
- (c)** "Nuclear facility" means:
  - (i)** Any "nuclear reactor";
  - (ii)** Any equipment or device designed or used for:
    - 1)** Separating the isotopes of uranium or plutonium;
    - 2)** Processing or utilizing "spent fuel"; or
    - 3)** Handling, processing or packaging "waste";
  - (iii)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
  - (iv)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

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

- (d)** "Nuclear material" means "source material", "special nuclear material" or "by-product material";
- (e)** "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

- (f) "Property damage" includes all forms of radioactive contamination of property.
- (g) "Source material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- (h) "Special nuclear material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- (i) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";
- (j) "Waste" means any waste material:
  - (i) Containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and
  - (ii) Resulting from the operation by any person or organization of any "nuclear facility" included under paragraphs (i) and (ii) of the definition of "nuclear facility".

**C. Amended Exclusion With Coverage Extension**

**SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. Aircraft, Auto or Watercraft** is replaced by the following:

**g. 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.** 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.** 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 51 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 (other than "unmanned-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 or motor vehicle registration law where it is licensed or principally garaged; or
  - (ii) The operation of any of the following machinery or equipment:
    - 1) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
    - 2) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
- (f) An aircraft (other than "unmanned aircraft") that is:
  - (i) Chartered by, loaned to, or hired by you with a paid crew; and
  - (ii) Not owned by any insured.

**SECTION V – AMENDED DEFINITIONS**

**A. SECTION V – DEFINITIONS, 3. "Bodily injury", 16. "Products – completed operations hazard", and 17. "Property damage"** are replaced by the following:

- 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".
- 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 the job site has been put to its intended use by any other 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.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

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

**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, 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.

**SECTION VI – ADDITIONAL DEFINITIONS**

**A.** The following definitions are added to **SECTION V – DEFINITIONS:**

- 1.** "Cyber content" means the electronic display, electronic transmission or electronic dissemination of information through any network or through an insured's system, including through email or an insured's internet website.
- 2.** "Cyber content incident" means the alleged or actual unintentional and unauthorized:
  - a.** Infringement of a collective mark, service mark, service name, trademark, trade dress, domain name, commercial logo, commercial slogan, commercial symbol, commercial title, copyright, name of a product, service or entity, or title of an artistic or literary work;
  - b.** Plagiarism or unauthorized use of protected literary or artistic work, format, character or performance;
  - c.** Invasion or interference with the right of publicity including name, persona, voice or likeness; or
  - d.** Defamation, libel, slander, trade libel, false light or other tort directly arising from the disparagement of or harm to the reputation or character of any person or entity;
 

resulting directly from "cyber content" of the insured entity.
- 3.** "Cyber incident" means any:
  - a.** Unauthorized access to or use of any computer system;
  - b.** Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system or otherwise disrupt its normal functioning or operation;
  - c.** Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation; or
  - d.** Alleged or actual unintentional and unauthorized:

- (1) Infringement of a collective mark, service mark, service name, trademark, trade dress, domain name, commercial logo, commercial slogan, commercial symbol, commercial title, copyright, name of a product, service or entity, or title of an artistic or literary work;
- (2) Plagiarism or unauthorized use of protected literary or artistic work, format, character or performance;
- (3) Invasion or interference with the right of publicity including name, persona, voice or likeness; or
- (4) Defamation, libel, slander, trade libel, false light or other tort directly arising from the disparagement of or harm to the reputation or character of any person or entity;  
resulting directly from "cyber content" of the insured entity.

ALL OTHER POLICY TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

## FOLLOW FORM EXCESS AND UMBRELLA LIABILITY COVERAGE

### TABLE OF REFERENCE

	Beginning on Page
<b>SECTION I – INSURING AGREEMENTS</b>	
1. Coverage A – Follow Form Excess Liability	2
2. Coverage B – Umbrella Liability	3
<b>SECTION II – DEFENSE AND SETTLEMENT</b>	
1. Coverage A – Follow Form Excess Liability	3
2. Coverage B – Umbrella Liability	3
<b>SECTION III – WHO IS AN INSURED</b>	
1. Coverage A – Follow Form Excess Liability	4
2. Coverage B – Umbrella Liability	4
<b>SECTION IV – COVERAGE TERRITORY</b>	
1. Coverage A – Follow Form Excess Liability	5
2. Coverage B – Umbrella Liability	5
<b>SECTION V – SUPPLEMENTAL PAYMENTS</b>	
Applicable to Both Coverage A – Follow Form Excess Liability and Coverage B – Umbrella Liability	5
<b>SECTION VI – LIMITS OF INSURANCE</b>	
Applicable to Both Coverage A – Follow Form Excess Liability and Coverage B – Umbrella Liability	6
<b>SECTION VII – EXCLUSIONS</b>	
1. Applicable to Both Coverage A – Follow Form Excess Liability and Coverage B – Umbrella Liability	6
2. Applicable to Coverage B – Umbrella Liability Only	9
<b>SECTION VIII – CONDITIONS</b>	
Applicable to Both Coverage A – Follow Form Excess Liability and Coverage B – Umbrella Liability	11
<b>SECTION IX – DEFINITIONS</b>	
Applicable to Both Coverage A – Follow Form Excess Liability and Coverage B. – Umbrella	14

## FOLLOW FORM EXCESS AND UMBRELLA LIABILITY COVERAGE PART

### CLAIMS-MADE WARNING

COVERAGE A – FOLLOW FORM EXCESS LIABILITY PROVIDES COVERAGE ON A CLAIMS-MADE BASIS WHEN THE APPLICABLE “UNDERLYING INSURANCE” IS WRITTEN ON A CLAIMS-MADE BASIS. WHEN CLAIMS MADE COVERAGE APPLIES, THIS POLICY, SUBJECT TO ITS TERMS, APPLIES ONLY TO “CLAIMS” FIRST MADE AGAINST YOU DURING THE POLICY PERIOD, AUTOMATIC EXTENDED REPORTING PERIOD OR ANY PURCHASED OPTIONAL EXTENDED REPORTING PERIOD. PLEASE READ THE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES, COVERAGE AND COVERAGE RESTRICTIONS.

### “CLAIM EXPENSE” WITHIN LIMITS

THE LIMIT OF INSURANCE OF COVERAGE A – FOLLOW FORM EXCESS LIABILITY MAY BE REDUCED AND MAY BE EXHAUSTED BY THE PAYMENT OF COVERED “CLAIM EXPENSE” IF THE APPLICABLE “UNDERLYING INSURANCE” IS WRITTEN ON A “CLAIM EXPENSE” WITHIN LIMITS BASIS. IF THE LIMIT OF INSURANCE IS EXHAUSTED, WE WILL NOT BE LIABLE FOR “CLAIM EXPENSE”, JUDGEMENTS OR SETTLEMENTS IN EXCESS OF THE APPLICABLE LIMIT OF INSURANCE. OUR RIGHT AND DUTY TO DEFEND ENDS WHEN WE HAVE USED UP THE LIMIT OF INSURANCE IN THE PAYMENT OF JUDGMENTS, SETTLEMENTS OR “CLAIM EXPENSE”.

All SECTIONS of this Coverage Part apply to both **Coverage A – Follow Form Excess Liability** and **Coverage B – Umbrella Liability**, unless specifically stated otherwise.

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

We will not pay sums or perform acts or services unless explicitly provided for in this policy.

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

### SECTION I – INSURING AGREEMENTS

#### 1. Coverage A – Follow Form Excess Liability

a. We will pay on behalf of the insured those sums in excess of the “underlying insurance” which the insured becomes legally obligated to pay as damages, provided:

(1) Such damages are covered by “underlying insurance”; and

(2) The damages occur during the policy period of this Coverage Part.

b. This Coverage Part will follow the same terms and conditions contained in the applicable “underlying insurance” unless they conflict with the terms and conditions of this Coverage Part, in which case the terms and conditions of this Coverage Part apply.

c. The coverage provided by this Coverage Part will not be broader than the insurance

coverage provided by the “underlying insurance”.

d. This Coverage Part does not apply to any part of damages within the Limit of Insurance of “underlying insurance”, or any related costs or expenses. If any other limit, such as a sublimit, is included in the “underlying insurance”, this insurance does not apply to damages arising out of that exposure unless those limits are specified in the Schedule of Underlying Coverages.

e. We have no obligation under this insurance with respect to any claim or “suit” settled without our consent.

f. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SECTION II – DEFENSE AND SETTLEMENT** and **SECTION V – SUPPLEMENTAL PAYMENTS**.

## 2. Coverage B – Umbrella Liability

- a. We will pay on behalf of the insured those sums in excess of the “retained limit” shown in the Declarations which the insured becomes legally obligated to pay as damages because of “bodily injury”, “property damage”, or “personal and advertising injury” to which this Coverage Part applies, provided:

(1) The:

- (a) “Bodily injury” or “property damage” is caused by an “occurrence”; or  
 (b) “Personal and advertising injury” is caused by an offense arising out of your business;

which took place within the coverage territory as described in **SECTION IV – COVERAGE TERRITORY**;

- (2) The “bodily injury” or “property damage” occurs during the policy period, and the offense causing “personal and advertising injury” is first committed during our policy period; and  
 (3) Prior to the policy period, no insured and no “employee” authorized by you to give or receive notice of an “occurrence”, offense or claim, knew that the “bodily injury”, “property damage”, or “personal and advertising injury” had occurred, in whole or in part. If such an insured or authorized “employee” knew, prior to the policy period, that the “bodily injury”, “property damage”, or “personal and advertising injury” occurred, then any continuation, change or resumption of such “bodily injury”, “property damage, or “personal and advertising injury” during or after the policy period will be deemed to have been known prior to the policy period.

However, “bodily injury”, “property damage”, or “personal and advertising injury” which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured or by any “employee” authorized by you to give or receive notice of an “occurrence”, offense or claim, includes any continuation, change or resumption of that “bodily injury”, “property damage”, or “personal and advertising injury” after the end of the policy period.

- b. “Bodily injury”, “property damage”, or “personal and advertising injury” will be deemed to have been known to have occurred at the earliest time when any insured, or any “employee” authorized by you to give or

receive notice of an “occurrence”, offense or claim:

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

- c. **Coverage B – Umbrella Liability** does not apply to:

- (1) Any claim or “suit” which is covered by “underlying insurance” regardless of whether or not the “underlying insurance” is available or the Limits of Insurance have been exhausted;  
 (2) Any claim or “suit” covered by **Coverage A – Follow Form Excess Liability** of this Coverage Part; or  
 (3) Any costs or expenses related to loss as described by c. (1) or c. (2) above.

- d. We have no obligation under this insurance with respect to any claim or “suit” settled without our consent.

- e. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SECTION II – DEFENSE AND SETTLEMENT** and **SECTION V – SUPPLEMENTARY PAYMENTS**.

## SECTION II – DEFENSE AND SETTLEMENT

### 1. Coverage A – Follow Form Excess

We will have the right and duty to defend the insured against any “suit” seeking damages to which this insurance applies if the applicable Limits of Insurance of “underlying coverage” have been exhausted by the payment of judgments, settlements or related costs or expenses.

### 2. Coverage B – Umbrella Liability

We will have the right and duty to defend the insured against a “suit” to which this insurance applies, even if such “suit” is groundless, false or fraudulent, when the “underlying insurance” does not provide coverage or the limits of “underlying insurance” have been exhausted by payment of damages covered by **Coverage B – Umbrella Liability**. We will pay defense costs to the extent that such defense costs are not covered by

“underlying insurance” or any applicable “other insurance”.

3. We have the right but not the duty to participate in the investigation, defense and settlement of any “occurrence”, offense, claim or “suit” which may, in our opinion, result in damages to which this insurance applies.
4. Our duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments or settlements. However, if the Limits of Insurance of any “underlying insurance” are reduced by defense or claim expense under the terms of that policy, then our duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments, settlements, and defense or claim expense as defined in the “underlying insurance”.

### SECTION III – WHO IS AN INSURED

#### 1. Coverage A – Follow Form Excess Liability:

The following persons or organizations qualify as an insured:

- a. The named insured shown in Item 1. of the Declarations; and
- b. Any other person or organization qualifying as an insured under the “underlying insurance”.

If coverage provided to an additional insured is required by contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance required by the contract, less any amounts payable by “underlying insurance”.

Additional insured coverage provided by this insurance will not be broader than coverage provided by the “underlying insurance”. The inclusion of additional insureds does not increase the Limit of Insurance.

#### 2. Coverage B – Umbrella Liability:

- a. If you are designated in the Declarations as:

- (1) 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.
- (2) 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.
- (3) 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.

- (4) 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.
- (5) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

- b. Each of the following is also an insured:

- (1) Your “volunteer workers” only while performing duties related to the conduct of your business, or your “employees”, other than 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”:

- (i) To you, to your partners or members (if you are a partnership or joint venture), 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;

- (ii) To the spouse, child, parent, brother or sister of the “employee” or “volunteer worker” as a consequence of paragraph (a)(i) above;

- (iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (a)(i) or (a)(ii) above; or

- (iv) Arising out of his or her providing or failing to provide professional health care services.

- (b) “Property Damage” to property:

- (i) Owned, occupied or used by;

- (ii) 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).

- (2) Any person (other than your “employee” or “volunteer worker”), or any organization while acting as your real estate manager.
  - (3) Any person or organization having proper temporary custody of your property if you die, but only:
    - (a) With respect to liability arising out of the maintenance or use of that property; and
    - (b) Until your legal representative has been appointed.
  - (4) 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.
- c. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or a majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However,
- (1) Coverage under this provision is afforded only until the 90<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier.
  - (2) Coverage does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization; and
  - (3) Coverage 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 IV – COVERAGE TERRITORY

1. With respect to **Coverage A – Follow Form Excess Liability**, this insurance applies anywhere that the applicable “underlying insurance” applies.
2. With respect to **Coverage B – Umbrella Liability**, this insurance applies anywhere in the world, with the exception of any country or jurisdiction subject

to sanctions or embargo by the United States of America.

3. Notwithstanding the description of coverage territory in paragraphs 1. and 2. above, this insurance does not apply to any wrongful act, offense or “occurrence” taking place in a country or jurisdiction subject to OFAC sanctions.

#### SECTION V – SUPPLEMENTAL PAYMENTS

1. We will pay the following expenses in addition to the Limit of Insurance with respect to any claim we investigate or settle, or any “suit” against an insured we defend, to the extent such expenses are not covered by “underlying insurance” or “other insurance”:
  - a. All expenses we incur.
  - b. Up to \$2,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this coverage applies. We do not have to furnish these bonds.
  - c. The premium costs of appellate bonds or bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
  - d. Reasonable expenses incurred by an insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$1000 a day because of time off from work.
  - e. All costs taxed against an insured in the “suit”, except any:
    - (1) Attorneys’ fees or litigation expenses; or
    - (2) Other loss, cost or expense in connection with any injunction or equitable relief.
  - f. Pre-judgment interest awarded against the insured on that part of the judgment we pay which is within the applicable Limit of Insurance. If we make an offer to pay the applicable Limit of Insurance, we will not pay any pre-judgment 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.
2. Our obligation to make these payments ends when we have used up the applicable Limit of Insurance.
3. If the Limits of Insurance of any “underlying insurance” are reduced by defense or claim expense as defined under the terms of that policy, then any Supplemental Payments we make that

meet the “underlying insurance” definition of defense or claim expense will reduce our applicable Limits of Insurance in the same manner.

4. If the law of a country or jurisdiction prohibits us from paying a Supplementary Payment, we will reimburse you for a Supplementary Payment you have incurred with our consent.

#### SECTION VI – 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;
  - c. Persons or organizations making claims or bringing “suits”; or
  - d. Coverages provided by this Coverage Part.
2. The Products-Completed Operations Aggregate Limit shown in the Declarations is the most we will pay for the sum of all damages included in the “products - completed operations hazard”.
3. The General Aggregate Limit shown in the Declarations is the most we will pay for the sum of all damages to which this insurance applies, except:
  - a. Damages Included in the “products-completed operations hazard”; or
  - b. Otherwise covered by “underlying insurance”, but to which no aggregate limit in such “underlying insurance” applies.
4. Subject to the applicable Aggregate Limit, the Each Occurrence Limit shown in the Declarations is the most we will pay for damages arising out of any one “occurrence” or offense under **Coverage A – Follow Form Excess Liability** and **Coverage B – Umbrella Liability** combined, even if such loss is or otherwise would be covered in whole or part under more than one “underlying insurance”.
5. Any amount paid for damages will reduce the amount of the applicable Aggregate Limit available for any other payments.
6. If the Limits of Insurance of any “underlying insurance” are reduced by defense or claim expense under the terms of that policy, then any defense or claim expense payments we make to defend any insured will reduce our applicable Limits of Insurance in the same manner.
7. The Aggregate Limits of this policy apply separately to each consecutive annual period. If our policy period is extended to a period greater than twelve (12) months, the extended period will be considered part of the original policy period for determining the Limits of Insurance.

#### SECTION VII – EXCLUSIONS

1. Applicable to both **Coverage A – Follow Form Excess Liability** and **Coverage B – Umbrella Liability**

This insurance does not apply to:

- a. **Access or Disclosure of Confidential or Personal Information and Data-Related Liability**

Any liability or expense 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 claims are made or “suits” brought 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 liability or expense because of “bodily injury”.

- b. **Asbestos**

“Bodily injury”, “property damage”, or “personal and advertising injury” or any other injury, damage, loss cost or expense arising out of any actual or alleged:

- (1) Inhaling, ingesting or prolonged physical exposure by any person to asbestos or asbestos fibers or goods or products containing asbestos;
- (2) Use of asbestos in constructing or manufacturing any good, product or structure;
- (3) Intentional or accidental removal including encapsulation, dispersal, sealing or disposal of asbestos or asbestos fibers from any good, product or structure;
- (4) Manufacture, transportation, storage or disposal of asbestos or goods or products containing asbestos;
- (5) Products manufactured, sold, handled or distributed by or on behalf of the insured which contain asbestos; or
- (6) Acts or omissions of the insured in connection with the general supervision of

any job involving the removal, enclosure, encapsulation, dispersal, sealing or disposal of asbestos, asbestos fibers or products containing asbestos. General supervision includes the rendering of or failure to render any instructions, recommendations, warnings or advice.

**c. Damage to Property**

"Property damage" or related expenses arising from damage to or loss of use of:

- (1) Real property owned, leased, occupied or in the care, custody or control of any insured;
- (2) Real property loaned to any insured;
- (3) That particular part of real property on which you or any contractors or subcontractors working directly on your behalf are performing operations, if the "property damage" arises out of those operations.
- (4) That particular part of any property that must be restored repaired or replaced because "your work" was incorrectly performed on it.
- (5) Personal property in the care, custody or control of the insured.
- (6) Paragraphs (2) and (3) above do not apply to liability assumed under a sidetrack agreement.
- (7) Paragraph (4) above does not apply to "property damage" included in the "Products Completed Operations Hazard".

**d. Employment Related Practices**

Any claim by or on behalf of:

- (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) Any person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in paragraph (1) above is directed.

This exclusion applies:

- (3) Whether you may be liable as an employer or in any other capacity; and

- (4) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**e. Miscellaneous Laws**

Any liability or expense under any of the following:

- (1) Any obligation of the insured under a workers' compensation, disability, benefits or unemployment compensation law or any similar law;
- (2) Any breach of fiduciary duty, responsibility, or obligation in connection with any employee benefit or pension plan, including violations of the responsibilities, obligations or duties imposed upon fiduciaries by the Employee Retirement Income Security Act of 1974 (ERISA), as amended, or any similar local, state, federal or foreign law or regulations; or
- (3) Any uninsured or underinsured motorist, no-fault, medical payments, first party personal injury or similar law.

**f. Nuclear Energy Hazard**

Any liability or expense:

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

America, any other foreign or domestic governmental body or any agency thereof, with any person or organization.

- (3)** To “bodily injury” or “property damage” resulting from the hazardous properties of nuclear material, if:
- (a)** The nuclear material:
    - (i)** Is at any nuclear facility owned by or operated by or on behalf of an insured or,
    - (ii)** Has been discharged or dispersed there from.
  - (b)** The nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (c)** The “bodily injury” or “property damage” arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this paragraph **c.** applies only to “Property Damage” to such nuclear facility and any property thereat.

As used in this definition:

“Hazardous properties” include radioactive, toxic or explosive properties.

“Nuclear material” means source material, special nuclear material, or by-products material.

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

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

“Waste” means any waste material:

- (d)** Containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content.
- (e)** Resulting from the operation by any person or organization of any nuclear facility included under the first two

paragraphs of the definition of nuclear facility.

“Nuclear facility” means:

- (f)** Any nuclear reactor; or
- (g)** Any equipment or device designated or used for:
  - (i)** Separating the isotopes of uranium or plutonium; or
  - (ii)** Processing or utilizing spent fuel; or
  - (iii)** Handling, processing or packaging nuclear waste; or
- (h)** Any equipment or device used for processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of an insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
- (i)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste; and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

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

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

**g. Damage to “Your Product”, “Your Work” or “Impaired Property”**

“Property damage” to:

- (1)** “Your product” arising out of it or any part of it; and
- (2)** “Your work” arising out of it or any part of it and included in the “products-completed operations hazard”.

Paragraphs **(1)** and **(2)** above do not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

- (3)** “Impaired Property” or property that has not been physically injured, arising out of:
  - (a)** A defect, deficiency, inadequacy or dangerous condition in “your product” or “your work”; or
  - (b)** 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.

**h. Recall of Products, Work or Impaired Property**

Damages claimed for any loss of use, cost, or expense related to recall, withdrawal, disposal or removal of, inspection, repair or replacement 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.

**i. Recording and Distribution of Material in Violation of Law**

Any liability or expense arising 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; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (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.

**j. War**

Any liability or expense arising out of "war".

**2. Applicable to Coverage B – Umbrella Liability Only:**

This insurance does not apply to:

**a. Aircraft, "Autos" or Watercraft:**

**(1) Unmanned Aircraft**

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

This paragraph 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" or the offense which caused the 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**

Any liability or expense 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 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" or offense which caused the 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.

**b. Contractual Liability**

Any liability for which any insured is obligated to pay damages by reason of the assumption of liability in any contract or agreement. This exclusion does not apply to liability for damages:

- (1) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury", "personal and advertising injury" or "property damage" occurs after the execution of the contract or agreement; or
- (2) That any insured would have in the absence of the contract or agreement.

**c. Directors and Officers**

Any liability or expense for a wrongful act, error, omission or breach of duty by an insured in the performance of the office of director, officer or trustee of an organization.

**d. Employers Liability**

Any injury to:

- (1) Any “employee” of an insured arising out of and in the course of:
  - (a) Employment by an insured; or
  - (b) Performing duties related to the conduct of an insured’s business; or
- (2) Any person as a consequence of paragraph (1) above.

This exclusion applies:

- (3) Whether an insured may be liable as an employer or in any other capacity; and
- (4) 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 an insured under an “insured contract”.

**e. Expected or Intended Injury**

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

**f. Liquor Liability**

Any liability or expense for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person; or
- (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:

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

**g. Maintenance, Prevention or Enhancement**

Any liability or expense incurred by an insured or any others for any:

- (1) maintenance or enhancement of any property; or
- (2) prevention of any injury or damage to any:

- (a) person or organization; or
- (b) property you own, rent or occupy.

**h. Media or Internet Business and Other Internet Activities**

To any liability or expense for “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 **SECTION IX – DEFINITIONS, 15. “Personal and advertising injury”**, paragraphs **a.**, **b.** and **c.**

For the purpose 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.

**i. “Personal and Advertising Injury”**

Any liability or expense for “personal and advertising injury”:

- (1) 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”;
- (2) 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;
- (3) Arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period or before the Retroactive Date, whichever is applicable;
- (4) Arising out of a criminal act committed by or at the direction of the insured;
- (5) 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;
- (6) Arising out of a breach of contract, except an implied contract to use another’s advertising idea in your “advertisement”;
- (7) Arising out of the failure of goods, products or services to conform with any

statement of quality or performance made in your “advertisement”;

(8) Arising out of the wrong description of the price of goods, products or services stated in your “advertisement”;

(9) 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 or slogan;

(10) Arising out of the unauthorized use of another’s name or product in your email address, domain name or metatag, or any other similar tactics to mislead another’s potential customers; or

(11) Arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**j. Pollution**

(1) “Bodily injury”, “property damage”, and “personal and advertising injury” which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release, or escape of “pollutants” at any time.

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

(a) Request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to, or assess the effects of, “pollutants”; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to, or assessing the effects of, “pollutants”.

**k. Professional Services**

Any liability or expense arising out of the rendering of or failure to render any professional service, advice or instruction, or any service, advice or instruction of a professional nature, regardless of whether such service requires certification or licensing, by or on behalf of any insured or from whom

any insured assumed liability by reason of a contract or agreement, regardless of whether any such service, advice or instruction is ordinary to any insured’s profession and regardless of whether such service, advice or instruction should have been performed or furnished by such insured.

This exclusion applies even if a claim alleges negligence, errors, omissions or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the “occurrence” or wrongful act which caused the damages involved the rendering of or failure to render, any professional service or service of a professional nature.

This exclusion is not intended to preclude coverage under any endorsement or Coverage Part issued by us for the specific purpose of providing professional liability coverage.

**l. Punitive Damages**

Any sum awarded for punitive damages, exemplary damages, multiplied damages, taxes, fines, or penalties.

**SECTION VIII – CONDITIONS**

**1. Appeals**

We may elect to initiate or participate in an appeal of a judgment if such judgment could result in a payment under this insurance.

If we so elect, we shall be liable for all expenses we incur incidental to such appeal, but in no case will the amount we pay for loss exceed the Limits of Insurance.

**2. Bankruptcy**

The bankruptcy of any insured or insured’s estate will not relieve us of our obligations under this policy.

In the event of bankruptcy or insolvency of the provider of any “underlying insurance”, the insurance provided by this policy will not replace such “underlying insurance” and applies as though such “underlying insurance” was available and collectible.

**3. Cancellation and Nonrenewal**

a. The first Named Insured may cancel this policy by mailing or delivering to us, our authorized agent or broker, advance written notice of cancellation stating when the cancellation is to take effect.

b. We may cancel this policy or any of its individual coverages by mailing to the first Named Insured a written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 60 days before the effective date of cancellation if we cancel for any other reason.

- c. We will mail our notice to the first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata.
- f. If we decide not to renew, we will mail to the first Named Insured written notice of nonrenewal not less than sixty (60) days before the expiration date.
- g. Proof of mailing will be sufficient proof of notice.

#### 4. Changes

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

#### 5. Currency

All payments or reimbursements we make for damages because of judgments or settlements will be made in United States currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums.

#### 6. 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 any "occurrence" or offense to which this insurance may apply. 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 of any injury or damage arising out of the "occurrence" or offense.
- b. You will cooperate with the "underlying insurer" as required by the terms of their policies and comply with all terms and conditions of those policies.
- c. If a claim is made or "suit" is brought against any insured to which this insurance may apply, you must see to it that we receive written

notice of the claim or "suit" as soon as practicable.

d. You and any other involved insured must:

- (1) Send us copies as soon as practicable of any demands, notices, summonses or legal papers received in connection with the claim or "suit" to which this insurance may apply;
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit";
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which in our opinion may be liable to an insured because of injury or damage to which this insurance applies;
- (5) Notify us as soon as practicable of any judgment or settlement of any claim or "suit" brought against any insured; and
- (6) Not voluntarily make a payment, assume any obligation or incur any expense without our consent, except at that insured's own cost.

#### 7. Examination of Your Books and Records

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

#### 8. Extended Reporting Periods

Extended Reporting Periods available in the policy or coverage part of the "underlying insurance" are also available for this policy. The terms, conditions and pricing methodology of the Extended Reporting Periods, in effect at the inception of this policy, apply unless they differ from the terms and conditions of this policy.

#### 9. First Named Insured

The person or organization first named in Item 1. of the Declarations is responsible for the payment of all premiums, the receiving of return premiums, the receipt and acceptance of this policy and any endorsements, and will act on behalf of all other insureds for the giving and receiving of notice of cancellation or any other notice required under this policy or by statute or regulation.

#### 10. Inspections and Surveys

- a. We have the right but not the duty to:
  - (1) Make inspections and surveys at any time;

- (2) Give you reports on the conditions we find; and
- (3) Recommend changes.

b. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:

- (1) Are safe or healthful; or
- (2) Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

**11. Joint Duties in “Non-Admitted Jurisdictions”**

With respect to an “occurrence”, offense, claim or “suit” that arises in a “non-admitted jurisdiction” and to which this insurance applies:

- a. We have the right but not the duty to defend any person or organization against any claim or “suit”. We may, at our discretion, assume control of or participate in any investigation, defense, settlement or recovery proceedings.
- b. If we are prevented by law in any “non-admitted jurisdiction” to defend you or to investigate claims, you will be responsible for arranging for the defense or investigation under our supervision. We will reimburse you for all reasonable and necessary expense incurred which we would have paid if we had defended the “suit” or investigated the claim; and
- c. If we are prevented by law in any “non-admitted jurisdiction” from paying damages to which this insurance applies, you may pay the damages with our consent. Upon proof of the payments, we will reimburse you for such damages subject to the applicable Limit of Insurance.

**12. Legal Action Against Us**

No person or organization has a right under this policy:

- 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 policy 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 obtained after an actual trial,

but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the Limits of Insurance.

An agreed settlement means a settlement and release of liability signed by us, an insured and the claimant or the claimant's legal representative.

**13. Maintenance of “Underlying Insurance”**

a. We have issued this policy in reliance upon representations made by you about “underlying insurance”.

You agree:

- (1) To keep “underlying insurance”, and any renewal or replacement of such “underlying insurance”, in full force and effect during the term of this policy;
- (2) To notify us as soon as practicable if any “underlying insurance” is no longer valid or in full force or effect.
- (3) “Underlying insurance” will not be cancelled, non-renewed or rescinded without notifying us and replacing coverage with materially the same terms and conditions to which we agree.

- b. The limits of “underlying insurance” shall be maintained, except for any reduction or exhaustion of such limits by the payment of judgments, settlements or related costs or expense (if such related costs or expense reduce such limits). Reduction or exhaustion of any limit of insurance in any “underlying insurance” by such payments will not be a failure to maintain “underlying insurance” in full force and effect.
- c. The terms and conditions of “underlying insurance” will not materially change, unless we agree otherwise in writing.
- d. No statement contained in this Condition limits our right to cancel or not renew this policy.
- e. Your failure to comply will not invalidate this policy, but this policy will apply as if the “underlying insurance” was so maintained.

**14. Other Insurance**

- a. This insurance is excess over any “other insurance”, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically purchased as excess over this policy.
- b. We have no duty to defend the insured against any claim or “suit” if any other insurer has a duty to defend such insured against that claim or “suit”.
- c. This insurance is not subject to the terms or conditions of any “other insurance”.

- d. We will pay only our share of the amount of loss, if any, that exceeds the sum of the total:

- (1) Amount that all "other insurance" would pay for loss in the absence of this insurance; and
- (2) Of all deductible and self-insurance amounts under all "other insurance".

#### 15. Premium Audit

- a. We will compute all premiums for this policy in accordance with our rules, rates, rating plans, premiums and minimum premiums applicable to this insurance.
- b. If the premium for this policy is stated in the Declarations as being subject to adjustment, at the close of each audit period, we will compute the earned premium for that period using the rates and rating basis shown on the Declarations or as stated in an endorsement issued by us. Audit premiums are due and payable on notice to the first Named insured. 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, but not if such audit premium is less than the minimum premium shown in the Declarations.
- c. The first Named Insured must keep records of the information we need for premium computation and send us copies as we may request.

#### 16. 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.

If unintentionally you should fail to disclose all hazards at the inception of this policy, we shall not deny coverage under this policy because of such failure.

#### 17. Separation of Insureds

Except with respect to the Limits of Insurance and any rights or duties specifically assigned 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" brought.

#### 18. Titles of Paragraphs

The titles of paragraphs in this policy are inserted solely for convenience or reference. Such titles do

not limit, define or affect the provisions to which they relate.

#### 19. 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 policy, those rights are transferred to us. The insured must do nothing after loss to impair such rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

#### 20. Transfer of Your Rights and Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent.

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

### SECTION IX – 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 purpose 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 semi-trailer 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. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".
4. **"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.

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. **“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 the 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.

8. **“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;
- (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 paragraph (2) above and supervisory, inspection or engineering activities.

9. **“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”.

10. **“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”.

11. **“Mobile Equipment”** means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, fork-lifts and other vehicles designed by 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, shoves, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in paragraphs 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 paragraphs 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".

12. **"Non-admitted Jurisdiction"** means a jurisdiction, other than the United States, its territories and possessions, Canada or Puerto Rico, where we are not licensed or permitted by law to issue insurance; or are prevented by law or otherwise from investigating, defending or settling a claim or "suit".

- 13. **"Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 14. **"Other Insurance"** means any insurance that may provide coverage to any insured which this policy would also provide, and includes any type of self-insurance or other mechanism arranged for funding of loss. "Other insurance" does not include "underlying insurance" or insurance specifically purchased as excess over this policy.
- 15. **"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 or slogan in your "advertisement".
- 16. **"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.
- 17. **"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.

**18. "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.

- 19. "Retained Limit"** means the amount stated as such in the Declarations for which the insured is responsible with respect to each "occurrence" under **Coverage B – Umbrella Liability**.
- 20. "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" also includes:
- a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.
- 21. "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.

- 22. "Underlying insurance"** means the liability insurance coverage provided under policies shown in the Schedule of Underlying Coverages for the limits and policy periods indicated. It includes any policies issued to replace those policies during the term of this insurance that provide:
- a. At least the same limits of liability or limits of insurance; and
  - b. The same hazards insured against, except as modified by general program revisions or as agreed to by us in writing.
- 23. "Underlying Insurer"** means any insurer who issues a policy of "underlying insurance".
- 24. "Unmanned Aircraft"** means an aircraft that is not:
- a. Designed;
  - b. Manufactured; or
  - c. Modified after manufacture:
- to be controlled directly by a person from within or on the aircraft.
- 25. "War"** means:
- a. War, including undeclared or civil war;
  - b. 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
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- 26. "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.

**27. "Your Work"**

a. Means any:

(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.