

NEXO INSURANCE SERVICES, INC.

111 N SEPULVEDA BLVD #325

MANHATTAN BCH, CA 90266 6849

Your Great American Insurance PolicySM

301 E. Fourth St., Cincinnati, OH 45202



If you prefer to view your Specialty Human Services
insurance policy online, please visit

MyGreatAmerican.gaig.com

*Log into this secure portal
with the policy number(s) and ZIP Code
of any valid Great American policy*

- Access policy documents
- Follow a claim
- Pay a bill
- See additional policy benefits

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SpecialtyHumanServices.com

NOTICE TO POLICYHOLDERS

No coverage is provided by this summary nor can it be construed to replace or modify any provision of your policy. You should read your policy and review your Declarations Page for complete information on the coverages you are provided. If there is any conflict between the policy and this Notice to Policyholders, the provisions of the policy shall prevail.

This policy contains an exclusion for claims arising from, in whole or in part, the actual, alleged, threatened, or suspected inhalation or ingestion of, exposure to, or contact with "silica" or dust that includes or contains "silica"; and any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or dust that includes or contains "silica," by any insured or by any other person or entity, as described in the endorsement. For further information, please review the provisions of your policy.

**IMPORTANT INFORMATION TO POLICYHOLDERS
CALIFORNIA**

TO OBTAIN INFORMATION OR TO MAKE A COMPLAINT

In the event you need to contact someone about this Policy for any reason please contact your agent. If you have additional questions, you may contact the insurance company issuing this Policy at the following address and telephone number:

Great American Insurance Group
Administrative Offices
301 East 4th Street
Cincinnati, OH 45202

Or you may call the toll-free telephone number for information or to make a complaint at:

1-800-972-3008

If you have a problem with your insurance company, its agent or representative that has not been resolved to your satisfaction, please call or write to the Department of Insurance.

California Department of Insurance
Consumer Services Division
300 South Spring Street, South Tower
Los Angeles, California 90013
1-800-927-4357
213-897-8921 (if calling from within the Los Angeles area)
1-800-482-4833 (TDD Number)

Written correspondence is preferable so that a record of your inquiry can be maintained. When contacting your agent, company or the Bureau of Insurance, have your Policy Number available.

ATTACH THIS NOTICE TO YOUR POLICY

This notice is for information only and does not become a part or condition of the attached document.

Great American® at Your Service...

We would like to take this opportunity to thank you for placing your insurance with Great American. We are committed to providing you with excellent service and have established phone lines to help you present claim inquiries, obtain information about coverages and resolve conflicts.

CUSTOMER SERVICE I.D. CARD

Insured:	Policy No.: GLP 3415666 00
Service Contacts: NEXO INSURANCE SERVICES, INC. Claims - Business Hours Emergency Claims (Client Code 05503)	Phone No.: 1-310-937-2007 1-888-317-4828 1-800-241-2541
	Issue Date: 06/06/2020

Since your agent is your primary contact, we suggest that you attempt to contact the agency first. If your agent is not available, call the Great American claims office during regular business hours. Should a loss occur after business hours, you can leave a message via our toll-free Emergency Claims phone line. An experienced Great American Claims Representative will contact you as soon as possible.

CUSTOMER SERVICE I.D. CARD

Insured:	Policy No.: GLP 3415666 00
Service Contacts: NEXO INSURANCE SERVICES, INC. Claims - Business Hours Emergency Claims (Client Code 05503)	Phone No.: 1-310-937-2007 1-888-317-4828 1-800-241-2541
	Issue Date: 06/06/2020

The Great American customer service i.d. card attached will keep your agent's number and the Great American toll-free claim phone number and emergency claim phone number at your fingertips. Please carry it with you at all times so that you know whom to call in any situation.

CUSTOMER SERVICE I.D. CARD

Insured:	Policy No.: GLP 3415666 00
Service Contacts: NEXO INSURANCE SERVICES, INC. Claims - Business Hours Emergency Claims (Client Code 05503)	Phone No.: 1-310-937-2007 1-888-317-4828 1-800-241-2541
	Issue Date: 06/06/2020

Policy No. GLP 3415666 00
Renewal Of**POLICY COMMON DECLARATIONS****NAMED INSURED****AND ADDRESS:****IN RETURN FOR PAYMENT OF THE PREMIUM,
AND SUBJECT TO ALL TERMS OF THIS POLICY,
WE AGREE WITH YOU TO PROVIDE THE
INSURANCE AS STATED IN THIS POLICY.****AGENT'S NAME AND ADDRESS:**
NEXO INSURANCE SERVICES, INC.
111 N SEPULVEDA BLVD #325
MANHATTAN BCH, CA 90266 6849Insurance is afforded by the Company named below, a Capital Stock Corporation:
GREAT AMERICAN INSURANCE COMPANY**POLICY PERIOD:** From 06/06/2020 To 06/06/2021

12:01 A.M. Standard Time at the address of the Named Insured

This policy consists of the following Coverage Parts for which a premium is indicated. This premium may be subject to adjustment.

	Premium
Commercial Property	
Commercial General Liability	\$
Commercial Crime and Fidelity	
Commercial Inland Marine	
Commercial Equipment Breakdown	
Commercial Auto	
Commercial Umbrella	
TOTAL	\$

FORMS AND ENDORSEMENTS applicable to all Coverage Parts and made part of this Policy at time of issue are listed on the attached Forms and Endorsements Schedule IL 88 01(11/85).**POLICY ALTERNATE MAILING ADDRESS:**

FORMS AND ENDORSEMENTS SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

	Form and Edition		Date Added * or Date Deleted	Form Description
1.	CG2167	12/04		FUNGI OR BACTERIA EXCLUSION
2.	IL0017	11/98		COMMON POLICY CONDITIONS
3.	IL0021	09/08		NUCLEAR ENERGY LIABILITY EXCLUSION
4.	IL0270	12/19		CA CHANGES-CANCELLATION/NONRENEWAL
5.	IL7001	10/07		BUSINESSPRO POLICY COMMON DEC
6.	IL7069	03/16		EXCLUSION - ASBESTOS
7.	IL7268	09/09		IN WITNESS CLAUSE
8.	IL7273	08/08		LOSS PREVENTION SERVICES
9.	IL7324	08/12		ECONOMIC AND TRADE SANCTIONS CLAUSE
10.	IL7368	04/15		TERRORISM PREMIUM DISCLOSURE
11.	0790SHS			SHS POLICY COVER PAGE

* If not at inception

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

Schedule

Schedule - Part I

Terrorism Premium (Certified Acts) \$ 0.00

This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies): GLP 341-56-66 - 00

Additional information, if any, concerning the terrorism premium:

Schedule - Part II

Federal share of terrorism losses	85% Year: 2015
(Refer to Paragraph B. in this endorsement.)	84% Year: 2016
	83% Year: 2017
	82% Year: 2018
	81% Year: 2019
	80% Year: 2020

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

A. Disclosure of Premium

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

B. Disclosure of Federal Participation in Payment of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism

Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap on Insurer Participation in Payment of Terrorism Losses

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ASBESTOS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS AND COMPLETED OPERATIONS COVERAGE PART
OWNER AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
FARM COVERAGE PART

This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of or related in any way to asbestos, asbestos-containing materials, or asbestos-containing products.

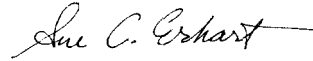
We shall not have the duty to defend any such claim or "suit."

In Witness Clause

In Witness Whereof, we have caused this Policy to be executed and attested, and, if required by state law, this Policy shall not be valid unless countersigned by our authorized representative.



President



Secretary

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PREVENTION SERVICES

This endorsement modifies insurance provided under the following:

COMMON POLICY CONDITIONS

The following is added to the **Common Policy Conditions**

G. Loss Prevention Services

At our cost, we may provide or recommend a broad range of loss prevention services designed to improve the acceptability of an insured. These services may require your co-operation to make them effective.

We provide these services based on need as indicated by the size, hazard and experience of your operation. We may elect to provide these services through another entity.

In addition to inspections and surveys, referenced in **D. Inspections and Surveys**, these services may include, but are not limited

to, safety and prevention training, consultations, safety devices, health screenings and analyses of accident causes.

We are not obligated to provide any loss prevention services and any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. are safe or healthful; or
- b. comply with laws, regulations, codes or standards.

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

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

ECONOMIC AND TRADE SANCTIONS CLAUSE

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

COMMON POLICY CONDITIONS

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

A. Cancellation

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

B. Changes

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

C. Examination of Your Books and Records

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

D. Inspections and Surveys

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

E. Premiums

The first Named Insured shown in the Declarations:

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

F. Transfer of Your Rights and Duties Under this Policy

Your rights and duties under this Policy may not be transferred without our written con-

sent except in the case of death of an individual named insured.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)**

This endorsement modifies insurance provided under the following:

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

1. The insurance does not apply:

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

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

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

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

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

territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

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

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

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

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

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

"Nuclear facility" means:

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

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

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

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CALIFORNIA CHANGES – CANCELLATION
AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

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

A. Paragraphs 2. and 3. of the Cancellation
Common Policy Condition are replaced by the
following:

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

a. 10 days before the effective date of cancellation if we cancel for:

(1) Nonpayment of premium; or

(2) Discovery of fraud by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

(1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.

(2) Discovery of fraud or material misrepresentation by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

(3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
 - (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
 - (6) A determination by the Commissioner of Insurance that the:
 - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
 - (b) Continuation of the policy coverage would:
 - (i) Place us in violation of California law or the laws of the state where we are domiciled; or
 - (ii) Threaten our solvency.
 - (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
 - b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.
- B. The following provision is added to the Cancellation Common Policy Condition:**
- 7. Residential Property**
- This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:
- Commercial Property Coverage Part
Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form
- a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in b. and c. below.
 - b. We may not cancel this policy solely because the first Named Insured has:
 - (1) Accepted an offer of earthquake coverage; or
 - (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.
 - c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction (c.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
 - (1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or
 - (2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph D. Covered Causes Of Loss – Special.

d. If a state of emergency under California Law is declared and the residential property is located in any ZIP Code within or adjacent to the fire perimeter, as determined by California Law, we may not cancel this policy for one year, beginning from the date the state of emergency is declared, solely because the dwelling or other structure is located in an area in which a wildfire has occurred. However, we may cancel:

- (1) When you have not paid the premium, at any time by letting you know at least 10 days before the date cancellation takes effect;
- (2) If willful or grossly negligent acts or omissions by the Named Insured, or his or her representatives, are discovered that materially increase any of the risks insured against; or
- (3) If there are physical changes in the property insured against, beyond the catastrophe-damaged condition of the structures and surface landscape, which result in the property becoming uninsurable.

C. The following is added and supersedes any provisions to the contrary:

Nonrenewal

1. Subject to the provisions of Paragraphs **C.2.** and **C.3.** below, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

- a. We may elect not to renew such coverage for any reason, except as provided in **b.**, **c.** and **d.** below.

b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

- (1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;
- (2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or
- (3) We have:

- (a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or

- (b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority, that included an earthquake policy premium surcharge.

- d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction (d.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
- (1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or
 - (2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph D. Covered Causes Of Loss – Special.
- e. If a state of emergency under California Law is declared and the residential property is located in any ZIP Code within or adjacent to the fire perimeter, as determined by California Law, we may not nonrenew this policy for one year, beginning from the date the state of emergency is declared, solely because the dwelling or other structure is located in an area in which a wildfire has occurred.
- However, we may nonrenew:
- (1) If willful or grossly negligent acts or omissions by the Named Insured, or his or her representatives, are discovered that materially increase any of the risks insured against;
 - (2) If losses unrelated to the postdisaster loss condition of the property have occurred that would collectively render the risk ineligible for renewal; or
 - (3) If there are physical changes in the property insured against, beyond the catastrophe-damaged condition of the structures and surface landscape, which result in the property becoming uninsurable.
3. We are not required to send notice of nonrenewal in the following situations:
- a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.
 - b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph C.1.
 - c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
 - d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
 - e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
 - f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph C.1., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

Policy No. GLP 3415666 00

**GENERAL LIABILITY COVERAGE PART
DECLARATION PAGE**

NAMED INSURED:	POLICY PERIOD: 06/06/2020 to 06/06/2021
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LIMITS OF INSURANCE:

General Aggregate Limit (Other Than Products - Completed Operations)	\$	3,000,000	
Products - Completed Operations Aggregate Limit	\$	3,000,000	
Personal and Advertising Injury Limit	\$	1,000,000	
Each Occurrence Limit	\$	1,000,000	
Damage to Premises Rented to You Limit	\$	100,000	Any One Premises
Medical Expense Limit	\$	5,000	Any One Person

FORM OF BUSINESS: CORPORATION**TOTAL ESTIMATED PREMIUM:** \$ 1,605.00**Products/Completed Operations**
\$**All Other**
\$ 1,455.00**SCHEDULE OF LOCATIONS**Location: 0001 Building: 0001
1221 ANDERSEN DRIVE
SAN RAFAEL, CA 94903

CODE NUMBER: 01217

PREMIUM BASIS: MANUAL RATED - NON-AUDIT

Classification: MEDICAL PAYMENTS COVERAGE ATHLETICS ACTIVITIES AMENDATORY
ENDORSEMENTProducts/Completed Operations
EXPOSURE:
RATE:
PREMIUM: \$0.00All Other
EXPOSURE: IF ANY
RATE:
PREMIUM: \$27.00

CODE NUMBER: 20046 PREMIUM BASIS: MANUAL RATED - NON-AUDIT
Classification: ADDITIONAL INSD -PROF-AUTOMATIC-WRITTEN-CONT

Products/Completed Operations	All Other	
EXPOSURE:	EXPOSURE:	IF ANY
RATE:	RATE:	
PREMIUM: \$0.00	PREMIUM:	\$0.00

CODE NUMBER: 99944 PREMIUM BASIS: MANUAL RATED - NON-AUDIT
Classification: DAMAGE TO PREMISES RENTED TO YOU

Products/Completed Operations	All Other	
EXPOSURE:	EXPOSURE:	IF ANY
RATE:	RATE:	
PREMIUM: \$0.00	PREMIUM:	\$75.00

CODE NUMBER: 49870 LOC: 0001 BLDG: 0001 PREMIUM BASIS: PER 1000 SQUARE FEET
Classification: YMCA, YWCA, OR SIMILAR INSTITUTIONS
PRODUCTS-COMPLETED OPERATIONS COVERAGE IS INCLUDED BUT IS
SUBJECT TO THE GENERAL AGGREGATE LIMIT NOT THE PRODUCT COMPLETED
OPERATION AGGREGATE LIMIT, IF ANY

Products/Completed Operations	All Other	
EXPOSURE:	EXPOSURE:	2,400
RATE: INCLUDED	RATE:	563.826
PREMIUM: INCLUDED	PREMIUM:	\$1,353.00

FORMS AND ENDORSEMENTS applicable to this Coverage Part and made part of this Policy at time of issue:
SEE CG 88 01 11/85

Policy No. GLP 3415666 00

**ABUSE OR MOLESTATION COVERAGE FORM
DECLARATIONS PAGE**

NAMED INSURED:	POLICY PERIOD:
	06/06/2020 to 06/06/2021

LIMITS OF INSURANCE:

Aggregate Limit \$ 300,000

Each Abuse Limit \$ 100,000

DESCRIPTION OF BUSINESS:

Form of Business CORPORATION

READ YOUR POLICY CAREFULLY, OPTIONAL COVERAGES ARE PROVIDED BY PREMIUM INSERTION.**Premium**

Abuse or Molestation Coverage

\$ 227

TOTAL ADVANCE PREMIUM \$ 227

Premium shown is payable: \$ at inception;

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

Policy No. GLP 3415666 00

**PROFESSIONAL LIABILITY COVERAGE PART
DECLARATIONS PAGE**

NAMED INSURED:	POLICY PERIOD:
	06/06/2020 to 06/06/2021

LIMITS OF INSURANCE:

Aggregate Limit \$ 3,000,000

Each Act, Error or Omission \$ 1,000,000

DESCRIPTION OF BUSINESS:

Form of Business CORPORATION

TOTAL ADVANCE PREMIUM \$ 400

Premium shown is payable: \$ at inception;

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

FORMS AND ENDORSEMENTS SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

	Form and Edition		Date Added * or Date Deleted	Form Description
1.	CG0001	04/13		COMML GENERAL LIABILITY COVERAGE
2.	CG2106	05/14		EXCLUSION-PERSONAL INFO & DATA-LIMI
3.	CG2147	12/07		EMPLOYMENT RELATED PRACTICES EXCL
4.	CG2171	01/15		LTD TERROR EXCL(O/T CERTIFIED)CAP L
5.	CG2176	01/15		EXCL OF PUN DAMAGES RELATED TO TERR
6.	CG2245	04/13		EXCL-SPECIFIED HEALTH/COSMETIC SERV
7.	CG2276	04/13		EXCL-PROF SERV-HEALTH CLUB
8.	CG2426	04/13		AMENDMENT OF INSURED CONTRACT DEFIN
9.	CG7400	07/01		GENERAL LIABILITY DEC PAGE
10.	CG8282	12/09		ABUSE & MOLESTATION
11.	CG8361	02/05		SILICA OR DUST RELATED EXCL
12.	CG8366	06/05		NUCLEAR, BIOLOGICAL, CHEMICAL EXCL
13.	CG8440	08/09		COORDINATION OF LIMITS ENDORSEMENT
14.	CG8449	08/09		DAMAGE TO PREMISES RENTED TO YOU -
15.	CG8565	01/12		ABUSE OR MOLESTATION COVERAGE FORM
16.	CG8710	08/09		PROFESSIONAL LIABILITY INSURANCE
17.	CG8711	09/07		PROFESSIONAL LIABILITY COV DEC PAGE
18.	CG8974	01/15		ADDTN INSURED PROFL AUTOMAT
19.	CG9007	12/15		MEDICAL PAYMENTS COVG ATHLETICS END
20.	CG9082	06/17		EXCLUSION - PROFESSIONAL SERVICES
21.	CG9083	06/17		ABUSE, MOL, HARASSMENT OR SEXUAL EX
22.	CG9169	02/20		MEDICAL PAYMENTS AT YOUR REQUEST

* If not at inception

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

SECTION I - COVERAGES

Coverage A - Bodily Injury and Property Damage Liability

1. Insuring Agreement

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

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

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

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

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

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

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

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

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

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

2. Exclusions

This insurance does not apply to:

a. Expected or Intended Injury

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

b. Contractual Liability

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

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

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

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

c. Liquor Liability

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

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

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

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

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

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

d. Workers' Compensation and Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

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

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

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

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that Additional Insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that Additional Insured; or
 - (iii) "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) at or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) any insured; or

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

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

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

This exclusion does not apply to:

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

h. Mobile Equipment

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

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

i. War

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

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

j. Damage to Property

"Property damage" to:

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

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

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

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

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

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

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

k. Damage to Your Product

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

l. Damage to Your Work

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

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

m. Damage to Impaired Property or Property Not Physically Injured

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

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

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

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

n. Recall of Products, Work or Impaired Property

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

(1) "your product";

(2) "your work"; or

(3) "impaired property";

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

o. Personal and Advertising Injury

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

p. Electronic Data

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

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

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

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

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

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

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

Coverage B - Personal and Advertising Injury Liability

1. Insuring Agreement

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

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

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

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

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

2. Exclusions

This insurance does not apply to:

a. Knowing Violation of Rights of Another

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

b. Material Published with Knowledge of Falsity

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

c. Material Published Prior to Policy Period

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

d. Criminal Acts

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

e. Contractual Liability

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

f. Breach of Contract

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

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

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

h. Wrong Description of Prices

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

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

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

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

j. Insureds in Media and Internet Type Businesses

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

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

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

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

k. Electronic Chat Rooms or Bulletin Boards

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

l. Unauthorized Use of Another's Name or Product

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

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

m. Pollution

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

n. Pollution-related

Any loss, cost or expense arising out of any:

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

o. War

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

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

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

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

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

Coverage C - Medical Payments

1. Insuring Agreement

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

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

provided that:

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

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

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

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

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers."

b. Hired Person

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

c. Injury on Normally Occupied Premises

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

d. Workers' Compensation and Similar Laws

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

e. Athletics Activities

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

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard."

g. Coverage A Exclusions

Excluded under Coverage A.

Supplementary Payments - Coverages A and B

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

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

These payments will not reduce the Limits of Insurance.

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

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

(1) Agrees in writing to:

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

(2) Provides us with written authorization to:

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

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

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

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

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

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

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

2. Each of the following is also an insured:

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

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

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

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

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

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

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

(2) "Property damage" to property:

(a) owned, occupied or used by;

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

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

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

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

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

(2) until your legal representative has been appointed.

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

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

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

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

SECTION III - LIMITS OF INSURANCE

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

a. insureds;

b. claims made or "suits" brought; or

c. persons or organizations making claims or bringing "suits."

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

a. medical expenses under Coverage **C**;

b. damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to paragraph 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

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

a. damages under Coverage **A**; and

b. medical expenses under Coverage **C**

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

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

7. Subject to paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

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

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

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

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

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

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

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

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

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

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

(2) notify us as soon as practicable.

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

c. You and any other involved insured must:

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

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

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

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

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

3. Legal Action Against Us

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

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

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

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

4. Other Insurance

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

a. Primary Insurance

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

b. Excess Insurance

(1) This insurance is excess over:

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

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

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

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

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

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

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

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

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

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

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

c. Method of Sharing

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

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

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

5. Premium Audit

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

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

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

6. Representations

By accepting this Policy, you agree:

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

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

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

7. Separation of Insureds

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

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

8. **Transfer of Rights of Recovery Against Others to Us**

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

9. **When We Do Not Renew**

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

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

SECTION V - DEFINITIONS

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

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

2. **"Auto"** means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) equipment designed primarily for:

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

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

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

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

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

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

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

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

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

16. "Products-completed operations hazard":

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

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

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

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

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

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

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

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

- (1) the transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

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

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

17. "Property damage" means:

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

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

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

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

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

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

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

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

21. "Your product":

a. Means:

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

(a) you;

(b) others trading under your name; or

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

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

b. Includes:

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

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

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

22. "Your work":

a. Means:

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

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

b. Includes:

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - SPECIFIED THERAPEUTIC OR COSMETIC SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Description of Operations:
ANY AND ALL THERAPEUTIC OR COSMETIC SERVICES.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

With respect to any operation shown in the Schedule, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy.

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 service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DAMAGE TO PREMISES RENTED TO YOU - INCREASED LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The Damage to Premises Rented to You limit is increased to: \$ 300 , 000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

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

Damages arising out of:

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

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

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

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

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

2. Exclusions

This insurance does not apply to:

Access or Disclosure of Confidential or Personal Information

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

"Bodily injury" to:

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

This exclusion applies:

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

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

This insurance does not apply to:

"Personal and advertising injury" to:

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

This exclusion applies:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

Fungi or Bacteria

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

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

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

2. Exclusions

This insurance does not apply to:

Fungi or Bacteria

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM PUNITIVE DAMAGES

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

B. The following definition is added:

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

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PROFESSIONAL LIABILITY EXCLUSION - HEALTH OR EXERCISE CLUBS OR
COMMERCIALLY OPERATED HEALTH OR EXERCISE FACILITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any service, treatment, advice or instruction relating to physical fitness, including services or advice in connection with diet, cardio vascular

fitness, body building or physical training programs.

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 service, treatment, advice or instruction described above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

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

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

"Insured contract" means:

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

your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

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

COORDINATION OF LIMITS ENDORSEMENT

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY INSURANCE
COMMERCIAL GENERAL LIABILITY
ABUSE OR MOLESTATION COVERAGE

1. This endorsement applies if we have issued to you an **Abuse or Molestation Coverage Form**, whether on a claims-made basis or otherwise, and either:
 - a. a **Professional Liability Insurance Coverage Form**, whether on a claims-made basis or otherwise;
 - b. a **Commercial General Liability Coverage Form**, whether on a claims-made basis or otherwise; or
 - c. both a. and b.
 2. If we have both:
 - a. either a duty to defend or a duty to indemnify any one or more insureds under the **Abuse or Molestation Coverage Form** with respect to all or any part of a claim, "claim" (if the Coverage Form defines "claim"), or "suit"; and
 - b. either a duty to defend or a duty to indemnify any one or more insureds under either:
 - (1) the **Professional Liability Insurance Coverage Form**;
 - (2) the **Commercial General Liability Coverage Form**; or
 - (3) both a. and b.;with respect to all or any part of the same claim, "claim" (if the Coverage Form defines "claim"), or "suit"then:
 - c. the applicable Limits of Insurance of the **Abuse or Molestation Coverage Form** are the only Limits of Insurance that apply to that entire claim, "claim" (if the Coverage Form defines "claim") or "suit";
 - d. no part of the Limits of Insurance of any Coverage Form described in 2.b. (1) through 2.b. (3) applies to any part of that claim, "claim" (if the Coverage Form defines "claim"), or "suit"; and
 - e. our total potential liability for that entire claim, "claim" (if the Coverage Form defines "claim"), or "suit" will not exceed the applicable Limits of Insurance of the Abuse or Molestation Coverage Form.
3. The foregoing applies regardless:
 - a. whether we learn that insurance under the **Abuse or Molestation Coverage Form** and insurance under another Coverage Form apply to the same claim, "claim" (if the Coverage Form defines "claim"), or "suit":
 - (1) when we receive initial notice of the claim, "claim" (if the Coverage Form defines "claim"), or "suit," or thereafter;
 - (2) from the initial pleadings in a "suit" or an amended pleading during discovery, at trial, during an appeal, or at any other time.
 - b. the number or kinds of:
 - (1) theories of recovery asserted in the claim or "claim" (if the Coverage Form defines "claim"), or pleaded or asserted in the "suit";
 - (2) the number or kinds of counts, causes of action, or prayers for relief pleaded or asserted in the "suit."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MEDICAL PAYMENTS COVERAGE ATHLETICS ACTIVITIES AMENDATORY ENDORSEMENT

This endorsement modifies and is subject to the insurance provided under the following form:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A. SECTION I - COVERAGES - COVERAGE C - MEDICAL PAYMENTS**, paragraph **2. Exclusions**, item **e. Athletic Activities**, is deleted and replaced with the following:

e. Athletic Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests. This exclusion does not apply if a named insured requests that we pay an injured person's medical expenses as described in **SECTION I - COVERAGES - COVERAGE C - MEDICAL PAYMENTS**, but we will pay only those expenses that are not paid by any health insurance, health coverage, no fault accident coverage, or other no fault coverage available to the injured party. The coverage available under this exception is excess over any valid and collectible insurance available to the injured party except for copays or deductibles paid directly by the injured party. In no event will the coverage provided by this exception require us to make any payment to any insurer, or pay any amounts paid by any insurer.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - PROFESSIONAL SERVICES

This endorsement modifies and is subject to the insurance provided under the following form:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following exclusion is added to paragraph 2. **Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability** and paragraph 2. **Exclusions** of **SECTION I - COVERAGE B - Personal and Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to the rendering of or failure to render any "professional service".

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 service".

2. The following is added to **SECTION V. DEFINITIONS**:

- a. **"Professional Services"** includes any service:

1. that involves specialized education, knowledge, labor, judgment, and skill, and is predominantly mental or intellectual (as opposed to physical or manual) in nature.

- b. "Professional Services" includes the following:

1. advice, guidance, or assistance;
2. counseling;
3. social work;
4. therapy;
5. daycare;
6. nursing or health care;
7. educational instruction or teaching;
8. job training, job placement, job referral, and vocational services; and
9. other services of the kind described in a., above.

- c. "Professional Services" includes the furnishing, dispensing, or administration of any prescription drug.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION OF OTHER ACTS OF TERRORISM
COMMITTED OUTSIDE THE UNITED STATES; CAP ON LOSSES
FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

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

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of an "other act of terrorism" that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the "coverage territory". However, this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000 (valued in U.S. dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:

a. Physical injury that involves a substantial risk of death; or

b. Protracted and obvious physical disfigurement; or

c. Protracted loss of or impairment of the function of a bodily member or organ; or

3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or

4. The terrorism is carried out by means of the dispersal of application of pathogenic or poisonous biological or chemical materials; or

5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

B. The following definitions are added:

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

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

a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;

b. The act resulted in damage:

(1) Within the United States (including its territories and possessions and Puerto Rico); or

(2) Outside of the United States in the case of:

(a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or

(b) The premises of any United States mission; and

c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism".

Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

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

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

2. Exclusions

This insurance does not apply to:

Silica or Related Dust

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

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

This exclusion applies regardless of:

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

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

2. Exclusions

This insurance does not apply to:

Silica or Related Dust

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

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

This exclusion applies regardless of:

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

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

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR, BIOLOGICAL, OR CHEMICAL EXCLUSION

This endorsement modifies insurance provided under the following:

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

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

2. Exclusions

Nuclear, Biological, or Chemical

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

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

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

(b) "bodily injury" or emotional distress.

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

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

(b) "bodily injury" or emotional distress.

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

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

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

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

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

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

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

2. Exclusions

Nuclear, Biological, or Chemical

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

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

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

(b) "bodily injury" or emotional distress.

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

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

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

(b) "bodily injury" or emotional distress.

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

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

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

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

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

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

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

ABUSE OR MOLESTATION COVERAGE FORM

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

Throughout this Coverage Form 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 Coverage Form. The words "we," "us" and "our" refer to the Company providing this insurance.

The word "**Insured**" means any person or organization qualifying as such under **SECTION III - WHO IS AN INSURED** of this Coverage Form.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI - DEFINITIONS** of this Coverage Form.

SECTION I - ABUSE OR MOLESTATION COVERAGE

1. Insuring Agreement

- a. We will pay those sums the Insured becomes legally obligated to pay as "damages" because of "abuse" to which this insurance applies.

We will have the right and duty to defend the Insured against any "suit" seeking those "damages." However, we will have no duty to defend the Insured against any claim or "suit" seeking "damages" because of "abuse" to which this insurance does not apply. We may, at our discretion, investigate any actual, threatened, or alleged "abuse" and settle any claim or "suit" that may result. But:

- (1) the amount we will pay for "damages" is limited as described in **SECTION IV - LIMITS OF INSURANCE** of this Coverage Form; and
- (2) our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments, or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under this Coverage Form.

- b. This insurance applies to "abuse" only if:

- (1) the "abuse" takes place in the "coverage territory";
- (2) the "abuse" takes place during the policy period; and
- (3) prior to the policy period, no insured knew the "abuse" had occurred, in whole or in part. If any insured knew, prior to the policy period, that the "abuse" had occurred, in whole or in part, then any continuation, change, or resumption of such "abuse" during or after the policy period will be deemed to have been known prior to the policy period.

- c. Any "abuse" that occurs during the policy period and was not, prior to the policy period, known by any insured to have occurred, includes any continuation, change, or resumption of that "abuse" after the end of the policy period.
- d. Any "abuse" will be deemed to have been known to have occurred at the earliest time when any insured:

- (1) reports all, or any part, of the "abuse" to us or any other insurer;

- (2) receives a written or oral demand or claim for "damages" because of the "abuse"; or
- (3) becomes aware by any other means that the "abuse" has occurred or begun to occur.

Regardless of the number of acts or omissions constituting "abuse," the period of time over which such acts or omissions occur, or the number of persons performing, participating in, or subject to such acts or omissions, all injury arising out of all "abuse" by one person, or by any two or more persons acting together or in concert, is deemed one and the same "abuse," subject to one and the same Limit of Liability.

2. Exclusions

This insurance does not apply to any:

- a. "Damages" because of any injury, loss, harm, cost, or expense, expected or intended from the standpoint of the Insured.
- b. "Damages" because of any liability arising out of any criminal or fraudulent act committed by or at the direction of the Insured.
- c. Administrative hearing, investigation, licensure proceeding, enforcement proceeding, or any similar proceeding by any federal, state, or local governmental, administrative, or regulatory agency.
- d. "Damages" because of any:
 - (1) Liability assumed by any insured under any contract or agreement.
 - (2) Insured's failure to perform or comply with any duty or requirement under a contract, express or implied warranty, or agreement.

This exclusion does not apply to liability that the Insured would have in the absence of the contract or agreement.

- e. "Damages" because of any liability by reason of:
 - (1) causing or contributing to the intoxication of any person;

- (2) furnishing 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.

- f. Obligation of any insured under a workers' compensation, disability benefits, or unemployment compensation law, or any similar law.

- g. "Damages" because of any liability to:

- (1) Any 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, including but not limited to coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, or discrimination directed at that person; or
- (2) The spouse, child, parent, brother, or sister of that person as a consequence of any employment-related practice described in (1)(a), (1)(b), or (1)(c).

This exclusion applies:

- (i) whether the Insured may be liable as an employer or in any other capacity; and
- (ii) to any obligation to share "damages" with or repay someone else who must pay "damages" to the "employee" or to the "employee's" spouse, child, parent, brother, or sister.

- h. "Damages" because of any liability to:

- (1) Any "employee" of the Insured arising out of and in the course of that "employee's":
 - (a) employment by the Insured; or

(b) performing duties related to the conduct of the Insured's business; or

- (2) The spouse, child, parent, brother, or sister of that "employee" as a consequence of paragraphs (1)(a) or (1)(b).

This exclusion applies:

- (i) whether the Insured may be liable as an employer or in any other capacity; and
 - (ii) to any obligation to share "damages" with or repay someone else who must pay "damages" to the "employee" or to the "employee's" spouse, child, parent, brother, or sister.
- i. "Damages" because of any liability of any insured to any other insured. This exclusion does not apply to "damages" for harm to one of your "volunteer workers."
- j. "Damages" because of any liability arising out of any employee benefit plan or self-insured fund, or for any amount due under any fringe benefit or retirement program.
- k. "Damages" because of any liability under the Employment Retirement Income Security Act of 1974 (as amended) or any similar federal or state law.
- l. "Damages" because of any insured's hiring, employment, or retention in employment, of any person with a prior history of committing "abuse," if any insured knew of that history either before, or at any time during, the policy period.
- m. "Damages" arising out of any insured's knowing:
- (1) concealment of,
 - (2) failure to report, or
 - (3) failure to comply with any applicable federal, state, or local law, ordinance, or regulation, requiring the reporting of,
- any "abuse."

n. "Damages" because of any:

- (1) Liability arising in whole or in part from the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, or presence of, or exposure to, any "pollutant," from any source, at any location, at any time.

- (2) Loss, cost, or expense which would not have occurred in whole or in part but for any:

(a) request, demand, or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, abate, or neutralize, or in any way respond to or assess the effects of, any "pollutant"; or

(b) claim or "suit" by or on behalf of any federal, state, or local governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, abating, or neutralizing, or in any way responding to or assessing the effects of, any "pollutant."

o. "Damages" because of any:

- (1) Liability arising in whole or in part from the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, inhalation, absorption, ingestion, or presence of, or exposure to, lead in any form, from any source, in any location, at any time.

- (2) Loss, cost, or expense which would not have occurred in whole or in part but for any:

(a) request, demand, or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, abate, or neutralize, or in any way respond to or assess the effects of, lead in any form, from any source, or

(b) claim or "suit" by or on behalf of any federal, state, or local governmental authority because of testing for, monitoring, cleaning

up, removing, containing, treating, detoxifying, abating, or neutralizing, or in any way responding to or assessing the effects of, lead in any form, from any source.

p. "Damages" because of any:

(1) Liability arising in whole or in part from the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, inhalation, absorption, ingestion, or presence of, or exposure to, asbestos in any form, from any source, in any location, at any time.

(2) Loss, cost, or expense which would not have occurred in whole or in part but for any:

(a) request, demand, or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, abate, or neutralize, or in any way respond to or assess the effects of, asbestos in any form, from any source, or

(b) claim or suit by or on behalf of any federal, state, or local governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, abating, or neutralizing, or in any way responding to or assessing the effects of, asbestos in any form, from any source.

q. "Damages" because of any:

(1) liability arising in whole or in part from the actual, alleged, or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material, or product contributed concurrently or in any sequence to such injury or damage; or

(2) loss, cost, or expense which would not have occurred in whole or in part but for any:

(a) request, demand, or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, abate, or neutralize, or in any way respond to or assess the effects of, "fungi" or bacteria in any form, from any source, or

(b) claim or suit by or on behalf of any federal, state, or local governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, abating, or neutralizing, or in any way responding to or assessing the effects of, any "fungi" or bacteria, in any form, from any source.

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

r. "Damages" because of any liability arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, "auto," or watercraft, whether or not owned or operated by, or rented or loaned to, any insured. Use includes operation and loading or unloading.

This exclusion applies even if the claim or "suit" against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that Insured, if the liability arises from the ownership, maintenance, use, or entrustment to others of any aircraft, "auto," or watercraft, whether or not owned or operated by, or rented or loaned to, any insured.

s. "Damages" because of any insured's liability to any:

(1) company, corporation, or other organization, or

- (2) shareholder, owner, or creditor of any company, corporation, or other organization,

of which that Insured is a director or officer, if such liability arises directly or indirectly out of any act, error, or omission by that Insured, committed in that Insured's capacity as a director or officer of that company, corporation, or other organization. This exclusion applies regardless of whether or not the act, error, or omission was performed by or on behalf of the Named Insured.

- t. "Damages" because of any liability arising directly or indirectly out of:

- (1) service by any insured for or as a member of any board or committee of any organization other than the Named Insured. This includes, but is not limited to, any board or committee relating to peer review, credentialing, quality assurance, utilization review, professional discipline, risk management, patient or client grievances, staff grievances, or professional education; or

- (2) the activities of any insured as a proprietor, superintendent, officer, director, shareholder, manager, or employee of any organization other than the Named Insured; or

- (3) any insured's capacity as a fiduciary, trustee, legal representative, guardian, banker, creditor, tax preparer, or lender.

- u. "Damages" because of any liability arising out of any failure to integrate, segregate, or desegregate:

- (1) enrollment;
- (2) participation in educational or non-educational activities;
- (3) busing or other transportation; or
- (4) the provision or receipt of any service, accommodation, or benefit;

on the basis of race, religion, sex, age, ethnic background, national origin, physical or mental disability, sexual orientation, or any other basis prohibited by applicable law.

- v. "Damages" because of any liability arising out of any discrimination, or failure to discriminate, on account of race, religion, sex, age, ethnic background, national origin, physical or mental disability, or sexual orientation, or arising out of any actual, threatened, or alleged violation of any local, state, or federal civil rights law, regulation, or ordinance.

- w. Civil or criminal fine or penalty, and any loss, cost, or expense paid or incurred in defending against any such fine or penalty.

- x. "Damages" arising out of the following professional services: legal, accounting, financial, appraisal, architectural, or engineering services.

SECTION II - SUPPLEMENTARY PAYMENTS

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

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$250 a day because of time off from work.
4. All court costs taxed against the Insured in the "suit." However, these payments do not include attorneys' fees or attorneys' expenses taxed against the Insured.
5. Prejudgment interest awarded against the Insured on that part of a judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

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

These payments will not reduce the Limits of Insurance.

SECTION III - WHO IS AN INSURED

1. Subject to 4., below, if you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture, or limited liability company, you are an insured. Your "executive officers," board members and directors are also 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 your stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Subject to 4., below, each of the following is also an insured:
 - a. If you are a religious or educational institution:
 - (1) your elders, deacons, vestrymen, councilmen, clergy, and teachers;
 - (2) members of your Board of Trustees, Board of Governors, or other governing body created by your charter, constitution, by-laws, or other similar governing document, but only while acting within the scope of their duties as such; and
 - (3) any subsidiary organization that is controlled by the Named Insured. A subsidiary organization is controlled by the Named Insured if the Named Insured owns a majority of the voting shares of that organization.
3. Subject to 4., below, your "employees," other than those already described in 1. or 2., above, are also insureds, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. Your "volunteer workers" are insureds, but only while performing duties related to the conduct of your business with your knowledge and consent.
4. However:
 - a. No "employee," "volunteer worker," director, "executive officer," officer, or other person is an insured for any liability:
 - (1) to you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to any of your directors, "executive officers," officers, "employees," or "volunteer workers";
 - (2) to the spouse, child, parent, brother, sister, or next of kin of any person in connection with or as a consequence of 4.a.(1); or
 - (3) for which there is any obligation to share damages with or repay someone else who must pay damages, as a consequence of 4.a.(1) or (2).
 - b. No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, religious or educational institution, or other organization that is not shown as a named insured in the Declarations.

c. If we designate a person, an organization, or a class of persons or organizations, as an additional insured under this Coverage Form, then that designation does not include any "employee," "volunteer worker," "executive officer," officer, director, agent, representative, subsidiary, or affiliate of that additional insured. No such "employee," "volunteer worker," "executive officer," officer, director, agent, representative, subsidiary, or affiliate of an additional insured is an insured under this Coverage Form unless expressly designated as an insured in an endorsement we issue.

d. No person or organization is an insured as respects any "abuse" that person or organization is proved to have knowingly:

(1) committed, participated in, aided, assisted;

(2) concealed; or

(3) attempted to do (1) or (2).

For purposes of this provision, a person or organization is proved to have knowingly committed conduct described in d.(1), (2), or (3) if that person or organization:

(a) admits to having done so; or

(b) is found to have done so by a final judgment in a criminal or civil proceeding, including but not limited to a "suit" to which this insurance applies.

Upon the happening of either (a) or (b), that person or organization is not an insured, even if that person or organization was an insured before the happening of (a) or (b). An unproven allegation made in a claim or "suit" is not, by itself, sufficient to prove that a person or organization knowingly committed conduct described in d.(1), (2), or (3).

SECTION IV - 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. coverage parts or insuring agreements in this Policy

2. The Aggregate Limit shown in the Abuse or Molestation Coverage Part Declarations is the most we will pay for the sum of all "damages" under this Abuse or Molestation Coverage Part.

3. Subject to 2., the Each Abuse Limit is the most we will pay for the sum of all "damages" because of all injury arising out of all "abuse" by any one person or organization, or by any two or more persons or organizations acting together or in concert, regardless of the number of insureds, claims, "suits," or claimants.

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

SECTION V - CONDITIONS

1. Bankruptcy

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

2. Duties in the Event of Abuse, Claim or Suit

a. You must see to it that we are notified as soon as practicable of any actual, threatened, or alleged "abuse" which may result in a claim or "suit." To the extent possible, notice should include:

(1) how, when, and where the "abuse" took place;

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

(3) the nature and location of any injury or damage.

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

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

(2) notify us as soon as practicable.

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

c. You and any other involved insured must:

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

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

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

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

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

3. Legal Action Against Us

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

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

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

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not

be liable for "damages" that are not payable under the terms of this Coverage Part or that are in excess of the applicable Limits of Insurance. An agreed settlement means a settlement and release of liability signed by us, the Insured and the claimant or the claimant's legal representative.

4. Other Insurance

a. If other insurance is available to the Insured for a loss we cover under this Abuse or Molestation Coverage Part, our obligations are limited as follows:

(1) This insurance applies only in excess of, and does not contribute with, the sum of the applicable limits of any and all such other insurance, whether that other insurance:

(a) is valid or not;

(b) is collectible or not; or

(c) describes itself as primary, excess, contingent, contributing, or otherwise.

However, this provision a.(1) does not apply to other insurance that is issued expressly to apply only in excess of the applicable Limit of Insurance of this insurance.

b. If any insurer affording such other insurance refuses to defend the Insured under that other insurance, we will defend the Insured as though that other insurance were not available. If we defend, we are subrogated to all of the Insured's rights under such other insurance. The Insured must do all things necessary to help us enforce such rights.

c. If the Coordination of Limits Endorsement is attached to this **Abuse or Molestation Coverage Form**, and both:

(1) this **Abuse or Molestation Coverage Form**; and

(2) any other coverage form, coverage part, or policy issued by us, or by a company affiliated with us,

apply, in whole or in part, to the same claim, "suit," "abuse," or "damages," then this **Abuse or Molestation Coverage Form** and all such other coverage forms, coverage parts, or policies described in (2) are all subject to the Coordination of Limits Endorsement.

5. Representations

By accepting this Policy, you agree:

- a. the statements in the Abuse and Molestation Application are accurate and complete;
- b. those statements are representations you made to us; and
- c. we have issued this Policy in reliance upon your representations.

6. Separation of Insureds

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

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

7. Transfer of Rights of Recovery Against Others to Us

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

8. When We Do not Renew

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

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

SECTION VI - DEFINITIONS

1. "Abuse" means:

- a. any actual, threatened, or alleged act, error, omission, conduct, or misconduct, that a claim or "suit" alleges to be, or to constitute, any form of abuse (including, but not limited to, elder abuse, child abuse, patient abuse, or abuse of a dependent person) under any applicable state or federal statute or regulation; and

- b. any actual, threatened, or alleged act, error, omission, conduct, or misconduct, of one or more of the following kinds:

(1) sexual behavior, sexual conduct or misconduct, sexual assault, sexual battery, sexual abuse, or sexual molestation, of or directed at a person;

(2) non-sexual assault, non-sexual battery, or non-sexual abuse, of or directed at a person; and

(3) any:

(i) employment;

(ii) investigation;

(iii) supervision;

(iv) reporting to proper authorities, or failure to so report; or

(v) retention in employment;

of any person committing conduct or misconduct described in **b.(1)** or **b.(2)**; or

(vi) referral of a patient, student, parishioner, client, or person, to any other person whose conduct or misconduct is described in **a.**, **b.(1)**, or **b.(2)**.

Conduct or misconduct described in **b.(1)** through **b.(3)** constitutes "abuse" within the meaning of this definition regardless of whether or not it is alleged to be neg-

ligent, reckless, knowing, intentional, fraudulent, oppressive, malicious, or otherwise.

2. **"Auto"** means a land motor vehicle, mobile equipment, trailer, or semi trailer, including any attached or towed machinery or equipment.

3. **"Coverage territory"** means:

a. the United States of America (including its territories and possessions), Puerto Rico and Canada;

b. international waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in paragraph a. above.

c. all parts of the world if:

(1) the injury or damages arise out of the activities of a person whose home is in the territory described in paragraph a. above, but is away for a short time on your business; and

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

4. **"Damages"** means money damages awarded to compensate for harm, except those as to which applicable law prohibits liability insurance. "Damages" does not include the cost of complying with injunctive relief, declaratory relief, or other equitable actions; fines, penalties, punitive damages, exemplary damages, or any multiplied or enhanced damages; fees, deposits, or commissions; charges for goods or services, or the return, disgorgement, or reimbursement of such charges; or awards of attorneys' fees, attorneys' expenses, or other costs of making a claim or bringing a "suit."

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. **"Fungi"** means any type or form of fungus, including mold or mildew and any mycotoxin, spore, scent, or byproduct produced or released by any fungus or by the death or decay of any fungus.

8. **"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."

9. **"Pollutant"** means 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.

10. **"Suit"** means a civil proceeding in which "damages" to which this coverage applies are alleged. "Suit" 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 must submit or do submit with our consent.

"Suit" does not include any administrative hearing, investigation, licensure proceeding, enforcement proceeding, or any similar proceeding by any federal, state, or local governmental, administrative, or regulatory agency.

11. **"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.

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

PROFESSIONAL LIABILITY INSURANCE

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

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

The word "insured" means any person or organization qualifying as such under **SECTION III - WHO IS AN INSURED** of this Coverage Part.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI - DEFINITIONS** of this Coverage Part.

SECTION I - PROFESSIONAL LIABILITY COVERAGE**1. Insuring Agreement**

- a. We will pay those sums the Insured becomes legally obligated to pay as "damages" because of any act, error, or omission committed by:

- (1) an insured in the rendering of or failure to render "Professional Services"; or
- (2) another person or organization for whom the Named Insured is vicariously liable, in the course of that person's or organization's rendering of or failure to render "Professional Services" for or on behalf of the Named Insured;

as part of the Named Insured's operations as a social service, human service, religious, educational, or cultural organization.

We will have the right and duty to defend the Insured against any "suit" seeking those "damages." However, we will have no duty to defend the Insured against any "suit" seeking "damages" for any act, error, or omission to which this insurance does not apply. We may, at our discretion, investigate and settle any claim or "suit" that may result. But:

- (a) the amount we will pay for "damages" is limited as described in **SECTION IV - LIMITS OF INSURANCE** of this Coverage Part; and

- (b) our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SECTION II - SUPPLEMENTARY PAYMENTS** of this Coverage Part.

- b. This insurance applies to the "damages" described in 1.a., above, only if:

- (1) the act, error, or omission takes place in the "coverage territory,"
- (2) the act, error, or omission takes place during the policy period, and
- (3) prior to the policy period, no insured knew that the act, error, or omission had occurred, in whole or in part. If any insured knew, prior to the policy period, that the act, error, or omission had occurred, in whole or in part, then any continuation, change, or resumption of such act, error, or omission during or after the policy period will be deemed to have been known prior to the policy period.

c. Any act, error, or omission that occurs during the policy period and was not, prior to the policy period, known by any insured to have occurred, includes any continuation, change or resumption of that act, error, or omission after the end of the policy period.

d. Any act, error, or omission will be deemed to have been known to have occurred at the earliest time when any insured:

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

2. Exclusions

This insurance does not apply to any:

a. "Damages" because of any liability for any injury, loss, harm, cost, or expense, expected or intended from the standpoint of the Insured.

b. "Damages" because of any liability arising out of any criminal or fraudulent act committed by or at the direction of the Insured. This exclusion applies regardless of:

- (1) whether or not the criminal or fraudulent act constitutes a felony, misdemeanor, violation, or any other particular type, grade, or level of offense; and
- (2) whether or not the Insured is prosecuted for, pleads guilty to, or is convicted of, any offense.

c. Administrative hearing, investigation, licensure proceeding, enforcement proceeding, or any similar proceeding by any federal, state, or local governmental, administrative, or regulatory agency.

d. "Damages" because of any:

- (1) Liability assumed by any insured under any contract or agreement.

(2) Insured's failure to perform or comply with any duty or requirement under a contract, express or implied warranty, or agreement.

This exclusion does not apply to liability that the Insured would have in the absence of the contract or agreement.

e. "Damages" because of any liability by reason of:

- (1) causing or contributing to the intoxication of any person;
- (2) furnishing 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.

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

g. "Damages" because of any liability to:

(1) any 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, including but not limited to coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, or discrimination directed at that person; or

(2) the spouse, child, parent, brother, or sister of that person as a consequence of any employment-related practice described in (1)(a), (1)(b), or (1)(c).

This exclusion applies:

- (i) whether the injury-causing event described in paragraphs (1)(a), (1)(b) or (1)(c) above occurs before employment, during employment or after employment of that person;

- (ii) whether the Insured may be liable as an employer or in any other capacity; and
- (iii) to any obligation to share "damages" with or repay someone else who must pay "damages" to the "employee" or to the "employee's" spouse, child, parent, brother, or sister.

h. "Damages" because of any liability to:

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

This exclusion applies:

- (i) whether the Insured may be liable as an employer or in any other capacity; and
 - (ii) to any obligation to share "damages" with or repay someone else who must pay "damages" to the "employee" or to the "employee's" spouse, child, parent, brother, or sister.
- i. "Damages" because of any liability of any insured to any other insured. This exclusion does not apply to "damages" for harm to one of your "volunteer workers."**
- j. "Damages" because of any liability arising out of any employee benefit plan or self-insured fund, or for any amount due under any fringe benefit or retirement program.**
- k. "Damages" because of any liability under the Employment Retirement Income Security Act of 1974 (as amended) or any similar federal or state law.**
- l. "Damages" because of any:**
- (1) Liability arising in whole or in part from the actual, alleged, or threatened discharge, dispersal, seepage, migra-

tion, release, escape, or presence of, or exposure to, any "pollutant," from any source, at any location, at any time.

- (2) Loss, cost, or expense which would not have occurred in whole or in part but for any:

- (a) request, demand, or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, abate, or neutralize, or in any way respond to or assess the effects of, any "pollutant"; or
- (b) claim or "suit" by or on behalf of any federal, state, or local governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, abating, or neutralizing, or in any way responding to or assessing the effects of, any "pollutant."

m. "Damages" because of any:

- (1) Liability arising in whole or in part from the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, inhalation, absorption, ingestion, or presence of, or exposure to, lead in any form, from any source, in any location, at any time.
- (2) Loss, cost, or expense which would not have occurred in whole or in part but for any:
 - (a) request, demand, or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, abate, or neutralize, or in any way respond to or assess the effects of, lead in any form, from any source, or
 - (b) claim or "suit" by or on behalf of any federal, state, or local governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, abating, or neutralizing, or in any way responding to or assessing the effects of, lead in any form, from any source.

n. "Damages" because of any:

- (1)** Liability arising in whole or in part from the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, inhalation, absorption, ingestion, or presence of, or exposure to, asbestos in any form, from any source, in any location, at any time.
- (2)** Loss, cost, or expense which would not have occurred in whole or in part but for any:

- (a)** request, demand, or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, abate, or neutralize, or in any way respond to or assess the effects of, asbestos in any form, from any source; or

- (b)** claim or suit by or on behalf of any federal, state, or local governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, abating, or neutralizing, or in any way responding to or assessing the effects of, asbestos in any form, from any source.

o. "Damages" because of any:

- (1)** liability arising in whole or in part from the actual, alleged, or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material, or product contributed concurrently or in any sequence to such injury or damage; or
- (2)** loss, cost, or expense which would not have occurred in whole or part but for any:

- (a)** request, demand, or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, abate, or neutralize, or in any way respond

to or assess the effects of, "fungi" or bacteria in any form, from any source; or

- (b)** claim or suit by or on behalf of any federal, state, or local governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, abating, or neutralizing, or in any way responding to or assessing the effects of, any "fungi" or bacteria, in any form, from any source.

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

- p. "Damages" because of any liability arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, "auto," or watercraft, whether or not owned or operated by, or rented or loaned to, any insured. Use includes operation and loading or unloading.**

This exclusion applies even if the claim or "suit" against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that Insured, if the liability arises from the ownership, maintenance, use, or entrustment to others of any aircraft, "auto," or watercraft, whether or not owned or operated by, or rented or loaned to, any insured.

- q. "Damages" because of any insured's liability to:**

- (1)** any company, corporation, or other organization, or

- (2)** any shareholder, owner, or creditor of any company, corporation, or other organization,

of which that Insured is a director or officer, if such liability arises directly or indirectly out of any act, error, or omission by any insured, committed in that Insured's capacity as a director or officer of that company, corporation, or other organization. This exclusion applies regardless of

whether or not the act, error, or omission was performed by or on behalf of the Named Insured.

r. "Damages" because of any liability arising directly or indirectly out of:

- (1) service by any insured for or as a member of any board or committee of any organization. This includes, but is not limited to, any board or committee relating to peer review, credentialing, quality assurance, utilization review, professional discipline, risk management, patient or client grievances, staff grievances, or professional education; or
- (2) the activities of any insured as a proprietor, superintendent, officer, director, shareholder, manager, or employee of any organization other than the Named Insured; or
- (3) any insured's capacity as a fiduciary, trustee, legal representative, guardian, banker, creditor, tax preparer, or lender.

s. "Damages" because of any liability arising out of "Abuse."

t. "Damages" because of any liability arising out of any failure to integrate, segregate, or desegregate:

- (1) student enrollment;
- (2) student participation in educational or extracurricular activities;
- (3) busing or other transportation of students; or
- (4) the provision or receipt of any service, accommodation, or benefit;

on the basis of race, religion, sex, age, ethnic background, national origin, physical or mental disability, sexual orientation, or any other basis prohibited by applicable law.

u. "Damages" because of any liability arising out of any discrimination, or failure to discriminate, on account of race, religion, sex, age, ethnic background, national origin, physical or mental disability, or sexual orientation, or arising out of any actual,

threatened, or alleged violation of any local, state, or federal civil rights law, regulation, or ordinance.

SECTION II - SUPPLEMENTARY PAYMENTS

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

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$250 a day because of time off from work.
4. All court costs taxed against the Insured in the "suit." However, these payments do not include attorneys' fees or attorneys' expenses taxed against the Insured.
5. Prejudgment interest awarded against the Insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

These payments will not reduce the applicable Limits of Insurance.

SECTION III - WHO IS AN INSURED

1. If you are designated in the Declarations as:

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

your business. Your managers are insureds, but only with respect to their duties as your managers.

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

2. Each of the following is also an insured:

- a. Your "employees," other than either your "executive officers" (if you are an organization other than a partnership, joint venture, or limited liability company) or your managers (if you are a limited liability company), but only while performing duties as such for the Named Insured.
- b. Your "volunteer workers," but only while performing duties related to the conduct of your business.

However, no "employee" or "volunteer worker" is an insured for any liability:

- (1) to you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to any of your "employees" while they are in the course of their employment or performing duties relating to the conduct of your business, or to any of your "volunteer workers" while they are performing duties relating to the conduct of your business;
- (2) to the spouse, child, parent, brother, or sister of any "employee" or "volunteer worker" as a consequence of (1), above;
- (3) for which there is any obligation to share damages or repay someone else who must pay damages because of a liability described in (1) or (2), above.

No person or organization is an insured with respect to the conduct of any current or past part-

nership, joint venture, or limited liability company that is not shown as a named insured in the Declarations.

SECTION IV - 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. coverage parts or insuring agreements in this Policy.
2. Subject to subparagraph c. of **SECTION V - CONDITIONS, 4. Other Insurance**, the Aggregate Limit shown in the **Professional Liability Coverage Part Declarations** is the most we will pay for the sum of all "damages" under this **Professional Liability Coverage Part**.
3. Subject to **SECTION V - CONDITIONS, 4. Other Insurance**, the Each Act, Error, or Omission Limit shown in the **Professional Liability Coverage Part Declarations** is the most we will pay for the sum of all damages in connection with the same act, error, or omission, or in connection with the same group or series of similar or interrelated acts, errors, or omissions, regardless of the number of insureds, claims, "suits," or claimants.

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

SECTION V - CONDITIONS

1. Bankruptcy

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

2. Duties in the Event of an Act, Error, Omission, Claim or "Suit"

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

- (1) how, when, and where the act, error, or omission took place;
- (2) the names and addresses of injured persons and witnesses;
- (3) the nature and location of any injury or damage.

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

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

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

- c. You and any other involved insured must:

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

- d. No insured will, except at their own cost, voluntarily make any payment, assume any obligation, or incur any expense without our consent.

3. Legal Action Against Us

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

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

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

4. Other Insurance

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

a. Primary Insurance

This insurance is primary. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.**, below.

b. Method of Sharing

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

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

c. Two or More Coverage Parts, Coverage Forms, or Policies Issued by Us

If this **Professional Liability Coverage Part** and any other coverage form, coverage part, or policy issued by us or by any company affiliated with us both apply, in whole or in part, to the same claim, "suit," loss, act, error, omission, or "damages," then no two or more of their applicable Limits of Insurance may be combined to apply to that claim, "suit," loss, act, error, omission, or those "damages." Instead, the applicable Limit of Insurance of all such coverage parts, coverage forms, or policies, taken together, shall not exceed the highest applicable Limit of Insurance under any one such coverage part, coverage form, or policy. This condition does not apply to any coverage part, coverage form, or policy issued by us or an affiliated company specifically to apply only as excess insurance over this Coverage Part.

5. Representations

By accepting this Policy, you agree:

- a. the statements in the Declarations are correct and complete;
- b. those statements are based upon representations you made to us; and
- c. we have issued this Policy in reliance upon your representations.

6. Separation of Insureds

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

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

7. Transfer of Rights of Recovery Against Others to Us

If the Insured has rights to recover all or part of any payment we have made under this **Professional Liability Coverage Part**, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our

request, the Insured will bring "suit" or transfer those rights to us and help us enforce them.

8. When We Do Not Renew

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

SECTION VI - DEFINITIONS

The following terms used in this **Professional Liability Insurance Coverage** have the following meanings.

1. "Abuse" includes:

- a. any actual, threatened, or alleged act, error, omission, conduct, or misconduct, that a claim or "suit" alleges to be, or to constitute, any form of abuse (including, but not limited to, elder abuse, child abuse, patient abuse, or abuse of a dependent person) under any applicable state or federal statute or regulation; and
- b. any actual, threatened, or alleged act, error, omission, conduct, or misconduct, of one or more of the following kinds:

(1) sexual behavior, sexual conduct or misconduct, sexual assault, sexual battery, sexual abuse, or sexual molestation, of or directed at a person;

(2) non-sexual assault, non-sexual battery, or non-sexual abuse, of or directed at a person; and

(3) any:

(i) employment;

(ii) investigation;

(iii) supervision;

(iv) reporting to proper authorities, or failure to so report; or

(v) retention in employment;

of any person actually or allegedly committing, or who has actually or allegedly committed, any conduct or misconduct of a kind described in **b.(1)** or **b.(2)**.

(vi) referral of a patient, student, parishioner, client, or person, to any other person whose conduct or misconduct is described in **a.**, **b.(1)**, or **b.(2)**.

Any conduct or misconduct of a kind described in **b.(1)** through **b.(3)** constitutes "abuse" within the meaning of this definition regardless of whether or not it is alleged to be negligent, reckless, knowing, intentional, fraudulent, oppressive, malicious, or otherwise.

(2) "Auto" means a land motor vehicle, mobile equipment, trailer, or semi trailer, including any attached or towed machinery or equipment.

3. "**Coverage territory**" means:

- a. the United States of America (including its territories and possessions), Puerto Rico, and Canada;
- b. all other parts of the world if the "damages" arise out of the activities of a person whose home is in the territory described in **a.**, above, but who is away for a short time on your business;

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

4. "**Damages**" means money damages awarded to compensate for harm, except those as to which applicable law prohibits liability insurance. "Damages" does not include the cost of complying with injunctive relief, declaratory relief, or other equitable actions; fines, penalties, punitive damages, exemplary damages, or any multiplied or enhanced damages; fees, deposits, or commissions; charges for goods or services, or the return, disgorgement, or reimbursement of such charges; or awards of attorneys' fees, attorneys' expenses, or other costs of making a claim or bringing a "suit."

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. "**Fungi**" means any type or form of fungus, including mold or mildew and any mycotoxin, spore, scent, or by-product produced or released by any fungus or by the death or decay of any fungus.

8. "**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."

9. "**Pollutant**" means 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.

10. a. "**Professional Services**" includes any service:

1. that involves specialized education, knowledge, labor, judgment, and skill, and is predominantly mental or intellectual (as opposed to physical or manual) in nature; and

2. is provided as part of the Named Insured's operations as a social service, human service, religious, educational, or cultural organization, and

3. is not provided by any one or more of the persons listed in **d.**, below.

b. "Professional Services" includes the following:

1. advice, guidance, or assistance;

2. counseling;

3. social work;

4. therapy;

5. daycare;

6. nursing or health care;
 7. educational instruction or teaching;
 8. job training, job placement, job referral, and vocational services; and
 9. other services of the kind described in a., above, provided as part of the Named Insured's operations as a social service, human service, religious, educational, or cultural organization.
- c. "Professional Services" includes the furnishing, dispensing, or administration of any prescription or non-prescription drug at the direction of a physician as part of the Named Insured's operation as a social service, human service, religious, educational, or cultural organization.
- d. Subject to c., above, no service performed by a member of any profession listed in d.1. through d.11., below, constitutes a "Professional Service" within the meaning of this Coverage Part; however, this does not apply to any purely administrative or supervisory service that does not involve or require the skill or learning of such a profession, but is performed by a person who is a member of such a profession:
1. physician, physician assistant, or psychiatrist;
 2. accountant;
 3. lawyer;
 4. architect or engineer;
 5. real estate or investment manager;
 6. dentist or dental hygienist;
 7. acupuncturist;
 8. nurse anesthetist, nurse practitioner, or nurse midwife;
 9. x-ray therapist or radiologist;
 10. podiatrist, chiropractor, or optometrist; or
 11. veterinarian.
11. **"Suit"** means a civil proceeding in which "damages" to which this insurance applies are alleged. "Suit" includes:
- a. an arbitration proceeding in which such "damages" are claimed and to which the Insured must submit or does submit with our consent; or
 - b. any other alternative dispute resolution proceeding in which such "damages" are claimed, and to which the Insured submits with our consent.
- "Suit" does not include any administrative hearing, investigation, licensure proceeding, enforcement proceeding, or any similar proceeding by any federal, state, or local governmental, administrative, or regulatory agency.
12. **"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.
13. **"Volunteer worker"** means a person who is not your "employee," and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary, or other compensation by you or anyone else for their work performed for you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - PROFESSIONAL LIABILITY- AUTOMATIC
STATUS FOR OTHER PARTIES WHEN REQUIRED IN
WRITTEN AGREEMENT**

This Endorsement modifies and is subject to the insurance provided under the following form:

PROFESSIONAL LIABILITY INSURANCE
PROFESSIONAL LIABILITY INSURANCE CLAIMS-MADE

A. SECTION III - WHO IS AN INSURED is amended to include as an Additional Insured:

1. any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an Additional Insured on your policy; and
2. any other person or organization you are required to add as an Additional Insured under the contract or agreement described in paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to "damages" caused, in whole or in part, by any act, error, or omission in the rendering of or failure to render "Professional Services" to which this insurance applies.

However, the insurance afforded to such Additional Insured described above:

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

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to "damages."

- B.** With respect to the insurance afforded to these Additional Insureds, the following is added to **Limits of Insurance**:

The most we will pay on behalf of the Additional Insured is the amount of insurance:

- A.** required by the contract or agreement described in paragraph **A.1.**;
- B.** 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.

C. The following is added to Condition 2. **Duties in the Event of an Act, Error, Omission, Claim or "Suit"**:

An Additional Insured under this endorsement will as soon as practicable:

- a. give written notice of an act, error, or omission in the rendering or failure to render a "Professional Service" that may result in a claim or "suit" under this insurance to us;
- b. tender the defense and indemnity of any claim or "suit" to all insurers who also have insurance available to the Additional Insured; and
- c. agree to make available any other insurance which the Additional Insured has for a loss we cover under this Coverage Part.

- d. we have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" by the Additional Insured.

D. Primary and Non-Contributory

This provision applies to any person or organization who qualifies as an additional insured under this endorsement under this policy.

Under **CONDITIONS**, the following is added to paragraph **4. Other Insurance**:

If you have agreed in a written contract or written agreement to provide the Additional Insured coverage on a primary and non-contributory basis, this policy shall be primary and we will not seek contribution from the Additional Insured's policy for damages we cover.

When a written contract or written agreement between you and an Additional Insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the Additional Insured is designated as a named insured.

Regardless of the written agreement between you and an Additional Insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other ba-

sis for which the Additional Insured has been added as an Additional Insured on other policies.

E. Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)

Under **CONDITIONS**, the following is added to paragraph **7. Transfer of Rights of Recovery Against Others to Us**:

If required by a written contract or written agreement, we waive any right of recovery we may have against a person or organization because of payment we make for "damages" arising out of your operations under a contract for that person or organization regarding any act, error, or omission in the rendering of or failure to render "Professional Services" provided that the damage occurs subsequent to the execution of the written contract or written agreement.

F. SECTION I - PROFESSIONAL LIABILITY COVERAGE, 2. Exclusions, paragraph i. is replaced by the following:

"Damages" because of any liability of any insured to any other insured. This exclusion does not apply to "damages" for harm to one of your "volunteer workers." In addition, this exclusion does not apply to any person or organization that qualifies as an Additional Insured under this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ABUSE, MOLESTATION, HARASSMENT OR SEXUAL CONDUCT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to the Exclusions section of the policy:

This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:

- (a) the actual, threatened or alleged "abuse", molestation, harassment or sexual conduct by anyone of any person; or
- (b) the negligent:
 - (i) employment;
 - (ii) investigation;
 - (iii) supervision;
 - (iv) reporting to the proper authorities,
 - (v) or failure to so report;
 - (vi) retention; or
 - (vii) referral

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

For the purpose of this endorsement:

"Abuse" means:

- a. any actual, threatened, or alleged act, error, omission, conduct, or misconduct, that a claim or "suit" alleges to be, or to constitute, any form of abuse (including, but not limited to, elder abuse, child abuse, patient abuse, or abuse of a dependent person) under any applicable state or federal statute or regulation; and
- b. any actual, threatened, or alleged act, error, omission, conduct, or misconduct, of one or more of the following kinds:
 - (1) sexual behavior, sexual conduct or misconduct, sexual assault, sexual battery, sexual abuse, or sexual molestation, of or directed at a person;

- (2) non-sexual assault, non-sexual battery, or non-sexual abuse, of or directed at a person; and
- (3) any:
 - (i) employment;
 - (ii) investigation;
 - (iii) supervision;
 - (iv) reporting to proper authorities, or failure to so report; or
 - (v) retention in employment;of any person committing conduct or misconduct described in **b.(1)** or **b.(2)**; or
- (vi) referral of a patient, student, parishioner, client, or person, to any other person whose conduct or misconduct is described in **a.**, **b.(1)**, or **b.(2)**.

Conduct or misconduct described in **b.(1)** through **b.(3)** constitutes "abuse" within the meaning of this definition regardless of whether or not it is alleged to be negligent, reckless, knowing, intentional, fraudulent, oppressive, malicious, or otherwise.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MEDICAL PAYMENTS AT YOUR REQUEST ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to **SECTION I – COVERAGES - COVERAGE C - MEDICAL PAYMENTS**:

If medical payments are covered and not otherwise excluded under the policy, medical payments will be paid only if you request that we pay such expenses.

All other terms and conditions of the policy remain unchanged.