



# The Cincinnati Insurance Company

A Stock Insurance Company

**Headquarters:** 6200 S. Gilmore Road, Fairfield, OH 45014-5141

**Mailing address:** P.O. Box 145496, Cincinnati, OH 45250-5496

**www.cinfin.com** ■ 513-870-2000

## COMMON POLICY DECLARATIONS

Billing Method: AGENCY BILL

POLICY NUMBER ETN 059 94 02

**NAMED INSURED** HAND MADE ARTISANS RISK PURCHASING GROUP LLC EACH "CERTIFICATE HOLDER"

**ADDRESS** 9000 CANVAS PKWY APT 109  
(Number & Street, BRECKSVILLE, OH 44141-3397  
Town, County,  
State & Zip Code)

**Previous Policy Number:**

ETN0599402

**Policy Period:** At 12:01 A.M., STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

**All coverages except Automobile and / or Garage**

Policy number: ETN 059 94 02 FROM: 03-01-2024 TO: 03-01-2027

**Automobile and / or Garage**

Policy number: FROM: TO:

Agency LUCE, SMITH & SCOTT, INC. 34-700

City BRECKSVILLE, OH

**Legal Entity / Business Description**

LIMITED LIABILITY COMPANY

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

FORMS APPLICABLE TO ALL COVERAGE PARTS:

IA102A	09/08	SUMMARY OF PREMIUMS CHARGED
R4IA402OH	06/15	RISK PURCHASING GROUP COMMON POLICY CONDITIONS - OHIO
IA4513	06/20	CERTIFIED ACTS AND OTHER ACTS OF TERRORISM EXCLUSION ADVISORY NOTICE TO POLICYHOLDERS
IA4521	03/20	NOTICE OF PRIVACY PRACTICES
IP446	08/01	NOTICE TO POLICYHOLDERS
IA319	01/15	EXCLUSION OF CERTIFIED ACTS AND OTHER ACTS OF TERRORISM
IA325	01/23	WAR EXCLUSION
IA4121OH	08/21	OHIO CHANGES - CANCELLATION AND NONRENEWAL
IA4226	03/02	NOTICE TO POLICY HOLDERS FUNGI OR BACTERIA EXCLUSION ENDORSEMENTS
IA4338	05/11	SIGNATURE ENDORSEMENT
IL0021	09/08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IA4087	09/17	CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO A DESIGNATED ENTITY
GA532	07/88	COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Countersigned \_\_\_\_\_ (Date) By \_\_\_\_\_ (Authorized Representative)



# RISK PURCHASING GROUP COMMON POLICY CONDITIONS - OHIO

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

The **COMMON POLICY DECLARATIONS** and any other form which contains the word 'Declarations' in the form's heading are separately and collectively referred to as the Declarations. The Declarations page(s) together with the Coverage Form(s), the Certificate of Coverage and any accompanying endorsements shall constitute the Policy and the contract between the First Named Insured and The Cincinnati Insurance Company.

Throughout this Policy "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such within the individual Coverage Parts.

The words 'First Named Insured' refer to that individual or entity listed first in the Named Insured section of the Declarations.

Other words and phrases that appear in quotation marks have special meaning. Refer to the Definitions Section of the appropriate Coverage Part.

## CONDITIONS

### A. Additional Duties of the First Named Insured

1. "Enrollee" enrollment fees or premium shall be collected by the First Named Insured.
2. The premium for this policy will be paid by the First Named Insured.
3. The First Named Insured shall maintain the "enrollment list" of insured "enrollees" in a manner and format agreed upon with us.
4. The First Named Insured shall notify us of each "enrollee's" effective date of enrollment in the insurance program of the First Named Insured in a time, manner and format agreed upon with us.
5. The First Named Insured is responsible for sending cancellation or nonrenewal notices to "certificate holders" where and when applicable.

### B. Appeals

When this insurance is excess over any other insurance, per Condition **P. Other Insurance**, and the insured or any insurer who provides

the applicable other insurance elects not to appeal a judgment which exceeds that of the other insurance, we may elect to do so at our own expense. We shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall this provision increase our liability beyond the applicable Limit of Insurance for all ultimate net loss plus the expense of such appeal.

### C. Audits and Reports

1. We may audit and examine your books and records as they relate to this insurance at any time during the "coverage term" and up to three years afterwards.
2. The First Named Insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to us at the end of the "coverage term" and at such times during the "coverage term" as we may direct.

### D. Bankruptcy

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

### E. Cancellation

With respect to a policy which has been in effect less than 90 days:

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.

With respect to a policy which has been in effect for more than 90 days, or is a renewal of a policy we issued:

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 only for one or more of the following reasons, except as provided in Paragraph 6. below.
  - a. Nonpayment of premium;
  - b. Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted thereunder;
  - c. Discovery of a moral hazard or willful or reckless acts or omissions on your part which increases any hazard insured against;
  - d. The occurrence of a change in the individual risk which substantially increases any hazard insured against after the insurance coverage has been issued or renewed except to the extent the insurer could reasonably have foreseen the change or contemplated the risk in writing the contract;
  - e. Loss of applicable reinsurance or a substantial decrease in applicable reinsurance, if the Superintendent has determined that reasonable efforts have been made to prevent the loss of, or substantial decrease in, the applicable reinsurance, or to obtain replacement coverage;
  - f. Failure of an insured to correct material violations of safety codes or to comply with reasonable written loss control recommendations; or
  - g. A determination by the Superintendent of Insurance that the continuation of the policy would create a condition that would be hazardous to the policyholders or the public.
3. We will mail written notice of cancellation to the First Named Insured, and agent if

any, at the last mailing addresses known to us. Proof of mailing will be sufficient proof of notice.

4. We will mail the notice of cancellation at least:
  - a. 10 days from the effective date of cancellation, if we cancel for non-payment of premium; or
  - b. 30 days from the effective date of cancellation, if we cancel for a reason stated in the 2.b. through 2.g. above.
5. a. The notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
  - b. The notice will also contain the date of the notice and the policy number, and will state the reason for cancellation.
6. Policies written for a term of more than one year or on a continuous basis may be cancelled by us for any reason at an anniversary date, upon 30 days' written notice of cancellation.
7. If this policy is cancelled, we will send the First Named Insured any premium refund due. If we or the First Named Insured cancels, the refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.
8. The First Named Insured is responsible for:
  - a. Notifying affected "certificate holders" of the termination of their insurance under this policy; and
  - b. Returning any premium due to affected "certificate holders".
9. This Condition, **E. Cancellation**, governs in the event of a conflict with Condition **L. Certificate Holder's Coverage Termination**.

#### **NONRENEWAL**

1. If we elect not to renew this policy, we will mail written notice of nonrenewal to the First Named Insured, and agent if any, at the last mailing addresses known to us. The notice will contain the date of the notice and the policy number, and will state the expiration date of the policy.
2. We will mail the notice of nonrenewal at least 30 days before the expiration date of the policy.
3. Proof of mailing will be sufficient proof of notice.

**F. Certificate Holder's Effective Date of Coverage**

1. The "certificate holder's" coverage effective date will be at 12:01 A.M. standard time on the Certificate Period stated on the Certificate of Coverage and at the "certificate holders" address as stated on the Certificate of Coverage.
2. The "certificate holder's" coverage will not take effect until the "certificate holder" has been "enrolled".

**G. Certificates of Coverage**

1. We have entered into a contract to provide the insurance described by this policy to eligible "enrolled" "certificate holders", as determined by the First Named Insured.
2. The original Policy is in the possession of the First Named Insured. The Policy may be examined during business hours at the First Named Insured's offices.
3. The effective and expiration dates shown on the individual Certificate of Coverage is the period that insurance under this policy is in force for that individual member, regardless of the effective and expiration dates of this policy; provided, however that in no event shall the expiration date shown on the individual Certificate of Coverage be later than the expiration date of this policy as shown on the Common Policy Declarations in the event of cancellation of the policy.
4. The Certificate of Coverage also indicates the Limits of Insurance which may be available to you under the Policy.
5. If any exclusions, restrictions or amendments of the terms of coverage are shown on the Certificate of Coverage issued to an individual "certificate holder", that exclusion, restriction or amendment shall be made part of this policy as respects that individual "certificate holder" only.
6. Premiums must be paid by the First Named Insured when they are due in order to maintain this insurance in force.

**H. 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 at any time during the "coverage term".

**I. Continuous Renewal**

We may, at our discretion, amend, alter or replace this policy with updated or revised policy forms at the annual anniversary of the "coverage term".

**J. Duties in the Event of Occurrence, Professional Incident, Offense, Claim or Suit**

1. The "certificate holder" must see to it that we are notified as soon as practicable of an "occurrence", personal and advertising injury" offense, or "professional incident" which may result in a claim. To the extent possible, notice should include:
  - a. The identity of the policy and First Named Insured shown in the Declarations;
  - b. How, when and where the damage or injury arising out of the "occurrence" or "professional incident" took place;
  - c. The names and addresses of any injured persons and witnesses; and
2. If a claim is made or a "suit" is brought against an insured that is likely to involve this policy, the "certificate holder" must:
  - a. Immediately record the specifics of the claim or "suit" and the date received; and
  - b. Notify us as soon as practicable.
3. The "certificate holder" must:
  - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - b. Authorize us to obtain records and other information;
  - c. Cooperate with us in the investigation, settlement or defense of the claim or "suit". However, we are not implying that we have any duty to settle or defend a claim unless required to do so under the various Coverage Parts; and
  - d. 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.
4. Neither the First Named Insured nor the insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for First aid, without our consent.

5. Notification of a claim or "suit" is to be directed to:
  - a. The Agency listed in the Declarations or Certificate of Coverage; or
  - b. The Cincinnati Insurance Company, P.O. Box 145496, Cincinnati, Ohio 45250-5496, Phone number 1-877-242-2544.
6. Notification of a claim or "suit" made to the First Named Insured does not constitute notice to us or our agent.

#### **K. 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.

#### **L. Certificate Holder's Coverage Termination**

With respect to a Certificate of Coverage which has been in effect for less than 90 days:

1. The "certificate holder" voluntarily terminates their coverage under the Certificate of Coverage by mailing or delivering to us advance written notice of cancellation.
2. We may cancel the "certificate holder's" Certificate of Coverage by mailing or delivering to the "certificate holder" written notice for 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. If we cancel the "certificate holder's" Certificate of Coverage, at our option we will mail written notice of cancellation or non-renewal to the "certificate holder's", and agent's if any, last mailing address known to us and will indicate the date on which the "certificate holder's" Certificate of Coverage is terminated. The "certificate holder's" "coverage term" will end on that date.

4. The cancellation will be effective even if we have not made or offered a refund.

The First Named Insured is responsible for remitting any return premium due the "certificate holder".

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

With respect to a Certificate of Coverage which has been in effect for more than 90 days, or is a renewal of a Certificate of Coverage we issued:

1. The "certificate holder's" coverage under this Certificate of Coverage will automatically terminate at the earliest of the following events:
  - a. The Policy terminates, is cancelled or expires;
  - b. The "certificate holder's" Certificate of Coverage terminates, is cancelled or expires;
  - c. The First Named Insured terminates the "certificate holder's" eligibility;
  - d. The "certificate holder" voluntarily terminates their coverage under the Certificate of Coverage; or
  - e. The required premium, enrollment cost or fee is not paid when due.

2. We may cancel the "certificate holder's" Certificate of Coverage only for one or more of the following reasons, except as provided in Paragraph 5. below:

- a. Nonpayment of premium;
- b. Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted thereunder;

- c. Discovery of a moral hazard or willful or reckless acts or omissions on your part which increases any hazard insured against;
  - d. The occurrence of a change in the individual risk which substantially increases any hazard insured against after the insurance coverage has been issued or renewed except to the extent the insurer could reasonably have foreseen the change or contemplated the risk in writing the contract;
  - e. Loss of applicable reinsurance or a substantial decrease in applicable reinsurance, if the Superintendent has determined that reasonable efforts have been made to prevent the loss of, or substantial decrease in, the applicable reinsurance, or to obtain replacement coverage;
  - f. Failure of an insured to correct material violations of safety codes or to comply with reasonable written loss control recommendations; or
  - g. A determination by the Superintendent of Insurance that the continuation of the Certificate of Coverage would create a condition that would be hazardous to the policyholders or the public.
3. We may cancel the "certificate holder's" Certificate of Coverage by mailing or delivering to the "certificate holder" written notice for cancellation at least:
- a. 10 days before the effective date of cancellation, if we cancel for non-payment of premium, enrollment costs or fees; or
  - b. 30 days before the effective date of cancellation or nonrenewal, if we cancel or nonrenew for any other reason.
4. If we cancel the "certificate holder's" Certificate of Coverage, at our option we will mail written notice of cancellation or nonrenewal to the "certificate holder's", and agent's if any, last mailing address known to us and will indicate the date on which the "certificate holder's" Certificate of Coverage is terminated. The "certificate holder's" "coverage term" will end on that date.
5. Certificates of Coverage written for a term of more than one year or on a continuous basis may be cancelled by us for any reason at an anniversary date, upon 30 days' written notice of cancellation.
6. The cancellation will be effective even if we have not made or offered a refund.
- The First Named Insured is responsible for remitting any return premium due the "certificate holder".
7. If the notice is mailed, proof of mailing will be sufficient proof of notice.
8. This Condition **L. Certificate Holder's Coverage Termination** is in addition to Condition **E. Cancellation** when we are cancelling any one particular "certificate holder's" coverage under this Certificate of Coverage.
- M. Insured's Representative Clause**
- By acceptance of this policy you and any other insured agree that the First Named Insured will act on both your and their behalf with respect to:
- 1. The acceptance of endorsements or other policy modifications; and
  - 2. The giving or receiving of any other notice provided for in this policy.
- Further, by acceptance of this policy, you and any other insured agree to accept and be bound by any actions taken by the First Named Insured in regard to Paragraphs **M. Insured's Representative Clause**, Paragraphs **1.** and **2.** above.
- N. Legal Action Against Us**
- No person or organization has a right under this Policy:
- 1. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
  - 2. To sue us on any part of this policy unless all of its terms have been fully complied with.
- A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Policy or that are in excess of the 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.
- O. Liberalization**
- If, within 60 days prior to the beginning of this Policy or during the policy period, we make any changes to any forms or endorsements of this Policy:
- 1. For which there is currently no separate premium charge, and that change pro-

vides more coverage than the applicable Coverage Part; or

2. The change is mandatory due to meeting the requirements of any individual state's statutes or regulations;

the change will automatically apply to this Policy as of the latter of:

1. The date we implemented the change in your state; or
2. The date this Policy became effective; and

will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

## **P. Other Insurance**

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

### **1. Primary Insurance**

This insurance is primary except when Paragraph 2. 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 3. below.

### **2. Excess Insurance**

This insurance is excess over:

- a. Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar insurance for "your work";
  - (2) That is Fire or Explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (3) 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
  - (4) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any aircraft, auto or watercraft Exclusion of any Coverage Part of this Policy.

- b. Any other primary insurance available to the insured covering liability for damages arising out of the premises or operations, or the products and completed operations, for which the insured has been added as an additional insured by attachment of an endorsement.

- c. Any other insurance:

- (1) Whether primary, excess, contingent or on any other basis, except when such insurance is written specifically to be excess over this insurance; and
- (2) That is a consolidated (wrap-up) insurance program which has been provided by the prime contractor/project manager or owner of the consolidated project in which you are involved.

When this insurance is excess, we will have no duty under any Coverage Part of this Policy 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.

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.

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.

### **3. 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.

#### **Q. 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.

#### **R. Premium Determination and Audit**

1. The audit period premium will be determined on the basis of the total number of the First Named Insured's active "enrollees" on the "enrollment list" in good standing as determined by the First Named Insured's constitution, guidelines or bylaws.
2. We will compute all premiums for this Policy in accordance with our rules and rates.
3. The premium shown in the Summary of Premiums Charged as Advance Premium is a deposit premium. At the close of each audit period we will compute the earned premium for that period. If:
  - a. The earned premium is less than the deposit premium, we will return the excess to the First Named Insured; or
  - b. The earned premium is greater than the deposit premium, the difference will be due and payable to us by the First Named Insured upon notice from us.

However, in no event will the earned premium be less than the Minimum Premium stated in the Declarations.

4. 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.

#### **S. Representations**

By accepting this policy:

1. The First Named Insured agrees:
  - a. The statements in the Declarations are accurate and complete;
  - b. Those statements are based upon representations the First Named Insured made to us; and
  - c. We have issued this policy in reliance upon the First Named Insured's representations.

2. The "certificate holder" agrees:

- a. The statements in the Certificate of Coverage are accurate and complete;
- b. Those statements are based upon representations the "certificate holder" made to us; and
- c. We have issued this policy in reliance upon the "certificate holder's" representations.

#### **T. 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:

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

#### **U. Transfer of Your Rights and Duties Under this Policy**

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

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

#### **V. 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 any Coverage Part of this Policy, 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.

#### **W. Two or More Coverage Forms or Policies Issued by Us**

If any Coverage Part of this Policy and any other Coverage Form, Coverage Part or policy issued to you by us or any company affiliated with us apply to the same "occurrence", "personal and advertising injury" offense, or "professional incident", the aggregate maximum limit of insurance under all the Coverage Forms, Coverage Parts or policies shall not exceed the highest applicable limit of insurance under any one Coverage Form, Coverage Part or policy. This condition does not ap-

ply to any Coverage Form, Coverage Part or policy issued by us or an affiliated company

specifically to apply as excess insurance over this Policy.

# **CERTIFIED ACTS AND OTHER ACTS OF TERRORISM EXCLUSION ADVISORY NOTICE TO POLICYHOLDERS**

No coverage is provided by this notice nor can it be construed to replace 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 Advisory Notice to Policyholders, **THE PROVISIONS OF YOUR POLICY SHALL PREVAIL.**

The purpose of this notice is to evidence your rejection of coverage for Certified Acts and Other Acts of Terrorism. At your request, your policy contains an exclusion for Certified Acts and Other Acts of Terrorism. For information regarding the availability of coverage for Certified Acts and Other Acts of Terrorism, subject to an additional premium, please contact your insurance agent.

# **NOTICE OF PRIVACY PRACTICES**

For additional information on our privacy policies, including state specific information, please visit <https://www.cinfin.com/privacy-policy>.

**THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY  
THE CINCINNATI INDEMNITY COMPANY**

**NOTICE TO POLICYHOLDERS**

Please be advised that in your application for insurance you disclosed information to The Cincinnati Insurance Company, The Cincinnati Casualty Company and The Cincinnati Indemnity Company. The information disclosed in the application and all information subsequently collected by any of these companies may be shared among all three.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION OF CERTIFIED ACTS AND OTHER ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

**All Commercial Lines Coverage Parts, Coverage Forms, Policies and Endorsements except Medical Professional Liability (professional liability forms insuring dentists, optometrists, nurses, and nursing homes, among others)**

**A.** The following definitions are added with respect to the provisions of this endorsement:

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

**B.** The following exclusion is added:

### **EXCLUSION OF CERTIFIED ACTS AND OTHER ACTS OF TERRORISM**

We will not pay for any loss, injury or damage caused directly or indirectly by a "certified act of terrorism" or an "other act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

But with respect to an "other act of terrorism", this exclusion applies only when one or more of the following are attributed to such act:

- 1.** The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials;
- 2.** Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials;
- 3.** The total of insured damage to all types of property in the United States, its territories and possessions, Puerto Rico and Canada exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions. Multiple incidents of "other acts of terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident;
- 4.** 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;
  - b.** Protracted and obvious physical disfigurement; or
  - c.** Protracted loss of or impairment of the function of a bodily member or organ; or

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

Paragraphs **B.3.** and **B.4.** immediately preceding, describe the threshold used to measure the magnitude 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. When the Exclusion applies to an "other act of terrorism", there is no coverage under this Coverage Part, Coverage Form, Policy or Endorsement, except as provided in this Endorsement.

However, Paragraph **B.4.** immediately preceding, is not to be used as a threshold to measure the magnitude of an "other act of terrorism" for the purposes of determining if this exclusion applies to a Commercial Property Coverage Part, Commercial Inland Marine Coverage Part, Machinery and Equipment Coverage Part, Commercial Crime Coverage Form, Commercial Crime Policy, Employee Theft and Forgery Policy, Farm Property Coverage Part, Government Crime Coverage Form, Government Crime Policy, Standard Property Policy, or Section **I** of the Businessowners Package Policy.

#### **C. Exception Covering Certain Fire Losses**

The following modifies insurance provided under the following: Commercial Inland Marine Coverage Part, Commercial Property Coverage Part, Farm Coverage Part and Standard Property Policy:

If a "certified act of terrorism" or an "other act of terrorism" causes fire damage to property that is subject to the Standard Fire Policy in a state that utilizes the Standard Fire Policy as its minimum fire coverage standard, we will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverages, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

With respect to fire resulting from any one or more "certified acts of terrorism" under the federal Terrorism Risk Insurance Act, we will not pay any amounts for which we are not responsible under the terms of that Act (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

This Section **C.** does not apply to:

1. A Coverage Part for a "certified act of terrorism" or "other act of terrorism" that occurs in a state that allows an exception for fire resulting from terrorism; or
2. An Inland Marine Coverage Part for a "certified act of terrorism" or "other act of terrorism" that occurs in a state that allows a commercial inland marine exception,

to its Standard Fire Policy minimum fire coverage regulations.

#### **D. Exception Covering Minimum Financial Responsibility**

The following applies to the Business Auto Coverage Form, Business Auto Physical Damage Coverage Form, Garage Coverage Form, Motor Carrier Coverage Form, Single Interest Automobile Physical Damage Insurance Policy and Truckers Coverage Form if they are included in, or are part of, this Policy and if the "certified act of terrorism" or "other act of terrorism" causes loss in a state that requires compulsory or financial responsibility minimum limits apply to excluded acts of terrorism:

The exclusion stated in Section **B.** of this endorsement does not apply to:

1. Liability or Personal Injury Protection Coverage, but only up to the state compulsory or financial responsibility law minimum limits of insurance for each coverage; and
2. Uninsured and/or Underinsured Motorists Coverage, if applicable, but only up to the minimum statutory permitted limits of insurance for each coverage.

#### **E. Application of Other Exclusions**

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part, Coverage Form, Policy or endorsement such as losses excluded by:

1. Exclusions that address war, warlike action, insurrection, rebellion, revolution, military action, nuclear hazard, nuclear materials, nuclear reaction, radiation, or radioactive contamination;
2. Exclusions that address pollutants, contamination, deterioration, fungi or bacteria; or
3. Any other exclusion,

regardless if the "certified act of terrorism" or "other act of terrorism" contributes concurrently or in any sequence to the loss, injury or damage.

**F. Conformity With Statute**

If any terms or conditions of this endorsement are in conflict with the laws of the jurisdiction under which this policy is construed, then such terms and conditions will be deemed changed to conform with such laws, but only to the extent that such terms and conditions are otherwise covered by the Coverage Part, Coverage Form, Policy or Endorsement to which this endorsement applies.

**G. Supersession**

The exclusions for acts of terrorism in this endorsement supersede any offers of terrorism coverage.

**H. Sunset Clause**

If the federal Terrorism Risk Insurance Act expires or is repealed, then this endorsement is null and void for any act of terrorism except "other acts of terrorism" that takes place after the expiration or repeal of the Act.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAR EXCLUSION**

This endorsement modifies insurance provided under the following:

**ALL COVERAGE FORMS FORMING A PART OF THE POLICY**

**A. The following exclusion:**

1. Replaces any War, War and Military Action, or War or Military Action exclusion included in any other Coverage Form, Coverage Part or endorsement forming a part of the policy to which this endorsement is attached; and
2. Is added to any other Coverage Form, Coverage Part, insuring agreement included therein or endorsement forming a part of the policy to which this endorsement is attached which does not already include a War, War and Military Action, or War or Military Action exclusion.

**War**

This insurance does not apply to:

Any form of loss, damage, cost, expense or liability for damages arising directly or indirectly from:

- a. "War" and "warlike action", including undeclared or civil "war" and "cyber hostilities";
- b. Hostile action, including action in hindering or defending against an actual or expected attack, by any state, government, or sovereign using military personnel or other "agents"; or
- c. Insurrection, rebellion, revolution, usurped power, political violence or action taken by a state or government actor in hindering or defending against any of these, including "cyber hostilities" in connection with any of the foregoing.

The attribution of an action will be determined by relying on reasonable evidence such as, but not limited to:

- (1) Statements by an agency or department of the United States government;
- (2) Statements by an international group of which the United States is a member, such as the United Nations or the North Atlantic Treaty Organization, or any

member of such an international group; or

- (3) Statements by a "recognized commercial authority".

This exclusion applies notwithstanding anything to the contrary in this policy or any appendix or endorsement added to this policy.

**B. The following definitions are hereby added with respect to the exclusion in Section A. of this endorsement.:**

1. "Agents" means any person, entity, organization or collection of persons, entities or organizations that have at any time been associated with or designated as having worked with or acted on behalf of any state, government, or sovereign.

The attribution of the actors' status as "agents" will be determined by relying on reasonable evidence such as, but not limited to:

- a. Statements by an agency or department of the United States government;
  - b. Statements by an international group of which the United States is a member, such as the United Nations or the North Atlantic Treaty Organization, or any member of such an international group; or
  - c. Statements by a "recognized commercial authority".
2. "Computer system" means any computer or network of computers or computer systems, hardware, software, communications system, electronic device (including but not limited to, smart phone, laptop, tablet, wearable device), server, cloud infrastructure or microcontroller including any configuration of the aforementioned and including any associated input, output, code, program, data, data storage device, networking equipment or back up facility.
  3. "Cyber hostilities" means the use of a "computer system" that causes disruption or harm.

4. "Recognized commercial authority" means a business that provides information technology security or forensics services, including, but not limited to:

- a. Symantec;
- b. Mandiant;
- c. Microsoft;
- d. Apple;
- e. Cisco; or
- f. IBM.

5. "War" or "warlike action":

a. Means physical combat, a state of armed conflict, or "cyber hostilities" engaged in by:

(1) Any state, government, or sovereign; or

(2) "Agents" of a state, government, or sovereign,

against any other:

(a) State, government, or sovereign, including an agency or department thereof; or

(b) Person or entity targeted by such physical combat, armed conflict, or "cyber hostilities"; and

b. Includes any collateral loss, damage, cost, expense or liability for damages of any nature arising out of the physical combat, armed conflict, or "cyber hostilities" or any response to such physical combat, armed conflict, or "cyber hostilities".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **OHIO CHANGES - CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

**CHEMICAL DRIFT LIMITED LIABILITY COVERAGE PART - CLAIMS-MADE  
CINCINNATI CYBER DEFENSE™ COVERAGE PART  
CINCINNATI DATA DEFENDER™ COVERAGE PART  
CINCINNATI NETWORK DEFENDER™ COVERAGE PART  
CLAIMS - MADE EXCESS LIABILITY COVERAGE PART  
COMMERCIAL AUTO COVERAGE PART  
COMMERCIAL CRIME AND FIDELITY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART  
CONTRACTOR'S ERRORS AND OMISSIONS COVERAGE FORM CLAIMS-MADE  
CONTRACTOR'S LIMITED POLLUTION LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE FORM  
EMPLOYMENT PRACTICES LIABILITY COVERAGE PART  
EMPLOYEE BENEFIT LIABILITY COVERAGE PART  
EXCESS LIABILITY COVERAGE PART  
EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE FORM  
FARM COVERAGE PART  
GOLF COURSE CHEMICAL APPLICATION LIMITED LIABILITY COVERAGE PART  
HOLE-IN-ONE COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MACHINERY AND EQUIPMENT COVERAGE PART  
MANUFACTURER'S ERRORS AND OMISSIONS COVERAGE FORM - CLAIMS-MADE  
POLLUTION LIABILITY COVERAGE PART  
PRODUCT WITHDRAWAL COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
PROFESSIONAL LIABILITY COVERAGE PART  
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART  
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE**

**A.** With respect to a policy which has been in effect for more than 90 days, or is a renewal of a policy we issued, or is a policy for medical malpractice professional liability, the **Cancellation** Common Policy Condition is replaced by the following:

- 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 only for one or more of the following reasons, except as provided in Paragraph **6.** below.
  - a.** Nonpayment of premium;
  - b.** Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted thereunder;
  - c.** Discovery of a moral hazard or willful or reckless acts or omissions on your

part which increases any hazard insured against;

- d.** The occurrence of a change in the individual risk which substantially increases any hazard insured against after the insurance coverage has been issued or renewed except to the extent the insurer could reasonably have foreseen the change or contemplated the risk in writing the contract;
- e.** Loss of applicable reinsurance or a substantial decrease in applicable reinsurance, if the Superintendent has determined that reasonable efforts have been made to prevent the loss of, or substantial decrease in, the applicable reinsurance, or to obtain replacement coverage;
- f.** Failure of an insured to correct material violations of safety codes or to comply with reasonable written loss control recommendations; or



# **NOTICE TO POLICY HOLDERS FUNGI OR BACTERIA EXCLUSION ENDORSEMENTS**

## **RESTRICTIONS OF COVERAGE**

This is a summary of the new fungi or bacteria liability exclusion endorsements. NO COVERAGE IS PROVIDED BY THIS SUMMARY. Nor can it be construed to replace any provision of your policy. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE CAREFULLY for complete information on the coverage that you are provided. If there is any conflict, between the policy and this summary, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

Your policy now specifically excludes coverage for fungi, including mold, and bacteria liability claims. The definition of fungi included within the forms is:

"Fungi" means any type or form of fungus, and includes, but is not limited to, any form or type of mold, mushroom or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

We are introducing these new endorsements in response to the increasing frequency and severity of claims. Other exclusions and language in the policy may address some elements of injury or damage arising from "fungi", including mold, or bacteria exposure. To avoid any confusion we are introducing separate exclusionary language.

These endorsements vary only with respect to the Coverage Form to which they apply. The endorsements exclude your liability to others arising from:

- Injury or damage caused by "fungi" or bacteria;
- The treatment of conditions resulting from "fungi" or bacteria;
- Information given or which should have been given about "fungi" or bacteria; and
- Any obligation to share damages with, or repay anyone due to injury or damage arising from "fungi" or bacteria.

The exclusion applies regardless of any other concurrent cause or the sequence in which injury or damage develops.

The only exception to the exclusion of "fungi", including mold, or bacteria is with regard to "fungi", including mold, or bacteria intended for human ingestion.

## SIGNATURE ENDORSEMENT

IN WITNESS WHEREOF, this policy has been signed by our President and Secretary in the City of Fairfield, Ohio, but this policy shall not be binding upon us unless countersigned by an authorized representative of ours. The failure to countersign does not void coverage in Arizona, Virginia and Wisconsin.



Secretary



President

The signature on any form, endorsement, policy, declarations, jacket or application other than the signature of the President or Secretary named above is deleted and replaced by the above signatures.

**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 materi-

al 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.**

## **CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO A DESIGNATED ENTITY**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS PACKAGE POLICY  
CLAIMS-MADE EXCESS LIABILITY COVERAGE PART  
COMMERCIAL AUTO COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART  
DENTIST'S PACKAGE POLICY  
ELECTRONIC DATA LIABILITY COVERAGE PART  
EXCESS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART  
PRODUCT WITHDRAWAL COVERAGE PART  
PROFESSIONAL LIABILITY COVERAGE PART  
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART  
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY**

### **SCHEDULE**

Name and mailing address of person(s) or organization(s):

**RAW INSPIRATION INC  
23501 PARK SORRENTO STE 106  
CALABASAS, CA 91302-1373**

Number of days notice (other than nonpayment of premium): 30

- A.** If we cancel or nonrenew this policy for any statutorily permitted reason other than nonpayment of premium we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least the number of days shown in the Schedule before the effective date of cancellation or nonrenewal.
- B.** If we cancel this policy for nonpayment of premium, we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least 10 days before the effective date of cancellation.
- C.** If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.
- D.** In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO A DESIGNATED ENTITY**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS PACKAGE POLICY  
CLAIMS-MADE EXCESS LIABILITY COVERAGE PART  
COMMERCIAL AUTO COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART  
DENTIST'S PACKAGE POLICY  
ELECTRONIC DATA LIABILITY COVERAGE PART  
EXCESS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART  
PRODUCT WITHDRAWAL COVERAGE PART  
PROFESSIONAL LIABILITY COVERAGE PART  
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART  
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY**

### **SCHEDULE**

Name and mailing address of person(s) or organization(s):

**REEP-RTL DTC VA LLC  
C/O: REAL ESTATE-9TH FLOOR  
51 MADISON AVE  
ATTENTION: ASSET MANAGER- DULLES TOWN CENTER  
NEW YORK, NY 10010-1603**

Number of days notice (other than nonpayment of premium): 30

- A.** If we cancel or nonrenew this policy for any statutorily permitted reason other than nonpayment of premium we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least the number of days shown in the Schedule before the effective date of cancellation or nonrenewal.
- B.** If we cancel this policy for nonpayment of premium, we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least 10 days before the effective date of cancellation.
- C.** If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.
- D.** In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

## COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

### SECTION I - COVERAGES

#### COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

##### 1. Insuring Agreement

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

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

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

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

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
  - (2) The "bodily injury" or "property damage" occurs during the policy period; and
  - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
  - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

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

### b. Contractual Liability

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

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

### c. Liquor Liability

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

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

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

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

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

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

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

### d. Workers' Compensation And Similar Laws

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

### e. Employer's Liability

"Bodily injury" to:

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

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone

else who must pay damages because of the injury.

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

**f. Pollution**

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

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

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

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

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

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

**(c)** Which are or were at any time transported, handled, stored,

treated, disposed of, or processed as waste by or for:

**(i)** Any insured; or

**(ii)** Any person or organization for whom you may be legally responsible; or

**(d)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

**(i)** "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

**(ii)** "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

**(iii)** "Bodily injury" or "property damage" arising out of heat,

smoke or fumes from a "hostile fire".

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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

#### **g. Aircraft, Auto Or Watercraft**

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

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

owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

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

#### **h. Mobile Equipment**

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

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

#### **i. War**

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

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or

expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

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

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

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

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

**k. Damage To Your Product**

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

**l. Damage To Your Work**

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

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

**m. Damage To Impaired Property Or Property Not Physically Injured**

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

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

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

**n. Recall Of Products, Work Or Impaired Property**

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

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

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

**o. Personal And Advertising Injury**

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

**p. Electronic Data**

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

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

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

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

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

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

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

**COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as

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

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

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

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

**2. Exclusions**

This insurance does not apply to:

- a. **Knowing Violation Of Rights Of Another**  
"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".
- b. **Material Published With Knowledge Of Falsity**  
"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.
- c. **Material Published Prior To Policy Period**  
"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.



**d. Criminal Acts**

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

**e. Contractual Liability**

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

**f. Breach Of Contract**

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

**g. Quality Or Performance Of Goods - Failure To Conform To Statements**

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

**h. Wrong Description Of Prices**

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

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

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

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

**j. Insureds In Media And Internet Type Businesses**

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

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

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

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

**k. Electronic Chatrooms Or Bulletin Boards**

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

**l. Unauthorized Use Of Another's Name Or Product**

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

**m. Pollution**

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

**n. Pollution-related**

Any loss, cost or expense arising out of any:

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

**o. War**

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

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or

expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

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

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

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

**COVERAGE C - MEDICAL PAYMENTS**

**1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
  - (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;provided that:
  - (a) The accident takes place in the "coverage territory" and during the policy period;
  - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
  - (c) The injured person submits to examination, at our expense, by

physicians of our choice as often as we reasonably require.

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

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

**2. Exclusions**

We will not pay expenses for "bodily injury":

**a. Any Insured**

To any insured, except "volunteer workers".

**b. Hired Person**

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

**c. Injury On Normally Occupied Premises**

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

**d. Workers' Compensation And Similar Laws**

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

**e. Athletics Activities**

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

**f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

**g. Coverage A Exclusions**

Excluded under Coverage A.

**SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**

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

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

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
  - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b. This insurance applies to such liability assumed by the insured;
  - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
  - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of

the insured and the interests of the indemnitee;

- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
  - (1) Agrees in writing to:
    - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - (c) Notify any other insurer whose coverage is available to the indemnitee; and
    - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - (2) Provides us with written authorization to:
    - (a) Obtain records and other information related to the "suit"; and
    - (b) Conduct and control the defense of the indemnitee in such "suit".

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

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

## SECTION II - WHO IS AN INSURED

### 1. If you are designated in the Declarations as:

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

### 2. Each of the following is also an insured:

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

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

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

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

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or

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

#### (2) "Property damage" to property:

- (a) Owned, occupied or used by;

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

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

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

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

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

- (2) Until your legal representative has been appointed.

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

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

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

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred

before you acquired or formed the organization; and

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

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

### SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage **C**;
  - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage **B**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage **A**; and
  - b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or

temporarily occupied by you with permission of the owner.

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

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

### SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

#### 1. Bankruptcy

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

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

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
  - (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - (2) Authorize us to obtain records and other information;

- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

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

### 3. Legal Action Against Us

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

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

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

### 4. Other Insurance

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

#### a. Primary Insurance

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

#### b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

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

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

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability.

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

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

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

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

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

#### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow

this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

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

## **5. Premium Audit**

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

## **6. Representations**

By accepting this policy, you agree:

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

## **7. Separation Of Insureds**

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

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

## **8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this

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

## **9. When We Do Not Renew**

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

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

## **SECTION V - DEFINITIONS**

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

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

2. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

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

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

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:

- (1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;
- (2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or
- (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

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

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

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

- 9. "Insured contract" means:
  - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b. A sidetrack agreement;
  - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, 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.

# THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

## COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Attached to and forming part of POLICY NUMBER: ETN 059 94 02

Named Insured is the same as it appears in the Common Policy Declarations

### LIMITS OF INSURANCE

EACH OCCURRENCE LIMIT	\$ SEE CERT	
GENERAL AGGREGATE LIMIT	\$ SEE CERT	
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$ SEE CERT	
PERSONAL & ADVERTISING INJURY LIMIT	\$ SEE CERT	ANY ONE PERSON OR ORGANIZATION
DAMAGE TO PREMISES RENTED TO YOU LIMIT		ANY ONE
\$100,000 limit unless otherwise indicated herein:	\$ SEE CERT	PREMISES
MEDICAL EXPENSE LIMIT		
\$5,000 limit unless otherwise indicated herein:	\$ SEE CERT	ANY ONE PERSON

CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
		A - Area	Products /	All Other	Products /	All Other
		B - Payroll	Completed		Completed	
		C - Gross Sales	Operations		Operations	
		D - Units				
		E - Other				
SALES OR SERVICE ORGANIZATIONS	47367	EPER ENROLLEE	INCL		INCL	

The General Liability Coverage Part is subject to an annual minimum premium.

TOTAL ANNUAL PREMIUM \$ INCL

FORMS AND / OR ENDORSEMENTS APPLICABLE TO COMMERCIAL GENERAL LIABILITY COVERAGE PART:  
REFER TO IA450A

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE  
PART DECLARATIONS**

**FORMS AND / OR ENDORSEMENTS APPLICABLE TO COMMERCIAL  
GENERAL LIABILITY COVERAGE PART:**

IA450A	11/87	FORMS AND / OR ENDORSEMENTS APPLICABLE TO COMMERCIAL GENERAL LIABILITY COVERAGE PART
CG0001	04/13	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG2001	12/19	PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDTION
CG2011	12/19	ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES
CG2012	12/19	ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS
CG2015	12/19	ADDITIONAL INSURED - VENDORS
CG2404	12/19	WAIVER OF TRANSFER OR RIGHTS OF RECOVERY AGAINST OTHERS TO US
R4GA206	03/18	HAND MADE ARTISANS COMMERCIAL GENERAL LIABILITY ENDORSEMENT
R4GA207	05/15	RISK PURCHASING GROUP IDENTITY RECOVERY COVERAGE ENDORSEMENT
CG2106	05/14	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION
CG2132	05/09	COMMUNICABLE DISEASE EXCLUSION
CG2147	12/07	EMPLOYMENT - RELATED PRACTICES EXCLUSION
CG2503	05/09	DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT
CG2504	05/09	DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT
GA3064	09/20	EXCLUSION - ASBESTOS
GA3074	09/22	EXCLUSION - CYBER LIABILITY
GA3089	12/22	EXCLUSION - PERFLUORINATED COMPOUNDS (PFC) AND PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)
GA382	03/02	FUNGI OR BACTERIA EXCLUSION
GA4531	09/20	AMENDMENT - POLLUTANT DEFINITION
GA4533	12/22	COMMERCIAL GENERAL LIABILITY AMENDATORY ENDORSEMENT
GA4541	09/20	NOTICE TO POLICYHOLDERS GENERAL LIABILITY REWRITE 2020
GA4566	06/22	AMENDMENT - RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

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

### **Primary And Noncontributory Insurance**

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

- (1) The additional insured is a Named Insured under such other insurance; and

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

<b>Designation Of Premises (Part Leased To You):</b>  
<b>Name Of Person(s) Or Organization(s) (Additional Insured):</b> ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO ADD AS AN ADDITIONAL INSURED ON THIS COVERAGE PART, PROVIDED THAT THE WRITTEN CONTRACT OR WRITTEN AGREEMENT: (1) IS EXECUTED PRIOR TO THE "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" TO WHICH THIS ENDORSEMENT PERTAINS; AND (2) IS CURRENTLY IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART.
<b>Additional Premium:</b> \$ INCL
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

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

However:

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

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

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

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

1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - STATE OR GOVERNMENTAL  
AGENCY OR SUBDIVISION OR POLITICAL  
SUBDIVISION - PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**State Or Governmental Agency Or Subdivision Or Political Subdivision:**

ANY STATE OR GOVERNMENTAL SUBDIVISIONS WHEN REQUIRED IN A WRITTEN  
CONTRACT WITH OUR INSURED

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

**A. Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

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

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - VENDORS**

This endorsement modifies insurance provided under the following:

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

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s) (Vendor)</b>	<b>Your Products</b>
ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO ADD AS AN ADDITIONAL INSURED ON THIS COVERAGE PART PROVIDED THAT THE WRITTEN CONTRACT OR WRITTEN AGREEMENT: (1) IS EXECUTED PRIOR TO THE "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" TO WHICH THIS ENDORSEMENT PERTAINS; AND (2) IS CURRENTLY IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART.	PRODUCTS MANUFACTURED IN YOUR "CRAFT WORK" BUSINESS. "CRAFT WORK" IS DEFINED IN THE HAND MADE ARTISAN COMMERCIAL GENERAL LIABILITY ENDORSEMENT. (R4GA206) ATTACHED TO THIS POLICY
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" shown in the Schedule of this endorsement which are distributed or sold in the regular course of the vendor's business.

However:

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

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

1. The insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor 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 that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (1) The exceptions contained in Subparagraphs **d.** or **f.**; or
  - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- 2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**C. With respect to the insurance afforded to these vendors, the following is added to **Section III - Limits Of Insurance:****

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

- 1. Required by the contract or agreement; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO ADD THIS FORM ON THIS COVERAGE PART, PROVIDED THAT THE WRITTEN CONTRACT OR AGREEMENT: (1) IS EXECUTED PRIOR TO THE "BODILY INJURY", "PROPERTY DAMAGE; OR "PERSONAL AND ADVERTISING INJURY" TO WHICH THIS ENDORSEMENT PERTAINS, AND (2) IS CURRENTLY IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART.

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

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

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **HAND MADE ARTISANS COMMERCIAL GENERAL LIABILITY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

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**A. SECTION I - COVERAGES** is modified as follows:

**1. COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is modified to include the following:

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

- a.** Services rendered or preparations, products, apparatus, or equipment rendered or used in violation of federal, state, municipal or other laws or regulations;
- b.** The use, administration or application of any dye or coloring to eyelashes or eyebrows;
- c.** Preparation for; or use, administration or application of; or removal of any form of permanent cosmetic makeup including but not limited to micro pigment implantation and tattooing;
- d.** The piercing of any part of the human body;
- e.** Drugs, pharmaceuticals, vitamins or supplements, suppositories, or ingestible nutraceuticals;
- f.** Invasive products intended to remain in the body;
- g.** Any product requiring a prescription;
- h.** Children's toys;
- i.** Aerosol products;
- j.** Acetone-based products;
- k.** Permanent cosmetics or invasive body inks;
- l.** Ingestible food products, unless sold in a set (such as a gift basket), in conjunction with a "craft work";
- m.** Coffee and tea when sold as a products line or included as part of a products line;
- n.** Plug-in electrical products sold or held for sale by you;
- o.** Products that do not meet FDA GRAS (Generally Recognized As Safe) guidelines;
- p.** Repackaged products manufactured by others;
- q.** Tanning beds or tanning equipment;
- r.** Hazardous materials and any kind of cleanup of hazardous materials;
- s.** Salon or spa operations;
- t.** Welding operations, or welding or cutting equipment or material; or
- u.** Candles.

**2. COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions** is modified to include the following:

This insurance does not apply to "personal and advertising injury" arising out of:

- a.** Services rendered or preparations, products, apparatus, or equipment rendered or used in

violation of federal, state, municipal or other laws or regulations;

- b. The use, administration or application of any dye or coloring to eyelashes or eyebrows;
- c. Preparation for; or use, administration or application of; or removal of any form of permanent cosmetic makeup including but not limited to micro pigment implantation and tattooing;
- d. The piercing of any part of the human body;
- e. Drugs, pharmaceuticals, vitamins or supplements, suppositories, or Ingestible nutraceuticals;
- f. Invasive products intended to remain in the body;
- g. Any product requiring a prescription;
- h. Children's toys;
- i. Aerosol products;
- j. Acetone-based products;
- k. Permanent cosmetics or invasive body inks;
- l. Ingestible food products, unless sold in a set (such as a gift basket), in conjunction with a "craft work";
- m. Coffee and tea when sold as a products line or included as part of a products line;
- n. Plug-in electrical products sold or held for sale by you;
- o. Products that do not meet FDA GRAS (Generally Recognized As Safe) guidelines;
- p. Repackaged products manufactured by others;
- q. Tanning beds or tanning equipment;
- r. Hazardous materials and any kind of cleanup of hazardous materials;
- s. Salon or spa operations;
- t. Welding operations, or welding or cutting equipment or material; or
- u. Candles.

**B. SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced by the following:

Each "certificate holder" is an insured but only while performing duties related to the

conduct of the "certificate holder's" "craft work" business.

Each of the following is also an insured:

1. Your "volunteer workers" only while performing duties related to the conduct of your "craft work" business, or your "employees", but only for acts within the scope of their employment by you or while performing duties related to the conduct of your "craft work" business. However, none of these "employees" or "volunteer workers" are insureds for:
  - a. "Bodily injury" or "personal and advertising injury":
    - (1) To you, to your partners or members (if you are a partnership or 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;
    - (2) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **a.(1)** above;
    - (3) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **a.(1)** or **a.(2)** above; or
    - (4) Arising out of his or her providing or failing to provide professional health care services.
  - b. "Property damage" to property:
    - (1) Owned, occupied or used by; or
    - (2) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or limited liability company).
2. Any person or organization when the "certificate holder" and such person or organization have agreed in a writ-

ten contract or written agreement that such person or organization be added as an additional insured on the "certificate holder's" policy.

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- a. During the policy period; and
- b. Subsequent to the "certificate holder's" execution of the written contract or written agreement described above.

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. The "certificate holder's" acts or omissions; or
- b. The acts or omissions of those acting on the "certificate holder's" behalf;

in the performance of the "certificate holder's" "craft work" business.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which the "certificate holder" is required by the contract or agreement to provide for such additional insured.

In no event will a person's or organization's status as an additional insured under this endorsement extend beyond the expiration/cancellation date of the Policy or Certificate of Coverage, whichever is earliest.

**C. SECTION III - LIMITS OF INSURANCE** is modified to include the following:

1. In respects to any additional insured, as outlined in **HAND MADE ARTISANS COMMERCIAL GENERAL LIABILITY ENDORSEMENT, B.**, Paragraph 2., the most we will pay on behalf of the additional insured is the amount of insurance:
  - a. Required by the contract or agreement described **HAND MADE ARTISANS COMMERCIAL GENERAL LIABILITY ENDORSEMENT, B.**, Paragraph 2.; or

- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

The limits of insurance available to an additional insured for any one "occurrence" are shared with and not in addition to limits of insurance already available to the "certificate holder".

2. Any claim which is made or maintained as a class action or other multiple plaintiff "suit" shall be deemed to arise from one "occurrence" or "personal and advertising injury" offense shall be subject to **SECTION III - LIMITS OF INSURANCE**, Paragraphs 2. and 3., and the Each Occurrence Limit shown in the Declarations.

3. The last paragraph of **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following:

The Limits of Insurance of this Coverage Part apply separately to each:

- a. "coverage term"; and
- b. "Certificate holder".

- D. SECTION IV - CONDITIONS** is deleted in its entirety. Please refer to the **RISK PURCHASING GROUP COMMON POLICY CONDITIONS** for all Conditions particular to this Coverage Part.

- E. SECTION V - DEFINITIONS** is modified to include the following definitions:

1. "Certificate holder" means an "enrollee" on the "enrollment list" who is named on the Certificate of Coverage.
2. "Craft work" means handicraft or artisanal handicraft which includes the manufacture and sale of products created by hand with or without the use of simple tools using bulk product.
3. "Enrolled" means to make written application for this insurance on the prescribed forms. An individual is not "enrolled" until they become an "enrollee" in good standing as determined by the First Named Insured.
4. "Enrollee" means:
  - a. A person or entity in good standing as determined by the First Named Insured and who has paid enrollment costs or dues for the insurance coverage provided in this policy; and

- b.** A person or entity in good standing as determined by the First Named Insured and who has submitted an application per the charter, rules or guidelines for enrollment in the insurance program of the First Named Insured.
- 5.** "Enrollment list" means a list maintained by the First Named Insured which identifies:
  - a.** Each "enrollee" who has paid enrollment costs or dues for insurance coverage provided in this policy;
  - b.** Each "enrollee" in good standing as determined by the First Named Insured per the charter, rules or guidelines for enrollment in the insurance program of the First Named Insured;
  - c.** The address of the "enrollee";
  - d.** The type of insurance selected by the "enrollee"; and
  - e.** The date the "enrollee's" enrollment in the insurance program became effective.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## RISK PURCHASING GROUP IDENTITY RECOVERY COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM RISK PURCHASING GROUP COMMON POLICY CONDITIONS

#### A. Table of Contents

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E. Limits of Insurance	2
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#### B. Schedule

##### COVERAGE C: Identity Recovery Coverage:

Lost Wages and Child/Elder Care Expenses Sublimit:	\$5,000
Maximum Per Day:	\$250
Expense Reimbursement Insured Aggregate Limit:	\$25,000

##### Identity Recovery Coverage Deductible

\$250 Deductible per "enrollee" which applies to:

Expense Reimbursement; and

Lost Wages and Child/Elder Care Expenses Sublimit.

For this endorsement only:

#### C. COMMERCIAL GENERAL LIABILITY COVERAGE FORM, SECTION I - COVERAGES is modified to include the following coverage:

##### IDENTITY RECOVERY COVERAGE

##### 1. Identity Recovery Coverage With Case Management Services And Expense Reimbursement

- a. We will provide Case Management Service and Expense Reimbursement Coverage indicated below if all the following requirements are met:

- (1) There has been an "identity theft", "account takeover" or a "proactive inquiry" of an insured; and
- (2) Such "identity theft", "account takeover" or "proactive inquiry" is first discovered by the insured during the "coverage term" for which this Identity Recovery Coverage With Case Management Services And Expense Reimbursement is applicable; and

- (3) Such "identity theft" or "account takeover" is reported to us as soon as practicable, but in no event later than 30 days after it is first discovered by the insured.

- b. If all three of the requirements listed above (Paragraphs 1.a.(1), 1.a.(2) and 1.a.(3)) have been met, then we will provide the following to the insured:

##### (1) Case Management Services

Services of an "identity theft case manager" as needed to respond to the "identity theft" or "account takeover"; and

##### (2) Expense Reimbursement

Reimbursement of reasonable and necessary "identity recovery expenses" as a direct result of the "identity theft" or "account takeover".



But:

- (1) The amount we will pay is limited as described in Section **E.** of this endorsement;
- (2) Case Management Services are available as needed for any one "identity theft" or "account takeover" for up to 12 consecutive months from the inception of the services; and
- (3) Our duty to pay ends when the applicable limit of insurance is used up.

No other obligation or liability to pay sums or perform acts or services is covered.

## 2. Identity Recovery Coverage Exclusions

- a. This insurance does not apply to:
  - (1) The theft or misappropriation of a professional or business identity.
  - (2) Any fraudulent, dishonest or criminal act by an insured or any person aiding or abetting an insured, or by any authorized representative of a insured, whether acting alone or in collusion with others.

This exclusion shall not apply to the interests of an insured who has no knowledge of or involvement in such fraudulent, dishonest or criminal act.
  - (3) Loss other than "identity recovery expenses".
  - (4) An "identity theft" or "account takeover" that is first discovered by the insured prior to the inception date or after the expiration date of the "coverage term" for which this coverage applies. This exclusion applies whether or not such "identity theft" or "account takeover" began or continued during the "coverage term".
  - (5) An "identity theft" or "account takeover" that is not reported to us within 30 days after it is first discovered by the insured.
  - (6) An "identity theft" or "account takeover" that is not reported to the police or law enforcement.

- b. **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** does not apply to this coverage.

## D. **COMMERCIAL GENERAL LIABILITY COVERAGE FORM, SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced by the following:

Each "certificate holder" is an insured. If the "certificate holder" is a business only the owner or controlling member of that business is an insured.

## E. **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following:

1. The Limits of Insurance shown in the **RISK PURCHASING GROUP IDENTITY RECOVERY COVERAGE ENDORSEMENT, B. Schedule** and the rules below fix the most we will pay or reimburse.

- a. The Expense Reimbursement Insured Aggregate Limit is the most we will pay for the sum of all damages under **IDENTITY RECOVERY COVERAGE** for all "identity thefts" or "account takeovers" which are first discovered by the insured during the "coverage term".

If an "identity theft" or "account takeover" is first discovered in one "coverage term" and continues into other "coverage terms", all damages arising from such "identity theft" or "account takeover" will be subject to the Expense Reimbursement Insured Aggregate Limit applicable to the "coverage term" when the "identity theft" or "account takeover" was first discovered.

- b. Subject to Paragraph **1.a.** above, the expenses provided under Section **G.** Paragraph **7.d.** are part of and not in addition to the Expense Reimbursement Insured Aggregate Limit.
- c. Subject to Paragraph **1.a.** above, the **Lost Wages and Child/Elder Care Expenses Sublimit** is the most we will pay:

- (1) For expenses provided under Section **G.** Paragraphs **7.e.** and **7.f.**; and

- (2) The **Lost Wages and Child/Elder Care Expenses Sublimit**: Maximum Per Day is the most we will reimburse per day for expenses provided under Section **G.** Paragraphs **7.e.** and **7.f.**

These expenses must be incurred within 12 months after the first discovery of "identity theft" or "account takeover".

- d. Expenses we incur to provide Case Management Services do not reduce the Limit of Insurance available for Expense Reimbursement.
- e. Regardless of the number of policies an insured may have with us, our maximum limit of liability shall be the highest limit of any one policy and/or endorsement applicable to the specific claim, action or "suit".
- f. A deductible applies to Expense Reimbursement, and the Lost Wages and Child/Elder Care Expenses Sublimit, of **IDENTITY RECOVERY COVERAGE**. We are only liable for payments above the **Identity Recovery Coverage Deductible** amount shown on the **RISK PURCHASING GROUP IDENTITY RECOVERY COVERAGE ENDORSEMENT, B. Schedule**.

Each "certificate holder" under the policy is liable for the payment of any applicable Deductible. Upon our written demand, the Deductible shall be paid within thirty (30) days. We shall have the right, but not the obligation, to advance sums on the insured's behalf within the Deductible. If you fail, after demand, to reimburse us for any sum advanced by us within the Deductible, we may bring suit to recover such amounts and shall also be entitled to recover interest from the date of demand, and attorneys' fees and costs incurred in bringing such suit.

- 2. The Limits of Insurance of this policy apply separately to each:
  - a. "Coverage term"; and
  - b. "Certificate holder", unless specified otherwise in Section E.

**F. RISK PURCHASING GROUP COMMON POLICY CONDITIONS**, is modified to include the following conditions:

**1. Computer Security**

It is the responsibility of each insured to use and maintain his or her computer system security, including personal firewalls, anti-virus software and proper disposal of used hard drives.

**2. Identity Theft by Relative**

As a precedent to receiving the benefits of insurance coverage, the "certificate holder" must be willing to file a police report, press charges and testify against any relative or former relative of the "certificate holder" who commits or has knowledge of an "identity theft" or "account takeover".

**3. Information Submitted to Us**

The "certificate holder" must send to us, within 60 days after our request, receipts, bills or other records that support the "certificate holder's" claim for "identity recovery expenses".

**4. Services**

The following conditions apply as respects to any services provided by us or our designees to any "certificate holder":

- a. Our ability to provide helpful services in the event of an "identity theft" or "account takeover" depends on the cooperation, permission and assistance of the "certificate holder";
- b. We do not warrant or guarantee that our services or the services of an "identity theft case manager" will affect the outcome, and/or eliminate all problems associated with an "identity theft" or "account takeover" or prevent future "identity thefts" or "account takeovers"; and
- c. All services may not be available or applicable to all individuals. For example, "certificate holders" who are foreign nationals may not have credit records that can be provided or monitored. Also, service in Canada may be different from service in the United States (including its territories and possessions) and Puerto Rico in accordance with local customs.

**G. The following is added to SECTION V - DEFINITIONS:**

- 1. "Account takeover" means the use of another person's accounts by an unauthorized third party.
- 2. "Certificate holder" means an "enrollee" on the "enrollment list" who is named on the Certificate of Coverage.
- 3. "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.
- 4. "Enrolled" means to make written application for this insurance on the prescribed forms. An individual is not "enrolled" until they become an "enrollee" in good standing as determined by the First Named Insured.

5. "Enrollee" means:
  - a. A person or entity in good standing as determined by the First Named Insured and who has paid enrollment costs or dues for the insurance coverage provided in this policy; and
  - b. A person or entity in good standing as determined by the First Named Insured and who has submitted an application per the charter, rules or guidelines for enrollment in the insurance program of the First Named Insured.
6. "Enrollment list" means a list maintained by the First Named Insured which identifies:
  - a. Each "enrollee" who has paid enrollment costs or dues for insurance coverage provided in this policy;
  - b. Each "enrollee" in good standing as determined by the First Named Insured per the charter, rules or guidelines for enrollment in the insurance program of the First Named Insured;
  - c. The address of the "enrollee";
  - d. The type of insurance selected by the "enrollee"; and
  - e. The date the "enrollee's" enrollment in the insurance program became effective.
7. "Identity recovery expenses" means the following when they are reasonable and necessary expenses that are incurred in the "coverage territory" as a direct result of an "identity theft" or "account takeover":
  - a. Costs for re-filing applications for loans, grants or other credit instruments that are rejected solely because the lender received incorrect credit information as a result of an "identity theft" or "account takeover";
  - b. Costs for notarizing affidavits or other similar documents, long distance telephone calls and postage solely as a result of the efforts of a "certificate holder" to report an "identity theft" or "account takeover" or amend or rectify records as to the true name or identity of the "certificate holder" as a result of an "identity theft" or "account takeover";
  - c. Costs for up to twelve credit reports from established credit bureaus dated within twelve months after your knowledge or discovery of an "identity theft" or "account takeover";
- d. Fees and expenses for an attorney approved by us for:
  - (1) Defending any civil suit brought against a "certificate holder" by a creditor or collection agency or entity acting on behalf of a creditor for non-payment of goods or services or default on a loan as a result of an "identity theft" or "account takeover";
  - (2) Challenging any criminal or civil judgment wrongfully entered against a "certificate holder" as a result of the "identity theft" or "account takeover"; or
  - (3) Challenging the accuracy or completeness of any information in a consumer credit report about a "certificate holder" as a result of an "identity theft" or "account takeover";
- e. Actual lost wages of the "certificate holder" for time reasonably and necessarily taken away from work and away from the work premises to respond to a covered "identity theft" or "account takeover". Time away from work includes partial or whole work days. Actual lost wages may include payment for vacation days, discretionary days, floating holidays and paid personal days. Actual lost wages does not include sick days or any loss arising from time taken away from self employment. Also, necessary time off does not include time off to do tasks that could have reasonably been done during non-working hours;
- f. Actual costs for supervision of children or elderly or infirmed relatives or dependents of the "certificate holder", provided by someone other than a relative of the "certificate holder", during time reasonably and necessarily taken away from such care, child care or elder care to respond to a covered "identity theft" or "account takeover"; or
- g. Fees and expenses incurred by a "certificate holder", with our written consent, for any advertising and public relations expenses a "certificate holder" incurs to restore their reputation as a result of a covered "identity theft" or "account takeover".
8. "Identity theft" means the act of knowingly transferring or using, without lawful authority, a means of identification of a "certificate holder" with the intent to commit, or

to aid or abet, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.

"Identity theft" does not include the fraudulent use of a business name, d/b/a or any other method of identifying a business activity.

9. "Identity theft case manager" means one or more individuals assigned by us to assist a "certificate holder" with communications reasonably necessary for re-establishing the integrity of the personal identity of the "certificate holder". This in-

cludes, with the permission and cooperation of the "certificate holder", written and telephone communications with law enforcement authorities, governmental agencies, credit agencies and individual creditors and businesses.

10. "Proactive inquiry" means that the "certificate holder" experiences an event which places him or her at greater risk of "identity theft" including but not limited to situations such as lost or stolen wallet, lost or stolen financial records, serving as an active duty military abroad, or death of a spouse.

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.**

## **COMMUNICABLE DISEASE EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

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

#### **2. Exclusions**

This insurance does not apply to:

##### **Communicable Disease**

"Bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.

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

- a.** Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b.** Testing for a communicable disease;
- c.** Failure to prevent the spread of the disease; or
- d.** Failure to report the disease to authorities.

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

#### **2. Exclusions**

This insurance does not apply to:

##### **Communicable Disease**

"Personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

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

- a.** Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b.** Testing for a communicable disease;
- c.** Failure to prevent the spread of the disease; or
- d.** Failure to report the disease to authorities.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EMPLOYMENT-RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

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

This insurance does not apply to:

"Bodily injury" to:

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

This exclusion applies:

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

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

This insurance does not apply to:

"Personal and advertising injury" to:

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

This exclusion applies:

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

**Designated Construction Project(s):**

**EACH OF THE NAMED INSURED'S CONSTRUCTION PROJECTS**

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

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



of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

- D.** If the applicable designated construction project has been abandoned, delayed, or aban-

doned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE**

**Designated Location(s):**

**EACH LOCATION OWNED, RENTED OR LEASED TO OR BY THE NAMED INSURED**

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

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

- D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connec-

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

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION - ASBESTOS**

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:

**Asbestos**

"Bodily injury" or "property damage" arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.

- 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:

**Asbestos**

"Personal and advertising injury" arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION - CYBER LIABILITY**

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** and Paragraph **2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" or any liability, costs, expenses or damages arising, directly or indirectly, out of or as a consequence of any:

1. "Computer attack";
2. "Network security incident";
3. "Privacy violation"; or
4. Fraudulent communication that impersonates any person or organization that results in the transfer of funds or other property, regardless of the medium or technique used.

- B.** The following are added to **Section V – Definitions**:

1. "Biometric information" means any:
  - a. Biometric identifier including a retina or iris scan, fingerprint, voiceprint, scan of hand or face geometry, or any other personally identifiable measurable biological characteristic of an individual; or
  - b. Biometric information including any information, regardless of how it is captured, converted, stored or shared, based on an individual's biometric identifier used to identify an individual.
2. "Computer attack" means:
  - a. Unauthorized access or authorized access for an unauthorized purpose;
  - b. A "malware attack"; or
  - c. A "denial of service attack";

against any computer, computer system or network of computers or computer systems, including any other machinery or equipment, including their control sys-

tems, which are accessed by or integrated into a computer, computer system or network of computers or computer systems.

3. "Denial of service attack" means an attack against a target computer or network of computers designed to overwhelm the capacity of the target computer or network in order to deny or impede users from gaining access to the target computer or network through the internet.
4. "Malware attack" means an attack that damages a computer, computer system or network of computers or computer systems, including any other machinery or equipment, including their control systems, which are accessed by or integrated into a computer, computer system or network of computers or computer systems, or data contained therein arising from malicious code, including, but not limited to, viruses, worms, Trojans, spyware, keyloggers and ransomware.
5. "Network security incident" means a security failure or weakness with respect to a computer, computer system or network of computers or computer systems which allowed one or more of the following to happen:
  - a. The propagation or forwarding of malware, including, but not limited to, viruses, worms, Trojans, spyware, keyloggers and ransomware;
  - b. The abetting of a "denial of service attack" against one or more other systems;
  - c. The loss, release or disclosure of data;
  - d. The inability to access a computer system;
  - e. The unauthorized access to a computer system.
6. "Privacy law" means any law, statute or regulation enacted or promulgated by or on behalf of any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity that cre-

ates legally enforceable responsibilities with respect to:

- a. The collection, use, storage, disclosure, disposal, sharing or disseminating as well as correction or supplementation of personally identifying information, including, but not limited to, "biometric information"; or
- b. The adoption and communication of, as well as compliance with, a "privacy policy".

"Privacy laws" include, but are not limited to, the European Union General Data Protection Regulation, the California Consumer Privacy Act and the Illinois Biometric Information Privacy Act.

- 7. "Privacy policy" means an entity's policy for collection, use, storage, disclosure, disposal, sharing, disseminating and correction or supplementation of personally identifying information, including, but not limited to, "biometric information".
- 8. "Privacy violation" means failure to comply for any reason with a "privacy law" or "privacy policy".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION - PERFLUORINATED COMPOUNDS (PFC) AND PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)**

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 and Paragraph 2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:**

This insurance does not apply to:

1. "Bodily injury", "property damage", "personal and advertising injury" or any liability, costs, expenses, damages or any other form of relief, remedy or recovery that may be awarded or incurred arising, directly or indirectly, out of or as a consequence of "PFC/PFAS", including but not limited to:
  - a. Any adverse health effects associated with or arising from the disruption of the endocrine system of any person or animal;
  - b. Manufacturing, handling, sale, distribution, marketing, installation, repair, removal, abatement, replacement or handling of "PFC/PFAS" or products containing "PFC/PFAS";
  - c. An actual, alleged or threatened discharge, dispersal, seepage, migration or release of "PFC/PFAS" whether intentional or unintentional; or
  - d. Consumption, ingestion, presence, inhalation or use of, contact with or exposure to "PFC/PFAS", whether by direct or passive exposure.
2. Any loss, cost or expense arising out of any:
  - a. Request, demand, order, or other requirement, whether statutory or regulatory, that any insured or others test for, investigate for, monitor, clean up, abate, remove, remediate, contain, treat, detoxify or neutralize, dispose of, or in any way respond to, or assess the effects of "PFC/PFAS"; or

- b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, investigating for, monitoring, cleaning up, abating, removing, remediating, containing, treating, detoxifying or neutralizing, disposing of, or in any way responding to or assessing the effects of "PFC/PFAS".

**B. The following definition is added to Section V - Definitions:**

"PFC/PFAS" means:

1. Any substance, material or compound that is or contains perfluorinated compounds or per- and polyfluoroalkyl substances, including but not limited to perfluorobutanoic acid (PFBA), perfluorohexanoic acid (PFHxA), perfluoroheptanoic acid (PFHpA), perfluorooctanoic acid (PFOA), perfluorononanoic acid (PFNA), perfluorodecanoic acid (PFDA), perfluoroundecanoic acid (PFUnA), perfluorododecanoic acid (PFDoDA), perfluorooobutane sulfonic acid (PFBS), perfluorohexane sulfonic acid (PFHxS), perfluorooctane sulfonic acid (PFOS), perfluorooctane sulfonamide (FOSA), perfluorodecane sulfonate (PFDS), perfluoroundecanoic acid (PFUnA), perfluorododecanoic acid (PFDoA), perfluorotridecanoic acid (PFTTrDA), perfluorotetradecanoic acid (PFTeDA) or 6:2 Fluorotelomer sulfonate (6:2 FTS);
2. Any substance, material or compound that is identified or acknowledged by any federal, state, international or other governmental agency or authority, including but not limited to the United States Environmental Protection Agency (EPA), the Centers for Disease Control and Prevention (CDC), the Agency for Toxic Substances and Disease Registry (ATSDR), the National Institutes for Health (NIH) or the International Agency for Research on Cancer (IARC);

- a. As or to contain a perfluorinated compound or a per-and polyfluoroalkyl substance; or
  - b. To exhibit or demonstrate the same or similar harmful properties as a perfluorinated compound or a per-and polyfluoroalkyl substance;
3. Any constituents, additives, degradation, break down, or byproducts to or of any substance, material or compound set forth in subparagraphs 1. or 2. above, in-

cluding but not limited to homologues, isomers, salts, esters, alcohols, acids, and precursor chemicals, compounds and derivatives.

The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollutant or pollution exclusion, do not exclude coverage for "PFC/PFAS" related "bodily injury", "property damage", "personal and advertising injury", expense, loss, demand, claim, liability or legal obligation.



**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 - COVERAGES. 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" caused directly or indirectly, in whole or in part, by any actual, alleged or threatened:

- (1) Inhalation of;
- (2) Ingestion of;
- (3) Contact with;
- (4) Absorption of;
- (5) Exposure to;
- (6) Existence of; or
- (7) Presence of,

any "fungi" or bacteria on or within a building or structure, including its contents, whether occurring suddenly or gradually;

- b.** Any loss, cost or expense associated in any way with, or arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, mitigating or disposing of, or in any way responding to, investigating, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity;

- c.** Any liability, with respect to "fungi" or bacteria, arising out of, resulting from, caused by, contributed to, or in any way related to any supervision, instruction, recommendation, warning or advice given or which should have been given in connection with:

- (1) The existence of "fungi" or bacteria;

- (2) The prevention of "fungi" or bacteria;

- (3) The remediation of "fungi" or bacteria;

- (4) Any operation described in Paragraph **A. 2. b.** above;

- (5) "Your product"; or

- (6) "Your work"; or

- d.** Any obligation to share damages with or repay any person, organization or entity, related in any way to the liability excluded in Paragraphs **A. 2. a., b. or c.** above;

regardless of any other cause, event, material, product and / or building component that contributed concurrently or in any sequence to the injury or damage.

However this exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for human ingestion.

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

#### **2. Exclusions**

This insurance does not apply to:

##### **Fungi or Bacteria**

- a.** "Personal and advertising injury" caused directly or indirectly, in whole or in part, by any actual, alleged or threatened:

- (1) Inhalation of;

- (2) Ingestion of;

- (3) Contact with;

- (4) Absorption of;

- (5) Exposure to;

- (6) Existence of; or

- (7) Presence of,

any "fungi" or bacteria on or within a building or structure, including its contents, whether occurring suddenly or gradually;

- b.** Any loss, cost or expense associated in any way with, or arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, mitigating or disposing of, or in any way responding to, investigating, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity;
- c.** Any liability, with respect to "fungi" or bacteria, arising out of, resulting from, caused by, contributed to, or in any way related to any supervision, instruction, recommendation, warning or advice given or which should have been given in connection with:
  - (1)** The existence of "fungi" or bacteria;
  - (2)** The prevention of "fungi" or bacteria;
  - (3)** The remediation of "fungi" or bacteria;

**(4)** Any operation described in Paragraph **B. 2. b.** above;

**(5)** "Your product"; or

**(6)** "Your work"; or

- d.** Any obligation to share damages with or repay any person, organization or entity, related in any way to the liability excluded in Paragraphs **B. 2. a., b. or c.** above;

regardless of any other cause, event, material, product and / or building component that contributed concurrently or in any sequence to the injury or damage.

However this exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for human ingestion.

- C.** For the purposes of this endorsement, **SECTION V - DEFINITIONS** is amended to include the following:

"Fungi" means any type or form of fungus, and includes, but is not limited to, any form or type of mold, mushroom or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDMENT - POLLUTANT DEFINITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**Section V - Definitions**, "Pollutants" is replaced by the following:

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum byproducts, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:

- a. The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or
- b. The insured uses, generates or produces the "pollutants".

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COMMERCIAL GENERAL LIABILITY AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name of Person(s) or Organization(s):**

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

The following does not apply to "your work" performed for the person(s) or organization(s) shown in the Schedule.

#### **A. Known Injury Or Damage Provision**

**Section I - Coverage A - Bodily Injury And Property Damage Liability, 1. Insuring Agreement, b.(3) and c.** are replaced by the following:

- (3) Prior to the "coverage term", 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 "coverage term", 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 "coverage term" will be deemed to have been known prior to the "coverage term".

- c. "Bodily injury" or "property damage" which occurs during the "coverage term" and was not, prior to the "coverage term", 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 "coverage term".

#### **B. Expected Or Intended Injury**

If the Expected Or Intended Injury exclusion is not otherwise modified by any endorsement to this Coverage Part, Exclusion 2.a. **Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

##### **a. Expected Or Intended Injury**

"Bodily injury" or "property damage" which may reasonably be expected to result from the intentional or criminal acts of the insured or which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

#### **C. Contractual Liability**

If the Contractual Liability exclusion under Coverage A or Coverage B is not otherwise modified by any endorsement to this Coverage Part, 1. - 4. below applies:

1. Paragraph **b.(2)** under exclusion **2.b. Contractual Liability, Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

(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", when a claim or "suit" for "bodily injury" or "property damage" is made, we will defend or reimburse persons or organizations that are not insureds for reasonable costs incurred for defense, provided:

- (a) The obligation to defend, or the cost of the defense of, such persons or organizations, has been assumed by the insured in the same "insured contract";
- (b) The claim or "suit" against such persons or organizations giving rise to the defense obligation seeks damages for which the insured has assumed the liability of such persons or organizations in the same "insured contract";
- (c) This insurance applies to such liability assumed by the insured; and
- (d) We have not used up the applicable limit of insurance.

Such defense payments will not reduce the limits of insurance.

Our obligation to defend or reimburse persons or organizations that are not insureds for reasonable costs incurred for defense ends when the terms of the "insured contract" no longer require such defense.

2. Exclusion **2.e. Contractual Liability** under **Section I - Coverage B - Personal And Advertising Injury Liability**, is replaced by the following:

**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:

- (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 "personal and advertising injury" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", when a claim or "suit" for "personal and advertising injury" is made, we will defend or reimburse persons or organizations that are not insureds for reasonable costs incurred for defense, provided:

- (a) The obligation to defend, or the cost of the defense of, such persons or organizations, has been assumed by the insured in the same "insured contract";
- (b) The claim or "suit" against such persons or organizations giving rise to the defense obligation seeks damages for which the insured has assumed the liability of such persons or organizations in the same "insured contract";
- (c) This insurance applies to such liability assumed by the insured; and
- (d) We have not used up the applicable limit of insurance.

Such defense payments will not reduce the limits of insurance.

Our obligation to defend or reimburse persons or organizations that are not insureds for reasonable costs incurred for defense ends when the terms of the "insured contract" no longer require such defense.

3. Paragraph **2.** under **Supplementary Payments - Coverages A and B** is deleted.

4. Paragraph **9.f.** of the definition of "Insured contract" under **Section V - Definitions** is replaced by the following:

- 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", "property damage" or "personal and advertising injury" 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", "property damage" or "personal and advertising injury" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection, architectural or engineering activities;
- (4) That indemnifies an advertising, public relations or media consulting firm for "personal and advertising injury" arising out of the planning, execution or failure to execute marketing communications programs. Marketing communications programs include but are not limited to comprehensive marketing campaigns; consumer, trade and corporate advertising for all media; media planning, buying, monitoring and analysis; direct mail; promotion; sales materials; design; presentations; point-of-sale materials; market research; public relations and new product development;
- (5) Under which the insured, if an advertising, public relations or media consulting firm, assumes liability for "personal and advertising injury" arising out of the insured's rendering or failure to render professional services, including those services listed in Paragraph (4), above;

- (6) That indemnifies a website designer or content provider, or Internet search, access, content or service provider for injury or damage arising out of the planning, execution or failure to execute Internet services. Internet services include but are not limited to design, production, distribution, maintenance and administration of websites and web banners; hosting websites; registering domain names; registering with search engines; marketing analysis; and providing access to the Internet or other similar networks; or
- (7) Under which the insured, if a website designer or content provider, or Internet search, access, content or service provider, assumes liability for injury or damage arising out of the insured's rendering or failure to render Internet services, including those listed in Paragraph (6), above.

#### **D. Pollution**

If the Pollution exclusion under Coverage **A** is not otherwise modified by any endorsement to this Coverage Part, the following applies:

1. Subparagraph **f.(1)(a)(i)** of Exclusion **2.f. Pollution** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

- (i) "Bodily injury" to any person injured while on any premises, site or location owned or occupied by, or rented or loaned to, you provided:
  - 1) The injury is caused by the inadequate ventilation of vapors;
  - 2) The person injured is first exposed to such vapors during the "coverage term"; and
  - 3) Within 30 days of such first exposure, the person injured is clinically diagnosed or treated by a physician for the medical condition caused by the exposure to such vapors. However, Paragraph **3)** does not apply if the "bodily injury" is caused by vapors 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.

This exception **(i)** shall apply only to Named Insureds; we shall have no duty

to defend or pay damages for any person or organization that is not a Named Insured. However, this paragraph does not apply if the "bodily injury" is caused by vapors 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.

For the purpose of the exception granted in Paragraph **(i)** only, vapors means any gaseous or airborne irritant or airborne contaminant, including smoke, fumes, vapor or soot, but excluding asbestos, which is discharged, dispersed, released or escapes from materials, machinery or equipment used in the service or maintenance of the premises. Vapors does not mean any gaseous or airborne irritants or contaminants used in a manufacturing process or which is the product or by-product of any manufacturing process;

2. Subparagraph **f.(1)(d)(i)** of Exclusion **2.f. Pollution** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

- (i)** "Bodily injury" or "property damage" arising out of the discharge, dispersal, seepage, migration, release, escape or emission of fuels, lubricants or other operating fluids, or exhaust gases, which are needed to perform, or are the result of, 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, or exhaust gases, escape, seep or migrate, or are discharged, dispersed or released from a vehicle part designed to hold, store or receive them. This exception does not apply if the fuels, lubricants or other operating fluids, or exhaust gases, escape, seep or migrate, or are discharged, dispersed or released with the intent to cause "bodily injury" or "property damage" or with the knowledge that "bodily injury" or "property damage" is substantially certain to occur, or if such fuels, lubricants or other operating fluids, or exhaust gases, are brought on or to the premises, site or location with such intent to escape, seep or migrate, or be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

#### **E. Aircraft, Auto Or Watercraft**

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

- (a)** Less than 51 feet long; and

#### **F. Damage To Premises Rented To You**

If Damage To Premises Rented To You under Coverage **A** is not otherwise modified on this Coverage Part, **1. - 5.** below applies:

1. The first exception (Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply...) to Exclusion **2.j. Damage To Property** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in Section **III - Limits Of Insurance**.

2. The last paragraph (Exclusions **c.** through **n.** do not apply...) of Paragraph **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in Section **III - Limits Of Insurance**.

3. Paragraph **6.** of **Section III - Limits Of Insurance** is replaced by the following:

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 or explosion, while rented to you or temporarily occupied by you with permission of the owner.

4. Paragraph **9.a.** of the definition of "Insured contract" under **Section V - Definitions** is replaced by the following:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire or explosion to premises while rented to you or temporarily occupied



by you with permission of the owner is not an "insured contract";

5. Paragraph **4.b.(1)(a)(ii)** of Condition **4. Other Insurance** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

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

**G. Known Injury Or Damage Provision - Personal And Advertising Injury Liability**

If **Section I - Coverage B - Personal And Advertising Injury Liability** is not otherwise excluded by any endorsement to this Coverage Part, **1. Insuring Agreement, b.** is replaced with the following and adding **c.** and **d.**:

- b.** This insurance applies to "personal and advertising injury" only if:

- (1) The "personal and advertising injury" is caused by an offense arising out of your business;
- (2) The "personal and advertising injury" offense was committed in the "coverage territory" during the policy period; and
- (3) Prior to the "coverage term", 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 offense or claim, knew that the "personal and advertising injury" offense had been committed or had begun to be committed, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the "coverage term", that the "personal and advertising" offense was committed, then any continuation, change or resumption of such "personal and advertising injury" offense during or after the "coverage term" will be deemed to have been known prior to the "coverage term".

- c.** "Personal and advertising injury" caused by an offense which was committed during the "coverage term" and was not, prior to the "coverage term", known to have been committed 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 offense or claim, includes any continuation, change, or resumption of that "personal and advertising injury" after the end of the "coverage term".

- d.** "Personal and advertising injury" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an offense or claim:

- (1) Reports all, or any part, of the "personal and advertising injury" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "personal and advertising injury"; or
- (3) Becomes aware by any other means that the offense had been committed or had begun to be committed.

**H. Medical Payments**

If **Section I - Coverage C - Medical Payments** is not otherwise excluded by any endorsement to this Coverage Part, Paragraph **1. Insuring Agreement, a.(b) of Coverage C - Medical Payments** is replaced by the following:

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

**I. The following are added to Section IV - Commercial General Liability Conditions:**

**1. Liberalization**

If, within 60 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part as of the latter of:

- a.** The date we implemented the change in your state; or
- b.** The date this Coverage Part became effective; and

will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

**2. Two Or More Coverage Forms Or Policies Issued By Us**

If this Coverage Part and any other Coverage Form, Coverage Part or policy issued to you by us or any company affiliated with us apply to the same "occurrence" or "personal and advertising injury" offense, the aggregate maximum limit of insurance under all the Coverage Forms, Coverage

Parts or policies shall not exceed the highest applicable limit of insurance under any one Coverage Form, Coverage Part or policy. This condition does not apply to any Coverage Form, Coverage Part or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Part.

## **J. Excess Wrap Up**

**Section IV - Commercial General Liability Conditions, 4. Other Insurance, b. Excess Insurance, (1)** is amended to add the following:

(c) Any other insurance:

- (i) Whether primary, excess, contingent or on any other basis, except when such insurance is written specifically to be excess over this insurance; and
- (ii) That is wrap-up insurance on which you are an enrolled contractor. As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

## **K. Advertisement Definition**

The definition of "Advertisement" under **Section V - Definitions** is replaced by the following:

1. "Advertisement" means a notice that is broadcast, telecast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. "Advertisement" includes a publicity article. 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 websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".

## **L. Coverage Term Definition**

1. Adding the following definition under **Section V - Definitions**:

"Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:

- a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at 12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:

- (1) The day the policy period shown in the Declarations ends; or
- (2) The day the policy to which this Coverage Part is attached is terminated or cancelled.

- b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".

2. Exclusion **2.c. Material Published Prior To Policy Period** under **Section I - Coverage B - Personal And Advertising Injury Liability** is replaced by the following:

- c. **Material Published Prior To Coverage Term**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the later of the following:

- (1) The inception of this Coverage Part; or
- (2) The "coverage term" in which insurance coverage is sought.

3. The last paragraph of **Section III - Limits Of Insurance** is replaced by the following:

The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

## **M. Leased Worker Definition**

The definition of "Leased worker" under **Section V - Definitions** is replaced by the following:

"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" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".

**N. Suit Definition**

The definition of "Suit" under **Section V - Definitions** is amended by the adding the following:

- c.** An appeal of a civil proceeding.

# NOTICE TO POLICYHOLDERS

## GENERAL LIABILITY REWRITE 2020

This is a summary of the major changes in your policy. NO COVERAGE IS PROVIDED BY THIS SUMMARY. Nor can it be construed to replace any provision of your policy. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE CAREFULLY for complete information on the coverages that you are provided. If there is any conflict, between the policy and this summary, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

The major areas within the policy that broaden or reduce coverage, and other changes, are highlighted below. This notice does not reference every editorial change made in your policy. We have followed the policy sequence of provisions in setting out this material.

### COMMERCIAL GENERAL LIABILITY COVERAGE FORMS CG 00 01 04 13 and CG 00 02 04 13

Previously we used our own proprietary Commercial General Liability Coverage Form, **GA 101**. We will now use ISO's CGL form, **CG 00 01** in addition to a CIC proprietary CGL Amendatory endorsement that contains features from the **GA 101** that we are retaining. The following were previously built into the **GA 101** and are now attached by endorsement. These changes reflect no impact in coverage:

Employment-Related Practices Exclusion **CG 21 47**; Asbestos Exclusion **GA 3064**; Pollutant Definition Amendatory **GA 4531**; Commercial General Liability Amendatory Endorsement **GA 4533**; Nuclear Energy Liability Exclusion (Broad Form) **IL 00 21**.

Below reflects the changes taking place from our previous **GA 101** to ISO's **CG 00 01** with our Commercial General Liability Amendatory Endorsement **GA 4533**.

#### A. BROADENING OF COVERAGE

1. Coverage **A** – Exclusion **2.c.** (Liquor Liability) is revised to provide an exception with respect to allowing a person to bring alcoholic beverages onto the named insured's premises for consumption on the named insured's premises.
2. Coverage **A** – Exclusion **2.p.** (Electronic Data) is revised to introduce an exception for liability for damages because of bodily injury.

#### B. OTHER CHANGES

1. Coverage **A** – Exclusion **2.c.** (Liquor Liability) is revised to reinforce that the exclusion applies even if claims against an insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others, or providing or failing to provide transportation with respect to any person that may be under the influence of alcohol.
2. Coverage **A** – Exclusion **2.g.** (Aircraft, Auto Or Watercraft) is revised to delete reference to "in the state".
3. Coverage **A** – Exclusion **2.q.** and Coverage **B** – Exclusion **2.p.** (Recording And Distribution Of Material Or Information In Violation Of Law). This exclusion replaces the current Distribution of Material in Violation of Statutes Exclusion. The revised exclusion contains language that elaborates on the intent of the Distribution of Material in Violation of Statutes Exclusion to reflect that, in addition to the TCPA and CAN-SPAM Act of 2003, the exclusion will more explicitly exclude liability coverage for bodily injury, property damage or personal and advertising injury arising out of any action or omission that violates, or is alleged to violate, the Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA) and any other similar federal, state or local statute, ordinance or regulation concerning disposal and dissemination of personal information.
4. Coverage **B** – Exclusions **2.b.** and **2.c.** (Material Published With Knowledge Of Falsity and Material Published Prior To Policy Period) are revised to reference "in any manner", with respect to oral or written publication, for consistency with the definition of personal and advertising injury.
5. Coverage **B** – Exclusion **i.** (Infringement Of Copyright, Patent, Trademark Or Trade Secret) is revised to reinforce that the exclusion does not apply to coverage for personal and advertising injury arising out of infringement of other intellectual property rights involving the use of another's advertising idea in your advertisement.
6. The Supplementary Payments Section in your policy provides coverage for your defense costs with respect to any claim we investigate or settle, or any suit against you that we defend. The Supplementary Payments Section has been revised to reinforce that coverage is provided for court costs taxed

against you, but this section does not provide coverage for plaintiff's attorneys' fees or attorneys' expenses taxed against you. While this change is considered to be a reinforcement of coverage intent, it may result in a decrease in coverage in jurisdictions where courts have ruled that plaintiff expenses taxed against the insured can be levied as a supplementary payment.

## **C. CONDITIONS**

### **OTHER CHANGES**

Condition 4. (Other Insurance) is generally revised so that the insurance provided is excess over any other insurance for which the named insured has been added as an additional insured, whether by endorsement or any other means.

## **D. DEFINITIONS**

### **OTHER CHANGES**

1. Definition 2. (Auto) is revised to delete reference to "in the state" with respect to where a vehicle is licensed or principally garaged.
2. Definition 12. (Mobile Equipment) is revised to delete reference to "in the state" with respect to where a vehicle is licensed or principally garaged.

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## **LIQUOR LIABILITY COVERAGE FORMS CG 00 33 04 13 and CG 00 34 04 13**

**A. BROADENING OF COVERAGE** We have included trusts as Named Insureds. In addition, trustees have been included as insureds but only with respect to their duties as trustees.

### **B. OTHER CHANGES**

1. Definition 5. (Injury) is revised to reinforce that coverage is provided for bodily injury or property damage, as well as any related care, loss of service or loss of support.
2. The Supplementary Payments Section in your policy provides coverage for your defense costs with respect to any claim we investigate or settle, or any suit against you that we defend. The Supplementary Payments Section has been revised to reinforce that coverage is provided for court costs taxed against you, but this section does not provide coverage for plaintiff's attorneys' fees or attorneys' expenses taxed against you. While this change is considered to be a reinforcement of coverage intent, it may result in a decrease in coverage in jurisdictions where courts have ruled that plaintiff expenses taxed against the insured can be levied as a supplementary payment.

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## **CONTRACTOR'S ERRORS AND OMISSIONS COVERAGE FORM CLAIMS-MADE GA 117 09 20**

1. The General Liability Professional Liability exclusion is revised to expressly address, in part, claims alleging negligence or other wrongdoing in the hiring, employment, training, supervision or monitoring of others by any insured. If you have an umbrella, it will contain similar language. This change is considered a clarification in coverage.
2. The Supplementary Payments Section is revised to reinforce that coverage is provided for court costs taxed against you, but this section does not provide coverage for plaintiff's attorneys' fees or attorneys' expenses taxed against you. While this change is considered to be a reinforcement of coverage intent, it may result in a decrease in coverage in jurisdictions where courts have ruled that plaintiff expenses taxed against the insured can be levied as a supplementary payment.
3. A Fungi or Bacteria exclusion is added.
4. The definition of claim is added to include consequential loss.

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<b>CONTRACTOR'S LIMITED POLLUTION LIABILITY COVERAGE FORM</b>	<b>GA 119 09 20</b>
<b>GOLF COURSE CHEMICAL APPLICATION LIMITED LIABILITY COVERAGE FORM</b>	<b>GA 120 09 20</b>
<b>CHEMICAL DRIFT LIMITED LIABILITY COVERAGE FORM - CLAIMS-MADE</b>	<b>GA 125 09 20</b>

1. The Aircraft, Auto, Rolling Stock Or Watercraft exclusion is revised to expressly address, in part, claims alleging negligence or other wrongdoing in the hiring, employment, training, supervision or monitoring of

others by any insured. If you have an umbrella, it will contain similar language. This change is considered a clarification in coverage.

2. Adding an Employment-Related Practices exclusion. While this exclusion is a reinforcement of coverage intent, it may result in a decrease in coverage in jurisdictions where coverage would have otherwise applied. For that reason, we are listing it as a decrease.
3. The Supplementary Payments Section is revised to reinforce that coverage is provided for court costs taxed against you, but this section does not provide coverage for plaintiff's attorneys' fees or attorneys' expenses taxed against you. While this change is considered to be a reinforcement of coverage intent, it may result in a decrease in coverage in jurisdictions where courts have ruled that plaintiff expenses taxed against the insured can be levied as a supplementary payment.

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## **MANUFACTURER'S ERRORS AND OMISSIONS COVERAGE FORM - CLAIMS-MADE GA 121 09 20**

The Professional Liability exclusion in the form is revised to expressly address, in part, claims alleging negligence or other wrongdoing in the hiring, employment, training, supervision or monitoring of others by any insured. If you have an umbrella, it will contain similar language. This change is considered a clarification in coverage.

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## **SERVICES ERRORS AND OMISSIONS COVERAGE EXTENSION GA 122 09 20**

1. The Aircraft, Auto Or Watercraft exclusion is revised to expressly address, in part, claims alleging negligence or other wrongdoing in the hiring, employment, training, supervision or monitoring of others by any insured. If you have an umbrella, it will contain similar language. This change is considered a clarification in coverage.
2. The Liquor Liability exclusion is revised to reinforce that the exclusion applies even if claims against an insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others, or providing or failing to provide transportation with respect to any person that may be under the influence of alcohol.

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## **SEPTIC SYSTEMS DESIGN AND INSPECTION ERRORS AND OMISSIONS COVERAGE FORM GA 123 09 20**

The Aircraft, Motor Vehicle Or Watercraft exclusion is revised to expressly address, in part, claims alleging negligence or other wrongdoing in the hiring, employment, training, supervision or monitoring of others by any insured. If you have an umbrella, it will contain similar language. This change is considered a clarification in coverage.

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## **REDUCTIONS**

### **CG 20 11 12 19 ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES**

### **CG 20 24 12 19 ADDITIONAL INSURED - OWNERS OR OTHER INTERESTS FROM WHOM LAND HAS BEEN LEASED**

This change is also contained in the GL Extended/Broadened endorsements: **GA 210 09 20; GA 227 09 20; GA 233 09 20; GA 256 09 20; GA 262 09 20; GA 264 09 20; GA 267 09 20; GCP 202 09 20; GCP 203 09 20; GCP 204 09 20.**

These endorsements are revised to delete "arising out of" and add specific language that provides an additional insured with coverage for their vicarious or contributory negligence only. When these endorsements are attached to your policy, there may be a reduction in coverage for those states in which:

- Named insureds are permitted to contractually hold harmless an additional insured for that additional insured's sole negligence; and
- Courts have enabled coverage for the sole negligence of the additional insured.

### **CG 21 50 04 13 AMENDMENT OF LIQUOR LIABILITY EXCLUSION**

### **CG 21 51 04 13 AMENDMENT OF LIQUOR LIABILITY EXCLUSION - EXCEPTION FOR SCHEDULED PREMISES OR ACTIVITIES**

These endorsements are revised to indicate that the liquor liability exclusion will apply if a named insured permits any person to bring any alcoholic beverages on the named insured's premises, for consumption on the named insured's premises.

#### **CG 21 47 12 07 EMPLOYMENT-RELATED PRACTICES EXCLUSION**

The Employment-Related Practices Exclusion is revised to reinforce that, when this endorsement is attached to your policy, coverage is not provided for any injury to a person associated with the employment of that person, whether it occurs before employment, during employment or after employment of that person. Additionally, the exclusion is revised to reinforce that coverage does not apply for injury to a person caused by the malicious prosecution of that person.

While these changes are each a reinforcement of coverage intent, they may result in a decrease in coverage in jurisdictions where courts have ruled the exclusion to be inapplicable in employment-related malicious prosecution claims and/or post-employment claims. For that reason, out of caution, we are listing it as a decrease. This exclusion was previously built into our Commercial General Liability Coverage Form, **GA 101** and is now added separately to the **CG 00 01**.

#### **CG 22 97 12 19 PHARMACISTS - BROADENED COVERAGE**

This endorsement is revised to:

- Generally address state or federal laws affecting the professional services provided by pharmacists;
- Amend the exclusion for willful violation of a penal statute or ordinance to apply to the willful violation of applicable state or federal laws governing pharmacists, not just sales of pharmaceuticals;
- Add negligent supervision-related language; and
- Other editorial changes.

There is no impact on coverage. However, the negligent supervision provision may result in a reduction in coverage in states where courts have ruled professional services exclusions to be inapplicable to negligent supervision claims and other similar types of claims.

#### **OTHER**

#### **CG 21 41 12 19 EXCLUSION - INTERCOMPANY PRODUCTS SUITS**

This endorsement is revised to include the term "suit" within the endorsement, for consistency with language used in the new cross suits liability exclusion endorsements and is a clarification of coverage intent.

#### **CG 22 65 12 19 OPTICAL AND HEARING AID ESTABLISHMENTS**

This endorsement is revised to replace "including" with "the following" in the Insuring Agreement provision and other editorial revisions. This is a reinforcement of coverage intent and has no impact on coverage.

#### **CG 22 70 04 13 REAL ESTATE PROPERTY MANAGED**

This endorsement is revised to reinforce that the insurance provided is excess over any other insurance available, whether such insurance is primary or excess.

#### **CG 21 50 04 13 AMENDMENT OF LIQUOR LIABILITY EXCLUSION**

#### **CG 21 51 04 13 AMENDMENT OF LIQUOR LIABILITY EXCLUSION - EXCEPTION FOR SCHEDULED PREMISES OR ACTIVITIES**

These endorsements are revised to reinforce that the exclusion applies even if claims against an insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others, or providing or failing to provide transportation with respect to any person that may be under the influence of alcohol. Additionally, the endorsements are revised to indicate that the liquor liability exclusion will apply if a named insured permits any person to bring any alcoholic beverages on the named insured's premises, for consumption on the named insured's premises.

#### **CG 20 17 12 19 ADDITIONAL INSURED - UNIT-OWNERS OF TOWNHOUSE OR HOMEOWNER ASSOCIATIONS**

This endorsement is revised to include unit-owners of homeowner associations. In addition, a provision is added to address restriction of coverage to the unit-owner for liability arising out of maintenance, use or repair of a portion of the premises (common area) that is reserved for the unit-owner's exclusive use or occupancy, e.g., assigned parking area, garden plot, storage closets or lockers.

With respect to unit-owners of homeowner associations, this represents a broadening of coverage. With respect to unit-owners of townhouse associations, the provision restricting additional insured status for a unit-owner's liability arising out of the ownership, maintenance, use or repair of that portion of the premises which is reserved

for the unit-owner's exclusive use or occupancy may be a reduction in coverage. The endorsement number for this was previously **GA 479**.

#### **CG 22 36 12 19 EXCLUSION - LIMITED PRODUCTS AND PROFESSIONAL SERVICES - PHARMACISTS**

This endorsement is revised to limit the products/completed operations hazard exclusion to apply only to bodily injury or property damage arising out of the insured's products dispensed or sold in connection with the pharmacist's services, e.g., prescription drugs. If the attachment of this endorsement replaces the prior version of **CG 22 36**, it may result in a broadening of coverage. The attachment of this endorsement to a policy not containing the prior version of **CG 22 36** results in a reduction of coverage.

#### **CG 22 69 12 19 PHARMACISTS**

This endorsement is revised to:

- Generally address state or federal laws affecting the professional services provided by pharmacists;
- Amend the exclusion for willful violation of a penal statute or ordinance to apply to the willful violation of applicable state or federal laws governing pharmacists, not just sales of pharmaceuticals;
- Amend the exclusion for certain specific services performed by a pharmacist to apply to all tests, not just blood tests;
- Remove managing drug therapy from the exclusion for certain specific services performed by a pharmacist; and
- Other editorial changes.

With respect to removal of managing drug therapy from the exclusion of certain specified services, this change may be considered a broadening in coverage. With respect to the amendment to the willful violation exclusion and the amendment to the exclusion for certain specified services related to tests, these changes may result in a reduction of coverage. Other changes have no impact on coverage.

#### **GA 399 09 20 EXCLUSION - TOBACCO OR NICOTINE PRODUCTS**

This endorsement is revised from excluding liability or damages from health hazards arising out of tobacco or nicotine products to excluding bodily injury, property damage or personal and advertising injury arising out of tobacco or nicotine products. This is a clarification of coverage.

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#### **BASIC FARM PREMISES LIABILITY ENDORSEMENT FL 04 11 04 16 PERSONAL LIABILITY ENDORSEMENT FL 04 12 04 16 BROAD FARM PREMISES LIABILITY ENDORSEMENT FL 04 37 04 16**

We are making revisions to the Professional Services Exclusion in these endorsements to address liability for negligent supervision claims caused by the rendering of, or failure to render, professional services. This is a reinforcement of coverage. However, this change may result in a reduction in coverage in states where courts have ruled professional services exclusions to be inapplicable to negligent supervision claims and other similar types of claims.

#### **FL 05 62 04 16 AMENDMENT OF INSURED CONTRACT DEFINITION ENDORSEMENT**

In response to the growing number of states enacting "anti-indemnification laws", we have revised the "insured contract" definition to provide that a contract under which the insured assumes the tort liability of another party to pay for bodily injury or property damage to a third party shall only be considered an insured contract to the extent that the named insured's assumption of the tort liability is permitted by law. This also applies with respect to Coverage **M** – Chemical Drift Liability Coverage and Coverage **N** – Limited Crop Dusting Coverage (if made part of the Policy) when the named insured assumes the tort liability of another party to pay a third person or organization for physical injury to crops or animals.

When this endorsement is used, an insured will not be provided coverage for the tort liability such insured assumes of another party to the extent that the assumption of such liability is prohibited in a particular jurisdiction.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A. Exclusion 2.q. of Section I - Coverage A - Bodily Injury And Property Damage Liability** is deleted in its entirety and replaced by the following:

#### **2. Exclusions**

This insurance does not apply to:

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

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

- (1)** The Telephone Consumer Protection Act (TCPA) or any similar state, local or foreign law, 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.

- B. Exclusion 2.p. of Section I - Coverage B - Personal And Advertising Injury Liability** is deleted in its entirety and replaced by the following:

#### **2. Exclusions**

This insurance does not apply to:

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

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

- (1)** The Telephone Consumer Protection Act (TCPA) or any similar state, local or foreign law, 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.