This policy consists of:

- Common Policy Declarations
- Common Policy Conditions
- Summary of Premiums
- One or More Coverage Parts

Each coverage part consists of:

- One or More Coverage Forms
- Conditions Applicable to Each Coverage Part
- Applicable Endorsements
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.cinf.com ■ 513-870-2000

COMMON POLICY DECLARATIONS

<table>
<thead>
<tr>
<th>DECLARATIONS</th>
<th>POLICY NUMBER</th>
<th>RGP 000 00 03</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAMED INSURED</td>
<td>HAND MADE ARTISANS RISK PURCHASING GROUP LLC</td>
<td>EACH &quot;CERTIFICATE HOLDER&quot;</td>
</tr>
</tbody>
</table>

ADDRESS  
(Number & Street,  
Town, County;  
State & Zip Code)  
6860 W SNOWVILLE ROAD, SUITE 110  
BRECKSVILLE OH  44141

Previous Policy Number:  
RGP 000 00 03

Policy Period:  
AT 12:01 A.M., STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE  
All coverages except Automobile and / or Garage  
Policy number: RGP 000 00 03  
FROM: 03-01-2018  TO: 03-01-2021

Automobile and / or Garage  
Policy number:  
FROM:  
TO:  
Agency  
LUCE, SMITH & SCOTT INC 34-700  
City  
BRECKSVILLE OH  
(440)746-1700

Legal Entity / Business Description  
RISK PURCHASING GROUP

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: (show numbers)  
IA4330 03/08  IA102 09/08  IL0017 11/98  IA41210H 01/16  
IA4442 05/14  IA4087 08/11  IA4236 01/15  IA4338 05/11  
IP446 08/01  IA319 01/15  R41A402 01/15  R4GA207 01/15  
GA501 10/01

MY4  
02-28-2018

Countersigned ___________________________  By ___________________________  (Date)  (Authorized Representative)

ORIGINAL  
IA 501 01 12
FORMS AND ENDORSEMENTS SCHEDULE
AT INCEPTION OF POLICY

<table>
<thead>
<tr>
<th>POLICY NUMBER</th>
<th>EFFECTIVE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>RPG 000 00 03</td>
<td>03-01-2018</td>
</tr>
</tbody>
</table>

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

FORMS AND ENDORSEMENTS APPLICABLE AT INCEPTION OF POLICY

<table>
<thead>
<tr>
<th>FORM/ENDORSEMENT</th>
<th>DATE PHYSICAL</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>IA501</td>
<td>01/12</td>
<td>COMMON POLICY DECLARATIONS</td>
</tr>
<tr>
<td>IA4330</td>
<td>03/08</td>
<td>FORMS AND ENDORSEMENTS SCHEDULE AT INCEPTION OF POLICY</td>
</tr>
<tr>
<td>IA102</td>
<td>09/08</td>
<td>SUMMARY OF PREMIUMS CHARGED</td>
</tr>
<tr>
<td>IL0017</td>
<td>11/98</td>
<td>COMMON POLICY CONDITIONS</td>
</tr>
<tr>
<td>IA41210H</td>
<td>01/16</td>
<td>OHIO CHANGES - CANCELLATION AND NONRENEWAL</td>
</tr>
<tr>
<td>IA4442</td>
<td>05/14</td>
<td>NOTICE TO POLICYHOLDERS - EXCLUSION - ACCESS OR DISCLOSURE OF</td>
</tr>
<tr>
<td>IA4087</td>
<td>08/11</td>
<td>CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO A DESIGNATED</td>
</tr>
<tr>
<td>IA4236</td>
<td>01/15</td>
<td>POLICYHOLDER NOTICE TERRORISM INSURANCE COVERAGE</td>
</tr>
<tr>
<td>IA4338</td>
<td>05/11</td>
<td>SIGNATURE ENDORSEMENT</td>
</tr>
<tr>
<td>IP446</td>
<td>08/01</td>
<td>NOTICE TO POLICYHOLDERS</td>
</tr>
<tr>
<td>IA319</td>
<td>01/15</td>
<td>EXCLUSION OF CERTIFIED ACTS AND OTHER ACTS OF TERRORISM</td>
</tr>
<tr>
<td>R6IA402</td>
<td>01/15</td>
<td>RISK PURCHASING GROUP COMMON POLICY CONDITIONS</td>
</tr>
<tr>
<td>R6GA207</td>
<td>01/15</td>
<td>RISK PURCHASING GROUP IDENTITY RECOVERY COVERAGE ENDORSEMENT</td>
</tr>
<tr>
<td>GA501</td>
<td>10/01</td>
<td>COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS</td>
</tr>
<tr>
<td>GA101</td>
<td>12/04</td>
<td>COMMERCIAL GENERAL LIABILITY COVERAGE FORM</td>
</tr>
<tr>
<td>CG2404</td>
<td>10/93</td>
<td>WAIVER OF TRANSFERS OF RIGHTS OF RECOVERY AGAINST OTHERS</td>
</tr>
<tr>
<td>GA3024</td>
<td>05/14</td>
<td>EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL</td>
</tr>
<tr>
<td>IA450A</td>
<td>11/87</td>
<td>HAND MADE ARTISANS COMMERCIAL GENERAL LIABILITY ENDORSEMENT</td>
</tr>
</tbody>
</table>

This is a schedule of the forms and endorsements found in this policy on its inception date. The schedule is not updated during the policy term to reflect additions to or deletions from this schedule. No coverage is provided by this schedule. It does not replace any provision of your policy. You should read your policy and review your declarations page(s) and any subsequent endorsements carefully for complete information on the coverage that you are provided. If there is any conflict between the policy and this schedule, the provisions of the policy shall prevail.
<table>
<thead>
<tr>
<th>Coverage Part</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>Commercial Property Coverage Part</td>
<td></td>
</tr>
<tr>
<td>Commercial General Liability Coverage Part</td>
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</tr>
<tr>
<td>Commercial Umbrella / Excess Liability Coverage Part</td>
<td>$</td>
</tr>
<tr>
<td>Installment Charge</td>
<td>$</td>
</tr>
<tr>
<td><strong>Sub-Total</strong></td>
<td>$0</td>
</tr>
<tr>
<td>Commercial Auto Coverage Part</td>
<td></td>
</tr>
<tr>
<td>Auto Installment Charge</td>
<td>$</td>
</tr>
<tr>
<td>Terrorism Coverage</td>
<td>$     EXCLUDED $</td>
</tr>
<tr>
<td><strong>Annual Total</strong></td>
<td>$0 DEPOSIT</td>
</tr>
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</table>

**PAYMENTS**

<table>
<thead>
<tr>
<th>First Installment</th>
<th>Remaining Installment</th>
<th>Auto Installment</th>
<th>Total Installment</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>$</td>
<td>+ $</td>
<td>$</td>
</tr>
</tbody>
</table>

Automobile Coverages, Employers Liability, Employment Practices Liability Coverage, Professional Liability Coverage, Terrorism Coverage and / or Wrongful Acts Coverage, if included in the policy, are subject to Annual Adjustment of rates and premium on each anniversary of the policy.

Commercial Umbrella and Excess Liability, if included in the policy, may be subject to Annual Adjustment of premium on each anniversary. Refer to the Commercial Umbrella or Excess Liability Coverage Part Declarations form to see if this is applicable.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED
COMMON POLICY CONDITIONS

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

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for non-payment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or deliver our notice to the first Named Insured’s last mailing address known to us.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

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

B. Changes

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

C. Examination of Your Books and Records

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

D. Inspections and Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and

2. Will be the payee for any return premiums we pay.

F. Transfer of Your Rights and Duties Under this Policy

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

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

OHIO CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
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

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; or

   c. 60 days from the effective date of cancellation, if we cancel for a reason stated in 2.b. through 2.g. above, applicable to medical malpractice professional liability coverage.

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 may be cancelled by us for any reason at an anniversary date, upon 30 days' written notice of cancellation or upon 60 days' written notice of cancellation applicable to medical malpractice professional liability coverage.

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.

B. The following is added to the Common Policy Conditions and supersedes any provisions to the contrary:

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. We will state the reason for nonrenewal for medical malpractice professional liability coverage.

2. We will mail the notice of nonrenewal at least 30 days before:

   a. The expiration date of the policy; or

   b. The anniversary date of this policy, if the policy is written for a term of more than one year.

3. We will mail the notice of nonrenewal at least 60 days before:

   a. The expiration date of the policy; or

   b. The anniversary date of this policy, if the policy is written for a term of more than one year, for medical malpractice professional liability.

4. Proof of mailing will be sufficient proof of notice.

C. 1. Paragraph A.2.a. of the Businessowners Common Policy Conditions is deleted.

2. Paragraph E.2. of the Cancellation Common Policy Condition in the Standard Property Policy is deleted. Paragraph E.2. is deleted in its entirety and is replaced by the following (unless Item A. of this endorsement applies):

   We may cancel this policy by mailing or delivering to the first Named Insured, and agent if any, written notice of cancellation at least:

   a. 10 days before the effective date of the cancellation, if we cancel for non-payment of premium; or

   b. 30 days before the effective date, if we cancel for any other reason.
NOTICE TO POLICYHOLDERS - EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY

This is a notice of a change in your policy. NO COVERAGE IS PROVIDED BY THIS NOTICE nor can it be construed to replace any provisions of your policy. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE for complete information on the coverage you are provided. If there is any conflict between the policy and this notice, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

This notice applies to the following coverage parts:
- BUSINESSOWNERS PACKAGE POLICY
- CLAIMS-MADE EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- EXCESS LIABILITY COVERAGE PART
- FARM LIABILITY COVERAGE FORM
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
- PERSONAL LIABILITY ENDORSEMENT
- PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
- PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
- PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE

This Notice provides information concerning the following new endorsements. More than one may apply to your renewal policy being issued by us:

The following forms apply to Commercial General Liability Coverage Part (CG or GA prefix), Businessowners Package Policy (IB prefix), Farm Liability Coverage Form or Personal Liability Endorsement (FL prefix), or Umbrella or Excess Liability Coverage Parts (US or XS prefix).

Forms: GA 3024 05 14, FL 10 12 12 14, IB 320 05 14 or US 3093 05 14 all titled:

Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - With Limited Bodily Injury Exception

When one of these endorsements is attached to your policy:
- For any liability or damages for Bodily Injury and Property Damage Liability, coverage is excluded for damages arising out of any access to or disclosure of confidential or personal information. This is a reinforcement of coverage.
- For any liability or damages for Personal and Advertising Injury Liability, coverage is excluded for personal and advertising injury arising out of any access to or disclosure of confidential or personal information. To the extent that any access or disclosure of confidential or personal information results in an oral or written publication that violates a person's right of privacy, this may result in a reduction in coverage.

Forms: GA 3025 05 14, FL 10 13 12 14, IB 321 05 14 or US 3094 05 14 all titled:

Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - Limited Bodily Injury Exception Not Included

When one of these endorsements is attached to your policy:
- For any liability or damages for Bodily Injury and Property Damage Liability, coverage is excluded for damages arising out of any access to or disclosure of confidential or personal information. This is a reinforcement of coverage. However, when this endorsement is attached, it will result in a reduction of coverage due to the deletion of an exception with respect to damages because of bodily injury arising out of loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.
- For any liability or damages for Personal and Advertising Injury Liability, coverage is excluded for personal and advertising injury arising out of any access to or disclosure of confidential or personal information. To the extent that any access or disclosure of confidential or personal information results in an oral or written publication that violates a person's right of privacy, this may result in a reduction in coverage.
Forms CG 21 08 05 14 Exclusion - Access or Disclosure of Confidential or Personal Information (Coverage B only), IB 322 05 14 Exclusion - Access or Disclosure of Confidential or Personal Information (Personal and Advertising Injury Only), and US 3095 05 14 and XS 345 05 14 Both titled: Exclusion - Access or Disclosure of Confidential or Personal Information

When one of these endorsements is attached to your policy, coverage is excluded for personal and advertising injury arising out of any access to or disclosure of confidential or personal information. To the extent that any access or disclosure of confidential or personal information results in an oral or written publication that violates a person's right of privacy, this may result in a reduction in coverage.

Forms GA 237 05 14 Electronic Data Liability Endorsement and FL 04 22 12 14 Electronic Data Liability

With respect to damages arising out of access or disclosure of confidential or personal information, when this endorsement is attached to your policy:

- Under Bodily Injury and Property Damage Liability, coverage is excluded for damages arising out of any access to or disclosure of confidential or personal information. This is a reinforcement of coverage.
- Under Personal and Advertising Injury Liability, coverage is excluded for personal and advertising injury arising out of any access to or disclosure of confidential or personal information. To the extent that any access or disclosure of confidential or personal information results in an oral or written publication that violates a person's right of privacy, this may result in a reduction in coverage.

The following forms apply to the coverage(s) indicated under each description of the form number and title.

GA 3026 05 14 - Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - With Limited Bodily Injury Exception (For use with The Owners and Contractors Protective Liability Coverage Part and Products/Completed Operations Coverage Part)

When this endorsement is attached to your policy, coverage is excluded for damages arising out of any access to or disclosure of confidential or personal information. This is a reinforcement of coverage.

GA 3027 05 14 - Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - Limited Bodily Injury Exception Not Included (For use with The Owners and Contractors Protective Liability and Products/Completed Operations Liability Coverage Parts)

When this endorsement is attached to your policy, coverage is excluded for damages arising out of any access to or disclosure of confidential or personal information. This is a reinforcement of coverage.

However, when this endorsement is attached, it will result in a reduction of coverage due to the deletion of an exception with respect to damages because of bodily injury arising out of loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

CG 33 63 - Exclusion - Access, Disclosure or Unauthorized Use of Electronic Data (For use with The Electronic Data Liability Coverage Part)

With respect to damages arising out of access or disclosure of confidential or personal information, when this endorsement is attached to your policy coverage is excluded for damages arising out of any access to or disclosure of confidential or personal information. This is a reinforcement of coverage.

However, to the extent that damages arising out of theft or unauthorized viewing, copying, use, corruption, manipulation or deletion, of electronic data by any Named Insured, past or present employee, temporary worker or volunteer worker of the Named Insured may extend beyond loss of electronic data arising out of such theft or the other listed items, this revision may be considered a reduction in coverage.

FL 10 14 12 14 - Exclusion - Electronic Data (Bodily Injury and Property Damage Liability Only) and Access or Disclosure of Confidential or Personal Information (Personal and Advertising Injury Liability Only) (For use with Farm Liability Coverage Form or Personal Liability Endorsement)

With respect to bodily injury and property damage arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data, these changes are a reinforcement of coverage intent. Coverage for such injury or damage is not intended to be provided under the aforementioned forms.

However, to the extent that any access or disclosure of confidential or personal information results in an oral or written publication that violates a person's right of privacy, this revision may be considered a reduction in personal injury and advertising injury coverage.

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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
EXCESS LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE

SCHEDULE

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

AMAZON.COM
ITS AFFILIATES AND ASSIGNEES AS THEIR INTERESTS MAY APPEAR

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

A. If we cancel or nonrenew this policy for any statutory 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
EXCESS LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE

SCHEDULE

Name and mailing address of person(s) or organization(s):
CHARTER TOWNSHIP OF CANTON MI
1150 S CANTON CENTER RD
CANTON MI 48188
ATTN: LEISURE SERVICES DEPARTMENT

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.
POLICYHOLDER NOTICE
TERRORISM INSURANCE COVERAGE

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

Your policy may contain coverage for certain losses caused by terrorism.

Premium:
In accordance with the federal Terrorism Risk insurance Act, we are required to notify you of the portion of the premium, if any, attributable to the coverage for terrorist acts certified under the Terrorism Risk Insurance Act.

- Refer to the SUMMARY OF PREMIUMS CHARGED or DECLARATIONS PAGE for the portion of your premium that is attributable to coverage for terrorist acts certified under the Act.

Federal Participation:
The Act also requires us to provide disclosure of federal participation in payment of terrorism losses.

- Under your policy, any losses caused by certified acts of terrorism would be partially reimbursed by the United States Government, Department of Treasury, under a formula established by federal law. Under this formula, the federal share equals a percentage, as specified in the Schedule below, of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds $100 billion.

  - **Schedule:**

<table>
<thead>
<tr>
<th>Federal Share of Terrorism Losses</th>
<th>Calendar Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>85%</td>
<td>2015</td>
</tr>
<tr>
<td>84%</td>
<td>2016</td>
</tr>
<tr>
<td>83%</td>
<td>2017</td>
</tr>
<tr>
<td>82%</td>
<td>2018</td>
</tr>
<tr>
<td>81%</td>
<td>2019</td>
</tr>
<tr>
<td>80%</td>
<td>2020</td>
</tr>
</tbody>
</table>

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

**NOTE:** IF YOUR POLICY IS A RENEWAL POLICY, THIS NOTICE IS PROVIDED TO SATISFY THE REQUIREMENTS UNDER THE TERRORISM RISK INSURANCE ACT FOR POLICYHOLDER DISCLOSURE: (1) AT THE TIME OF OUR OFFER TO RENEW THE POLICY AND (2) AT THE TIME THE RENEWAL IS COMPLETED.
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.

[Signatures]

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.
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.
NOTICE TO POLICYHOLDERS

RISK PURCHASING GROUP
IDENTITY RECOVERY COVERAGE
ENDORSEMENT FORM R4 GA 207 01 15

NOT APPLICABLE IN NEW YORK

This is a notice to policy holders that the Risk Purchasing Group Identity Recovery Coverage Endorsement Form R4 GA 207 01 15 is not applicable to policy holders located in the State of New York. No coverage is afforded by this Endorsement to policy holders located in the State of New York.
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

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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, Farmers 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.
RISK PURCHASING GROUP COMMON POLICY CONDITIONS

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" 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

1. The First Named Insured 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.

7. 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".

8. This Condition, E. Cancellation, governs in the event of a conflict with Condition L. Certificate Holder's Coverage Termination.

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 holders" 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, sumonsons 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 de-
fend 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 rea-

tive to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

L. Certificate Holder's Coverage Termination

1. The "certificate holder's" coverage under this policy 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 terminate their coverage under the Policy; 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 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, 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.

3. If we cancel the "certificate holder's" Certificate of Coverage, at our option the notice of cancellation or nonrenewal will be mailed to the "certificate holder's" 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 the notice is mailed, proof of mailing will be sufficient proof of notice.

6. 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 policy.
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 provides 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 ad-
ditional 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

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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 de-
scribed 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 "enrol-

lees" on the "enrollment list" in good stand-
ing as determined by the First Named In-
sured'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 ex-
cess 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 pre-
mium be less than the Minimum Premium
stated in the Declarations.

4. The First Named Insured must keep rec-
ords of the information we need for pre-
mium 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 rep-
resentations the First Named Insured
made to us; and

c. We have issued this policy in reliance
upon the First Named Insured's repre-
sentations.

2. The "certificate holder" agrees:

a. The statements in the Certificate of
Coverage are accurate and complete;

b. Those statements are based upon rep-
resentations the "certificate holder"
made to us; and

c. We have issued this policy in reliance
upon the "certificate holder's" represen-
tations.

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 apply to any Coverage Form, Coverage Part or policy issued by us or an affiliated company specifically to apply as excess insurance over this Policy.
RISK PURCHASING GROUP IDENTITY RECOVERY COVERAGE ENFORCEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
RISK PURCHASING GROUP COMMON POLICY CONDITIONS

A. Table of Contents
   A. Table of Contents .......................................................... 1
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   C. Identity Recovery Coverage ........................................... 1
   D. Who is An Insured .............................................................. 2
   E. Limits of Insurance ............................................................ 2
   F. Conditions ....................................................................... 3
   G. Definitions ...................................................................... 4

B. Schedule

COVERAGE C: Identity Recovery Coverage:

Lost Wages and Child/Elder Care Expenses Sublimit: $5,000

Maximum Per Day: $250

Identity Recovery Coverage 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 - COVERAGE 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:

Includes copyrighted material of insurance
Services Office, Inc., with its permission.
(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 take-over" 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 an 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. SECTION II - 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. COMMERCIAL GENERAL LIABILITY COVERAGE FORM, SECTION IV - LIMITS OF INSURANCE

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. COMMERCIAL GENERAL LIABILITY COVERAGE FORM, SECTION VI - 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 Ins-
sured 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
**THE CINCINNATI INSURANCE COMPANY**

**A STOCK INSURANCE COMPANY**

**COMMERCIAL GENERAL LIABILITY COVERAGE**

**PART DECLARATIONS**

Attached to and forming part of POLICY NUMBER: **RPG 000 00 03**  Effective Date: **03-01-2018**

**Named Insured:**  **IS THE SAME AS IT APPEARS ON THE COMMON POLICY DECLARATIONS**

<table>
<thead>
<tr>
<th>LIMITS OF INSURANCE</th>
<th>DESCRIPTION</th>
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<td>PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT</td>
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<td>$ SEE CERT. ANYONE PREMISES</td>
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<td>PERSONAL &amp; ADVERTISING INJURY LIMIT</td>
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<td>$ SEE CERT. ANYONE PERSONAL</td>
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<td>DAMAGE TO PREMISES RENTED TO YOU LIMIT</td>
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<tr>
<td>MEDICAL EXPENSE LIMIT</td>
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<td>$5,000 limit unless otherwise indicated herein:</td>
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<td>D - Units</td>
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The General Liability Coverage Part is subject to an annual minimum premium.

**TOTAL ANNUAL PREMIUM**  **$ INCL**

**FORMS AND / OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:**

- **GA101**  12/04  **CG2404**  10/93  **GA3024**  05/14  **IA450A**  11/87

**GA 501 10 01**
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

SECTION I - COVERAGE

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 SECTION I - COVERAGE, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; SECTION I - COVERAGE, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY; or medical expenses under SECTION I - COVERAGE, COVERAGE C. MEDICAL PAYMENTS.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under

SUPPLEMENTARY PAYMENTS - COVERAGE 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 "coverage term" in which "bodily injury" or "property damage" occurs, you did not know, per Paragraph 1.d. below, that the "bodily injury" or "property damage" had occurred or had begun to occur, in whole or in part.

c. "Bodily injury" or "property damage" which:

(1) Occurs during the "coverage term"; and

(2) Was not, prior to the "coverage term", known by you, per Paragraph 1.d. below, to have occurred;

includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the "coverage term" in which it first became known by you.

d. You will be deemed to know that "bodily injury" or "property damage" has occurred at the earliest time when any "authorized representative":

(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";

(3) First observes, or reasonably should have first observed, the "bodily injury" or "property damage";

(4) Becomes aware, or reasonably should have become aware, by any means other than as described in (3) above, that "bodily injury" or "property damage" had occurred or had begun to occur; or

(5) Becomes aware, or reasonably should have become aware, of a
condition from which "bodily injury" or "property damage" is substantially certain 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" 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.

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. When a claim for such "bodily injury" or "property damage" is made, we will defend that claim provided the insured has assumed the obligation to defend such claim in the "insured contract". Such defense payments will not reduce the limits of insurance.

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 only if you are in the business of manufacturing, distributing, 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 sustained in the "workplace";

(2) An "employee" of the insured arising out of the performance of duties related to the conduct of the insured's business; or

(3) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraphs (1) or (2) above.

This exclusion applies:

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

(2) 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. Pollutant

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission 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, Paragraph (a) does not apply to:

1) "Bodily injury" to any person injured while on any premises, site or location owned or occupied by, or rented or loaned to, you provided:
a) The injury is caused by the inadequate ventilation of vapors;

b) The person injured is first exposed to such vapors during the policy period; and

c) 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 c) 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 1) 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 1) only, vapors means any gaseous or airborne irritant or airborne contaminant, including smoke, fumes, vapor or soot, but excluding asbestos, which is discharged, dispersed, emitted, 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) "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 this Coverage Part as an additional insured with respect to your ongoing operations or "your work" 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

3) "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:

1) Any insured; or

2) Any person or organization for whom you may be legally responsible;

(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, Paragraph (d) does not apply to:

1) "Bodily injury" or "property damage" arising out of the discharge, dispersal, seepage, migration, release, es-
cape 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, released or emitted 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, released or emitted 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, released or emitted as part of the operations being performed by such insured, contractor or subcontractor;

2) "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

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

(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, Paragraphs (2)(a) and (b) do 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 51 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 on, 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 in the state 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 stuntning 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 an 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 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.

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 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 subcontrator.

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

Any liability or 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. 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.

q. Employment-Related Practices

"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) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "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 insured may be liable as an employer or in any other capacity; and

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

r. Additional Insured Prior Knowledge

An additional insured added by attachment of an endorsement to this Coverage Part that is seeking coverage for a claim or "suit", if that additional insured knew, per the following paragraph, that "bodily injury" or "property damage" had occurred or had begun to occur, in whole or in part, prior to the "coverage term" in which such "bodily injury" or "property damage" occurs or begins to occur.

An additional insured added by attachment of an endorsement to this Coverage Part will be deemed to have known that "bodily injury" or "property damage" has occurred or has begun to occur at the earliest time when that additional insured, or any one of its owners, members, partners, managers, executive officers, "employees" assigned to manage that additional insured's insurance program, or "employees" assigned to give or receive notice of an "occurrence", "personal and advertising injury" offense, claim or "suit":

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(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";

(3) First observes, or reasonably should have first observed, the "bodily injury" or "property damage";

(4) Becomes aware, or reasonably should have become aware, by any means other than as described in (3) above, that "bodily injury" or "property damage" had occurred or had begun to occur; or

(5) Becomes aware, or reasonably should have become aware, of a condition from which "bodily injury" or "property damage" is substantially certain to occur.

s. 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.

t. Distribution of Material in Violation of Statutes

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

a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Exclusions c. through q. do not apply to "property 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.

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 ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY; or medical expenses under SECTION I - COVERAGES, COVERAGE C. MEDICAL PAYMENTS.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under SUPPLEMENTARY PAYMENTS - COVERAGE A AND B.

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; and

(2) The "personal and advertising injury" offense was committed in the "coverage territory" during the policy period; and

(3) Prior to the "coverage term" in which the "personal and advertising injury" offense is committed, you did not know, per Paragraph 1.d. below, that the offense had been committed or had begun to be committed, in whole or in part.

c. "Personal and advertising injury" caused by an offense which:

(1) Was committed during the "coverage term"; and
(2) Was not, prior to the "coverage term", known by you, per Paragraph 1.d. below, to have been committed; includes any continuation, change or resumption of that offense after the end of the "coverage term" in which it first became known by you.

d. You will be deemed to know that a "personal and advertising injury" offense has been committed at the earliest time when any "authorized representative":

(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";

(3) First observes, or reasonably should have first observed, the offense that caused the "personal and advertising injury";

(4) Becomes aware, or reasonably should have become aware, by any means, other than as described in (3) above, that the offense had been committed or had begun to be committed; or

(5) Becomes aware, or reasonably should have become aware, of a condition from which "personal and advertising injury" is substantially certain to occur.

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 of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior to Coverage Term

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

(1) The inception of this Coverage Part;

(2) The "coverage term" in which insurance coverage is sought.

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 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 "personal and advertising injury" is caused by or arises out of an offense committed subsequent to the execution of the contract or agreement. When a claim for such "personal and advertising injury" is made, we will defend that claim, provided the insured has assumed the obligation to defend such claim in the "insured contract". Such defense payments will not reduce the limits of insurance.

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, pat-
ent, trademark, trade secret or other intellec-
tual property rights.

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" com-
mitted 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 17. a., b. and c. of "personal
and advertising injury" under SECTION V
- DEFINITIONS.

For the purposes of this exclusion, the
placing of frames, borders or links, or ad-
vertising, 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 any insured hosts, owns, or over
which any 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 poten-
tial customers.

m. Employment Related Practices

"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) Other employment-related prac-
tices, policies, acts or omissions
including but not limited to coer-
cion, criticism, demotion, evalua-
tion, failure to promote, reassign-
ment, discipline, defamation, harass-
ment, humiliation

or discrimination directed at that
person; or

(2) The spouse, child, parent, brother or
sister of that person as a conse-
quence 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 insured may be liable
as an employer or in any other ca-
pacity; and

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

n. Pollutant

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

o. Pollutant-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 as-
sessing the effects of, "pollutants".

p. Asbestos

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

q. Additional Insured Prior Knowledge

An additional insured added by attach-
ment of an endorsement to this Coverage
Part that is seeking coverage for a claim
or "suit", if that additional insured knew,
per the following paragraph, that a "per-
sonal and advertising injury" offense had
been committed or had begun to be
committed, in whole or in part, prior to the
"coverage term" in which such offense
was committed or began to be committed.

An additional insured added by attachment of an endorsement to this Coverage Part will be deemed to have known that a "personal and advertising injury" offense has been committed or has begun to be committed at the earliest time when that additional insured, or any one of its owners, members, partners, managers, executive officers, "employees" assigned to manage that additional insured's insurance program, or "employees" assigned to give or receive notice of an "occurrence", "personal and advertising injury" offense, claim or "suit":

(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";

(3) First observes, or reasonably should have first observed, the offense that caused the "personal and advertising injury";

(4) Becomes aware, or reasonably should have become aware, by any means other than as described in (3) above, that the "personal and advertising injury" offense had been committed or had begun to be committed; or

(5) Becomes aware, or reasonably should have become aware, of a condition from which "personal and advertising injury" is substantially certain to occur.

r. 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.

s. Distribution of Material in Violation of Statutes

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

a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the 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:

   (1) The accident takes place in the "coverage territory" and during the policy period;

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

   (3) 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":

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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. Athletic Activities
To any person injured while officiating, coaching, practicing for, instructing or participating in any physical exercises or games, sports, or athletic contests or exhibitions of an athletic or sports nature.

f. Products-Completed Operations Hazard
Included within the "products-completed operations hazard".

g. Coverage A Exclusions
Excluded under COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY.

SUPPLEMENTARY PAYMENTS - COVERAGE A AND B
We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.

2. 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.

3. 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.

4. 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.

5. All costs taxed against the insured in the "suit".

6. Prejudgment interest awarded against the insured on that part of the judgment we become obligated to pay and which falls within the applicable limit of insurance. 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.

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

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

1. If you are designated in the 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 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 insured for:

(1) "Bodily injury" or "personal and ad-
vertising injury":

(a) To you, to your partners or 
members (if you are a partner-
ship or joint venture), to your 
members (if you are a limited li-
ability 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 Paragraphs (1)(a) 
or (b) above; or

(d) Arising out of his or her provid-
ing or failing to provide profes-
sional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by; or

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

you, any of your "employees", "vol-
unteer 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 organiza-
tion while acting as your real estate man-
ger.

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 prop-
erty; 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 organiza-
tion. However:

a. Insurance 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. BODILY INJURY AND 
PROPERTY DAMAGE LIABILITY does not apply to "bodily injury" or "property 
damage" that occurred before you ac-
quired or formed the organization; and

c. COVERAGE B. PERSONAL AND AD-
VERTISING INJURY LIABILITY does not apply to "personal and advertising injury" 
arising out of an offense committed be-
fore you acquired or formed the organi-
ization.

No person or organization is an insured with re-
spect to the conduct of any current or past part-
nership, joint venture or limited liability company 
that is not shown as a Named Insured in the Declar-
ations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declara-
tions 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 
bringing "suits".

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

(1) Medical expenses under COVERAGE 
C. MEDICAL PAYMENTS;

(2) Damages under COVERAGE A. 
BODILY INJURY AND PROPERTY 
DAMAGE LIABILITY, except dam-
ages because of "bodily injury" or 
"property damage" included in the 
"products-completed operations hazard"; and
(3) Damages under **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY.**

This General Aggregate Limit will not apply if either the Location General Aggregate Limit of Insurance, Paragraph 2.b., or the Construction Project General Aggregate Limit of Insurance, Paragraph 2.c. applies.

b. A separate Location General Aggregate Limit of Insurance, equal to the amount of the General Aggregate Limit shown in the Declarations, shall apply to each location owned by, or rented or leased to you and is the most we will pay for the sum of:

(1) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

(2) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS,**

which can be attributed to operations at only a single location owned by, or rented or leased to you.

c. A separate Construction Project General Aggregate Limit of Insurance, equal to the amount of the General Aggregate Limit shown in the Declarations, shall apply to each construction project and is the most we will pay for the sum of:

(1) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

(2) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS,**

which can be attributed only to ongoing operations and only at a single construction project.

d. Only for the purpose of determining which General Aggregate Limit of Insurance, 2.a., 2.b., or 2.c., applies:

(1) Location means premises involving the same or connecting lots, or premises, whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

(2) Construction project means a location you do not own, rent or lease where ongoing improvements, alterations, installation, demolition or maintenance work is performed by you or on your behalf. All connected ongoing improvements, alterations, installation, demolition or maintenance work performed by you or on your behalf at the same location for the same persons or organizations, no matter how often or under how many different contracts, will be deemed to be a single construction project.

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

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

5. Subject to 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. BODILY INJURY AND PROPERTY DAMAGE LIABILITY;** and

b. Medical expenses under **COVERAGE C. MEDICAL PAYMENTS,**

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

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** 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.

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under **COVERAGE C. MEDICAL PAYMENTS** 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 "coverage term".
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 a "personal and advertising injury" 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, summons 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. 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.

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY or COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

   This insurance is primary except when 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 c. below.

b. Excess Insurance

   This insurance is excess over:
(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar insurance for "your work";

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

(c) 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;

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. Aircraft, Auto or Watercraft.

(2) 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.

(3) Any other insurance:

(a) Whether primary, excess, contingent or on any other basis, except when such insurance is written specifically to be excess over this insurance; and

(b) 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 COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY or COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY 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:

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

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

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.

6. 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:

(1) The earned premium is less than the deposit premium, we will return the excess to the first Named Insured; or

(2) 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.

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.
7. **Representations**

By accepting this Coverage Part, 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 Coverage Part in reliance upon your representations.

8. **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.

9. **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.

10. **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.

11. **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, 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 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. "Authorized representative" means:

a. If you are designated in the Declarations as:

   (1) An individual, you and your spouse are "authorized representatives".

   (2) A partnership or joint venture, your members, your partners, and their spouses are "authorized representatives".

   (3) A limited liability company, your members and your managers are "authorized representatives".

   (4) An organization other than a partnership, joint venture or limited liability company, your "executive officers" and directors are "authorized representatives". Provided you are not a publicly traded organization, your stockholders are also "authorized representatives".

   (5) A trust, your trustees are "authorized representatives".

b. Your "employees":

   (1) Assigned to manage your insurance program; or

   (2) Responsible for giving or receiving notice of an "occurrence", "personal and advertising injury" offense, claim or "suit";

   are also "authorized representatives".

3. "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 in the state where it is licensed or principally garaged.
However, "auto" does not include "mobile equipment".

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

5. "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".

6. "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 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 a. above;

(2) The activities of a person whose home is in the territory described in 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 a. above or in a settlement to which we agree.

7. "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.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

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

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

11. "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:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

12. "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 "property 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";

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", "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, 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;

(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 materi-
als; 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 web-site 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 web-sites and web-banners; hosting web-sites; 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 web-site 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.

13. "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".

14. "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".
15. "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 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 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.

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

17. "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";
   g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

18. "Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, 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 "pollutant".

19. "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:

21. "Suit" means a civil proceeding in which money 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;
(b) Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
(c) An appeal of a civil proceeding.

22. "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.

23. "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.

24. "Workplace" means that place and during such hours to which the "employee" sustaining "bodily injury" was assigned by you, or any other person or entity acting on your behalf, to work on the date of "occurrence".

25. "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

20. "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.
(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.

26. "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.
NUCLEAR ENERGY LIABILITY EXCLUSION
(Broad Form)

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 this Coverage Part 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 Coverage Part 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 the "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 exclusion:

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

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

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

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

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

"Nuclear facility" means:

A. Any "nuclear reactor";

B. Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

C. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
D. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";
and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

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

"Property damage" includes all forms of radioactive contamination of property.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

AS REQUIRED BY CONTRACT

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

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV -- COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

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

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 - COVERAGE 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; or

t. Welding operations, or welding or cutting equipment or material.

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 or cleanup of hazardous materials;

s. Salon or spa operations; or

t. Welding operations, or welding or cutting equipment or material.

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 written 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 respect 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 artisinal 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.