



## Policyholder Information

### Named Insured & Mailing Address

NEBRASKA'S BEST LAWN & LANDSCAPE,  
7535 N 120TH ST  
OMAHA, NE 68142

### Agent Mailing Address & Phone No.

(402) 970-6100  
LOCKTON COMPANIES LLC  
1015 N 98TH ST STE 101  
OMAHA, NE 68114-2357

### Dear Policyholder:

We know you work hard to build your business. We work together with your agent,  
**LOCKTON COMPANIES LLC** **(402) 970-6100**  
to help protect the things you care about. Thank you for selecting us.

Your  
Commercial  
Documents

Enclosed are your insurance documents consisting of:

THIS IS  
NOT A  
BILL

- Commercial Umbrella

To find your limits of insurance and premium please refer to your Declarations page(s). Please refer to your policy for specific coverages.

If you have any questions or changes that may affect your insurance needs, please contact your Agent at (402) 970-6100



### Reminders

- Verify that all information is correct
- If you have any changes, please contact your Agent at (402) 970-6100
- In case of a claim, call your Agent or 1-800-362-0000

### You Need To Know

- CONTINUED ON NEXT PAGE

**To report a claim, call your Agent or 1-800-362-0000**

## You Need To Know - continued

- **NOTICE(S) TO POLICYHOLDER(S)**

The Important Notice(s) to Policyholder(s) provide a general explanation of changes in coverage to your policy. The Important Notice(s) to Policyholder(s) is not a part of your insurance policy and it does not alter policy provisions or conditions. Only the provisions of your policy determine the scope of your insurance protection. It is important that you read your policy carefully to determine your rights, duties and what is and is not covered.

| FORM NUMBER    | TITLE  |
|----------------|--|
| NP 73 12 01 08 | Policyholder Disclosure Notice Of Insurance Coverage For Certified Acts Of Terrorism   |
| NP 89 69 11 10 | Important Policyholder Information Concerning Billing Practices  |
| NP 93 53 01 14 | Important Notice Regarding the Expiration of the Terrorism Risk Insurance Act and the Reduction in Coverage for Terrorism Losses |

- This policy will be direct billed. You may choose to combine any number of policies on one bill with your billing account. Please contact your agent for more information.

**LIBERTY MUTUAL INSURANCE  
COMMERCIAL UMBRELLA AND EXCESS LIABILITY**

04/07/2014

NEBRASKA'S BEST LAWN & LANDSCAPE,  
7535 N 120TH ST  
OMAHA, NE 68142

USO (15) 55 53 63 84  
From 04/01/2014 To 04/01/2015

(402) 970-6100  
LOCKTON COMPANIES LLC  
1015 N 98TH ST STE 101  
OMAHA, NE 68114-2357

**POLICYHOLDER DISCLOSURE NOTICE OF  
INSURANCE COVERAGE FOR CERTIFIED ACTS OF TERRORISM**

You are hereby notified that under the Terrorism Risk Insurance Act that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or premises of a United States mission; and to have been 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.

The United States government, department of the treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if the aggregate insured losses attributable to terrorist acts certified on the terrorism risk insurance act exceed \$100 billion in a program year (January 1 through December 31), the treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

**TERRORISM INSURANCE COVERAGE**

Your policy has been issued with Terrorism Coverage. The premium for coverage is shown on your policy declarations as "Certified Acts of Terrorism Coverage." If you accept Terrorism Coverage, no action on your part is required.

**REJECTION OF TERRORISM INSURANCE COVERAGE**

Should you choose not to accept Terrorism Coverage, you have 45 days from the date of issuance of this notice to reject Terrorism Coverage. If you elect to reject the Terrorism Coverage within the next 45 days, sign your name on the Policyholder/Applicant's Signature line on NP 73 12 01 08 and return this form to:

Attn: Commercial Umbrella & Excess Liability - Terrorism  
P.O. Box 188060  
Fairfield OH 45018

LIBERTY MUTUAL INSURANCE  
COMMERCIAL UMBRELLA AND EXCESS LIABILITY

**POLICYHOLDER DISCLOSURE NOTICE OF  
INSURANCE COVERAGE FOR CERTIFIED ACTS OF TERRORISM**

Upon receipt of your signed rejection notice, we will endorse your policy to exclude Terrorism Coverage for the current policy term, returning premium or adjusting your account balance, subject to a Minimum Premium, as appropriate. In addition to adjusting the terrorism premium, we will attach a terrorism exclusion to your policy.

Before making a decision to reject terrorism insurance, refer to the Underlying Coverage Requirement located at the end of this Notice.

I hereby reject Terrorism Coverage for this policy and elect to have the exclusion for Terrorism Coverage added. I understand that I will have no coverage for losses arising from acts of terrorism.

Policyholder/Applicant's Signature

Print Name

Date Signed

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Named Insured

Policy Number

NEBRASKA'S BEST LAWN & LANDSCAPE,

US0 (15) 55 53 63 84

Policy Effective/Expiration Date

From 04/01/2014 To 04/01/2015

**UNDERLYING COVERAGE REQUIREMENT**

This policy will apply to Terrorism Coverage only in excess of the total amounts stated as the applicable limits of the underlying policies listed in the Schedule of Underlying Insurance and the applicable limits of any other insurance providing coverage to you during the Policy Period.

If you fail to comply with this Underlying Coverage Requirement and you do not maintain your underlying limits as scheduled, we will only be liable to the same extent that we would have been had you fully complied with this requirement.

Attn: Commercial Umbrella & Excess Liability - Terrorism  
P.O. Box 188060  
Fairfield OH 45018

## IMPORTANT POLICYHOLDER INFORMATION CONCERNING BILLING PRACTICES

**Dear Valued Policyholder:** This insert provides you with important information about our policy billing practices that may affect you. Please review it carefully and contact your agent if you have any questions.

**Premium Notice:** We will mail you a policy Premium Notice separately. The Premium Notice will provide you with specifics regarding your agent, the account and policy billed, the billing company, payment plan, policy number, transaction dates, description of transactions, charges/credits, policy amount balance, minimum amount, and payment due date. This insert explains fees that may apply to and be shown on your Premium Notice.

**Available Premium Payment Plans:**

- **Annual Payment Plan:** When this plan applies, you have elected to pay the entire premium amount balance shown on your Premium Notice in full. No installment billing fee applies when the Annual Payment Plan applies.
- **Installment Payment Plan:** When this plan applies, you have elected to pay your policy premium in installments (e.g.: quarterly or monthly installments - Installment Payment Plans vary by state). As noted below, an installment fee may apply when the Installment Payment Plan applies.

The Premium Payment Plan that applies to your policy is shown on the top of your Premium Notice. Please contact your agent if you want to change your Payment Plan election.

**Installment Payment Plan Fee:** If you elected to pay your premiums in installments using the Installment Premium Payment Plan, an installment billing fee applies to each installment bill. The installment billing charge will not apply, however, if you pay the entire balance due when you receive the bill for the first installment. Because the amount of the installment charge varies from state to state, please consult your Premium Notice for the actual fee that applies.

**Dishonored Payment Fee:** Your financial institution may refuse to honor the premium payment withdrawal request you submit to us due to insufficient funds in your account or for some other reason. If that is the case, and your premium payment withdrawal request is returned to us dishonored, a payment return fee will apply. Because the amount of the return fee varies from state to state, please consult your Premium Notice for the actual fee that applies.

**Late Payment Fee:** If we do not receive the minimum amount due on or before the date or time the payment is due, as indicated on your Premium Notice, you will receive a policy cancellation notice effective at a future date that will also reflect a late payment fee charge. Issuance of the cancellation notice due to non-payment of a scheduled installment(s) may result in the billing and collection of all or part of any outstanding premiums due for the policy period. Late Payment Fees vary from state to state and are not applicable in some states.

**Special Note:** Please note that some states do not permit the charging of certain fees. Therefore, if your state does not allow the charging of an Installment Payment Plan, Dishonored Payment or Late Payment Fee, the disallowed fee will not be charged and will not be included on your Premium Notice.

**EFT-Automatic Withdrawals Payment Option:** When you select this option, you will not be sent Premium Notices and, in most cases, will not be charged installment fees. For more information on our EFT-Automatic Withdrawals payment option, refer to the attached policyholder plan notice and enrollment sheet.

Once again, please contact your agent if you have any questions about the above billing practice information.

**Thank you for selecting us to service your insurance needs.**

# IMPORTANT NOTICE REGARDING THE EXPIRATION OF THE TERRORISM RISK INSURANCE ACT AND THE REDUCTION IN COVERAGE FOR TERRORISM LOSSES

## PLEASE READ THIS NOTICE CAREFULLY

This is to notify you of a reduction in coverage for terrorism losses under your insurance policy when the Terrorism Risk Insurance Act ("TRIA") expires, which is scheduled to occur on December 31, 2014. This notice **DOES NOT** apply to Workers Compensation insurance.

TRIA, as amended, is a temporary program that spreads losses from government "certified" acts of terrorism between insurers and the federal government. In summary, TRIA requires insurers to make coverage for "certified acts of terrorism" available, and to pay losses from "certified acts of terrorism" up to a deductible amount. If an individual insurer's losses exceed this amount, the government will reimburse the insurer for 85% of losses paid in excess of the deductible.

Policyholders have the option to accept or reject this coverage.

TRIA will expire on December 31, 2014, unless Congress and the President act to extend it. Otherwise, after 2014, the federal government will no longer "certify" acts of terrorism or reimburse losses caused by "certified acts of terrorism."

**If you purchase coverage** for "certified acts of terrorism," and TRIA expires on or after December 31, 2014, **your insurance coverage will be reduced**. After the date TRIA expires, where permitted by state law, you will **no longer have insurance** for losses from acts of terrorism that directly or indirectly involve nuclear or radioactive agents or materials, or pathogenic or poisonous biological or chemical agents or materials ("NBCR").

**If you elect not to purchase** coverage for "certified acts of terrorism," and TRIA expires on or after December 31, 2014, losses caused by any terrorist act will be excluded from your policy, where permitted by state law.

**Some states, including New York and Florida, may not approve or allow the use of certain exclusions related to acts of terrorism. Therefore, exclusions for losses caused by acts of terrorism may not apply in all states.**



**Coverage Is Provided In:**  
The Ohio Casualty Insurance Company

Policy Number:  
**US0 (15) 55 53 63 84**

## Commercial Umbrella Policy Declarations

Basis: Occurrence

### (ITEM 1) NAMED INSURED & MAILING ADDRESS

NEBRASKA'S BEST LAWN & LANDSCAPE,  
7535 N 120TH ST  
OMAHA, NE 68142

### AGENT MAILING ADDRESS & PHONE NO.

(402) 970-6100  
LOCKTON COMPANIES LLC  
1015 N 98TH ST STE 101  
OMAHA, NE 68114-2357

**Named Insured Is:** LIMITED LIABILITY COMPANY

**Named Insured Business Is:** LANDSCAPE GARDENING

### (ITEM 2) POLICY PERIOD

From 04/01/2014 TO 04/01/2015 12:01 AM Standard Time at Insured Mailing Location

### (ITEM 3) PREMIUM CHARGES

| Explanation of Charges       | DESCRIPTION                                 | PREMIUM                   |
|------------------------------|---|---------------------------|
|                              | <u>Commercial Umbrella</u>                  | \$1,419.00                |
|                              | <u>Certified Acts of Terrorism Coverage</u> | \$14.00 <b>(Included)</b> |
| <b>Total Advance Charges</b> |   | <b>\$1,419.00</b>         |

*Note: This is not a bill*

BASIS OF PREMIUM:  NON-AUDITABLE( **X** )  AUDITABLE(  )

IN THE EVENT OF CANCELLATION BY THE NAMED INSURED, THE COMPANY WILL RECEIVE AND RETAIN NO LESS THAN ( 0% ) OF THE POLICY PREMIUM AS THE MINIMUM RETAINED PREMIUM PLUS CERTIFIED ACTS OF TERRORISM COVERAGE AND ANY APPLICABLE TAXES AND SURCHARGES.

### (ITEM 4) LIMITS OF INSURANCE

| DESCRIPTION                             | LIMIT       |
|---|-------------|
| EACH OCCURRENCE                         | \$2,000,000 |
| AGGREGATE (WHERE APPLICABLE)            | \$2,000,000 |
| PRODUCTS-COMPLETED OPERATIONS AGGREGATE | \$2,000,000 |
| SELF-INSURED RETENTION                  | \$0         |

Servicing Office  
and Issue Date      Mid-West Regional Office  
                            04/07/14

Authorized Representative

**To report a claim, call your Agent or 1-800-362-0000**

**DS 70 22 01 08**

04/07/14

55536384

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INSURED COPY

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**(ITEM 5) SCHEDULE OF UNDERLYING INSURANCE:**

| CARRIER, POLICY NUMBER AND PERIOD   | TYPE OF COVERAGE                               | LIMITS OF INSURANCE  |
|---|--|--|
| OHIO SECURITY<br>BKS(15)55536384<br>04/01/2014 - 04/01/2015                   | GENERAL LIABILITY                              | <b>\$1,000,000</b> EACH OCCURRENCE LIMIT<br><br><b>\$1,000,000</b> PERSONAL AND ADVERTISING INJURY LIMIT<br><b>\$2,000,000</b> GENERAL AGGREGATE LIMIT<br><br><b>\$2,000,000</b> PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT |
| OHIO SECURITY INSURANCE COMPANY<br>BAS(15)55536384<br>04/01/2014 - 04/01/2015 | OWNED AND HIRED AND/OR NONOWNED AUTO LIABILITY | <b>\$1,000,000</b> COMBINED SINGLE LIMIT   |
| OHIO SECURITY INSURANCE COMPANY<br>XWS(15)55536384<br>04/01/2014 - 04/01/2015 | EMPLOYERS LIABILITY*                           | <b>\$500,000</b> BODILY INJURY EACH ACCIDENT LIMIT<br><br><b>\$500,000</b> BODILY INJURY BY DISEASE AGGREGATE LIMIT<br><b>\$500,000</b> BODILY INJURY BY DISEASE EACH EMPLOYEE LIMIT   |

\*EMPLOYERS LIABILITY COVERAGE IS NOT PROVIDED FOR CLAIMS BY EMPLOYEES WHO ARE SUBJECT TO THE WORKERS COMPENSATION LAWS OF NEW YORK

**To report a claim, call your Agent or 1-800-362-0000**

**DS 70 23 01 08**



## POLICY FORMS AND ENDORSEMENTS

This section lists all the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

| FORM NUMBER    | TITLE  |
|----------------|--|
| CU 60 02 06 97 | Commercial Umbrella Coverage Form  |
| CU 60 39 01 08 | Cap on Losses from Certified Acts of Terrorism   |
| CU 60 40 01 08 | Underlying Coverage Requirement for Certified Acts of Terrorism  |
| CU 61 06 06 97 | Auto Liability - Following Form  |
| CU 61 50 11 06 | Contractors Limitation Endorsement   |
| CU 61 70 09 08 | Nebraska Changes - Cancellation and Nonrenewal   |
| CU 63 44 06 97 | Foreign Liability - Following Form   |
| CU 63 80 12 04 | Fungi or Bacteria Exclusion  |
| CU 64 00 12 04 | Exterior Insulation and Finish System - Exclusion  |
| CU 64 79 05 09 | Exclusion - Recording and Distribution of Material or Information in Violation of the Law  |
| CU 64 80 11 04 | Silicate Exclusion   |
| CU 64 82 11 04 | Amendment to Definition of Property Damage   |
| CU 64 87 10 05 | Economic or Trade Sanctions Condition Endorsement  |
| CU 64 92 01 07 | Mobile Equipment - Following Form  |
| CU 65 08 01 09 | Exclusion of Punitive Damages Related to Certified Acts of Terrorism   |
| CU 88 01 12 02 | War Liability Exclusion  |
| CU 88 02 05 09 | Non-Cumulation of Liability (Same Occurrence)  |
| CU 88 03 12 07 | Employment Related Practices Exclusion   |
| CU 88 30 05 09 | Amendatory Endorsement   |
| CU 88 39 02 10 | Amendment of Definition of Insured   |
| CU 89 29 01 07 | Conditional Exclusion Of Terrorism Involving Nuclear, Biological Or Chemical Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act) |

In witness whereof, we have caused this policy to be signed by our authorized officers.

Dexter Legg  
Secretary

Paul Condrin  
President

**To report a claim, call your Agent or 1-800-362-0000**  
**DS 70 23 01 08**

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## COMMERCIAL UMBRELLA COVERAGE FORM

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

Throughout this policy, the words "you" and "your" refer to the Named Insured as defined in **Insuring Agreement, V. DEFINITIONS**. The words "we," "us" and "our" refer to the Company providing this insurance. The word "Insured" means any person or organization qualifying as such in

**Insuring Agreement, V. DEFINITIONS.** Words and phrases that appear in quotation marks have special meaning and can be found in the **DEFINITION** Section or the specific policy provision where they appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations we agree with you to provide coverage as follows:

### INSURING AGREEMENTS

#### I. COVERAGE

We will pay on behalf of the "Insured" those sums in excess of the "Retained Limit" that the "Insured" becomes legally obligated to pay by reason of liability imposed by law or assumed by the "Insured" under an "insured contract" because of "bodily injury," "property damage," "personal injury," or "advertising injury" that takes place during the Policy Period and is caused by an "occurrence" happening anywhere. The amount we will pay for damages is limited as described below in the **Insuring Agreement Section II. LIMITS OF INSURANCE**.

#### II. LIMITS OF INSURANCE

A. The Limits of Insurance shown in Item 4. of the Declarations and the rules below state the most we will pay regardless of the number of:

1. "Insureds";
2. "claims" made or "suits" brought; or
3. persons or organizations making "claims" or bringing "suits."

B. The General Aggregate Limit is the most we will pay for all damages covered under the **Insuring Agreement** in Section I., except:

1. damages included in the "products-completed operations hazard"; and
2. coverages included in the policies listed in the Schedule of Underlying Insurance to which no underlying aggregate limit applies.

The amount stated on the Declarations as the General Aggregate Limit is the most we will pay for all damages arising out of any "bodily injury," "property damage," "personal injury," or "advertising injury" subject to an aggregate limit in the "underlying insurance." The General Aggregate Limit applies separately and in the same manner as the aggregate limits in the "underlying insurance."

C. The Products-Completed Operations Aggregate Limit is the most we will pay for all damages included in the "products-completed operations hazard."

D. Subject to B. or C. in Section II. LIMITS OF INSURANCE, whichever applies, the Each Occurrence Limit is the most we will pay for "bodily injury," "property damage,"

"personal injury," or "advertising injury" covered under the **Insuring Agreement** in Section I. because of all "bodily injury," "property damage," "personal injury," or "advertising injury" arising out of any one occurrence."

**E.** If the applicable Limits of Insurance of the policies listed in the Schedule of Underlying Insurance or of other insurance providing coverage to the "Insured" are reduced or exhausted by actual payment of one or more "claims," subject to the terms and conditions of this policy, we will:

1. in the event of reduction, pay in excess of the reduced underlying Limits of Insurance, or;
2. in the event of exhaustion, continue in force as "underlying insurance," but for no broader coverage than is available under this policy.

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

#### **G. Retained Limit**

We will be liable only for that portion of damages, subject to the Each Occurrence Limit stated in the Declarations, in excess of the "retained limit," which is the greater of:

1. the total amounts stated as the applicable limits of the underlying policies listed in the Schedule of Underlying Insurance and the applicable limits of any other insurance providing coverage to the "Insured" during the Policy Period; or
2. the amount stated in the Declarations as Self-Insured Retention as a result of any one "occurrence" not covered by the underlying policies listed in the

Schedule of Underlying Insurance nor by any other insurance providing coverage to the "Insured" during the Policy Period;

and then up to an amount not exceeding the Each Occurrence Limit as stated in the Declarations.

Once the Self-Insured Retention has been exhausted by actual payment of "claims" in full by the "Insured," the Self-Insured Retention will not be reapplied or again payable by the "Insured" for said Policy Period.

### **III. DEFENSE**

**A.** We will have the right and duty to investigate any "claim" and defend any "suit" seeking damages covered by the terms and conditions of this policy when:

1. the applicable Limits of Insurance of the underlying policies listed in the Schedule of Underlying Insurance and the Limits of Insurance of any other insurance providing coverage to the "Insured" have been exhausted by actual payment of "claims" for any "occurrence" to which this policy applies; or
2. damages are sought for any "occurrence" which is covered by this policy but not covered by any underlying policies listed in the Schedule of Underlying Insurance or any other insurance providing coverage to the "Insured."

**B.** When we assume the defense of any "claim" or "suit":

1. We will investigate any "claim" and defend any "suit" against the "Insured" seeking damages on account of any "occurrence" covered by this policy. We have the right to investigate, defend and settle the "claim" or "suit" as we deem expedient.
2. All expenses we incur in the investigation of any "claim" or defense of any "suit" are in addition to our Limits of Insurance.

3. We will pay the following as expenses, to the extent that they are not included in the coverage in the underlying policies listed in the Schedule of Underlying Insurance or in any other insurance providing coverage to the "Insured":
- a. premiums on bonds to release attachments, which bond amounts will not exceed our Limits of Insurance, but we are not obligated to apply for or furnish any such bond;
  - b. premiums on appeal bonds, which bond amounts will not exceed our policy limits, required by law to appeal any "claim" or "suit" we defend, but we are not obligated to apply for or furnish any such bond;
  - c. all costs taxed against the "Insured" in any "claim" or "suit" we defend;
  - d. pre-judgment interest awarded against the "Insured" on that part of the judgment we pay that is within our applicable Limits of Insurance. If we make an offer to pay the applicable Limits of Insurance, we will not pay any pre-judgment interest based on the period of time after the offer;
  - e. all interest that accrues after entry of judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within our applicable Limit of Insurance;
  - f. the "Insured's" actual and reasonable expenses incurred at our request.
- C. We will not investigate any "claim" or defend any "suit" after our applicable Limits of Insurance have been exhausted by payment of judgments or settlements.
- D. In all other instances except Subsection A. in Section III. **DEFENSE**, we will not be obligated to assume charge of the investigation, settlement or defense of any

"claim" or "suit" against the "Insured." We will, however, have the right and will be given the opportunity to participate in the settlement, defense and trial of any "claim" or "suit" relative to any "occurrence" which, in our opinion, may create liability on our part under the terms of this policy. If we exercise such right, we will do so at our own expense.

#### IV. EXCLUSIONS

This insurance does not apply to:

- A. "Bodily injury" or "property damage" expected or intended from the standpoint of the "Insured." This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
- B. Any obligation of the "Insured" under a Workers Compensation, Unemployment Compensation or Disability Benefits Law, or under any similar law, regulation or ordinance.
- C. Any obligation of the "Insured" under the Employee Retirement Income Security Act of 1974 or any amendments to that act, or under any similar law, regulation or ordinance.
- D. Any obligation of the "Insured" under a No Fault, Uninsured Motorist or Underinsured Motorist law, or under any similar law, regulation or ordinance.
- E. "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.

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

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

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

H. 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.

I. "Property damage" to property owned by the "Insured."

J. "Personal injury" or "advertising injury":

1. arising out of oral, written, televised, videotaped, or electronic publication of material, if done by or at the direction of the "Insured" with knowledge of its falsity;
2. arising out of oral, written, televised, videotaped, or electronic publication of material whose first publication took place before the beginning of the policy period;
3. arising out of the willful violation of a penal statute or ordinance committed by or with consent of the "Insured"; or
4. for which the "Insured" has assumed liability in a contract or agreement. This exclusion does not apply to liability for

damages that the "Insured" would have in the absence of the contract or agreement.

K. "Advertising injury" arising out of:

1. breach of contract, other than misappropriation of advertising ideas under an implied contract;
2. the failure of goods, products or services to conform with advertised quality or performance;
3. the wrong description of the price of goods, products or services; or
4. an offense committed by an "Insured" whose business is advertising, broadcasting, publishing or telecasting.

L. Any liability, including but not limited to settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, or consultants, arising out of or in any way related to:

1. The actual, alleged or threatened presence, discharge, dispersal, seepage, migration, release, or escape of "pollutants," however caused.
2. Any request, demand or order that any "Insured" or others test for, monitor, clean-up, remove, contain, treat, detoxify, neutralize or in any way respond to or assess the effects of "pollutants." This includes demands, directives, complaints, "suits," orders or requests brought by any governmental entity or by any person or group of persons.
3. Steps taken or amounts incurred by a governmental unit or any other person or organization to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize or assess the effects of "pollutants."

This exclusion will apply to any liability, costs, charges, or expenses, or any judgments or settlements, arising directly or indirectly out of pollution whether or not the pollution was sudden, accidental, gradual, intended, expected, unexpected, preventable or not preventable.

As used in this exclusion "pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant, including, but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste material. Waste material includes materials which are intended to be or have been recycled, reconditioned or reclaimed.

- M. "Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.
- N. Any liability, including, but not limited to settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, or consultants arising out of or related in any way, either directly or indirectly, to:
  - 1. asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust, including, but not limited to, manufacture, mining, use, sale, installation, removal, or distribution activities;
  - 2. exposure to testing for, monitoring of, cleaning up, removing, containing or treating of asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust; or
  - 3. any obligation to investigate, settle or defend, or indemnify any person against any "claim" or "suit" arising out of, or related in any way, either directly or indirectly, to asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust.
- O. "Bodily injury," "property damage," "personal injury" or "advertising injury" arising out of any:
  - 1. refusal to employ or promote;
  - 2. termination of employment;

3. coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, molestation, humiliation, discrimination or other employment related practices, policies, acts or omissions; or

4. consequential "bodily injury," "property damage," "personal injury" or "advertising injury" as a result of O.1. through O.3.

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

- P. "Bodily injury," "property damage," "personal injury" or "advertising injury" excluded by the **Nuclear Energy Liability Exclusion** attached to this Policy.
- Q. The following Items 1. through 4., except to the extent that such insurance is provided by a policy listed in the Schedule of Underlying Insurance, and for no broader coverage than is provided by such policy:
  - 1. Liability of any employee with respect to "bodily injury," "property damage," "personal injury" or "advertising injury" to you or to another employee of the same employer injured in the course of such employment.
  - 2. "Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, "loading" or "unloading" of any watercraft, if such watercraft is owned, or chartered without crew, by or on behalf of any "Insured." This exclusion will not apply to watercraft while ashore on any premises owned by, rented to, or controlled by you.
  - 3. "Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, "loading" or "unloading" of any aircraft, if such aircraft is owned, or hired without pilot or crew, by or on behalf of any "Insured."

4. "Bodily injury" to:
- a. an employee of any "Insured" arising out of and in the course of:
    - i. employment by any "Insured"; or
    - ii. performing duties related to the conduct of any "Insured's" business; or
  - b. the spouse, child, parent, brother or sister of that employee as a consequence of Paragraph 4.a.

This exclusion applies:

- a. whether any "Insured" may be liable as an employer or in any other capacity; and
- b. to any obligation to share damages with or repay someone else who must pay damages because of the injury.

## V. DEFINITIONS

- A. "Advertising injury" means injury arising solely out of advertising activities of any "Insured" as a result of one or more of the following offenses during the policy period:
1. oral, written, televised, videotaped, or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  2. oral, written, televised, videotaped, or electronic publication of material that violates a person's right of privacy;
  3. misappropriation of advertising ideas or style of doing business;
  4. infringement of copyright, title or slogan; or
  5. mental injury, mental anguish, humiliation, or shock, if directly resulting from Items A.1. through A.4.

- B. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. "Auto" does not include "mobile equipment."
- C. "Bodily injury" means physical injury, sickness, or disease, including death of a person. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock if directly resulting from physical injury, sickness, or disease to that person.
- D. "Claim" means any demand for monetary damages upon an "Insured" resulting from a covered "occurrence."
- E. "Impaired property" means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:
1. it incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  2. you have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
1. the repair, replacement, adjustment or removal of "your product" or "your work"; or
  2. your fulfilling the terms of the contract or agreement.
- F. "Insured" means each of the following, to the extent set forth:
1. The Named Insured meaning:
    - a. Any person or organization listed in Item 1. of the Declarations, and any Company of which you own more than 50%, as of the effective date of this policy.
    - b. 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 to be a Named Insured. However:

- (1) coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - (2) coverage does not apply to "bodily injury," "property damage," "personal injury" or "advertising injury" that occurred before you acquired or formed the organization; and
  - (3) coverage applies only if the organization is included under the coverage provided by the policies listed in the Schedule of Underlying Insurance and then for no broader coverage than is provided under such underlying policies.
2. If you are an individual, you and your spouse, but only with respect to the conduct of a business of which you are the sole owner as of the effective date of this policy.
3. If you are a partnership or joint venture, the partners or members and their spouses but only as respects the conduct of your business.
4. If you are a limited liability company, the members or managers but only as respects the conduct of your business.
5. Any person or organization, other than the Named Insured, included as an additional "Insured" by virtue of an "insured contract," and to which coverage is provided by the "underlying insurance," and for no broader coverage than is provided by the "underlying insurance" to such additional "Insured."
6. Any of your partners, executive officers, directors, or employees but only while acting within the scope of their duties.

However, the coverage granted by this Provision 6. does not apply to the ownership, maintenance, use, "loading" or

"unloading" of any "autos," aircraft or watercraft unless such coverage is included under the policies listed in the Schedule of Underlying Insurance and for no broader coverage than is provided under such underlying policies.

Employees include "leased workers" but not "temporary workers." "Leased workers" are leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform related duties to the conduct of your business. "Leased workers" are not "temporary workers." "Temporary workers" are persons furnished to you to substitute for permanent employees on leave or to meet seasonal or short-term workload conditions.

- 7. Any person, other than one of your employees, or organization while acting as your real estate manager.
  - 8. Any person (other than your partners, executive officers, directors, stockholders or employees) or organizations with respect to any "auto" owned by you, loaned to you or hired by you or on your behalf and used with your permission.
- However, the coverage granted by this Provision 8. does not apply to any person using an "auto" while working in a business that sells, services, repairs or parks "autos" unless you are in that business.
- 9. No person or organization is an "Insured" with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.
- G. "Insured contract" means any oral or written contract or agreement entered into by you and pertaining to your business under which you assume the "tort liability" of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or

agreement. "Tort liability" means a civil liability that would be imposed by law in the absence of any contract or agreement.

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

1. after it is removed from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
2. while it is in or on an aircraft, watercraft or "auto";
3. while it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered.

However, "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."

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

1. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. vehicles maintained for use solely on or next to premises you own or rent;
3. vehicles that travel on crawler treads;
4. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - a. power cranes, shovels, loaders, diggers or drills; or
  - b. road construction or resurfacing equipment such as graders, scrapers or rollers;
5. vehicles not described in 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

a. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment or

- b. cherry pickers and similar devices used to raise or lower workers;
6. vehicles not described in 1., 2., 3., or 4. 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":

- a. equipment designed primarily for:
  - (1) snow removal;
  - (2) road maintenance, but not construction or resurfacing; or
  - (3) street cleaning;
- b. cherry pickers and similar devices mounted on auto or truck chassis and used to raise or lower workers; and
- c. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

**J. "Occurrence" means:**

1. as respects "bodily injury" or "property damage," an accident, including continuous or repeated exposure to substantially the same general harmful conditions;
2. as respects "personal injury," an offense arising out of the business of any "Insured" that results in "personal injury." All damages that arise from the same or related injurious material or acts will be considered as arising out of one "occurrence," regardless of the

- frequency or repetition thereof, the number and kind of media used and the number of claimants;
3. as respects "advertising injury," an offense committed in the course of advertising your goods, products and services that results in "advertising injury." All damages that arise from the same or related injurious material or acts will be considered as arising out of one "occurrence," regardless of the frequency or repetition thereof, the number and kind of media used and the number of claimants.
- K. "Personal injury" means injury other than "bodily injury" or "advertising injury" arising out of one or more of the following offenses during the policy period:
1. false arrest, detention or imprisonment;
  2. malicious prosecution;
  3. 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 by or on behalf of its owner, landlord or lessor;
  4. oral, written, televised, videotaped, or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  5. oral, written, televised, videotaped, or electronic publication of material that violates a person's right of privacy; or
  6. mental injury, mental anguish, humiliation, or shock, if directly resulting from Items K.1. through 5.
- L. 1. "Products-completed operations hazard" means all "bodily injury" and "property damage" from an "occurrence" taking place away from premises you own or rent and arising out of "your product" or "your work" except:
- a. products that are still in your physical possession; or
  - b. work that has not yet been completed or abandoned.
2. "Your work" will be deemed completed at the earliest of the following times:
- a. When all of the work called for in your contract has been completed.
  - b. When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
  - c. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
3. This "products-completed operations hazard" does not include "bodily injury" or "property damage" arising out of:
- a. the transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading" or "unloading" of it;
  - b. the existence of tools, uninstalled equipment or abandoned or unused materials.
- M. "Property damage" means:
1. physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
  2. loss of use of tangible property that is not physically injured. All such loss will be deemed to occur at the time of the "occurrence" that caused it.
- N. "Suit" means a civil proceeding which seeks monetary damages because of "bodily injury," "property damage," "per-

sonal injury," or "advertising injury" to which this insurance applies. "Suit" includes:

1. an arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
  2. any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.
- O. "Underlying insurance" means the insurance coverage provided under policies shown in the Schedule of Underlying Insurance, or any additional policies agreed to by us in writing. It includes any policies issued to replace those policies during the term of this insurance that provide:

1. at least the same policy limits; and
2. insurance for the same hazards, except as to any modifications which are agreed to by us in writing.

P. "Your product" 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.

"Your product" includes:

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

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

Q. "Your work" 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.

"Your work" 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.

## VI. Conditions

### A. Appeals

If the "Insured" or an "Insured's" underlying insurers do not appeal a judgment in excess of the "retained limit," we have the right to make such an appeal. If we elect to appeal, our liability on such an award or judgment will not exceed our Limits of Insurance as stated in Item 4. of the Declarations plus the cost and expense of such appeal.

### B. Audit

We may audit and examine your books and records as they relate to this policy at any time during the period of this policy and for up to three years after the expiration or termination of this policy.

### C. Bankruptcy or Insolvency

The bankruptcy, insolvency or inability to pay of any "Insured" or the bankruptcy, insolvency or inability to pay of any of the Underlying Insurers will not relieve us from the payment of any "claim" or "suit" covered by this policy. Under no circumstances will such bankruptcy, insolvency or inability to pay require us to drop down and replace the "retained limit" or assume any obligation with the "retained limit."

#### **D. Cancellation**

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. If we cancel because of nonpayment of premium, we must mail or deliver to you not less than ten (10) days advance written notice stating when the cancellation is to take effect. If we cancel for any other reason, we must mail or deliver to you not less than thirty (30) days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1. of the Declarations will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the Minimum Premium as shown in Item 3. of the Declarations.
5. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force and increased by our short rate cancellation table and procedure. Final premium will not be less than the Minimum Premium as shown in Item 3. of the Declarations.
6. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter but the cancellation will be effective even if we have not made or offered any refund due you. Our check or our representative's check, mailed or delivered, will be sufficient tender of any refund due you.
7. The first Named Insured in Item 1. of the Declarations will act on behalf of all other "Insured's" with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this policy.

8. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

#### **E. Changes**

Notice to any agent or knowledge possessed by any agent or any other person will not effect a waiver or a change in any part of this policy. This policy can only be changed by a written endorsement that becomes a part of this policy and that is signed by one of our authorized representatives.

#### **F. Duties in The Event of An Occurrence, Claim Or Suit**

1. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a "claim" or "suit" under this policy. To the extent possible, notice will include:
  - a. how, when and where the "occurrence" took place;
  - b. the names and addresses of any injured person and witnesses;
  - c. the nature and location of any injury or damage arising out of the "occurrence."
2. If a "claim" or "suit" against any "Insured" is reasonably likely to involve this policy you must notify us in writing as soon as practicable.
3. You and any other involved "Insured" must:
  - a. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
  - b. authorize us to obtain records and other information;

- c. cooperate with us in the investigation, settlement or defense of the "claim" or "suit"; 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. The "Insured's" will not, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

#### **G. Inspection**

We have the right, but are not obligated, to inspect the premises and operations of any "Insured" at any time. Our inspections are not safety inspections. They relate only to the insurability of the premises and operations of any "Insured" and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person or organization to provide for the health or safety of any employees or the public. We do not warrant that the premises or operations of any "Insured" are safe or healthful or that they comply with laws, regulations, codes or standards.

#### **H. Legal Actions Against Us**

There will be no right of action against us under this insurance unless:

- 1. you have complied with all the terms of this policy; and
- 2. the amount you owe has been determined by settlement with our consent or by actual trial and final judgment;

This insurance does not give anyone the right to add us as a party in an action against you to determine your liability.

#### **I. Maintenance of Underlying Insurance**

During the period of this policy, you agree:

- 1. to keep the policies listed in the Schedule of Underlying Insurance in full force and effect;
- 2. that any renewals or replacements of the policies listed in the Schedule of Underlying Insurance will not be more restrictive in coverage;
- 3. that the Limits of Insurance of the policies listed in the Schedule of Underlying Insurance will be maintained except for any reduction or exhaustion of aggregate limits by payment of "claims" or "suits" for "occurrences" covered by "underlying insurance"; and
- 4. that the terms, conditions and endorsements of the policies listed in the Schedule of Underlying Insurance will not change during the period of this policy such as to increase the coverage afforded under this policy.

If you fail to comply with these requirements, we will only be liable to the same extent that we would have been had you fully complied with these requirements.

#### **J. Other Insurance**

If other insurance applies to a loss that is also covered by this policy, this policy will apply excess of the other insurance. Nothing herein will be construed to make this policy subject to the terms, conditions and limitations of such other insurance. However, this provision will not apply if the other insurance is specifically written to be excess of this policy.

#### **K. Premium**

The first Named Insured designated in Item 1. of the Declarations will be responsible for payment of all premiums when due.

The premium for this policy will be computed on the basis set forth in Item 3. of the Declarations. At the beginning of the policy period, you must pay us the Advance Premium shown in Item 3. of the Declarations.

When this policy expires or if it is canceled, we will compute the earned premium for the time this policy was in force. If this policy is subject to audit adjust-

ment, the actual exposure basis will be used to compute the earned premium. If the earned premium is greater than the Advance Premium, you will promptly pay us the difference. If the earned premium is less than the Advance Premium, we will return the difference to you. But in any event we will retain the Minimum Premium as shown in Item 3. of the Declarations for each twelve months of our policy period.

#### **L. Separation of Insureds**

Except with respect to our Limits of Insurance and any rights or duties specifically assigned to the first Named Insured designated in Item 1. of the Declarations, 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" brought.

#### **M. Transfer of Rights of Recovery Against Others to Us**

If any "Insured" has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The "Insured" must do nothing after loss to impair those rights and must help us enforce them.

Any recoveries will be applied as follows:

1. any interests, including the "Insured," that have paid an amount in excess of our payment under this policy will be reimbursed first;
2. we then will be reimbursed up to the amount we have paid; and
3. lastly, any interests, including the "Insured," over which our insurance is excess, are entitled to claim the residue.

Expenses incurred in the exercise of rights of recovery will be apportioned between the interests, including the "Insured," in the ratio of their respective recoveries as finally settled.

#### **N. Terms Conformed to Statute**

The terms of this Policy which are in conflict with the statutes of the state where this Policy is issued are amended to conform to such statutes.

If we are prevented by law or statute from paying on behalf of an "Insured," then we will, where permitted by law or statute, indemnify the "Insured" for those sums in excess of the "retained limit."

#### **O. Transfer of Your Rights And Duties**

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

If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. However, notice of cancellation sent to the first Named Insured designated in Item 1. of the Declarations and mailed to the address shown in this policy will be sufficient notice to effect cancellation of this policy.

#### **P. When Loss Is Payable**

Coverage under this policy will not apply unless and until any "Insured" or an "Insured's" underlying insurer is obligated to pay the "retained limit."

When the amount of loss has finally been determined, we will promptly pay on behalf of the "Insured" the amount of loss falling within the terms of this policy.

You will promptly reimburse us for any amount within the Self-Insured Retention advanced by us at our discretion on behalf of any "Insured."

## NUCLEAR ENERGY LIABILITY EXCLUSION

This policy does not apply to:

**1. Any liability, injury or damage:**

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

**2. Any injury or "nuclear property damage" resulting from the "hazardous properties" of "nuclear material," if:**

- a.** the "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, any "Insured" or (b) has been discharged or dispersed therefrom;
- b.** the "nuclear material" is contained in "spent fuel" or "nuclear waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of any "Insured"; or
- c.** the injury or "nuclear property damage" arises out of the furnishing by any "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 2.c. applies only to "nuclear property damage" to such "nuclear facility" and any property therein.

**3. As used in this exclusion:**

- a.** "Hazardous properties" includes radioactive, toxic or explosive properties.
- b.** "Nuclear facility" means:
  - i.** any "nuclear reactor";
  - ii.** any equipment or device designed or used for
    - (1)** separating the isotopes of uranium or plutonium,
    - (2)** processing or utilizing "spent fuel" or
    - (3)** handling, processing or packaging "nuclear waste";
  - iii.** any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of any "Insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
  - iv.** any structure, basin, excavation, premises or place prepared or used for the storage or disposal of, "nuclear waste," and includes the site on which any of the foregoing is located, all operations considered on such site and all premises used for such operations.
- c.** "Nuclear material" means "source material," "special nuclear material" or by-product material.
- d.** "Nuclear property damage" includes all forms of radioactive contamination of property.

- e. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- f. "Nuclear waste" means any nuclear waste material (a) containing "by-product material" other than the tailings of nuclear waste 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 within the definition of "nuclear facility" under Paragraph 3.b.i. or 3.b.ii.
- g. "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.
- h. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor."

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

**In Witness Whereof**, we have caused this policy to be executed and attested, but this policy will not be valid unless countersigned by one of our duly authorized representatives, where required by law.

COMMERCIAL UMBRELLA COVERAGE  
CU 60 39 01 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, 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:

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## UNDERLYING COVERAGE REQUIREMENT FOR CERTIFIED ACTS OF TERRORISM

With respect to any one or more "certified acts of terrorism," we will be liable only for that portion of damages, subject to the Each Occurrence Limit stated in the Declarations, in excess of the total amounts stated as the applicable limits of the underlying policies listed in the Schedule of Underlying Insurance and the applicable limits of any other insurance providing coverage to the "Insured" during the Policy Period.

If you fail to comply with this Underlying Coverage Requirement for Certified Acts of Terrorism and you do not maintain your underlying limits as scheduled, we will only be liable to the same extent that we would have been had you fully complied with this requirement.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, 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:

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

This exclusion does not apply to the extent that insurance is provided by a policy listed in the Schedule of Underlying Insurance, and for no broader coverage than is provided by such policy.

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

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

**AUTO LIABILITY - FOLLOWING FORM**

The following exclusion is added to Section IV - EXCLUSIONS:

Any liability arising out of the ownership, maintenance, operation, use, "loading" or "unloading" of any "auto," except to the extent that such insurance is provided by a policy listed in the Schedule of Underlying Insurance, and for no broader coverage than is provided by such policy.

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

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

**CONTRACTORS LIMITATION ENDORSEMENT**

Exclusions **IV.F.** and **IV.G.** are deleted from this policy and the following exclusion is added to Section **IV - EXCLUSIONS:**

1. a. Any liability assumed by any "Insured" under any "insured contract"; or  
b. Any "property damage":
  - (1) to "your product" arising out of it or any part of it;
  - (2) to "your work" arising out of it or any part of it and included in the "products-completed operations hazard";
  - (3) to property leased or rented to, occupied or used by or in the care, custody or control of any "Insured" or as to which any "Insured" is for any purpose exercising physical control;
  - (4) arising out of:
    - (a) blasting or explosion other than the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment; or
    - (b) the collapse of or structural injury to any building or structure due to (a) grading of land, excavation, burrowing, filling or back-filling, tunneling, pile driving, coffer-dam work or caisson work, or (b) moving, shoring, underpinning, razing or demolition of any building or structure, or removal or rebuilding of any structural support thereof; or
    - (c) injury to or destruction of wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, back-filling, or pile driving;

except to the extent that such insurance is provided by a policy listed in the Schedule of Underlying Insurance, and for no broader coverage than is provided by such policy.

2. Any liability arising out of:
  - a. any project insured under a wrap-up or any similar rating plan; or
  - b. the rendering of or failure to render any professional services, including but not limited to:
    - (1) the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - (2) supervisory, inspection, architectural or engineering activities.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NEBRASKA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE PART  
EXCESS LIABILITY COVERAGE PART

Section VI - CONDITION D. Cancellation, Paragraph 2 is deleted and the following condition is added to Section VI - CONDITIONS:

### D. Cancellation

2. a. If this policy has been in effect for 60 days or less, we may cancel this policy for any reason.
- b. If this policy has been in effect for 60 days or more, or is a renewal policy we issued, we may cancel this policy only for one or more of the following reasons:
  - (1) nonpayment of premium;
  - (2) the policy was obtained through a material misrepresentation;
  - (3) violation by you of any of the terms and conditions of this policy;
  - (4) the risk originally accepted has substantially increased;
  - (5) certification to the Director of Insurance of our loss of reinsurance which provided coverage to us for all or a substantial part of the underlying risk insured;
  - (6) the determination by the Director of Insurance that the continuation of the policy could place us in violation of the Nebraska Insurance laws; or  
    any "Insured" has submitted a fraudulent claim.
- c. If we cancel this policy subject to 2.a. or 2.b. above, we will mail to the first Named Insured a written notice of cancellation, stating the reasons for cancellation, at least:
  - (1) 10 days before the effective date of cancellation if we cancel for non-payment of premium; or
  - (2) 60 days before the effective date of cancellation if we cancel for any other reason.
- d. We will mail our notice by first-class mail to the first Named Insured's last mailing address known to us. A United States Postal Service Certificate of mailing shall be sufficient proof of receipt of notice on the third calendar day after the date of the certificate of mailing.  
If the policy has been in effect 60 days or more or is a renewal or continuation policy, and we cancel for:
  - (1) Nonpayment of premium to a premium finance company; or
  - (2) Any reason other than nonpayment of premium;notice of cancellation will be sent by registered or certified mail.

The following CONDITION is added and supersedes any other provision to the contrary:

### Nonrenewal

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured, at least 60 days prior to the expiration date of this policy.
2. Any notice of nonrenewal will be sent by first class mail to the first Named Insured's last mailing address known to us. A United States Postal Service Certificate of Mailing shall be sufficient proof of receipt of notice on the third calendar day after the date of the certificate of mailing.

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

**FOREIGN LIABILITY - FOLLOWING FORM**

The following exclusion is added to Section IV - EXCLUSIONS:

Any "bodily injury," "property damage," "personal injury," or "advertising injury" which occurs outside the United States of America, its territories and possessions, Puerto Rico, or Canada, except to the extent that such insurance is provided by a policy listed in the Schedule of Underlying Insurance, and for no broader coverage than is provided by such policy.

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

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

## **FUNGI OR BACTERIA EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL UMBRELLA COVERAGE PART**

The following is added to **Section IV - EXCLUSIONS:**

This insurance does not apply to:

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

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption, but only to the extent that insurance is provided by a policy listed in the Schedule of Underlying Insurance, and for no broader coverage than is provided by such policy.

As used in this exclusion:

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

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

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

## **EXTERIOR INSULATION AND FINISH SYSTEM EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL UMBRELLA COVERAGE PART**

**A. The following exclusion is added to SECTION IV. - EXCLUSIONS:**

This insurance does not apply to:

"Bodily injury," "property damage," "personal injury," "advertising injury" or "personal or advertising injury" arising out of, caused by, or attributable to, whether in whole or in part, the following:

1. The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction, or replacement, of any "exterior insulation and finish system," or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such system; or
2. "Your product" or "your work" with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system," or any substantially similar system, is used on the part of that structure containing that component, fixture or feature.

**B For the purposes of this exclusion, the following definition is added to SECTION V. DEFINITIONS:**

"Exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:

1. A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;
2. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
3. A reinforced or unreinforced base coat;
4. A finish coat providing surface texture to which color may be added; and
5. Any flashing, caulking or sealant used with the system for any purpose.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF THE LAW EXCLUSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL UMBRELLA COVERAGE PART

The following exclusion is added to Section IV - Exclusions:

This insurance does not apply to:

Any liability arising directly or indirectly out of any action or omission that violates or is alleged to violate:

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SILICATE EXCLUSION

The following exclusion is added to **Section IV - EXCLUSIONS:**

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

1. Any actual, alleged, or threatened inhalation of, ingestion of, contact with, exposure to, existence of, use of, or presence of any "silicate," regardless of whether any other cause, event, material, substance, or product contributed to such liability;
2. Any "loss," cost, or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediation, disposing of, or in any way responding to or assessing the effects of, any "silicate," by any insured or by any other person or entity.

This exclusion applies regardless of whether the actual, alleged, or threatened inhalation of, ingestion of, contact with, exposure to, existence of, use of, or presence of the "silicate" was sudden, accidental, gradual, intended, expected, unexpected, preventable, not preventable, manmade, naturally occurring, or any combination of the foregoing.

As used in this exclusion, "silicate" includes, but is not limited to, (a) silica in any form, from any source, (b) any compound, substance, product, mineral, dust, or material containing silica in any form, from any source, and (c) any salt produced by the action of silicic acid, in any form, from any source.

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

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

## **AMENDMENT TO THE DEFINITION OF PROPERTY DAMAGE**

Definition M. is deleted from Section V. **Definitions** and is replaced with the following:

"Property damage" means:

1. 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
2. loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

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

As used in this definition:

"Electronic data" includes, but is not limited to, 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.

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

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

## **ECONOMIC OR TRADE SANCTIONS CONDITION ENDORSEMENT**

The following is added to Section VI - CONDITIONS:

### **Economic or Trade Sanctions**

If coverage for a claim or suit under this policy is in violation of any United States of America economic or trade sanctions, including but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control ("OFAC"), then coverage for that claim or suit will be null and void.

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

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

**MOBILE EQUIPMENT - FOLLOWING FORM**

The following exclusion is added to Section IV - EXCLUSIONS:

Any liability for or arising out of the ownership, maintenance, operation, use, "loading" or "unloading" of any "mobile equipment" except to the extent that such insurance is provided by a policy listed in the Schedule of Underlying Insurance, and for no broader coverage than is provided by such policy.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

### **COMMERCIAL UMBRELLA COVERAGE FORM**

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

This insurance does not apply to:

#### **TERRORISM PUNITIVE DAMAGES**

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

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

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, 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:

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

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

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

## **WAR LIABILITY EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL UMBRELLA COVERAGE PART**

Exclusion **M.** under Section IV - Exclusions is replaced by the following:

This insurance does not apply to:

**M.** "Bodily injury", "property damage", "personal injury" or "advertising injury", however caused, arising, directly or indirectly, out of:

1. War, including undeclared or civil war; or
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.

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

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

**NON-CUMULATION OF LIABILITY (SAME OCCURRENCE)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL UMBRELLA COVERAGE PART**

The following is added to paragraph **D.** under **SECTION II - LIMITS OF INSURANCE:**

Non-Cumulation of Liability - Same Occurrence - If one "occurrence" causes "bodily injury" or "property damage" during the policy period and during the policy period of one or more prior, or future, commercial umbrella policy(ies) issued to you by us, then this policy's Each Occurrence Limit will be reduced by the amount of each payment made by us under the other policy(ies) because of such "occurrence."

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

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

## **EMPLOYMENT-RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL UMBRELLA COVERAGE PART**

**Exclusion O. under Section IV - Exclusions** is replaced by the following:

This insurance does not apply to:

**O. "Bodily injury", "personal injury" or "advertising injury" to:**

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

This exclusion applies:

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL UMBRELLA COVERAGE PART

#### A. SECTION I. COVERAGE under the **INSURING AGREEMENTS** is replaced by the following:

##### I. COVERAGE

- A. We will pay on behalf of the "Insured" those sums in excess of the "Retained Limit" that the "Insured" becomes legally obligated to pay by reason of liability imposed by law or assumed by the "Insured" under an "insured contract" because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. The amount we will pay for damages is limited as described in the **INSURING AGREEMENT, SECTION II. LIMITS OF INSURANCE**. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SECTION III. DEFENSE**.
- B. This insurance applies to:
  1. "Bodily injury" or "property damage" only if:
    - a. The "bodily injury" or "property damage" occurs during the Policy Period; and
    - b. The "bodily injury" or "property damage" is caused by an "occurrence" happening anywhere; and
    - c. Prior to the Policy Period, no "Insured" listed under paragraphs 1.a., 2., 3. or 4. of definition F. under **SECTION V. DEFINITIONS**, and no employee authorized by you to give or receive notice of an "occurrence" or "claim", knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed "Insured" or authorized employee knew, prior to the Policy Period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the Policy Period will be deemed to have been known prior to the Policy Period.
  2. "Personal and advertising injury" caused by an "offense" arising out of your business but only if the "offense" was committed during the Policy Period.
- C. "Bodily injury" or "property damage" which occurs during the Policy Period and was not, prior to the Policy Period, known to have occurred by any "Insured" listed under paragraphs 1.a., 2., 3. or 4. of definition F. under **SECTION V. DEFINITIONS**, or any employee authorized by you to give or receive notice of an "occurrence" or "claim", includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the Policy Period.
- D. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any "Insured" listed under paragraphs 1.a., 2., 3. or 4. of definition F. under **SECTION V. DEFINITIONS**, or any employee authorized by you to give or receive notice of an "occurrence" or "claim":
  1. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
  2. Receives a written or verbal demand or "claim" for damages because of "bodily injury" or "property damage"; or
  3. Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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

B. **SECTION II. LIMITS OF INSURANCE** is amended as follows:

1. Paragraph B. is replaced by the following:

B. The General Aggregate Limit is the most we will pay for all damages covered under **SECTION I. COVERAGE** of the **INSURING AGREEMENTS**, except:

1. Damages included in the "products-complete operations hazard"; and
2. Coverages included in the policies listed in the Schedule of Underlying Insurance to which no underlying aggregate limit applies.

The amount stated on the Declarations as the General Aggregate Limit is the most we will pay for all damages arising out of any "bodily injury", "property damage" or "personal and advertising injury" subject to an aggregate limit in the "underlying insurance". The General Aggregate applies separately and in the same manner as the aggregate limits in the "underlying insurance".

2. Paragraph D. is replaced by the following:

D. Subject to B. or C. in **SECTION II. LIMITS OF INSURANCE**, whichever applies, the Each Occurrence Limit is the most we will pay for "bodily injury", "property damage" or "personal and advertising injury" covered under **SECTION I. COVERAGE** of the **INSURING AGREEMENTS** because of all:

1. "Bodily injury" or "property damage" arising out of one "occurrence"; and
2. "Personal and advertising injury" arising out of one "offense".

3. Provision 2. of paragraph G. is replaced by the following:

2. the amount stated in the Declarations as the Self- Insured Retention as a result of any one "occurrence" or one "offense" not covered by the underlying policies listed in the Schedule of Underlying Insurance nor by any other insurance providing coverage to the "Insured" during the Policy Period;

C. **SECTION III. DEFENSE** is amended as follows:

1. Paragraph A. is replaced by the following:

A. We will have the right and duty to investigate any "claim" and defend any "suit" seeking damages covered by the terms and conditions of the policy when:

1. The applicable Limits of Insurance of the underlying policies listed in the Schedule of Underlying Insurance and the Limits of Insurance of any other insurance providing coverage to the "Insured" have been exhausted by actual payment of "claims" for any "occurrence" or "offense" to which this policy applies; or
2. Damages are sought for any one "occurrence" or "offense" which is covered by this policy but not covered by any underlying policies listed in the Schedule of Underlying Insurance or any other insurance providing coverage to the "Insured".

2. Paragraph B.1. is replaced by the following:

1. We will investigate any "claim" and defend any "suit" against the "Insured" seeking damages on account of any "occurrence" or "offense" covered by this policy. We have the right to investigate, defend and settle the "claim" or "suit" as we deem expedient.

3. Paragraph D. is replaced by the following:

D. In all other instances except paragraph A. in **SECTION III. DEFENSE**, we will not be obligated to assume charge of the investigation, settlement or defense of any "claim" or "suit" against the "Insured." We will, however, have the right and will be given the opportunity to participate in the settlement, defense and trial of any "claim" or "suit" relative to any "occurrence" or "offense" which, in our opinion, may create liability on our part under the terms of this policy. If we exercise such right, we will do so at our own expense.

**D. SECTION IV. EXCLUSIONS** is amended as follows:

**1. Exclusion J. is replaced by the following:**

This insurance does not apply to:

**J. "Personal and advertising injury":**

1. Caused by or at the direction of the "Insured" with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".
2. Arising out of oral or written publication of material, if done by or at the direction of the "Insured" with knowledge of its falsity.
3. Arising out of oral or written publication of material whose first publication took place before the beginning of the Policy Period.
4. Arising out of a criminal act committed by or at the direction of the "Insured".
5. For which the "Insured" has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages the "Insured" would have in the absence of the contract or agreement..
6. Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".
7. Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".
8. Arising out of the wrong description of the price of goods, products or services stated in your "advertisement".
9. Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

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

**10. Committed by an "Insured" whose business is:**

- a. Advertising, broadcasting, publishing or telecasting;
- b. Designing or determining content of web-sites for others; or
- c. An Internet search, access, content or service provider.

However, this exclusion does not apply to paragraphs K.1., K.2. or K.3. of the definition of "personal and advertising injury" under **SECTION V. DEFINITIONS**.

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

11. Arising out of an electronic chatroom or bulletin board the "Insured" hosts, owns or over which the "Insured" exercises control.
12. Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**2. Exclusion K. is deleted.**

**E. SECTION V. DEFINITIONS** is amended as follows:

**1. Definition A. is deleted and replaced by the following:**

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

1. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

2. 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. The following is added to definition C.:  
"Bodily injury" does not include "bodily injury" arising out of "personal and advertising injury".
3. Definition D. is replaced by the following:  
"Claim" means any demand for monetary damages upon any "Insured" resulting from a covered "occurrence" or "offense".
4. Definition J. is replaced by the following:
  - J. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
5. Definition K. is deleted and replaced by the following:
  - K. "Personal and advertising injury" means injury other than "bodily injury", arising out of one or more of the following offenses:
    1. False arrest, detention or imprisonment;
    2. Malicious prosecution;
    3. 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 the owner, landlord or lessor;
    4. 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;.
    5. Oral or written publication, in any manner, of material that violates a person's right of privacy;
    6. The use of another's advertising idea in your "advertisement"; or
    7. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
6. The following definitions are added:  
"Consequential bodily injury" means "bodily injury" arising out of "personal and advertising injury".  
"Offense" means an offense included in the definition of "personal and advertising injury". All damages that arise from exposure to the same act, publication or infringement are considered one "offense".

**F. SECTION VI. CONDITIONS** is amended as follows:

1. Condition F. is amended as follows:
  - a. The title is replaced by the following:

**F. Duties In the Event Of An Occurrence, Offense, Claim Or Suit**
  - b. Paragraph 1. is replaced by the following:
    1. You must see to it that we are notified as soon as practicable of an "occurrence" or "offense" which may result in a "claim" or "suit" under this policy. To the extent possible, notice will include:
      - a. How, when and where the "occurrence" or "offense" took place;
      - b. The names and addresses of any injured person and witnesses;
      - c. The nature and location of any injury or damage arising out of the "occurrence" or "offense".

2. Paragraph 3. of Condition I. is replaced by the following:
  3. that the Limits of Insurance of the policies listed in the Schedule of Underlying Insurance will be maintained except for any reduction or exhaustion of aggregate limits by payment of "claims" or "suits" for "occurrences" or "offenses" covered by "underlying insurance"; and
- G. Wherever the defined term, "personal injury" or "advertising injury", appears in the following, such terms are deleted and replaced by the combined defined term "personal and advertising injury":
  1. Commercial Umbrella Coverage Form provisions:
    - a. Exclusions O., P. and Q. under **SECTION IV. EXCLUSIONS**; or
    - b. Definitions F. and N. under **SECTION V. DEFINITIONS**; or
  2. Any endorsements that are made a part of this policy.

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

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

## **AMENDMENT OF DEFINITION OF INSURED**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL UMBRELLA COVERAGE PART**

Paragraph **F.5.** under **SECTION V. DEFINITIONS** is replaced by the following:

5. Any person or organization who qualifies as an insured in the "underlying insurance" and does not qualify as an "Insured" in paragraphs 1., 2., 3., 4., 6., 7., or 8. of this definition F., but not beyond the extent of any limitation imposed under any contract or agreement. However:
  - a. The coverage provided to such person or organization by this insurance will not be broader than the coverage afforded by the applicable "underlying insurance"; and
  - b. If coverage provided to such person or organization is required by a contract or agreement, the limits of insurance afforded to that person or organization will be:
    - (1) The difference between the applicable "underlying insurance" limits and the minimum limits of insurance which you agreed to provide in a contract or agreement; or
    - (2) The limits of insurance of this policy

whichever is less.

If the minimum limits of insurance you agreed to provide such person or organization in a contract or agreement are wholly within the "underlying insurance", this policy shall not apply.

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

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

**CONDITIONAL EXCLUSION OF TERRORISM INVOLVING NUCLEAR,  
BIOLOGICAL OR CHEMICAL TERRORISM (RELATING TO DISPOSITION  
OF FEDERAL TERRORISM RISK INSURANCE ACT)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL UMBRELLA COVERAGE PART**

**A. Applicability Of The Provisions Of This Endorsement**

1. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.
  - a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Part; or
  - b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:
    - (1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or
    - (2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
    - (3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.
2. If the provisions of this endorsement become applicable, such provisions:
  - a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism," but only with respect to an incident(s) of terrorism (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable (for claims made policies, such an endorsement is superseded only with respect to an incident of terrorism (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and
  - b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.
3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism" will continue in effect unless we notify you of changes to that endorsement in response to federal law.

- B.** The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:

"Terrorism" means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:
  - a. Use or threat of force or violence; or
  - b. Commission or threat of a dangerous act; or
  - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
2. When one or both of the following applies:
  - a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
  - b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

"Any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal injury" "advertising injury", or "personal and advertising injury" as may be defined in any applicable Coverage Part or "underlying insurance".

- C.** The following exclusion is added:

#### **EXCLUSION OF TERRORISM**

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

In the event of any incident of "terrorism" that is not subject to this Exclusion, coverage does not apply to "any injury or damage" that is otherwise excluded under this Coverage Part or Policy.

All other terms and provisions remain the same.

\*G120001610000275553638401114\*



9450 Seward Road  
Fairfield, OH 45014-5456

INSURANCE

NEBRASKA'S BEST LAWN & LANDSCAPE,  
7535 N 120TH ST  
OMAHA NE 68142

\*G120001610000275553638401114\*



9450 Seward Road  
Fairfield, OH 45014-5456

TO: NEBRASKA'S BEST LAWN & LANDSCAPE,  
7535 N 120TH ST  
OMAHA NE 68142

**BAS**  
**55536384**  
**04/01/2015**

**LOCKTON COMPANIES LLC**

1015 N 98TH ST STE 101

OMAHA, NE 68114-2357

11. *Phragmites australis* (Cav.) Trin. ex Steud.

We strive to produce a quality product for our agents to deliver to the policyholder. In doing so, we ask that you assist us by taking time to review the enclosed policy accuracy. If there are any modifications that need to be made, we request that you return this letter to the Business Center outlining what is in error.

Named Insured: NEBRASKA'S BEST LAWN & LANDSCAPE,

Corrections needed to be made on this policy (This form is not for routine change requests):

Thank you for your assistance.

Please send to: *Liberty Mutual Insurance*

**ATTENTION: C.S.I. UNIT**

CAU:

**N O N E**