



EMPLOYERS MUTUAL CASUALTY COMPANY

PRIOR POLICY: 5D3-49-24

## GENERAL LIABILITY DECLARATIONS

POLICY PERIOD: FROM 09/01/21 TO 09/01/22

\*-----\*  
\* POLICY NUMBER \*  
\* 5 D 3 - 4 9 - 2 4 ---22 \*  
\*-----\*

NAMED INSURED:

PRODUCER:

WESTSIDE COMMUNITY SCHOOLS  
FOUNDATION, INC.  
909 S 76TH ST  
OMAHA NE 68114-4519LOCKTON COMPANIES, LLC  
13710 FNB PKWY STE 400  
OMAHA NE 68154-5298

AGENCY BILL

AGENT: AB 8210  
AGENT PHONE: (402)970-6100  
CLAIM REPORTING: (888)362-2255  
SERVICING CARRIER: (402)951-8300

INSURED IS: FOUNDATION

BUSINESS DESC: FOUNDATION

## LIMITS OF INSURANCE

EACH OCCURRENCE LIMIT	\$	1,000,000	
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$	500,000	ANY ONE PREMISES
MEDICAL EXPENSE LIMIT	\$	10,000	ANY ONE PERSON
PERSONAL AND ADVERTISING INJURY LIMIT	\$	1,000,000	ANY ONE PERSON OR ORGANIZATION
GENERAL AGGREGATE LIMIT	\$	2,000,000	
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$	2,000,000	

## COVERAGES PROVIDED

## PREMIUM

OTHER THAN PRODUCTS/COMPLETED OPERATIONS \$ 6,137.00

TOTAL ESTIMATED POLICY PREMIUM \$ 6,137.00

SEE ATTACHED SCHEDULE FOR LOCATION  
OF ALL PREMISES OWNED, RENTED OR OCCUPIED.

## FORMS APPLICABLE:

CG0001(04/13)\*, CG2106(05/14)\*, CG2116(04/13)\*, CG2147(12/07)\*,  
CG2167(12/04)\*, CG2170(01/15)\*, CG2176(01/15)\*, CG2240(01/96)\*,  
CG2267(10/93)\*, CG2268(09/97)\*, CG2271(12/19)\*, CG7001A(10/12)\*,  
CG7003(10/13)\*, CG7105(07/14)\*, CG7131(01/06)\*, CG7140(07/14)\*,  
CG7144(08/99)\*, CG7177(10/01)\*, CG7183(10/01)\*, CG7193(10/13)\*,  
CG7428(11/98)\*, CG7551(10/19)\*, CG7626(03/09)\*, CG7644(02/09)\*,  
CG7699(01/21)\*, CG8254(12/20)\*, IL0017(11/98)\*, IL0021(05/02)\*,  
IL0259(12/17)\*, IL7004(03/20)\*, IL7028(05/15)\*, IL7131A(04/01)\*,  
IL8021(04/88)\*, IL8383.2A(12/20)\*, IL8384A(01/08)\*, IL8576(10/17)\*

AUDIT PERIOD: ANNUAL

DATE OF ISSUE: 07/15/21 BPP

FORM CG7000A ED. 08-99 BPP 09/01/21 016 TB 5D34924 2201



EMPLOYERS MUTUAL CASUALTY COMPANY

POLICY NUMBER: 5D3-49-24---22

WESTSIDE COMMUNITY SCHOOLS

EFF DATE: 09/01/21

EXP DATE: 09/01/22

GENERAL LIABILITY POLICY  
DECLARATIONS

## =====

## ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
*CG0001	04-13	COMMERCIAL GEN LIABILITY COV FORM	
*CG2106	05-14	EXCL-ACCESS/DISCL OF CONFID/PERSONAL	
*CG2116	04-13	EXCL-DESIGNATED PROFESSIONAL SERVICE DESC OF PROFESSIONAL SERVICES: ANY AND ALL PROFESSIONAL SERVICES EXCEPT AS PROVIDED BY NURSES, HEALTH AIDES, PSYCHOLOGIST, PSYCHIATRISTS, SPEECH, HEARING, AND VISION CLINICIANS, AUDIOLOGIST, OCCUPATIONAL & PHYSICAL THERAPISTS, CONSULTANTS, SOCIAL WORKERS AND INSTRUCTIONAL TEACHERS WHILE EMPLOYED BY YOU, BUT ONLY FOR ACTS WITHIN THE SCOPE OF THEIR EMPLOYMENT BY YOU.	
*CG2147	12-07	EXCL-EMPLOYMENT RELATED PRACTICES	
*CG2167	12-04	FUNGI OR BACTERIA EXCLUSION	
*CG2170	01-15	CAP/LOSSES FROM CERT ACTS/TERRORISM	
*CG2176	01-15	EXCL PUNITIVE DMGS ACTS OF TERRORISM	
*CG2240	01-96	EXCL-MED PAYMENTS-DAY CARE CENTERS	
*CG2267	10-93	CORPORAL PUNISHMENT	
*CG2268	09-97	OPER OF CUST AUTOS/PARTCLR PREMISES	
*CG2271	12-19	COLLEGES/SCHOOLS LIMITED FORM	
*CG7001A	10-12	GENERAL LIABILITY SCHEDULE	
*CG7003	10-13	GL QUICK REFERENCE (OCCURRENCE)	
*CG7105	07-14	EXT OF THE DEFINITION OF INSURED	
*CG7131	01-06	EXCLUSION-DESIGNATED OPERATION	
*CG7140	07-14	INJ TO CO-EMPL &/OR O/VOLUNTEER WKRS NAME/CONCESSIONAIRES/JOB TITLES/ POLITICAL ENTITY/ASSOC. OR ORG./ETC. ALL EMPLOYEES	
*CG7144	08-99	POLLUTION EXCLUSION AMENDMENT	
*CG7177	10-01	POLITICAL SUBDIVISION TORT CLAIMS-NE	
*CG7183	10-01	EXTENSION OF PER & ADV INJ LIAB	
*CG7193	10-13	AI-OWN/LESS/CONTR-INCL COMP OPS NAME: WESTSIDE COMMUNITY SCHOOLS DISTRICT NO. 66	
*CG7428	11-98	AMEND - AGGREGATE LIMIT PER LOCATION	
*CG7551	10-19	ABUSE OR MOLESTATION LIABILITY	
*CG7626	03-09	EMPLOYEE BENEFITS LIABILITY COVERAGE EACH EMPLOYEE \$ 1,000,000 AGGREGATE \$ 2,000,000 DEDUCTIBLE EACH EMPLOYEE \$ 1,000 NONE	
*CG7644	02-09	CONTRACTORS OCCURRENCE DEFINITION	
*CG7699	01-21	GENERAL LIAB ELITE EXT/SCHOOL	

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FORM: IL7131A (ED. 04-01)

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WESTSIDE COMMUNITY SCHOOLS

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GENERAL LIABILITY POLICY  
DECLARATIONS

ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
*CG8254	12-20	ADVISORY NOTICE TO POLICYHOLDERS	
*IL0017	11-98	COMMON POLICY CONDITIONS	
*IL0021	05-02	NUCLEAR ENERGY LIAB EXCL/BROAD FORM	
*IL0259	12-17	NE CHANGES - CANCELLATION/NONRENEWAL	
*IL7004	03-20	MUTUAL POLICY PROVISIONS	
*IL7028	05-15	ASBESTOS EXCLUSION	
*IL7131A	04-01	COMM'L POLICY ENDORSEMENT SCHEDULE	
*IL8021	04-88	ASBESTOS NOTICE	
*IL8383.2A	12-20	DISCL PURSUANT TERRSM RISK INS. ACT	\$ 49
*IL8384A	01-08	TERRORISM NOTICE	
*IL8576	10-17	MEDICARE IMPT NOTICE TO POLICYHOLDER	

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EMPLOYERS MUTUAL CASUALTY COMPANY  
WESTSIDE COMMUNITY SCHOOLS

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EFF DATE: 09/01/21 EXP DATE: 09/01/22

T E R R O R I S M   N O T I C E

This insurance may include coverage for certified acts of terrorism as defined in the Terrorism Risk Insurance Act, as amended.

Attached you will find a disclosure, which identifies the specific charge for certified acts of terrorism.

YOU MAY HAVE THE OPTION TO REJECT THIS TERRORISM COVERAGE

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For additional information, please contact your agent



EMPLOYERS MUTUAL CASUALTY COMPANY  
WESTSIDE COMMUNITY SCHOOLS

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

DISCLOSURE PURSUANT TO  
TERRORISM RISK INSURANCE ACT

SCHEDULE

Terrorism Premium (Certified Acts) \$49.00

**A. Disclosure Of Premium:**

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

**B. Disclosure Of Federal Participation In Payment Of Terrorism Losses:**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 80% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

**C. Cap On Insurer Participation In Payment Of Terrorism Losses:**

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

**The following statement is required to be part of the disclosure notice in MISSOURI:**

The premium above is for certain losses resulting from certified acts of terrorism as covered pursuant to coverage provisions, limitations and exclusions in this policy. You should read the definition in your policy carefully, but generally speaking, "certified" acts of terrorism are acts that exceed \$5 million in aggregate losses to the insurance industry and which are subsequently declared by the U.S. Secretary of the Treasury as a certified terrorist act under the Terrorism Risk Insurance Act. Some losses resulting from certified acts of terrorism are not covered. Read your policy and endorsements carefully.

INCLUDES COPYRIGHTED MATERIAL OF ISO PROPERTIES, INC. WITH ITS PERMISSION

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GENERAL LIABILITY SCHEDULE

CODE NO./EXPOSURE/CLASSIFICATION	PRODUCTS/COMPL OPS			ALL OTHER		
	RATE	ADVANCE	PREM	RATE	ADVANCE	PREM
LOCATION 001	!	!	!	!		
41716	!	!	!	6.134!	\$	5,048
DAY CARE CENTERS (2) (4)	!	!	!	!		
PREMIUM BASIS:	!	!	!	!		
PER PUPIL	!	!	!	!		
EXPOSURE: 823	!	!	!	!		
(SUBLINE /334)	!	!	!	!		
87500	!	!	!	64.914!	\$	65
EMPLOYEE BENEFITS LIABILITY	!	!	!	!		
COVERAGE	!	!	!	!		
PREMIUM BASIS:	!	!	!	!		
PER EMP	!	!	!	!		
EXPOSURE: 50	!	!	!	!		
(SUBLINE /EBL)	!	!	!	!		
\$ 1000 DEDUCTIBLE APPLIES	!	!	!	!		
EACH EMPLOYEE	!	!	!	!		
87510	!	!	!	!	\$	0
ADDITIONAL INSUREDS - OWNERS,	!	!	!	!		
LESSEES OR CONTRACTORS - INCL CMPL	!	!	!	!		
OPS	!	!	!	!		
CG7193	!	!	!	!		
PREMIUM BASIS:	!	!	!	!		
EACH	!	!	!	!		
EXPOSURE: 1	!	!	!	!		
(SUBLINE /334)	!	!	!	!		
ADDITIONAL INTEREST ( 1-334)	!	!	!	!		0
WESTSIDE COMMUNITY SCHOOLS	!	!	!	!		
87747	!	!	!	!	\$	62
AMENDMENT - AGGREGATE LIMITS OF	!	!	!	!		
INSURANCE (PER LOCATION) - CG7428	!	!	!	!		
PREMIUM BASIS:	!	!	!	!		
FLAT CHARG	!	!	!	!		
EXPOSURE: 1	!	!	!	!		
(SUBLINE /334)	!	!	!	!		
87777	!	!	!	!	\$	500
ABUSE OR MOLESTATION LIABILITY	!	!	!	!		
SEE FORM CG7551	!	!	!	!		
PREMIUM BASIS:	!	!	!	!		
PER PUPIL	!	!	!	!		
EXPOSURE: 823	!	!	!	!		
(SUBLINE /334)	!	!	!	!		

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WESTSIDE COMMU SCHOOLS

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GENERAL LIABILITY SCHEDULE  
(CONTINUED)

CODE NO./EXPOSURE/CLASSIFICATION	! PRODUCTS/COMPL OPS !	! RATE !	! ADVANCE PREM !	ALL OTHER	! RATE !	! ADVANCE PREM !
LOCATION 002	!	!	!	!	!	!
61217	!	!	!	27.896!	\$	89
BLDGS OR PREM - BANK OR OFFICE-	!	!	!	!	!	!
MERCANTILE OR MFG.-MAINT BY INSURED!	!	!	!	!	!	!
(LESSOR'S RISK ONLY) (1) (4)	!	!	!	!	!	!
PREMIUM BASIS:	!	!	!	!	!	!
THOUSANDS OF AREA	!	!	!	!	!	!
EXPOSURE: 3,200	!	!	!	!	!	!
(SUBLINE /334)	!	!	!	!	!	!
LOCATION 003	!	!	!	!	!	!
68607	!	!	!	7.689!	\$	24
VACANT BUILDINGS - NOT FACTORIES	!	!	!	!	!	!
(2) (4)	!	!	!	!	!	!
PREMIUM BASIS:	!	!	!	!	!	!
THOUSANDS OF AREA	!	!	!	!	!	!
EXPOSURE: 3,168	!	!	!	!	!	!
(SUBLINE /334)	!	!	!	!	!	!

## POLICY LEVEL COVERAGES

COVERAGES	LIMIT OF INSURANCE	PREMIUM
GENERAL LIABILITY ELITE EXTENSION	!	!\$ 300

PREMIUM FOR CERTIFIED ACTS OF TERRORISM \$ 49.00  
TOTAL ESTIMATED POLICY PREMIUM \$ 6137.00

- (1) OTHER THAN NOT FOR PROFIT (2) NOT FOR PROFIT  
(3) INCLUDING PRODUCTS AND/OR COMPLETED OPERATIONS UNLESS OTHERWISE EXCLUDED  
(4) PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT  
(5) A \$250 PD DEDUCTIBLE PER CLAIM APPLIES TO CUSTOMERS AUTOS UNLESS OTHERWISE DESIGNATED BY THIS CLASSIFICATION CODE  
(6) FOR SPRAY PAINTING OPERATIONS, A PD DEDUCTIBLE OF \$250 PER CLAIM APPLIES UNLESS A HIGHER DEDUCTIBLE IS OTHERWISE DESIGNATED FOR THIS CLASSIFICATION CODE

LOCATION OF ALL PREMISES OWNED, RENTED OR OCCUPIED:

## RATED LOCATIONS:

LOC 001 909 S 76TH ST  
OMAHA, NE 68114-4519LOC 002 1101 S 90TH ST  
OMAHA, NE 68124-1201

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WESTSIDE COMMU SCHOOLS

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GENERAL LIABILITY SCHEDULE  
(CONTINUED)

LOC 003 1111 S 90TH ST  
OMAHA, NE 68124-1201

ALL OTHER LOCATIONS:

11444 HASCALL ST  
OMAHA, NE 68144-4507

1414 ROBERTSON DR  
OMAHA, NE 68114-1579

2514 S 108TH ST  
OMAHA, NE 68144-3103

3534 S 108TH ST  
OMAHA, NE 68144-4910

3535 PADDOCK RD  
OMAHA, NE 68124-3827

7500 WESTERN AVE  
OMAHA, NE 68114-1835

7802 HASCALL ST  
OMAHA, NE 68124-3413

8201 PACIFIC ST  
OMAHA, NE 68114-5353

8787 PACIFIC ST OMAHA, NE 68114 - PACIFIC HEIGHTS  
CHILD CARE

9030 WESTERN AVE  
OMAHA, NE 68114-2265

9503 WALNUT ST  
OMAHA, NE 68124-1155

9801 WEST CENTER RD  
OMAHA, NE 68114

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# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

## SECTION I – COVERAGES

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

#### 1. Insuring Agreement

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

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

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

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

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

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

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

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

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

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

### b. Contractual Liability

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

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

### c. Liquor Liability

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

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

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

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

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

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

### d. Workers' Compensation And Similar Laws

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

### e. Employer's Liability

"Bodily injury" to:

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

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

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

**f. Pollution**

- (1)** "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a)** At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (i)** "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
    - (ii)** "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
    - (iii)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
  - (b)** At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (c)** Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - (i)** Any insured; or
    - (ii)** Any person or organization for whom you may be legally responsible; or
  - (d)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
    - (i)** "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
    - (ii)** "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
    - (iii)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
  - (e)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

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

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

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

**g. Aircraft, Auto Or Watercraft**

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

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

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

**h. Mobile Equipment**

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

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

**i. War**

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

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

**j. Damage To Property**

"Property damage" to:

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

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

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

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

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

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

#### **k. Damage To Your Product**

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

#### **l. Damage To Your Work**

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

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

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

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

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

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

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

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

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

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

#### **o. Personal And Advertising Injury**

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

#### **p. Electronic Data**

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

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

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

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

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

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

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

## **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**

### **1. Insuring Agreement**

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

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

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

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

### **2. Exclusions**

This insurance does not apply to:

#### **a. Knowing Violation Of Rights Of Another**

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

#### **b. Material Published With Knowledge Of Falsity**

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

#### **c. Material Published Prior To Policy Period**

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

#### **d. Criminal Acts**

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

#### **e. Contractual Liability**

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

#### **f. Breach Of Contract**

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

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

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

#### **h. Wrong Description Of Prices**

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

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

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

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

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

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

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

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

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

**k. Electronic Chatrooms Or Bulletin Boards**

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

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

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

**m. Pollution**

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

**n. Pollution-related**

Any loss, cost or expense arising out of any:

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

**o. War**

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

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

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

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

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

## **COVERAGE C – MEDICAL PAYMENTS**

### **1. Insuring Agreement**

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

- (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

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

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

### **2. Exclusions**

We will not pay expenses for "bodily injury":

#### **a. Any Insured**

To any insured, except "volunteer workers".

#### **b. Hired Person**

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

#### **c. Injury On Normally Occupied Premises**

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

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

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

### **e. Athletics Activities**

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

### **f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

### **g. Coverage A Exclusions**

Excluded under Coverage A.

## **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

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

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



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

These payments will not reduce the limits of insurance.

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

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

    - (1)** Agrees in writing to:

      - (a)** Cooperate with us in the investigation, settlement or defense of the "suit";
      - (b)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
      - (c)** Notify any other insurer whose coverage is available to the indemnitee; and
      - (d)** Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
    - (2)** Provides us with written authorization to:

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

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

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

## **SECTION II – WHO IS AN INSURED**

- 1.** If you are designated in the Declarations as:

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

2. Each of the following is also an insured:
    - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
      - (1) "Bodily injury" or "personal and advertising injury":
        - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
        - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
        - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
        - (d) Arising out of his or her providing or failing to provide professional health care services.
      - (2) "Property damage" to property:
        - (a) Owned, occupied or used by;
        - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
    - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
    - c. Any person or organization having proper temporary custody of your property if you die, but only:
      - (1) With respect to liability arising out of the maintenance or use of that property; and
      - (2) Until your legal representative has been appointed.
    - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
  3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
    - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
    - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
    - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage **C**;
  - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage **A**; and
  - b. Medical expenses under Coverage **C**
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

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

#### **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

##### **1. Bankruptcy**

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

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

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
  - (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable.
 You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

##### **3. Legal Action Against Us**

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

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

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

#### 4. Other Insurance

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

##### a. Primary Insurance

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

##### b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
  - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.
- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

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

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

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

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

##### c. Method Of Sharing

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

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

#### 5. Premium Audit

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

#### 6. Representations

By accepting this policy, you agree:

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

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

#### **7. Separation Of Insureds**

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

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

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

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

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

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

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

### **SECTION V – DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
  - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

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

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;
    - (2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

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

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

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

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

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

**16.** "Products-completed operations hazard":

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

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
  - (a) When all of the work called for in your contract has been completed.
  - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
  - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

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

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

**17.** "Property damage" means:

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

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

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

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

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

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

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

**21.** "Your product":

**a.** Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a)** You;
  - (b)** Others trading under your name; or
  - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**b.** Includes:

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

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

**22.** "Your work":

**a.** Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

**b.** Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2)** The providing of or failure to provide warnings or instructions.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.p. of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

#### 2. Exclusions

This insurance does not apply to:

- p. **Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

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

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

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

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

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

#### 2. Exclusions

This insurance does not apply to:

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

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

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

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

## **EXCLUSION – DESIGNATED PROFESSIONAL SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Description Of Professional Services</b>	
<b>1.</b>	
<b>2.</b>	
<b>3.</b>	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

With respect to any professional services shown in the Schedule, the following exclusion is added to Paragraph 2. Exclusions of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2. Exclusions of **Section I – Coverage B – Personal And Advertising Injury Liability**:

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

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

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

## **EMPLOYMENT-RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

"Bodily injury" to:

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

This exclusion applies:

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

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

This insurance does not apply to:

"Personal and advertising injury" to:

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

This exclusion applies:

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

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

## **FUNGI OR BACTERIA EXCLUSION**

This endorsement modifies insurance provided under the following:

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

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

**2. Exclusions**

This insurance does not apply to:

**Fungi Or Bacteria**

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

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

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

**2. Exclusions**

This insurance does not apply to:

**Fungi Or Bacteria**

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

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

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

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

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

This endorsement modifies insurance provided under the following:

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

- A.** If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
- 1.** The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
  - 2.** The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

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

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

This endorsement modifies insurance provided under the following:

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

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

This insurance does not apply to:

**TERRORISM PUNITIVE DAMAGES**

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

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

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

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

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

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

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

## **EXCLUSION – MEDICAL PAYMENTS TO CHILDREN DAY CARE CENTERS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to paragraph 2., Exclusions of Coverage C – MEDICAL PAYMENTS (Section I – Coverages):

We will not pay expenses for "bodily injury" to any child enrolled in a day care center.

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

## **CORPORAL PUNISHMENT**

This endorsement modifies insurance provided under the following:

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

Exclusion **a.** of paragraph **2.**, Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section **I** – Coverages) is replaced by the following:

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:

- (1)** The use of reasonable force to protect persons or property; or
- (2)** Corporal punishment to your student administered by or at the direction of any insured.



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

## **OPERATION OF CUSTOMERS AUTOS ON PARTICULAR PREMISES**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** Exclusion **g.** of Paragraph **2.**, **Exclusions of Coverage A – Bodily Injury And Property Damage Liability (Section I – Coverages)** does not apply to any "customer's auto" while on or next to those premises you own, rent or control that are used for any of the following businesses:
1. Auto Repair or Service Shops;
  2. Car Washes;
  3. Gasoline Stations;
  4. Tire Dealers;
  5. Automobile Quick Lubrication Services.
- B.** The following definition is added to the Definitions Section:
- "Customer's auto" means an "auto" on those premises for the purpose of receiving the services normally provided in connection with those businesses but does not include an "auto" owned by or rented or loaned to any insured.

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

## **COLLEGES OR SCHOOLS (LIMITED FORM)**

This endorsement modifies insurance provided under the following:

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

With respect to the operation of any college or school by you or on your behalf, the following provisions apply:

- A.** With respect to the transportation of students, Exclusion **g.** of Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, "loading or unloading" or entrustment to others of any aircraft, "auto" or watercraft that is owned, operated or hired by any insured. For the purpose of this exclusion, the word hired includes any contract to furnish transportation of your students to and from schools.

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

- B.** The following exclusions are added to **Section I – Coverage A – Bodily Injury And Property Damage Liability** and **Section I – Coverage B – Personal And Advertising Injury Liability**:

- 1.** If the college or school owns or operates an infirmary with facilities for lodging and treatment or a public clinic or hospital, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" caused by:

- a.** The rendering of or failure to render:

- (1)** Medical, surgical, dental, X-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages;

- (2)** Any health or therapeutic service, treatment, advice or instruction; or

- (3)** Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming.

- b.** The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or

- c.** The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.

- 2.** This insurance does not apply to "bodily injury" to any person arising out of practicing for or participating in any sports or athletic contest or exhibition if there is no direct management, organization or supervision of such sports or athletic contest or exhibition by any insured.

Paragraphs **B.1.** and **B.2.** apply even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved that which is described in Paragraph **B.1.** or **B.2.** as applicable.

- C.** The following exclusion is added to **Section I – Coverage C – Medical Payments**:

We will not pay expenses for "bodily injury" to your student.

- D.** **Section II – Who Is An Insured** is amended to include as an insured any of the following but only with respect to their duties in connection with the positions described below:

- 1.** Any of your trustees or members of your Board of Governors if you are a private charitable or educational institution;
- 2.** Any of your board members or commissioners if you are a public board or commission; or
- 3.** Any student teachers teaching as part of their educational requirements.

**QUICK REFERENCE**  
**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**  
**OCCURRENCE COVERAGE**  
**READ YOUR POLICY CAREFULLY**

**DECLARATIONS PAGES**

Named Insured And Mailing Address  
Policy Period  
Description Of Business And Location  
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXTENSION OF WHO IS AN INSURED**

This Endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**Section II – Who Is An Insured**, Paragraphs **2.a.**, **2.a.(1)** and **2.a.(2)**, are deleted and replaced by the following:

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

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

**(1)** “Bodily injury” or “personal and advertising injury”:

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

**(2)** “Property damage” to property:

**(a)** Owned, occupied or used by,

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

any of your “volunteer workers”.

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

## **EXCLUSION – DESIGNATED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Description of Designated Operation(s):**

**Fireworks Display or Program including handling, transportation or storage of fireworks**

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

The following exclusion is added to paragraph 2., **Exclusions of COVERAGE A – BODILY INJURY and PROPERTY DAMAGE LIABILITY and COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY (Section I – Coverages):**

This insurance does not apply to “bodily injury,” “property damage” or “personal and advertising injury” arising out of or from the insured’s ongoing operations and operations included within the “products-completed operations hazard” described in the Schedule of this endorsement.

This exclusion applies regardless of:

1. Where all or any part of the operations occur or occurred;
2. Whether such operations are or were conducted by you or on your behalf; or
3. Whether the operations are or were conducted for yourself or for others.

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

**COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR  
OTHER VOLUNTEER WORKERS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE**

**Designated Specific Employee(s), Volunteer Worker(s) Or Specific Job Title(s):**

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

**A. The following is added to Paragraph 2.a.(1) of  
Section II – Who Is An Insured:**

Paragraphs (a), (b), and (c) above do not apply to the specific “employee(s)” or “volunteer worker(s)”, or any “employees” or “volunteer worker(s)” holding the specific job title(s) designated in the Schedule of this endorsement, with respect to “bodily injury” to a co-“employee” or other “volunteer worker”.

**B. The following is added to Paragraph 4., Other  
Insurance Condition, under Section IV –  
Commercial General Liability Conditions:**

The coverage provided by this endorsement is excess over any other valid and collectible insurance that covers the liability of the designated “employee(s)” or “volunteer worker(s)” or an “employee” or “volunteer worker” holding a job title designated in the Schedule of this endorsement.

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

**POLLUTION EXCLUSION AMENDMENT**

**Exclusion f. of Section I — Coverage A** is amended by adding the following:

Subparagraph **(a)** of **Exclusion f.(1)** does not apply to:

**(iv)** "bodily injury" or "property damage" arising out of activities usual to classroom instruction on school premises.

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

**POLITICAL SUBDIVISIONS TORT CLAIMS  
NEBRASKA**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This policy does not apply to any claim against an insured for which the insured:

- (1)** Is immune from liability due to the provisions of any statute or where the action based upon such claim has been barred or abated by operation of statute or rule of civil procedure; or
- (2)** Is not immune from liability as described in (1) above but is immune from further liability above any specific statutory limits cap on the maximum liability of the insured. However, this item (2) does not apply to the extent (if any) this policy provides coverage up to the maximum statutory liability limits cap.

This endorsement shall not apply if, for any reason, the immunity or maximum liability cap granted by statute or rule of civil procedure is deemed void.

The immunities and statutory limits caps referred to in the foregoing paragraphs are those found in Nebraska Code Section 13-901 et seq., or any succeeding statutory compilation.



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

**EXTENSION OF PERSONAL AND ADVERTISING INJURY LIABILITY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**Section I – Coverage B.– Personal And Advertising Injury Liability** is amended as follows:

Exclusions **2.(e)** and **2.(j) (1)** are deleted and will not apply to your educational institution operations.

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

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS INCLUDING COMPLETED OPERATIONS**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

### **SCHEDULE**

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

**Project:**

**Location Of Project:**

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

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of "your work" performed for that additional insured by or for you at the location designated and described in the Schedule of this endorsement.

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

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

**AMENDMENT — AGGREGATE LIMITS OF INSURANCE (PER LOCATION)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The General Aggregate Limit under LIMITS OF INSURANCE (Section III) applies separately to each of your "locations" owned by or rented to you.

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

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

## **ABUSE OR MOLESTATION LIABILITY**

This endorsement changes insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

Except to the extent specifically provided within this endorsement, the coverage form to which this endorsement is attached does not apply to any claim or "suit" seeking damages arising out of any actual or threatened abuse, molestation, or any related breach of duty.

**SECTION I – COVERAGES** is amended by adding the following:

### **COVERAGE – ABUSE OR MOLESTATION LIABILITY**

#### **1. INSURING AGREEMENT**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "loss" arising out of abuse or molestation to which this endorsement applies. We have the right and duty to defend the insured against any "suit" seeking damages because of "loss" to which this endorsement applies. However, we have no duty under this endorsement to defend any insured against a "suit" seeking damages not covered by this endorsement. We may at our discretion investigate and settle any claim or "suit" that may result. But:

- (1) The total amount we will pay as damages is limited as described in **SECTION III – LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this endorsement.

No other obligation or liability to pay sums or perform acts or services is covered by this endorsement unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – COVERAGE – Abuse or Molestation Liability**.

- b. The coverage within this endorsement applies to "loss" only if:
  - (1) The "loss" takes place in the "coverage territory"; and
  - (2) The "loss" occurs during the endorsement period.

#### **2. EXCLUSIONS**

This coverage does not apply:

##### **a. Any Perpetrator**

To any person who knowingly participated in or knowingly allowed or directed any act of abuse or molestation.

##### **b. Criminal Actions**

To the cost of defense of, or the cost of paying any fines for any person resulting from an actual or alleged violation of any penal or criminal statute.

##### **c. Contractual Liability**

To liability assumed by the insured under any contract or agreement.

##### **d. Workers Compensation**

To any obligation of the insured under a Workers Compensation, disability benefits or unemployment compensation law or any similar law.

##### **e. Employers Liability**

To "loss":

- (1) To an "employee" or "volunteer worker" arising out of and in the course of his or her employment or while performing duties related to the conduct of your business;
- (2) To the spouse, child, parent, brother or sister of that "employee" or "volunteer worker" as a consequence of Paragraph (1) above.

This exclusion applies regardless of the relationship between the insured and any party described in this paragraph.

##### **f. Aircraft, Auto, Watercraft**

To any "loss" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured with respect to any aircraft, "auto" or watercraft.

##### **g. Employment Practices**

To any "loss" arising out of any "employment-related practices."

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To the spouse, child, parent, brother or sister as a consequence of "loss" to that person at whom any of the "employment-related practices" is directed.

#### **h. Failure to Report Abuse or Molestation**

To any insured with knowledge of the "loss" who intentionally fails to report such act to the proper authorities. Proper authorities may include those within your organization and any governmental, legal or regulatory bodies.

**SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is replaced by the following for **COVERAGE – Abuse or Molestation Liability**:

#### **SUPPLEMENTARY PAYMENTS**

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

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including actual loss of earnings up to \$300 a day because of time off from work.
4. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
7. We will indemnify any insured for 100% of the attorney's fees and reasonable expenses other than loss of earnings, not to exceed a maximum expenditure of \$100,000 per occurrence, which fees and expenses are incurred in the defense of any criminal action or proceeding arising within the scope of employment, brought against the insured and meeting the following conditions:

(1) A dismissal of the criminal action; or

(2) A final judgment or conviction must not have been entered against the insured and the insured must not have pled guilty to any criminal offense, either felony or misdemeanor; and:

(a) No reimbursement will be made until the first trial verdict is entered.

(b) No reimbursement will be provided for appeals after a guilty verdict is rendered at the first trial.

This coverage does not apply to any retrial upon an entry of mistrial after verdict, or to any retrial after appeal.

The statement "We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend" does not apply to item 7.

These payments will not reduce the limits of insurance.

**SECTION II – WHO IS AN INSURED** is replaced by the following:

#### **SECTION II – WHO IS AN INSURED**

1. If you are designated in the Declarations as:

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

2. Each of the following is also an insured for "loss":

Your "volunteer workers" but only while performing duties related to the conduct of your business, or your "employees," other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

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

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

b. **Coverage – Abuse or Molestation Liability** does not apply to "loss" that occurred before you acquired or formed the organization.

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

**SECTION III – LIMITS OF INSURANCE** is replaced by the following:

**SECTION III – LIMITS OF INSURANCE**

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

- a. The number of insureds;
- b. The number of claims made or "suits" brought; or
- c. The number of persons or organizations making claims or bringing "suits"; or
- d. In addition, with respect to payment under the coverage for Abuse or Molestation Liability:
  - (1) The number of actual or alleged errors, misstatements, misleading statements, acts, omissions, negligent acts or breaches of duty;
  - (2) The period of time during which the acts described in d.(1) took place; or
  - (3) The number of persons who have been subject to the acts described in d.(1).

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

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A;
- c. Damages under Coverage B; and
- d. Damages under the coverage for Abuse or Molestation Liability.

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

4. Subject to Paragraph 2. above, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C

because of all "loss" arising out of any one "occurrence". If such "occurrence" is causally related to the facts, circumstances, situations or events for which coverage for Abuse or Molestation Liability applies, then such coverage in item 6. below will be subject to one Each Occurrence Limit for the sum of damages under item 6. below and the damages and medical expenses in 4.a. and 4.b. above.

5. Subject to Paragraph 4. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

6. Subject to Paragraph 4. above, all damages under the Abuse or Molestation Liability coverage arising out of all acts of actual or threatened abuse or molestation by one person, or by two or more persons acting together, and all breaches of duty giving rise to such acts will be considered to result from one "loss" which is deemed to take place at the time of the first such "loss". Such "loss" will be subject to an each "loss" limit which is equal to the Each Occurrence Limit shown on the Declarations page. "Loss" is defined as shown within the Abuse or Molestation Liability Coverage.

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

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** applies to this **COVERAGE – Abuse or Molestation Liability** without change.

**SECTION V – DEFINITIONS**

All definitions contained in the Commercial General Liability Coverage Form apply, except as modified by this endorsement. For the purpose of this endorsement only, the following definitions apply:

18. "Suit" means a civil proceeding in which damages are alleged because of "loss" to which this endorsement applies. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which you must submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent; and
- c. Administrative suits before teacher practices review boards, provided that such "suit" is not originated by an administrative official of the school district, while acting in that capacity.

23. "Loss" means: "bodily injury", "property damage", "personal and advertising injury", or a "wrongful act", including continuous or repeated exposure to substantially the same general harmful conditions.

24. "Wrongful act" means injury other than "bodily injury" or "personal and advertising injury" arising out of one or more of the following:

- a. actual or alleged errors;
  - b. misstatement or misleading statements;
  - c. act, omission or neglect; or
  - d. breach of duty,
- by any insured.

**25.** "Employment-related practices" means:

- a.** Refusal to employ an applicant;
- b.** Termination of an "employee"; or
- c.** Employment-related policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at a former "employee", "employee", or applicant for employment.

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

## **EMPLOYEE BENEFITS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE\***

Coverage	Limit Of Insurance	Each Employee Deductible	Premium
Employee Benefits Programs	\$ each employee	\$	\$
	\$ aggregate		
Description of Other Similar Benefits:			
*If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.			

**A. The following is added to Section I – Coverages:**  
**COVERAGE – EMPLOYEE BENEFITS LIABILITY**

**1. Insuring Agreement**

- a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph **D.** (Section **III – Limits Of Insurance**); and  
 (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

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

- b.** This insurance applies to damages only if the act, error or omission:
- (1) Is negligently committed by you or any other insured in the "administration" of your "employee benefit program";  
 (2) Takes place in the "coverage territory"; and  
 (3) Occurs during the policy period shown in the Declarations.

- c.** A "claim" seeking damages will be deemed to have been made when notice of such "claim" is received and recorded by any insured or by us, whichever comes first.

- d.** All "claims" for damages made by an "employee" because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such "employee's" dependents and beneficiaries, will be deemed to have been made at the time the first of those "claims" is made against any insured.

**2. Exclusions**

This insurance does not apply to:

**a. Dishonest, Fraudulent, Criminal Or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

**b. Bodily Injury, Property Damage, Or Personal And Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

**c. Failure To Perform A Contract**

Damages arising out of failure of performance of contract by any insurer.

**d. Insufficiency Of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

**e. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation**



Any "claim" based upon:

- (1) Failure of any investment to perform;
- (2) Errors in providing information on past performance of investment vehicles; or
- (3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

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

Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

**g. ERISA**

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

**h. Available Benefits**

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

**i. Taxes, Fines Or Penalties**

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

**j. Employment-Related Practices**

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

**B. For the purposes of the coverage provided by this endorsement:**

1. All references to Supplementary Payments – Coverages **A** and **B** are replaced by Supplementary Payments – Coverages **A**, **B** and **Employee Benefits Liability**.
2. Paragraphs **1.b.** and **2.** of the Supplementary Payments provision do not apply.

**C. For the purposes of the coverage provided by this endorsement, Paragraphs **2.** and **3.** of Section **II – Who Is An Insured** are replaced by the following:**

2. Each of the following is also an insured:
  - a. Each of your "employees" who is or was authorized to administer your "employee benefit program".
  - b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

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

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

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
- b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.

**D. For the purposes of the coverage provided by this endorsement, Section **III – Limits Of Insurance** is replaced by the following:**

**1. Limits Of Insurance**

- a. The Limits of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:
  - (1) Insureds;
  - (2) "Claims" made or "suits" brought;
  - (3) Persons or organizations making "claims" or bringing "suits";
  - (4) Acts, errors or omissions; or
  - (5) Benefits included in your "employee benefit program".
- b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed by you or any other insured in the "administration" of your "employee benefit program".
- c. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
  - (1) An act, error or omission; or
  - (2) A series of related acts, errors or omissions

negligently committed by you or any other insured in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

The Limits of Insurance of this endorsement 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 of the policy to which this endorsement is attached, 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.

## 2. Deductible

- a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Schedule as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
- b. The deductible amount stated in the Schedule applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- c. The terms of this insurance, including those with respect to:
  - (1) Our right and duty to defend any "suits" seeking those damages; and
  - (2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or "claim"apply irrespective of the application of the deductible amount.
- d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

E. For the purposes of the coverage provided by this endorsement, Conditions 2. and 4. of **Section IV – Commercial General Liability Conditions** are replaced by the following:

## 2. Duties In The Event Of An Act, Error Or Omission, Or "Claim" Or "Suit"

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim". To the extent possible, notice should include:
  - (1) What the act, error or omission was and when it occurred; and
  - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
- b. If a "claim" is made or "suit" is brought against any insured, you must:

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

- (2) Notify us as soon as practicable.

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

c. You and any other involved insured must:

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

- (2) Authorize us to obtain records and other information;

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

- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

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

## 4. Other Insurance

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

### a. Primary Insurance

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

### b. Method Of Sharing

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

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

**c. No Coverage**

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this insurance.

**F. For the purposes of the coverage provided by this endorsement, the following definitions are added to the **Definitions** Section:**

**1. "Administration" means:**

- a.** Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b.** Handling records in connection with the "employee benefit program"; or
- c.** Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include handling payroll deductions.

- 2. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.**
- 3. "Claim" means any demand, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.**
- 4. "Employee benefit program" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:**
  - a.** Group life insurance, group accident or health insurance, dental, vision, prescription and hearing plans, and flexible spending accounts, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

- b.** Profit sharing plans, employee savings plans, individual retirement account (IRA) plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

- c.** Unemployment insurance, social security benefits, workers' compensation and disability benefits;

- d.** Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and

- e.** Any other similar benefits designated in the Schedule or added thereto by endorsement.

**G. For the purposes of the coverage provided by this endorsement, Definitions 5. and 18. in the **Definitions** Section are replaced by the following:**

- 5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".**

- 18. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:**

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

- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

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

## **CONTRACTORS OCCURRENCE DEFINITION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

For the purposes of the coverage provided by this endorsement, **Section V – DEFINITIONS**, Paragraph **13.**, is amended to read:

“Occurrence” means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, and also means accidental property damage, but does not include faulty workmanship which is the defective condition of an insured’s or subcontractor’s work without a change or alteration in “your work”.

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

## **GENERAL LIABILITY SCHOOLS ELITE EXTENSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

#### **A. CORPORAL PUNISHMENT - EXPECTED OR INTENDED INJURY**

**Section I – Coverage A.2.**, Exclusion **a.** is amended as follows:

- 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:
  - (1)** The use of reasonable force to protect persons or property; or
  - (2)** Corporal punishment to your student administered by or at the direction of any insured.

#### **B. POLLUTION EXCLUSION AMENDMENT FOR SCHOOL ACTIVITIES**

**Section I – Coverage A.2.**, Exclusion **f.(1)(a)(iv)** is added as follows:

- (iv)** “Bodily injury” or “property damage” arising out of activities usual to classroom instruction on school premises.

#### **C. NON-OWNED WATERCRAFT**

**Section I – Coverage A.2.**, Exclusion **g.(2)** is amended by replacing subparagraphs **(2)(a)** and **(b)** with the following:

- (2)** A watercraft you do not own that is not being used to carry persons or property for a charge;

#### **D. UNMANNED AIRCRAFT**

**Section I – Coverage A.2.**, Exclusion **g.(2)** is amended by adding subparagraph **(6)** as follows:

- (6)** Unmanned aircraft operations as a result of school activities.

#### **E. NON-OWNED AIRCRAFT**

**Section I – Coverage A.2.**, Exclusion **g.(6)** is added as follows:

- (6)** Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for “bodily injury” or “property damage” that would be covered under this provision, or on any other basis, this coverage is then excess.

#### **F. BATTERY, SOLAR POWERED OR SIMILAR AUTOMOBILE**

**Section I – Coverage A.2.**, Exclusion **h.(2)** is replaced by the following:

- (2)** The use of “mobile equipment” in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity. However, this exclusion does not apply to any battery powered, solar powered or similar vehicles owned by you and operated by you or your students in a school approved event.

#### **G. PROPERTY DAMAGE – ELEVATORS**

**Section I – Coverage A.2. Exclusions** paragraphs **j.(3)**, **j.(4)**, **j.(6)** and **k.** do not apply to use of elevators. This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and **Section IV – Commercial General Liability Conditions** paragraph **4. Other Insurance** is changed accordingly.

#### **H. FIRE, LIGHTNING OR EXPLOSION DAMAGE**

Except where it is used in the term “hostile fire”, the word fire includes fire, lightning or explosion wherever it appears in the Coverage Form.

Under **Section I – Coverage A.**, the last paragraph (after the exclusions) is replaced with the following:

Exclusions **c.** through **n.** do not apply to damage by fire, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance.**

#### **I. PERSONAL AND ADVERTISING INJURY LIABILITY**

**Section I – Coverage B.2. Exclusions** is amended as follows:

**Exclusions** Paragraphs **e.** and **j.(1)** are deleted and will not apply to your educational institution operations.

**Exclusion** Paragraph **k.** is replaced by the following:

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control. However, this exclusion does not apply to internet instruction and coursework which is part of the insured's curriculum over which the insured exercises control.

**Exclusion** paragraph **q.** is added as follows:

"Personal and advertising injury" arising out of unmanned aircraft operations as a result of school activities.

#### **J. MEDICAL PAYMENTS**

If **Section I – Coverage C. Medical Payments Coverage** is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage **C.**, that expenses must be incurred and reported to us within **one year** of the accident date is changed to **three years**.

#### **K. SUPPLEMENTARY PAYMENTS**

**Supplementary Payments – Coverages A and B** paragraphs

1. **1.b.** and **1.d.** are replaced by the following:

**b.** Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

2. Paragraph **1.** is amended by adding the following:

**h.** We will indemnify any insured for 100% of the attorney's fees and reasonable expenses other than loss of earnings; not to exceed a maximum expenditure of \$100,000 per occurrence which fees and expenditures are incurred in the defense of any criminal action or proceeding arising within the scope of employment brought against the insured and meeting the following conditions:

(1) A dismissal of the criminal action; or

(2) A final judgment or conviction must not have been entered against the insured and the insured must not have pled guilty to any criminal offense, either felony or misdemeanor; and:

(a) No reimbursement will be made until the first trial verdict is entered.

(b) No reimbursement will be provided for appeals after a guilty verdict is rendered at the first trial.

This coverage does not apply to any retrial upon an entry of mistrial after verdict, or to any retrial after appeal.

The statement "We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend" does not apply to item **1.h**.

#### **L. SUBSIDIARIES AS INSUREDS**

**Section II – Who Is An Insured** is amended to add the following:

**1.f.** Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such a policy but for termination of that policy or the exhaustion of that policy's limits of liability.

#### **M. SCHOOL DISTRICT PROFESSIONAL AND INCIDENTAL MALPRACTICE HEALTH CARE SERVICES**

**Section II – Who is an Insured, paragraph 2.a. (1) (d)** is amended as follows:

(i) This exclusion does not apply to any "employee" or "volunteer worker" who provides health care services within the scope of their employment or volunteering by you or while performing duties related to the conduct of your business.

(ii) This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.

However this exception does not apply if you are in the business or occupation of providing any such professional services.

#### **N. COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR OTHER VOLUNTEER WORKERS**

**Section II – Who is an Insured, paragraph 2.a. (1)** is amended to add the following:

(e) Paragraphs (a), (b), and (c) do not apply to your "employees" or "volunteer workers" with respect to "bodily injury" to a co-"employee" or other "volunteer worker".

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

#### **O. SAFETY PATROL MEMBER AS ADDITIONAL INSURED**

**Section II – Who is an Insured, paragraph 2.** is amended to add the following:

- e. Students who serve as members of your safety patrol and the parents or legal guardians of those students, but only with respect to liability arising out of service by the student as a safety patrol member.

**P. CLUBS OR ORGANIZATIONS AS ADDITIONAL INSURED**

**Section II – Who is an Insured**, Paragraph 2. is amended to add the following:

1. Any Club or Organization, but only with respect to its liability for your activities or activities it performs on your behalf.
2. Any officer or member of the Board of Directors for the Club or Organization named, but only while acting within the scope of their duties as such on your behalf.
3. Any person(s) who is/are club or organization member(s) or “volunteer worker(s),” but only while acting at the direction of, and within the scope of their duties for that club or organization.

**Q. BLANKET ADDITIONAL INSUREDS – AS REQUIRED BY CONTRACT**

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) subject to provisions in Paragraph 2. below, (hereinafter referred to as additional insured) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or agreement is:

- a. Currently in effect or becomes effective during the policy period; and
- b. Executed prior to an “occurrence” or offense to which this insurance would apply.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
  - b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
  - c. Applies only if the person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, **Section II – Who Is An Insured** of this policy.
2. As provided herein, the insurance coverage provided to such additional insureds is limited to:
    - a. Any Controlling Interest, but only with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- b. Any architect, engineer, or surveyor engaged by you but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

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

- c. Any manager or lessor of a premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises.
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- d. Any state or governmental agency or subdivision or political subdivision, subject to the following:

(1) This insurance applies only with respect to the following hazards for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- (b) The construction, erection or removal of elevators; or
- (c) The ownership, maintenance or use of any elevators covered by this insurance.

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

This insurance does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- e. Any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

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

(1) The insurance afforded any vendor does not apply to:

- (a) "Bodily injury" or "property damage" for which any vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that any vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by any vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at any vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for any vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of any vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

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

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



This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- g.** Any Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

- (1)** This insurance does not apply to:

- (a)** Any "occurrence" which takes place after you cease to lease that land;
- (b)** Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

- h.** Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- i.** Any Owners, Lessees, or Contractors for whom you are performing operations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1)** Your acts or omissions; or
- (2)** The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1)** "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (a)** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b)** Supervisory, inspection, architectural or engineering activities.

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

- (2)** "Bodily injury" or "property damage" occurring after:

- (a)** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b)** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- j.** Any Grantor of Licenses to you, but only with respect to their liability as grantor of licenses to you.

Their status as additional insured under this endorsement ends when:

- 1.** The license granted to you by such person(s) or organization(s) expires; or
- 2.** Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.

- k. Any Grantor of Franchise, but only with respect to their liability as grantor of a franchise to you.
- l. Any Co-owner of Insured Premises, but only with respect to their liability as co-owner of any insured premises.
- m. Any Concessionaires Trading Under Your Name, but only with respect to their liability as a concessionaire trading under your name.

3. Any insurance provided to any additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its agents, "employees" or any other representative of the additional insured.

4. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance**:

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

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

#### **R. NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

**Section II – Who Is An Insured**, Paragraph 3.a. is replaced by the following:

3.a. Coverage under this provision is afforded until the end of the policy period.

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

#### **S. DAMAGE TO PREMISES RENTED TO YOU**

**Section III – Limits of Insurance**, paragraph 6. is replaced by the following:

Subject to 5.a. above, the Damage To Premises Rented To You Limit, or \$500,000, whichever is higher, is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

#### **T. MEDICAL PAYMENTS – INCREASED LIMITS**

**Section III – Limits of Insurance**, paragraph 7. is replaced by the following:

7. Subject to Paragraph 5.a. above, \$10,000 is the Medical Expense Limit we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, unless the amount shown on the Declarations of this Coverage Part for Medical Expense Limit states:

- (a) No Coverage; or
- (b) \$1,000; or
- (c) \$5,000; or
- (d) A limit higher than \$10,000.

#### **U. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

**Section IV – Commercial General Liability Conditions** paragraph 2. is amended to add the following:

e. Your obligation to notify us promptly of an "occurrence" or offense which may result in a claim or a "suit" is satisfied if you provide us with the required notice as soon as practicable after your School District Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "occurrence," offense, claim or "suit".

#### **V. SCHOOL DISTRICT PROFESSIONAL HEALTH CARE SERVICES**

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

(v) That is Professional Health Care Services Insurance;

#### **W. PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED EXTENSION**

**Section IV – Commercial General Liability Conditions** paragraph 4. **Other Insurance** is amended to add the following:

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. However, if the additional insured has been added as an additional insured on other policies, whether primary, excess, contingent or on any other basis, this insurance is excess over any other insurance regardless of the written agreement between you and an additional insured.

## **X. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES**

**Section IV – Commercial General Liability Conditions** paragraph **6. Representations** is amended to add the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

## **Y. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

Section IV – Commercial General Liability Condition paragraph 8. Transfer Of Rights Of Recovery Against Others To Us is amended to add the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

Your ongoing operations; or

1. "Your work" included in the "products completed operations hazard".

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a written contract or agreement, and only if the written contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and
2. Was executed prior to loss

## **Z. SECTION V – DEFINITIONS** is amended as follows:

1. **MENTAL ANGUISH**, Definition **3.** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

2. **DISCRETIONARY EMPLOYEES**, Definition **5.** "Employee" is replaced by the following:

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

However, if the insured is an educational institution, "temporary worker" does not include any "discretionary employees," such as substitute teachers, who are acting within the scope of their duties as such. Any such "discretionary employee" will be considered an "employee" of the insured.

For purposes of this definition, "discretionary employees" are those individual workers who do not have established work hours, but do perform regular job duties at the election of the employer and who are paid on the basis of services performed.

3. **INSURED CONTRACT**, Definition **9.a.** "Insured contract" is replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

## **AA. EXTENDED PROPERTY DAMAGE COVERAGE**

Section **VI** is added as follows:

Provisions of the Commercial General Liability Coverage Form and related revisions provided in other portions of this Commercial General Liability Amendment apply unless modified by the following:

<b>SCHEDULE</b>	
<b>Limits of Insurance</b>	<b>Deductible</b>
\$100,000 Each Occurrence	\$250 Per Claim
\$100,000 Annual Aggregate	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

### **1. Insuring Agreement**

We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to personal property of others while the property is in an insured's care, custody or control or over which an insured is for any purpose exercising physical control.

"Property damage" must arise out of the insured's operations as a school.

### **2. Exclusions**

- a. **Section I – Coverage A**, Exclusion **2.j.(4)** does not apply to coverage provided by this extension.
- b. **Section I – Coverage A**, Exclusion **2.l.** does not apply to an "auto" loaned to you for use in an automobile shop class.

### **3. Limits of Insurance**

- a. The Each Occurrence Limit listed above is the most we will pay for damages because of "property damage" to personal property in the care, custody or control of the insured as a result of any one "occurrence", regardless of the number of:

- (1) Insureds;

- (2) Claims made or "suits" brought;
- (3) Persons or organizations making claims or bringing "suits".
- b. The Aggregate Limit listed above is the most we will pay for all damages because of "property damage" to personal property in your care, custody or control during the policy period.
- c. Any payments we make for damages because of "property damage" to personal property in your care, custody or control will apply against the General Aggregate Limit shown in the Declarations.

#### **4. Deductible**

- a. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the Deductible amount listed above.
- b. We may pay any part or all of the Deductible amount to effect settlement of any claim or "suit" and you shall promptly reimburse us for that part of the Deductible we paid upon notification by us.

#### **AB. LIBERALIZATION**

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

**2019 GENERAL LIABILITY**  
**MULTISTATE AND STATE SPECIFIC ENDORSEMENT REVISION –**  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**  
**ADVISORY NOTICE TO POLICYHOLDERS**

This Notice does not form part of your policy. No coverage is provided by this Notice nor can it be construed to replace any provision of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is any conflict between the Policy and this Notice, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

Carefully read your policy, including the endorsements attached to your policy.

This Notice provides information concerning the following new and revised endorsements, which applies to your renewal policy being issued by us:

**ENDORSEMENTS WITH EITHER BROADENINGS OR REDUCTIONS IN COVERAGE**

**CG2017 – Additional Insured – Unit-owners Of Townhouse Or Homeowner Associations**

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

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

**CG2131 – Limited Exclusion – Designated Operations Covered By A Controlled (Wrap-up) Insurance Program**

This endorsement is revised to add a definition of "controlled (wrap-up) insurance program" and revise Paragraph **A.** to emphasize the application of the exclusion to bodily injury and property damage arising out of ongoing operations as well as included within the products-completed operations hazard at the location(s) described in the Schedule. The attachment of this endorsement may result in a reduction of coverage, unless:

- If this endorsement replaces the previous version of **CG2131** on a policy, it may result in a broadening of coverage.
- If this endorsement replaces **CG2154** Exclusion – Designated Operations Covered By A Controlled (Wrap-up) Insurance Program on a policy, it will result in a broadening of coverage.

**CG2154 – Exclusion – Designated Operations Covered By A Controlled (Wrap-up) Insurance Program**

This endorsement is revised to add a definition of "controlled (wrap-up) insurance program" and revise Paragraph **A.** to emphasize the application of the exclusion to bodily injury and property damage arising out of ongoing operations as well as included within the products-completed operations hazard at the location(s) described in the Schedule. The attachment of this endorsement may result in a reduction of coverage, unless if this endorsement replaces the previous version of **CG2154** on a policy, it may result in a broadening of coverage.

**CG2236 – Exclusion – Limited Products And Professional Services – Pharmacists**

This endorsement has been revised to limit the products/completed operations hazard exclusion to apply only to bodily injury or property damage arising out of the insured's products dispensed or sold in connection with the pharmacist's services, e.g., prescription drugs. If the attachment of this endorsement replaces the prior version of **CG2236**, it may result in a broadening of coverage. The attachment of this endorsement to a policy not containing the prior version of **CG2236** results in a reduction of coverage.

## **CG2269 – Pharmacists**

This endorsement is revised to:

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

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

## **CG2302 – Exclusion – Professional Services – Pharmacists**

When this endorsement is attached to your policy, it will exclude bodily injury and property damage arising out of rendering of or failure to render professional health care services as a pharmacist, but this exclusion does not apply to bodily injury or property damage included within the products-completed operations hazard. If the attachment of this endorsement replaces **CG2236** Exclusion – Limited Products And Professional Services – Pharmacists, it may result in a broadening of coverage. The attachment of this endorsement to a policy not containing **CG2236** results in a reduction of coverage.

## **CG2303 – Exclusion – Professional Services – Optical And Hearing Aid Establishments**

When this endorsement is attached to your policy, it excludes bodily injury and property damage arising out of rendering of or failure to render professional health care services, including services in connection with optical goods and hearing aid establishments, such as the prescribing or fitting of ophthalmic lenses or hearing aid devices, but will not exclude bodily injury and property damage arising out of the products-completed operations hazard. If attachment of this endorsement replaces **CG2237** Exclusion – Products And Professional Services (Optical And Hearing Aid Establishments), it may result in a broadening of coverage. The attachment of this endorsement to a policy not previously containing **CG2237** results in a reduction of coverage.

## **CG4007 – Exclusion – Designated Operations Covered By A Controlled (Wrap-up) Insurance Program – Limited Exception For Additional Insureds**

When this endorsement is attached to your policy, it will exclude coverage for designated operations covered by a controlled (wrap-up) insurance program but contains a limited exception for additional insureds who are not enrolled in a controlled (wrap-up) insurance program with respect to the location described in the Schedule of the endorsement.

The attachment of this endorsement may result in a reduction of coverage, unless if this endorsement replaces **CG2154** Exclusion – Designated Operations Covered By A Controlled (Wrap-up) Insurance Program on a policy, it will result in a broadening of coverage.

## **CG4008 – Limited Exclusion – Designated Operations Covered By A Controlled (Wrap-up) Insurance Program – Limited Exception For Additional Insureds**

When this endorsement is attached to your policy, it will exclude coverage for designated operations covered by a controlled (wrap-up) insurance program unless the wrap-up program covering operations designated in the Schedule has been cancelled, nonrenewed or otherwise no longer applies for reasons other than exhaustion of available limits. This endorsement also contains a limited exception for any person or organization as an additional insured who is not enrolled in a wrap-up insurance program with respect to the location described in the Schedule of the endorsement.

The attachment of this endorsement may result in a reduction of coverage, unless if this endorsement replaces **CG2154** Exclusion – Designated Operations Covered By A Controlled (Wrap-up) Insurance Program or **CG2131** Limited Exclusion – Designated Operations Covered By A Controlled (Wrap-up) Insurance Program on a policy, it will result in a broadening of coverage.

## **CG4009 – Amendment Of Liquor Liability Exclusion – Limited Exception For Bring Your Own Alcohol**

When this endorsement is attached to your policy, it will replace the liquor liability exclusion currently in your policy. It applies the exclusion if you manufacture, sell or distribute alcoholic beverages, and more generally applies the exclusion if you serve or furnish alcoholic beverages whether or not a charge is made or a license is required. It does provide an exception for liability resulting from the intoxication of any person because alcoholic beverages were permitted on your premises, for consumption on your premises.

If the attachment of this endorsement replaces Endorsements **CG2150** Amendment Of Liquor Liability Exclusion or **CG2151** Amendment Of Liquor Liability Exclusion – Exception For Scheduled Premises Or Activities, it may result in a broadening of coverage. The attachment of this endorsement to a policy not containing endorsements **CG2150** or **CG2151** results in a reduction of coverage.

## **ENDORSEMENTS THAT ONLY REFLECT A REDUCTION IN COVERAGE**

### **CG2011 – Additional Insured – Managers Or Lessors Of Premises**

### **CG2024 – Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased**

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

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

### **CG2297 – Pharmacists – Broadened Coverage**

This endorsement is revised to:

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

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

### **CG3454 – Cannabis Exclusion**

When this endorsement is attached in conjunction with the Limited Product Withdrawal Expense Endorsement **CG0436** to your policy, it generally excludes "product withdrawal expenses"-related exposures associated with cannabis.

To the extent that an exposure exists with respect to the cannabis-related activity or events addressed in this endorsement, attachment of this endorsement will result in a reduction in coverage. However, due to related exceptions in the endorsement, the attachment of this endorsement will not result in a reduction of coverage for product withdrawal expenses arising out of the actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, or contact with cannabis by an insured or any other person for whom you are legally responsible, but only if the product withdrawal expense does not arise out of your selling, serving or furnishing of cannabis to any such person.

### **CG3455 – Cannabis Exclusion With Hemp Exception**

When this endorsement is attached in conjunction with the Limited Product Withdrawal Expense Endorsement **CG0436** to your policy, it generally excludes product withdrawal expenses-related exposures associated with cannabis while also containing an exception addressing product withdrawal expenses arising out of goods or products containing or derived from hemp or damage to such goods or products.

To the extent that an exposure exists with respect to the cannabis-related activity or events addressed in this endorsement, attachment of this endorsement will result in a reduction in coverage. However, due to related exceptions in the endorsement, the attachment of this endorsement will not result in a reduction of coverage for:

- Product withdrawal expenses arising out of the actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, or contact with cannabis by an insured or any other person for whom you are legally responsible, but only if the product withdrawal expense does not arise out of your selling, serving or furnishing of cannabis to any such person; and
- Product withdrawal expenses arising out of goods or products containing or derived from hemp, including, but not limited to: (i) seeds, (ii) food, (iii) clothing, (iv) lotions, oils or extracts, (v) building materials, or (vi) paper, and, product withdrawal expenses incurred by you because of property damage to any such goods or products, unless, and to the extent, any such goods or products are prohibited under an applicable state or local statute, regulation or ordinance in the state wherein your products involved in the product withdrawal are located or were located at the time the injury or damage occurred.

#### **CG4001 – Genetically Modified Organism Exclusion Endorsement**

When this endorsement is attached to your policy, "bodily injury," "property damage" and "personal and advertising injury" arising out of genetic modification, whether by design or accident, will be excluded. To the extent that current policy exclusions do not limit liability arising out of genetically modified products, attachment of this endorsement to your policy will result in a reduction of coverage.

#### **CG4002 – Genetically Modified Organism Exclusion For Designated Operations Or Products Endorsement**

When this endorsement is attached to your policy, "bodily injury," "property damage" and "personal and advertising injury" arising out of genetic modification, whether by design or accident, will be excluded but only with respect to operations or products listed in the Schedule of the endorsement. To the extent that current policy exclusions do not limit liability arising out of genetically modified products, attachment of this endorsement to your policy will result in a reduction of coverage.

#### **CG4003 – Exclusion – Athletic Or Sports Participants – All Contests Or Exhibitions**

When this endorsement is attached to your policy, it will expressly exclude coverage under Coverage **A**, with respect to operations described in the Schedule of the endorsement, for bodily injury to any person while practicing for or participating in any sports or athletic contest or exhibition. If this endorsement is attached as a replacement for **CG2101** Exclusion – Athletic Or Sports Participants, it may result in a restriction in coverage with respect to events the insured does not sponsor. If this endorsement is newly attached to the Policy, it may result in a restriction in coverage.

#### **CG4004 – Exclusion – Earth Movement**

When this endorsement is attached to your policy, it will exclude coverage for "bodily injury" and "property damage" that arises out of earth movement that is caused by or alleged to have been caused by, in whole or in part; or aggravated by or alleged to have been aggravated by various operations related to "your work" as defined within the Policy.

To the extent there is an exposure for liability arising out of earth movement, as defined within the endorsement, that may be caused by, alleged to be caused by or aggravated by or alleged to be aggravated by that which is described in the endorsement may result in a restriction of coverage.

#### **CG4005 – Exclusion – Earth Movement – Completed Operations**

When this endorsement is attached to your policy, it will exclude coverage for "bodily injury" and "property damage" that arises out of earth movement that is caused by or alleged to have been caused by, in whole or in part; or aggravated by or alleged to have been aggravated by various operations related to "your work" (as defined in the Policy) and that is included in the "products-completed operations hazard" (also as defined in the Policy).

To the extent there is an exposure for liability arising out of earth movement, as defined within the endorsement, that may be caused by, alleged to be caused by or aggravated by or alleged to be aggravated by that which is described in the endorsement may result in a restriction of coverage.

#### **CG4006 – Earth Movement – Exclusion For Designated Operation(s) Or Project(s)**

When this endorsement is attached to your policy, it will exclude coverage for "bodily injury" and "property damage" that arises out of earth movement that is caused by or alleged to have been caused by, in whole or in part; or aggravated by or alleged to have been aggravated by various operations but only with respect to operations or projects described in the Schedule of the endorsement and as those operations or projects relates to "your work" as defined within the Policy.

To the extent there is an exposure for liability arising out of earth movement, as defined within the endorsement, that may be caused by, alleged to be caused by or aggravated by or alleged to be aggravated by that which is described in the endorsement may result in a restriction of coverage.

#### **CG4010 – Exclusion – Cross Suits Liability**

When this endorsement is attached to your policy, any claim or suit for damages that are brought by any Named Insured against another Named Insured will be excluded. To the extent that an exposure exists with respect to cross suits being brought between Named Insureds, the attachment of this endorsement will result in a reduction in bodily injury, property damage or personal and advertising injury coverage with respect to such exposure related to cross suits liability.

#### **CG4011 – Exclusion – Hired Auto Liability**

When this endorsement is attached to a policy, this endorsement will exclude liability arising out of a hired auto. To the extent that:



- An exposure exists with respect to any hired auto; or
- Liability is assumed under any insured contract for the maintenance, use or entrustment of any hired auto; the attachment of this endorsement will result in a reduction in bodily injury and property damage liability coverage with respect to such exposures related to any hired auto.

#### **CG4012 – Exclusion – All Hazards In Connection With An Electronic Smoking Device, Its Vapor, Component Parts, Equipment And Accessories**

When this endorsement is attached to your policy, it will generally exclude all bodily injury, property damage or personal and advertising injury with respect to an electronic smoking device. To the extent that an exposure exists with respect to an electronic smoking device, its vapor, component parts, equipment and accessories, attachment of this endorsement will result in a reduction in coverage.

#### **CG4013 – Exclusion – Health Hazards, Electronic Smoking Device Vapor**

When this endorsement is attached to your policy, it will generally exclude bodily injury with respect to vapor delivered from an electronic smoking device. To the extent that an exposure exists with respect to the actual, alleged, threatened or suspected inhalation of, contact with, exposure to, existence of, or presence of, vapor delivered from an electronic smoking device; or, any component part of, or equipment or accessory designed for use with, an electronic smoking device in connection with the actual, alleged, threatened or suspected inhalation of, contact with, exposure to, existence of, or presence of, vapor delivered from an electronic smoking device not otherwise excluded, the attachment of this endorsement will result in a reduction in bodily injury coverage. However, such reduction in coverage does not apply to coverage for bodily injury arising out of the explosion, bursting, or rupturing, of an electronic smoking device or any component part, equipment or accessory, designed for use with an electronic smoking device for any reason due to a related exception in the endorsement.

#### **CG4014 – Cannabis Exclusion**

When this endorsement is attached to your policy, it generally excludes bodily injury, property damage and personal and advertising injury-related exposures associated with cannabis. To the extent that an exposure exists with respect to the cannabis-related activity or events addressed in this endorsement, attachment of this endorsement will result in a reduction in coverage. However, due to related exceptions in the endorsement, the attachment of this endorsement will not result in a reduction of coverage for:

- Bodily injury or property damage arising out of the actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, or contact with cannabis by an insured or any other person for whom you are legally responsible, but only if the bodily injury or property damages does not arise out of your selling, serving or furnishing of cannabis to any such person; and
- Personal and advertising injury arising out of the offenses addressing, in part, (i) false arrest, detention or imprisonment and (ii) wrongful eviction.

#### **CG4015 – Cannabis Exclusion With Hemp Exception**

When this endorsement is attached to your policy, it generally excludes bodily injury, property damage and personal and advertising injury-related exposures associated with cannabis while also containing an exception generally addressing injury or damage arising out of goods or products containing or derived from hemp or damage to such goods or products. To the extent that an exposure exists with respect to the cannabis-related activity or events addressed in this endorsement, attachment of this endorsement will result in a reduction in coverage. However, due to related exceptions in the endorsement, the attachment of this endorsement will not result in a reduction of coverage for:

- Bodily injury or property damage arising out of the actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, or contact with cannabis by an insured or any other person for whom you are legally responsible, but only if the bodily injury or property damages does not arise out of your selling, serving or furnishing of cannabis to any such person;
- Personal and advertising injury arising out of the offenses addressing, in part, (i) false arrest, detention or imprisonment and (ii) wrongful eviction; and
- Bodily injury, property damage or personal and advertising injury arising out of goods or products containing or derived from hemp, including, but not limited to: (i) seeds, (ii) food, (iii) clothing, (iv) lotions, oils or extracts, (v) building materials, or (vi) paper, and property damage to any such goods or products, unless, and to the extent, any such goods or products are prohibited under an applicable state or local statute, regulation or ordinance in the state wherein the (i) bodily injury or property damage occurs, (ii) occurrence which caused the bodily injury or property damage takes place, or (iii) the offense which caused the personal and advertising injury was committed.

## **CG4016 – Cannabis Exclusion With Hemp And Lessors Risk Exceptions**

When this endorsement is attached to your policy, it generally excludes bodily injury, property damage and personal and advertising injury-related exposures associated with cannabis while also containing an exception addressing injury or damage arising out of goods or products containing or derived from hemp or damage to such goods or products. It also contains an explicit exception addressing bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance or use of a premises leased to others by you. To the extent that an exposure exists with respect to the cannabis-related activity or events addressed in this endorsement, attachment of this endorsement will result in a reduction in coverage. However, due to related exceptions in the endorsement, the attachment of this endorsement will not result in a reduction of coverage for:

- Bodily injury or property damage arising out of the actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, or contact with cannabis by an insured or any other person for whom you are legally responsible, but only if the bodily injury or property damages does not arise out of your selling, serving or furnishing of cannabis to any such person;
- Personal and advertising injury arising out of the offenses addressing, in part, (i) false arrest, detention or imprisonment and (ii) wrongful eviction, due to related exceptions in the endorsement;
- Bodily injury, property damage or personal and advertising injury arising out of goods or products containing or derived from hemp, including, but not limited to: (i) seeds, (ii) food, (iii) clothing, (iv) lotions, oils or extracts, (v) building materials, or (vi) paper, and property damage to any such goods or products, unless, and to the extent, any such goods or products are prohibited under an applicable state or local statute, regulation or ordinance in the state wherein the (i) bodily injury or property damage occurs, (ii) occurrence which caused the bodily injury or property damage takes place, or (iii) the offense which caused the personal and advertising injury was committed; and
- Bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance or use of a premises leased to others by you.

## **ENDORSEMENTS THAT REFLECT A REINFORCEMENT OR NO CHANGE IN COVERAGE**

### **CG0436 – Limited Product Withdrawal Expense Endorsement**

### **CG0449 – Texas Limited Product Withdrawal Expense Endorsement**

### **CG0462 – Arkansas Limited Product Withdrawal Expense Endorsement**

### **CG0470 – Missouri Limited Product Withdrawal Expense Endorsement**

### **CG2727 – Kansas Limited Product Withdrawal Expense Endorsement**

This endorsement is revised to delete the second paragraph under Paragraph **B.3.a.** under the **Limits Of Insurance** section relating to the insured's reimbursement to the insurer of any payment of all or part of any deductible amount that the insurer is required to pay by law. As this endorsement only relates to reimbursement for product withdrawal expenses incurred by you and not product withdrawal expenses that you become legally obligated to pay as damages, there is no impact on coverage.

### **CG0158 – Additional Insured – Oklahoma Changes – Additional Insured Engineers or Architects**

### **CG2003 – Additional Insured – Concessionaires Trading Under Your Name**

### **CG2005 – Additional Insured – Controlling Interest**

### **CG2007 – Additional Insured – Engineers, Architects Or Surveyors CG2010 Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization**

### **CG2011 – Additional Insured – Managers Or Lessors Of Premises**

### **CG2012 – Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations**

### **CG2013 – Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises**

### **CG2015 – Additional Insured – Vendors**

### **CG2018 – Additional Insured – Mortgagee, Assignee Or Receiver**

### **CG2023 – Additional Insured – Executors, Administrators, Trustees Or Beneficiaries**

### **CG2024 – Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased**

### **CG2026 – Additional Insured – Designated Person Or Organization**

### **CG2027 – Additional Insured – Co-owner Of Insured Premises**

**CG2028 – Additional Insured – Lessor Of Leased Equipment**

**CG2029 – Additional Insured – Grantor Of Franchise**

**CG2030 – Oil Or Gas Operations – Nonoperating, Working Interests**

**CG2031 – Additional Insured – Engineers, Architects Or Surveyors**

**CG2032 – Additional Insured – Engineers, Architects Or Surveyors Not Engaged By The Named Insured**

**CG2033 – Additional Insured – Owners, Lessees Or Contractors – Automatic Status When Required In Construction Agreement With You** **CG2034 Additional Insured – Lessor Of Leased Equipment – Automatic Status When Required In Lease**

**Agreement With You**

**CG2035 – Additional Insured – Grantor Of Licenses – Automatic Status When Required By Licensor**

**CG2036 – Additional Insured – Grantor Of Licenses**

**CG2037 – Additional Insured – Owners, Lessees Or Contractors – Completed Operations**

**CG2038 – Additional Insured – Owners, Lessees Or Contractors – Automatic Status For Other Parties**

**When Required In Written Construction Agreement**

These endorsements are revised to remove the phrase "shown in the Declarations" in order to account for limits of insurance that may be available under an endorsement attached to the Policy. Some endorsements include other minor editorial revisions. These changes result in no impact on coverage.

**CG2101 – Exclusion – Athletic Or Sports Participants**

**CG2271 – Colleges Or Schools (Limited Form)**

**CG2272 – Colleges Or Schools**

These endorsements are revised:

- So that negligent supervision-related language will apply to the participation or practicing of any sports or athletic contests; and
- To replace "while" with "arising out of" in relation to the phrase "practicing for or participating in" to reinforce that injuries can be revealed at a time later than the related practice or participation.

These revisions are a reinforcement of original coverage intent and have no impact on coverage.

**CG2137 – Exclusion – Employees And Volunteer Workers As Insureds**

**CG2166 – Exclusion – Volunteer Workers**

These endorsements are revised to provide for consistency with wording in other forms and are a clarification of coverage intent.

**CG2141 – Exclusion – Intercompany Products Suits**

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

**CG2265 – Optical And Hearing Aid Establishments**

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

**CG2404 – Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation)**

This endorsement is revised to address various situations where the insured has agreed to waive its right of recovery against another person or organization and adds a provision to reinforce that the waiver of the insurer applies only to the extent that the insured has waived its right of recovery, and that the insured's waiver occurred prior to loss. Other editorial revisions have also been made. These changes have no impact on coverage.

**CG2453 – Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) – Automatic**

When this endorsement is attached to your policy, it will automatically waive the insurer's right of recovery on a blanket basis to the extent the insured has waived its right of recovery in a written contract or agreement. Attachment of this endorsement does not impact coverage.

**CG9909 – Premium Audit Noncompliance Charge**

When this endorsement is attached to your policy, it may apply a premium audit noncompliance charge and/or a reassessment charge if you do not cooperate with a premium audit at the end of the policy period as provided in the Premium Audit Condition in your policy. Attachment of this endorsement does not impact coverage, but this may incur additional charges if you fail to cooperate with a premium audit.

## COMMON POLICY CONDITIONS

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

### A. Cancellation

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

### B. Changes

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

### C. Examination Of Your Books And Records

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

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

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

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

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

### E. Premiums

The first Named Insured shown in the Declarations:

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

### F. Transfer Of Your Rights And Duties Under This Policy

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

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

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

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

**(Broad Form)**

This endorsement modifies insurance provided under the following:

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

1. The insurance does not apply:
  - A. Under any Liability Coverage, to "bodily injury" or "property damage":
    - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
    - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
  - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
  - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
    - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
    - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
    - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:
 

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

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

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

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

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

"Nuclear facility" means:

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

- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

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

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

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

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

## **NEBRASKA CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

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

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

**2. Cancellation Of Policies In Effect**

**a. 60 Days Or Less**

If this policy has been in effect for 60 days or less, we may cancel this policy for any reason.

**b. More Than 60 Days**

If this policy has been in effect for more than 60 days or if this is a renewal of a 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 material misrepresentation;
- (3) Any insured has submitted a fraudulent claim;
- (4) Any insured has violated the terms and conditions of this policy;
- (5) The risk originally accepted has substantially increased;
- (6) 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; or

(7) The determination by the Director of Insurance that the continuation of the policy could place us in violation of the Nebraska Insurance Laws.

**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 nonpayment of premium; or
2. 60 days before the effective date of cancellation if we cancel for any other reason.

**3.** We will mail our notice by registered mail, certified mail, first-class mail or first-class mail using Intelligent Mail barcode (IMb) or another similar tracking method used or approved by the United States Postal Service to the first Named Insured's last mailing address known to us. If we mail our notice by first-class mail, 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.

**B.** Paragraph **6.** of the Cancellation Common Policy Condition does not apply.

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

**NONRENEWAL**

1. If we decide not to renew this policy, we will mail 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 mailed by registered mail, certified mail, first-class mail or first-class mail using Intelligent Mail barcode (IMb) or another similar tracking method used or approved by the United States Postal Service to the first Named Insured's last mailing address known to us. If we mail our notice by first-class mail, 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.





Employers Mutual  
Casualty Company

**NONASSESSABLE POLICY — MUTUAL PROVISIONS**

Corporate Office, Des Moines, Iowa

The Insured shall not be liable for any assessment under this policy.

By acceptance of this policy the Named Insured becomes a member of the Company and shall be entitled to vote at all meetings of the Company, and shall upon termination of this policy, participate in the distribution of dividends as fixed and determined by the directors in accordance with law. The annual meeting of the members is held at the Corporate Office of the Company in Des Moines, Iowa, at 9:30 a.m. Central time, on the second Wednesday in February of each year.

IN WITNESS WHEREOF, this Company has executed and attested these presents.

Todd A. Strother, Secretary

Scott R. Jean, President



EMCASCO  
Insurance  
Company

Corporate Office, Des Moines, Iowa

IN WITNESS WHEREOF, this Company has executed and attested these presents.

Todd A. Strother, Secretary

Scott R. Jean, President



Union Insurance Company  
of Providence

Corporate Office, Des Moines, Iowa

IN WITNESS WHEREOF, this Company has executed and attested these presents.

Todd A. Strother, Secretary

Scott R. Jean, President



Illinois EMCASCO  
Insurance Company

Corporate Office, Des Moines, Iowa

IN WITNESS WHEREOF, this Company has executed and attested these presents.

Todd A. Strother, Secretary

Scott R. Jean, President



Dakota Fire  
Insurance Company

Corporate Office, Bismarck, North Dakota

IN WITNESS WHEREOF, this Company has executed and attested these presents.

Todd A. Strother, Secretary

Scott R. Jean, President



EMC Property &  
Casualty Company

Corporate Office, Des Moines, Iowa

IN WITNESS WHEREOF, this Company has executed and attested these presents.

Todd A. Strother, Secretary

Scott R. Jean, President



Employers Mutual  
Casualty Company

**MUTUALS — MEMBERSHIP AND VOTING NOTICE**

Corporate Office, Des Moines, Iowa (Applicable in the State of Texas)

The Insured is notified that by virtue of this policy, the Insured is a member of the Employers Mutual Casualty Company of Des Moines, Iowa, and is entitled to vote either in person or by proxy at any and all meetings of said Company. The Annual Meetings are held in its Corporate Office, Des Moines, Iowa, on the second Wednesday of February, in each year, at 9:30 a.m. Central time.

**MUTUALS — PARTICIPATION CLAUSE WITHOUT CONTINGENT LIABILITY**

No Contingent Liability: This policy is non-assessable. The policyholder is a member of the Company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

IN WITNESS WHEREOF, this Company has executed and attested these presents.

Todd A. Strother, Secretary

Scott R. Jean, President

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

## **ASBESTOS EXCLUSION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM  
POLLUTION LIABILITY COVERAGE FORM  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM  
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

The policy does not apply to "bodily injury", "personal injury" (or "personal and advertising injury" if defined as such in your policy) or "property damage" (including any associated clean-up obligations) arising out of the installation, existence, removal, or disposal of asbestos or any substance containing asbestos fibers.

## **ASBESTOS NOTICE**

The Asbestos Exclusion attached to this policy clarifies our intent not to provide this coverage. It should be noted that by virtue of the Pollution Exclusion, little, if any, coverage is thought to have existed previously. Involvement with asbestos exposures should be directed to highly skilled asbestos contractors and/or consultants that have specialized insurance programs.

## **EMC Insurance Companies**

Form IL8021 (Ed. 4-88)

## IMPORTANT NOTICE TO POLICYHOLDERS

### Re: New Federal Claim Information Reporting Requirements

New federal reporting requirements for claims involving parties potentially eligible for Medicare are now in place. With your continued cooperation, EMC Insurance Companies will be able to meet these new reporting responsibilities.

To help us comply with the new requirements, **you simply need to make sure you report all claims to your agent or EMC Insurance Companies.** If you choose to pay a claim, or attempt to settle a claim on your own, you may become responsible for these new reporting requirements.

For specific information on Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA) (P.L. 110-173), go to <http://go.cms.gov/mirngbp> or consult with your attorney.