

# Report Claims Immediately by Calling\* 1-800-832-7839

Speak directly with a claim professional 24 hours a day, 365 days a year

\*Unless Your Policy Requires Written Notice or Reporting

## **COMMERCIAL INSURANCE**

A Custom Insurance Policy Prepared for:

KANSAS CITY SOUTHERN 427 W. 12TH STREET KANSAS CITY MO 64105

Presented by: LOCKTON COMPANIES LLC



TRAVELERS CORP. TEL: 1-800-328-2189

COMMON POLICY DECLARATIONS ISSUE DATE: 08/22/19

POLICY NUMBER: TC2J-GLSA-415J5114-TIL-19

INSURING COMPANY: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

- 1. NAMED INSURED AND MAILING ADDRESS: KANSAS CITY SOUTHERN (AS PER IL T3 40) 427 W. 12TH STREET KANSAS CITY, MO 64105
- 2. POLICY PERIOD: From 08/01/19 to 08/01/20 12:01 A.M. Standard Time at your mailing address.
- 3. LOCATIONS

Premises Bldg.

Loc. No. No. Occupancy

Address

ON FILE WITH COMPANY

- 4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES: COMMERCIAL GENERAL LIABILITY COV PART DECLARATIONS CG TO 01 11 03 TIL EMPLOYEE BENEFITS LIABILITY COV PART DECLARATIONS CG TO 09 03 95 TIL
- 5. NUMBERS OF FORMS AND ENDORSEMENTS FORMING A PART OF THIS POLICY: SEE IL T8 01 10 93
- 6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy containing its complete provisions:

  Policy Policy No. Insuring Company

\*AMS BINDER BILLED # 248067 SEE CALCULATION OF PREMIUM
COMPOSITE RATES ENDORSEMENT

7. PREMIUM SUMMARY:

Provisional Premium \$
Due at Inception \$
Due at Each \$

NAME AND ADDRESS OF AGENT OR BROKER: LOCKTON COMPANIES LLC (NA287) 444 W 47TH STREET SUITE 900 KANSAS CITY, MO 64112

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Authorized Representative	
DATE:	

IL TO 02 11 89(REV. 09-07) PAGE 1 OF 1 OFFICE: KANSAS CITY

POLICY NUMBER: TC2J-GLSA-415J5114-TIL-19 ISSUE DATE: 08-22-19

#### Dear Valued Policyholder:

We are excited to inform you about changes to the structure of your commercial general liability (CGL) insurance. We are implementing a new proprietary CGL Coverage Form that will update and further simplify our approach to that coverage. Our new CGL coverage form is more closely aligned with ISO's current CGL coverage form, and it includes numerous provisions previously contained in our proprietary mandatory endorsements and several coverage enhancements that have been provided in our commonly used XTEND endorsements. In addition, we have updated many of our CGL endorsements for improved readability and consistency across our portfolio of policy forms.

To complement these CGL policy form changes, we are also transitioning our Liquor Liability (LL) coverage to ISO's current LL coverage form, modified by a proprietary Liquor Liability Amendatory Endorsement. This transition will improve consistency and coordination of CGL and LL coverages.

Your new Travelers CGL policy will contain coverage terms and conditions substantially similar to those in your expiring Travelers CGL policy. Also, in order to make this transition to our new proprietary policy forms as easy as possible for you, we will adjust any claims for CGL coverage under your new policy based upon the terms and conditions of either your expiring policy or your new policy, **whichever are broader**. Likewise, if your expiring policy includes LL coverage and you are renewing that coverage with us, we will adjust any claims for LL coverage under your new policy based upon the terms and conditions of either your expiring policy or your new policy, **whichever are broader**. However, this approach to adjustment of claims for CGL and LL coverage is **subject to the following exceptions:** 

- Any differences in the insured locations or insurance schedules, or the identity of named insureds or additional insureds.
- Any reductions in coverage that have been requested by you or your agent or broker or to which you or your agent or broker have agreed during renewal negotiations, or any exposures you have elected to insure elsewhere.
- Any reduction in the amount of the limits of insurance shown in any Declarations or endorsement for your new policy from the amount shown for substantially similar coverage in any Declarations or endorsement for your expiring policy.
- Any increase in the amount of any deductible, self-insured retention, retrospective loss limitation, or coinsurance obligation shown in any Declarations or endorsement for your new policy from the amount shown for substantially similar coverage in any Declarations or endorsement for your expiring policy, or any change from a loss-sensitive to guaranteed-cost rating plan or vice versa.
- Any other exceptions shown below.

We will apply this approach to claims adjusted under your first new Travelers policy. Any claim adjusted under a subsequent Travelers policy will be adjusted based only upon the terms and conditions of that policy.

Please review your expiring and new Travelers policies carefully, retain your expiring policy, and contact your agent or broker if you have any questions about this letter. We appreciate your business and thank you for choosing to insure with us.



POLICY NUMBER: TC2J-GLSA-415J5114-TIL-19

**EFFECTIVE DATE: 08-01-19** 

**ISSUE DATE**: 08-22-19

#### LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

IL T0 02 11 89 IL T8 01 10 93 PN U3 20 04 19 IL T0 01 01 07 IL T3 02 07 86 IL T3 40 08 18 IL T3 20 09 97	COMMON POLICY DECLARATIONS FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS LIBERALIZATION LETTER-GL PRODUCT MODERN COMMON POLICY CONDITIONS CALCULATION OF PREMIUM-COMPOSITE RATE(S) BROADENED NAMED INSURED ENDORSEMENT EARLIER NOT CANCEL/NONRENEWAL PROV BY US
COMMERCIAL GENERAL	LIABILITY
CG A0 13 11 03 CG T0 34 02 19	(CGT001) COMMERCIAL GENERAL LIAB COV DEC TABLE OF CONTENTS - COM GEN LIAB COV

GN	00	13	02	19	EXTENSION OF COVERAGE - BODILY INJURY	
GN	01	13	11	03	EMPLOYERS OVERHEAD LIABILITY	
GN	01	65	02	19	AMEND OF COV - INTERNATIONAL - LTD FORM	

COMMERCIAL GENERAL LIABILITY COV FORM

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

CG D1 26 10 95 ADDITIONAL INSURED-VENDORS BROAD FORM

CG D1 27 04 19 INCIDENTAL MEDICAL MALPRACTICE

CG D1 44 02 19 BLKT AI - PERS/ORGS BI/PD REO IN WRITING CG D1 54 02 19 COV FOR BI CO-EMPLOY OR OTHER VOLUNTEER

CG D2 03 12 97 AMEND-NON CUMULATION OF EACH OCC

CG D4 21 07 08 AMEND CONTRAC LIAB EXCL-EXC TO NAMED INS CG D6 18 10 11 EXCL-VIOLATION OF CONSUMER FIN PROT LAWS

CG D6 99 08 13 AMEND LIQ EXCL-EXCEPT SCHED PREM/ACTIV CG 21 41 11 85 EXCLUSION-INTERCOMPANY PRODUCTS SUITS

CG D1 42 02 19 **EXCLUSION-DISCRIMINATION** 

CG T4 81 11 88 EXC-HAZARD-CONNECTED DESIGNATED EXPOSURE CG F2 50 09 08 MISSOURI CHGS - DEFINITION OF POLLUTANTS

CG F9 34 02 19 AMEND DUTIES-OCCUR, OFF, CLAIM, SUIT COND

GN 01 11 11 03 EMPLOYERS OVERHEAD LIABILITY-OHIO

#### EMPLOYEE BENEFITS LIABILITY

CG T1 00 02 19

CG 24 04 05 09

CG TO 43 01 16 EMPLOYEE BENEFITS LIAB TABLE OF CONTENT CG T1 01 01 16 EMPLOYEE BENEFITS LIABILITY COV FORM CG F8 93 01 16 MISSOURI CHANGES - EBL	CG	T0	09	03	95	EMPLOYEE BENEFITS L	LIAB COV PART DEC
	CG	T0	43	01	16	EMPLOYEE BENEFITS L	JIAB TABLE OF CONTENTS
CG F8 93 01 16 MISSOURI CHANGES - EBL	CG	T1	01	01	16	EMPLOYEE BENEFITS L	LIABILITY COV FORM
	CG	F8	93	01	16	MISSOURI CHANGES -	EBL

PAGE: 1 OF 2 IL T8 01 10 93



POLICY NUMBER: TC2J-GLSA-415J5114-TIL-19

**EFFECTIVE DATE**: 08-01-19

**ISSUE DATE**: 08-22-19

#### MULTIPLE SUBLINE ENDORSEMENTS

C = COMMERCIAL GENERAL LIABILITY
E = EMPLOYEE BENEFITS LIABILITY

L = LIQUOR LIABILITY

CG D3 55 01 17	DEDUCTIBLE ENDORSEMENT (C, E, L)
CG T3 33 11 03	LIMIT WHEN TWO OR MORE POLICIES APPLY (C, E, L)
CG 26 25 04 05	MO CHANGES-GUARANTY ASSOCIATION (C. I.)

#### INTERLINE ENDORSEMENTS

ΙL	Т3	68	01	15	FEDERAL TERRORISM RISK INS ACT DISCLOSE
IL	Т4	05	03	11	DESIGNATED ENTITY - CANC PROVIDED BY US
IL	Т4	12	03	15	AMNDT COMMON POLICY COND-PROHIBITED COVG
IL	Т4	14	01	15	CAP ON LOSSES CERTIFIED ACT OF TERRORISM
IL	00	21	09	80	NUCLEAR ENERGY LIAB EXCL END-BROAD FORM
IL	02	74	02	13	MISSOURI CHGS-CANCELLATION & NONRENEWAL

IL T8 01 10 93 PAGE: 2 OF 2

### **COMMON POLICY CONDITIONS**

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

#### A. Cancellation

- The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- We may cancel this policy or any Coverage Part 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.
- 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. If the policy is cancelled, that date will become the end of the policy period. If a Coverage Part is cancelled, that date will become the end of the policy period as respects that Coverage Part only.
- 5. If this policy or any Coverage Part 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 as 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:
  - Give you reports on the conditions we find; and
  - c. Recommend changes.
- 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
  - Comply with laws, regulations, codes or standards.
- 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:
  - a. Is responsible for the payment of all premiums; and
  - **b.** Will be the payee for any return premiums we pay.
- We compute all premiums for this policy in accordance with our rules, rates, rating plans, premiums and minimum premiums. The premium shown in the Declarations was computed based on rates and rules in effect at

the time the policy was issued. On each renewal continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

#### 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.

#### G. Equipment Breakdown Equivalent to Boiler and Machinery

On the Common Policy Declarations, the term Equipment Breakdown is understood to mean and include Boiler and Machinery and the term Boiler and Machinery is understood to mean and include Equipment Breakdown.

This policy consists of the Common Policy Declarations and the Coverage Parts and endorsements listed in that declarations form.

In return for payment of the premium, we agree with the Named Insured to provide the insurance afforded by a Coverage Part forming part of this policy. That insurance will be provided by the company indicated as insuring company in the Common Policy Declarations by the abbreviation of its name opposite that Coverage Part.

One of the companies listed below (each a stock company) has executed this policy, and this policy is countersigned by the officers listed below:

The Travelers Indemnity Company (IND)

The Phoenix Insurance Company (PHX)

The Charter Oak Fire Insurance Company (COF)

Travelers Property Casualty Company of America (TIL)

The Travelers Indemnity Company of Connecticut (TCT)

The Travelers Indemnity Company of America (TIA)

Travelers Casualty Insurance Company of America (ACJ)

Wendy C. Shy

President

POLICY NUMBER: TC2J-GLSA-415J5114-TIL-19 ISSUE DATE: 08-22-19

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

### **CALCULATION OF PREMIUM - COMPOSITE RATES**

#### A. SCHEDULE

1. This endorsement modifies insurance provided under the following Coverage Part(s):

COMMERCIAL GENERAL LIABILITY EMPLOYEE BENEFITS LIABILITY

- **2.** This endorsement applies to the Declarations from 08-01-19 to 08-01-20 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.
- 3. Definition of Premium Base (Bases):

Audited Sales

**4.** Exceptions (if any) to compositing of premium calculation:

5. Premium Schedule

COVERAGE PREMIUM BASE

342-40050 PER \$1,000

ESTIMATED ADVANCE EXPOSURE RATE PREMIUM 10,000,000 \$3.35 \$33,500

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

#### **B. PROVISIONS**

- Referring to the Schedule above, the premium for the Coverage Parts shown in item 1, except with respect to any exceptions shown in item 4, shall be computed in accordance with the premium base (bases) and rate (rates) designated in item 5.
- 2. The premium for the excepted hazards shall be computed in accordance with the rates and rules filed by us or on our behalf.
- The advance premium stated above is an estimated premium for the Declarations Period. Upon termination of this period, the earned

premium shall be computed in accordance with the policy and this endorsement. If the earned premium thus computed exceeds the estimated advance premium paid, you shall pay the excess to us; if less, we shall return to you the unearned paid portion. Rates and premiums for any subsequent Declarations Periods shall be determined at the inception date of those respective periods and shall be specified in endorsements to be added to the policy. After termination of each period, the earned premium shall be computed in accordance with the policy and this endorsement.

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

### BROADENED NAMED INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

ALL COVERAGES INCLUDED IN THIS POLICY

The following is added as a Named Insured in Item 1. of the Declarations:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- **b.** Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for loss that occurred:

- **a.** Before you maintained an ownership interest of more than 50% in such subsidiary; or
- **b.** After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

Each such subsidiary will be deemed to be designated in the Declarations as the type of organization indicated in its name or the documents that govern its structure.

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

# EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

#### **SCHEDULE**

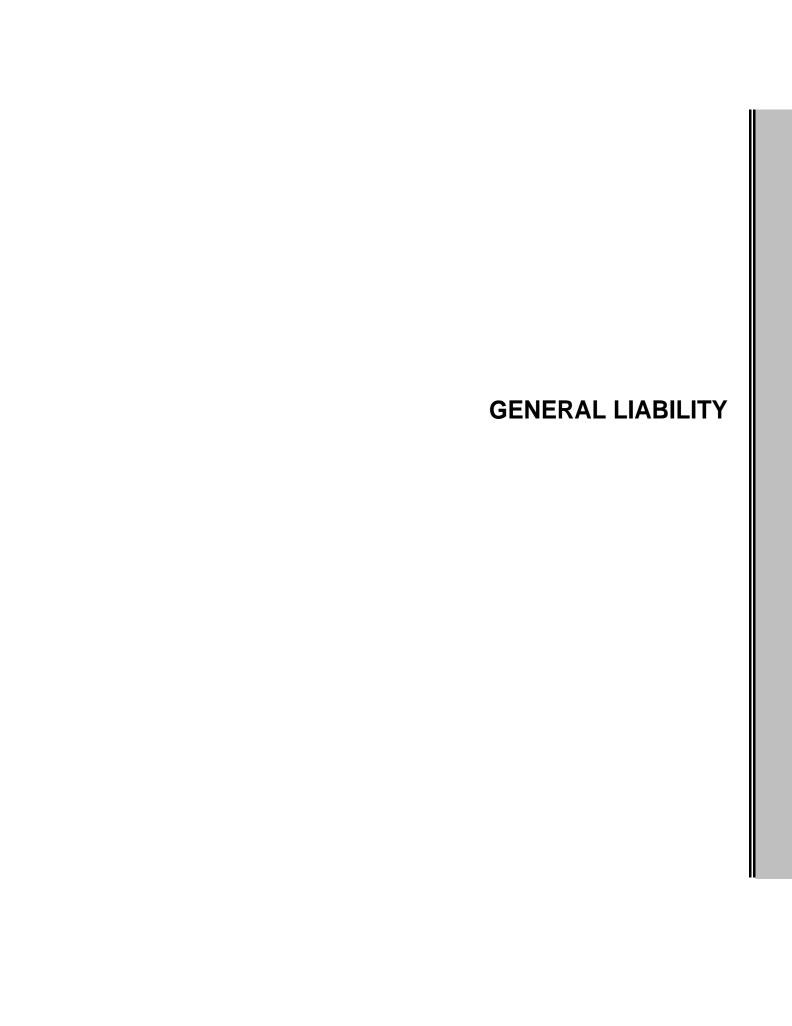
CANCELLATION: Number of Days Notice: 90

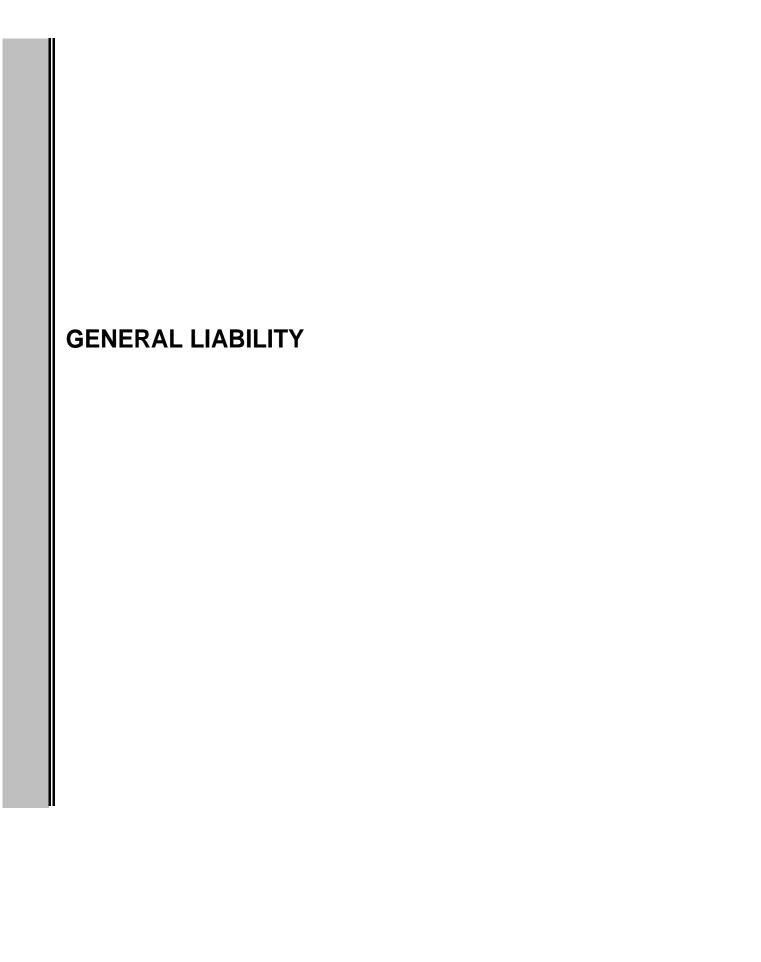
WHEN WE DO NOT RENEW (Nonrenewal): Number of days Notice: 90

#### **PROVISIONS:**

**A.** For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

**B.** For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.







COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

POLICY NO.: TC2J-GLSA-415J5114-TIL-19

**ISSUE DATE**: 08-22-19

**INSURING COMPANY:** 

TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

**DECLARATIONS PERIOD:** From 08-01-19 to 08-01-20 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

The Commercial General Liability Coverage Part consists of these Declarations and the Coverage Form shown below.

#### 1. COVERAGE AND LIMITS OF INSURANCE:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM	LIMITS OF INSURANCE		
General Aggregate Limit			
(Other than Products-Completed Operations)	\$	2,000,000	
Products-Completed Operations Aggregate Limit	\$	2,000,000	
Personal & Advertising Injury Limit	\$	1,000,000	
Each Occurrence Limit	\$	1,000,000	
Dmge To Premises Rented To You Limit (any one premises)	\$	1,000,000	
Medical Expense Limit (any one person)	\$	5,000	

2. AUDIT PERIOD: ANNUAL

3. FORM OF BUSINESS: CORPORATION

4. NUMBERS OF FORMS, SCHEDULES AND ENDORSEMENTS FORMING PART OF THIS COVERAGE PART ARE ATTACHED AS A SEPARATE LISTING.

# COMMERCIAL GENERAL LIABILITY COVERAGE IS SUBJECT TO A GENERAL AGGREGATE LIMIT

**CG T0 01 11 03**Order # CG A0 13 11 03
Page 1 of 1

PRODUCER: LOCKTON COMPANIES LLC NA287 OFFICE: KANSAS CITY 095

### **TABLE OF CONTENTS**

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM CG T1 00 02 19

SECTION I – COVERAGES		Beginning on Page
Coverage A –	In a wine of A management	4
Bodily Injury and Property Damage Liability	Insuring Agreement	1
Damage Liability	Exclusions	2
Coverage B – Personal and Advertising Injury Liability	Insuring Agreement	6
injury Liability	Exclusions	6
Coverage C –		
Medical Payments	Insuring Agreement	9
	Exclusions	9
Supplementary Payments		10
SECTION II – WHO IS AN INSURED		11
SECTION III – LIMITS OF INSURANC	E	13
SECTION IV – COMMERCIAL GENE	RAL LIABILITY CONDITIONS	13
	e, Offense, Claim Or Suit	
<u> </u>		
		_
•		
Transfer Of Rights Of Recovery A	gainst Others To Us	16
When We Do Not Renew	-	16
SECTION V – DEFINITIONS		16

### 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  ${\bf II}$  — Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section  ${\bf V}$  – 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 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.

**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:
  - 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" or "property damage" 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 that 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 will be deemed to be damages because of "bodily injury" or "property damage", provided that:
  - (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 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 produced by or originating from 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) If such "pollutants" 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;
- (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"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations 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 any governmental authority or any other person or organization 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".

#### 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:

- A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) 50 feet long or less; and
  - (b) Not being used to carry any person 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;
- (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 as "mobile equipment" under the definition of "mobile equipment" if such land vehicle 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"; or
- (6) An aircraft that is:
  - (a) Chartered with a pilot to any insured;
  - (b) Not owned by any insured; and
  - **(c)** Not being used to carry any person or property for a charge.

#### 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" arising 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 "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of 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.

#### I. 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:

- 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".

#### g. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

#### r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

#### s. Asbestos

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

- (2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph (1) above.
- (3) 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, asbestos, asbestos fibers or products containing asbestos; or
  - (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

#### t. Employment-Related Practices

"Bodily injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - **(b)** Termination of that person's employment; or
  - (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; 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 Paragraph (a), (b), or (c) above is directed.

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 "bodily injury".

Exclusions **c.** through **n.** do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of 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.

**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". This exclusion does not apply to "personal injury" caused by malicious prosecution.

## b. Material Published With Knowledge Of Falsity

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

#### c. Material Published Or Used Prior To Policy Period

- (1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or
- (2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed 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:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you 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.

#### f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

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

"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

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

#### i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- (1) Copyright;
- (2) Patent;
- (3) Trade dress;
- (4) Trade name;
- (5) Trademark;
- (6) Trade secret; or
- (7) Other intellectual property rights or laws.

This exclusion does not apply to:

- (1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or
- (2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

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

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

(1) Advertising, "broadcasting" or publishing;

- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.(1)**, **(2)** and **(3)** of the definition of "personal injury".

For the purposes of this exclusion:

- (1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and
- (2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

#### k. Electronic Chatrooms Or Bulletin Boards

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

#### 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:

- 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 any governmental authority or any other person or organization 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" arising 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. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

#### q. 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.

#### r. Asbestos

- (1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.
- (2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph (1) above.
- (3) 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, asbestos, asbestos fibers or products containing asbestos; or
- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

#### s. Employment-Related Practices

"Personal 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 practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or harassment, advance, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

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 "personal injury".

#### **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**

- 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 \$2,500 for the 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 \$500 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" or offense 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 — Coverages — Coverage A — Bodily Injury And Property Damage Liability or Paragraph 2.e. of Section I — Coverages — Coverage B — Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", 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:

- **a.** We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or
- **b.** 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 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.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- (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:
  - 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.
- e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:
  - (1) 50 feet long or less; and
  - (2) Not being used to carry any person or property for a charge.
- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, 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 180th 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.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- **a.** An organization, other than a partnership, joint venture or limited liability company; or
- **b.** A trust:

as indicated in its name or the documents that govern its structure.

- 4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:
  - a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

**b.** Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- **b.** The insurance provided to such premises owner, manager or lessor does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.
- 5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:
  - a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
  - b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

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. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

#### SECTION III - LIMITS OF INSURANCE

- 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".
- 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 injury" 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".

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be 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 "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
- **b.** \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.
- 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:
  - 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.
- e. The following provisions apply to Paragraph a. above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II Who Is An Insured:
  - (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
  - (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
    - (a) Any individual who is:
      - (i) A partner or member of any partnership or joint venture;
      - (ii) A manager of any limited liability company;

- (iii) An executive officer or director of any other organization; or
- (iv) A trustee of any trust;

that is your partner, joint venture member, manager or trustee; or

- (b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph e.(1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph **e.** does not affect that requirement.

#### 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 valid and collectible other 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 described in Paragraphs **a**. and **b**. below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph 5. of Section III Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph 4. of Section III Limits of Insurance applies because the Amendment Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;
- (iii) Any risk retention group; or
- (iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

#### 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, except when Paragraph **d.** below applies.

#### 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 insurance for "premises damage";
- (iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;
- (iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph 4. of Section II – Who Is An Insured, except when Paragraph d. below applies; or
- (v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph 5. of Section II Who Is An Insured, except when Paragraph d. below applies.
- (b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.
- (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 selfinsured 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.

# d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

#### 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:

- 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.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

#### 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**

- "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 websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

#### 2. "Advertising injury":

- **a.** Means injury caused by one or more of the following offenses:
  - (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
  - (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
    - (a) Appropriates a person's name, voice, photograph or likeness; or
    - (b) Unreasonably places a person in a false light; or
  - (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
- b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

#### 3. "Auto" means:

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

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

#### **4.** "Bodily injury" means:

- **a.** Physical harm, including sickness or disease, sustained by a person; or
- b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
- 5. "Broadcasting" means transmitting any audio or visual material for any purpose:
  - a. By radio or television; or

- **b.** In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
  - Radio or television programming being transmitted;
  - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
  - (3) Advertising transmitted with any of such programming.

#### 6. "Coverage territory" means:

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

- 7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- **9.** "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

- "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.
- "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.
- 12. "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.

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

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

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

- tracks, roadbeds, tunnel, underpass or crossing:
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection, architectural or engineering activities.
- 14. "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".
- 15. "Loading or unloading" means the handling of property:
  - 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".

- **16.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
  - 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:
  - 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 vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

#### 17. "Occurrence" means:

**a.** An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

- b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.
- **18.** "Personal and advertising injury" means "personal injury" or "advertising injury".
- 19. "Personal injury":
  - a. Means injury, other than "advertising injury", caused by one or more of the following offenses:
    - (1) False arrest, detention or imprisonment;
    - (2) Malicious prosecution;
    - (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
    - (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
    - (5) Oral or written publication, including publication by electronic means, of material that:
      - (a) Appropriates a person's name, voice, photograph or likeness; or
      - **(b)** Unreasonably places a person in a false light.
  - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
- 20. "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.

#### 21. "Premises damage" means:

- a. With respect to the first paragraph of the exceptions in Exclusion j. of Section I Coverage A Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or
- b. With respect to the exception to Exclusions c. through n. in the last paragraph of Paragraph 2. of Section I Coverage A Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:
  - (1) Fire;
  - (2) Explosion;
  - (3) Lightning;
  - (4) Smoke resulting from fire, explosion or lightning; or
  - (5) Water.

But "premises damage" under this Paragraph **b.** does not include "property damage" to any premises caused by:

- (1) Rupture, bursting, or operation of pressure relief devices;
- (2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or
- (3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

#### 22. "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 productscompleted operations are subject to the General Aggregate Limit.

#### 23. "Property damage" means:

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

#### **24.** "Slogan":

- **a.** Means a phrase that others use for the purpose of attracting attention in their advertising.
- **b.** Does not include a phrase used as, or in, the name of:
  - Any person or organization, other than you;
  - (2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

- **25.** "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.
- 26. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or shortterm workload conditions.
- 27. "Title" means a name of a literary or artistic work.
- **28.** "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.
- 29. "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.
- 30. "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.

#### 31. "Your work":

- a. Means:
  - 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.

POLICY NUMBER: TC2J-GLSA-415J5114-TIL-19

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

#### **SCHEDULE**

#### Name Of Person Or Organization:

Any person or organization with whom you have agreed in a written contract or agreement to waive your right of recovery, but only for payments we make because of:

- 1. "Bodily injury" or "property damage" that occurs; or
- 2. "Personal injury" or "advertising injury" caused by an offense committed; after you have executed that contract or agreement.

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

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

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

## **EXTENSION OF COVERAGE – BODILY INJURY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

"Bodily injury" means:

- a. Physical harm, including sickness or disease; or
- **b.** Mental anguish, injury or illness, emotional distress, shock, fright, disability or humiliation; sustained by a person.

ISSUE DATE: 08-22-19

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

### **EMPLOYERS OVERHEAD LIABILITY**

This modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

#### LIST OF STATES

ND, WA, WY

#### LIMITS OF INSURANCE

BODILY INJURY BY ACCIDENT	1,000,000	EACH ACCIDENT
BODILY INJURY BY DISEASE	1,000,000	AGGREGATE
BODILY INJURY BY DISEASE	1,000,000	EACH EMPLOYEE

None of the terms of the Coverage Part to which this endorsement is attached apply to the insurance provided by this endorsement, except for the COMMON POLICY CONDITIONS and Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS.

#### **SECTION I – COVERAGE**

#### 1. Insuring Agreement

This insurance applies to "bodily injury" by accident or "bodily injury" by disease to your "employees". "Bodily injury" includes resulting death.

- **a.** The "bodily injury" must arise out of and in the course of the injured "employee's" employment by you.
- **b.** The employment must be necessary or incidental to your work in the state(s) listed in the Schedule above.
- C. You must maintain for the "employee" full Workers Compensation Insurance coverage in the Workers Compensation State Fund of the state(s) listed in the Schedule above during the term of this insurance or shall be a qualified self insurer approved by the State Workers Compensation Commission and in good standing.
- **d.** "Bodily injury" by accident must occur during the endorsement period.
- **e.** "Bodily injury" by disease must be caused or aggravated by the conditions of your em-

ployment. The "employee's" last day of last exposure to the conditions causing or aggravating such "bodily injury" by disease must occur during the endorsement period.

f. If you are sued, the original "suit" and any related legal actions for damages for "bodily injury" by accident or disease must be brought in the United States of America, its territories or possessions, or Canada.

#### 2. We Will Pay

We will pay all sums you legally must pay as damages because of "bodily injury" to your "employees", provided the "bodily injury" is covered by this insurance. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Paragraph 5. Supplementary Payments of this COVERAGE Section.

The damages we will pay, where recovery is permitted by law, include damages:

- a. for which you are liable to a third party by reason of a claim or "suit" against you by that third party to recover the damages claimed against such third party as a result of injury to your "employee";
- b. for care and loss of services; and
- c. for consequential "bodily injury" to a spouse, child, parent, brother or sister of the injured "employee";

provided that these damages are the direct consequence of "bodily injury" that arises out of and in the course of the injured "employee's" employment by you; and

d. because of "bodily injury" to your "employee" that arises out of and in the course of employment, claimed against you in a capacity other than as an employer.

#### 3. We Will Defend

We have the right and duty to defend you, at our expense, against any claim, proceeding or "suit" seeking damages payable by this insurance. We have the right to investigate any "bodily injury" and settle these claims, proceedings and "suits".

The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (Section III).

We have no duty to defend you against a claim, proceeding or "suit" that is not covered by this insurance. We have no duty to defend or continue defending you after we have paid our applicable limit of liability under this insurance.

#### 4. Exclusions

This insurance does not apply to:

- a. Liability assumed under a contract or agreement. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
- **b.** Punitive or exemplary damages because of "bodily injury" to an "employee" employed in violation of law;
- c. "Bodily injury" to an "employee" while employed in violation of law with your actual knowledge or the actual knowledge of any of your partners (if you are a partnership), your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company), your members or managers (if you are a joint venture or limited liability company) or your trustees (if you are a trust);
- d. Any obligation imposed by a Workers Compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
- e. "Bodily injury" intentionally caused or aggravated by you;

- f. Any damages for "bodily injury" with respect to which the insured is deprived of any defense or defenses;
- g. "Bodily injury" occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to "bodily injury" to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
- h. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any "employee", or any personnel practices, policies, acts or omissions;
- i. "Bodily injury" to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Nonappropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws:
- j. "Bodily injury" to any person in work subject to the Federal Employers' Liability Act (45 USC Sections 51-60), any other federal laws obligating an employer to pay damages to an "employee" due to "bodily injury" arising out of or in the course of employment, or any amendments to those laws;
- **k.** "Bodily injury" to a master or member of the crew of any vessel;
- **I.** Fines or penalties imposed for violation of federal or state law;
- m. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

#### 5. Supplementary Payments

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

- Reasonable expenses incurred at our request, but not loss of earnings;
- **b.** Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
- c. Litigation costs taxed against you;
- d. Interest on a judgment as required by law until we offer the amount due under this insurance; and
- e. Expenses we incur.

These payments will not reduce the Limits of Insurance.

#### SECTION II – WHO IS AN INSURED

- If you are designated in the Declarations of the Coverage Part to which this endorsement is attached 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 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. 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 endorsement period, whichever is earlier;

**b.** Coverage does not apply to "bodily injury" 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, joint venture or limited liability company that is not shown as a Named Insured in the Declarations of the Coverage Part to which this endorsement is attached.

#### SECTION III - LIMITS OF INSURANCE

- The Limits of Insurance shown in the Schedule above and the following rules 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 Bodily Injury by Accident Each Accident limit is the most we will pay for all damages because of "bodily injury" to one or more "employees" in any one accident. A disease is not "bodily injury" by accident unless it results directly from "bodily injury" by accident.
- 3. The Bodily Injury by Disease Aggregate limit is the most we will pay for all damages because of "bodily injury" by disease, regardless of the number of "employees" who sustain "bodily injury" by disease;
- **4.** The Bodily Injury by Disease Each Employee limit is the most we will pay for all damages because of "bodily injury" by disease to any one "employee", subject to **3.** above.

Under parts **3.** and **4.** above, "bodily injury" by disease does not include disease that results directly from "bodily injury" by accident.

The limits of this insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the endorsement period, unless the endorsement 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 – DEFINITIONS**

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

#### COMMERCIAL GENERAL LIABILITY

- **2.** "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 4. "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".
- 5. "Suit" means a civil proceeding in which damages because of "bodily injury" to which this insurance applies are alleged. "Suit" includes:

- **a.** An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
- **b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.
- **6.** "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.
- 7. "Workers Compensation Laws" means the workers or workmen's compensation law and occupational disease law of each state or territory. It includes any amendments to that law which are in effect during the endorsement period. It does not include the provisions of any law that provides non-occupational disability benefits.

# AMENDMENT OF COVERAGE – INTERNATIONAL – LIMITED FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **PROVISIONS**

1. The following replaces the definition of "coverage territory" in the **DEFINITIONS** Section:

"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:
  - 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 brought anywhere in the world, or in a settlement we agree to under this policy.

2. The following is added to Paragraph 1., Insuring Agreement, of SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

In the event of a "foreign Coverage A loss" incurred by a "foreign insured organization", or by any other insured for whom such "foreign insured organization" is liable, we will reimburse the first Named Insured, or any other Named Insured that is not a "foreign insured organization", for such "foreign Coverage A loss" because of its "financial"

interest" in that "foreign insured organization". For purposes of this insurance, amounts we reimburse under:

- (1) Paragraph a. of the definition of "foreign Coverage A loss" will be deemed to be sums that such Named Insured becomes legally obligated to pay as damages under Coverage A: and
- (2) Paragraph **b.** of the definition of "foreign Coverage A loss" will be deemed to be payments we make under Supplementary Payments.
- 3. The following is added to Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

## Acts Of Terrorism Committed Outside The United States

"Bodily injury" or "property damage" arising out of any "act of terrorism" that is committed outside the United States of America (including its territories and possessions) and Puerto Rico.

4. The following is added to Paragraph 1., Insuring Agreement, of SECTION I – COVERAGES – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY:

In the event of a "foreign Coverage B loss" incurred by a "foreign insured organization", or by any other insured for whom such "foreign insured organization" is liable, we will reimburse the first Named Insured, or any other Named Insured that is not a "foreign insured organization", for such "foreign Coverage B loss" because of its "financial interest" in that "foreign insured organization". For purposes of this insurance, amounts we reimburse under:

(1) Paragraph a. of the definition of "foreign Coverage B loss" will be deemed to be sums that such Named Insured becomes legally obligated to pay as damages under Coverage B; and

- (2) Paragraph **b.** of the definition of "foreign Coverage B loss" will be deemed to be payments we make under Supplementary Payments.
- 5. The following is added to Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY:

## Acts Of Terrorism Committed Outside The United States

"Personal and advertising injury" arising out of any "act of terrorism" that is committed outside the United States of America (including its territories and possessions) and Puerto Rico.

6. The following is added to Paragraph 1., Insuring Agreement, of SECTION I – COVERAGES – COVERAGE C – MEDICAL PAYMENTS:

In the event of "foreign Coverage C expenses" incurred by a "foreign insured organization", we will reimburse the first Named Insured, or any other Named Insured that is not a "foreign insured organization", for such "foreign Coverage C expenses" because of its "financial interest" in that "foreign insured organization". For purposes of this insurance, amounts we reimburse as "foreign Coverage C expenses" will be deemed to be medical expenses we pay under Coverage **C**.

7. The following replaces the first sentence of Paragraph 4.a., Primary Insurance, of SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is primary except when Paragraph **b.** or the Difference In Limits – Local Admitted Insurance condition below applies.

8. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

# Difference In Limits – Local Admitted Insurance

For a loss we cover under Coverages **A** or **B** of this Coverage Part, this insurance is excess over, and applies on a difference-in-limits basis with, any other insurance, whether primary, excess, contingent or on any other basis, that:

- Is issued to any Named Insured in a country or jurisdiction outside the United States (including its territories and possessions) and Puerto Rico;
- (2) Is written to apply to "bodily injury" or "property damage" caused by an "occurrence" that takes place, or to "personal and advertising injury" caused by an offense

- committed, in that other country or jurisdiction; and
- (3) Provides coverage, in whole or in part, for the same "bodily injury", "property damage" or "personal and advertising injury" covered by this insurance.

When this insurance is excess over, and applies on a difference-in-limits basis with, such other insurance, we will pay the difference between:

- (1) The amount we would have paid under this insurance if no other insurance were available to the insured: and
- (2) The amount the insured is entitled to under such other insurance for the same "bodily injury", "property damage" or "personal and advertising injury", regardless of whether such insurance is collectible.

# Duties In The Event Of A Claim Or Suit For Foreign Coverage A Loss Or Foreign Coverage B Loss

In the event of a claim or "suit" for "foreign Coverage A loss" or "foreign Coverage B loss" made or brought against a "foreign insured organization", or any other insured for whom such "foreign insured organization" is liable, the first Named Insured must:

- Arrange to investigate and defend such claim or "suit";
- Notify us in writing in advance of any proposed settlement of such claim or "suit"; and
- c. Comply with all other conditions of this insurance as if such claim or "suit" were made or brought against any insured that is not a "foreign insured organization".

#### Currency

Payments for damages, reasonable expenses to defend an insured, medical expenses or Supplementary Payments will be in the currency of the United States of America. At our option, we may make these payments in a different currency. Any necessary currency conversion for the payment of damages will be calculated based on the rate of exchange published in the next Wall Street Journal subsequent to the date of judgment or settlement. Any necessary currency conversion for the payment of reasonable expenses to defend an insured, medical expenses or Supplementary Payments will be calculated based on the rate of exchange published in the Wall Street Journal immediately preceding the date the payment is processed.

#### Compulsory Insurance

This insurance is not a substitute for required or compulsory insurance in any country or jurisdiction.

You agree to maintain all required or compulsory insurance in any country or jurisdiction up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

The following is added to the **DEFINITIONS** Section:

"Act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion.

"Financial interest" means the insurable interest in a "foreign insured organization" because of:

- a. Sole ownership of, or an ownership interest of more than 50% in, such "foreign insured organization", either directly or through one or more intervening subsidiaries;
- **b.** Indemnification of, or an obligation to indemnify:
  - (1) Such "foreign insured organization"; or
  - (2) Any other insured for whom such "foreign insured organization" is liable;

for the "foreign Coverage A loss", "foreign Coverage B loss", or "foreign Coverage C expenses"; or

**c.** An obligation to obtain insurance for such "foreign insured organization".

"Foreign Coverage A loss" means:

- a. Sums that an insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance would have applied; or
- **b.** Payments described in Supplementary Payments with respect to:
  - (1) Any claim against an insured for "bodily injury" or "property damage" that we would have investigated or settled; or
  - (2) Any "suit" against an insured or your indemnitee for "bodily injury" or "property

damage" that we would have defended, including amounts to defend such insured or indemnitee against such "suit";

but for the fact that such insured or indemnitee is located in any country or jurisdiction in which we are not licensed to provide this insurance and where providing this insurance would violate the laws or regulations of such country or jurisdiction.

"Foreign Coverage B loss" means:

- a. Sums that an insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance would have applied; or
- **b.** Payments described in Supplementary Payments with respect to:
  - (1) Any claim against an insured for "personal and advertising injury" that we would have investigated or settled;
  - (2) Any "suit" against an insured or your indemnitee for "personal injury" that we would have defended, including amounts to defend such insured or indemnitee against such "suit": or
  - (3) Any "suit" against an insured for "advertising injury" that we would have defended, including amounts to defend such insured against such "suit";

but for the fact that such insured or indemnitee is located in any country or jurisdiction in which we are not licensed to provide this insurance and where providing this insurance would violate the laws or regulations of such country or jurisdiction.

"Foreign Coverage C expenses" means medical expenses incurred or paid by a "foreign insured organization" to which the insurance provided under Coverage **C** would have applied but for the fact that such "foreign insured organization" is located in a country or jurisdiction in which we are not licensed to provide this insurance and where providing this insurance would violate the laws or regulations of such country or jurisdiction.

"Foreign insured organization" means any organization that:

- **a.** Is an insured under Section II Who Is An Insured; and
- b. Is located in a country or jurisdiction in which we are not licensed to provide this insurance and where providing this insurance would violate the laws or regulations of such country or jurisdiction.

### ADDITIONAL INSURED-VENDORS BROAD FORM

This endorsement modifies insurance provided under the following:

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

#### A. SCHEDULE

#### Name of Person or Organization (Vendor):

Any vendor with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only for the limits agreed to in such contract or the limits of insurance of this policy, whichever is less.

#### Your products:

Any of "your products"

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

#### **B. PROVISIONS**

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "vendor") shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business subject to the following additional provisions:

- The insurance afforded the vendor does not apply to:
  - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - **b.** Any express warranty, or any distribution or sale for a purpose unauthorized by you;

- C. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless 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.** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- f. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
- **9.** The sole negligence of the vendor.
- 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.

### INCIDENTAL MEDICAL MALPRACTICE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE OF EMPLOYEE HEALTH CARE PROFESSIONALS

"Employed nurses while acting within the scope of their duties at Kansas City Southern"

#### **PROVISIONS**

- The following replaces Paragraph b. of the definition of "occurrence" in the **DEFINITIONS** Section:
  - b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.
- 2. The following is added to Paragraph 2.a.(1) of SECTION II WHO IS AN INSURED:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide "incidental medical services" by any of your "employees", other than an employed doctor, designated in the Schedule Of Employee Health Care Professionals, but only while acting within the scope of their employment by you.

3. The following is added to Paragraph 5. of SECTION III – LIMITS OF INSURANCE:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or

- omissions committed in providing or failing to provide "incidental medical services" to any one person will be deemed to be one "occurrence".
- 4. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

#### Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of any penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

**5.** The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, X-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- **b.** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your

"employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

# BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR BODILY INJURY OR PROPERTY DAMAGE AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

## The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs subsequent to the signing of that contract or agreement; and
- b. If the "bodily injury" or "property damage" is caused, in whole or in part, by your acts or omissions in the performance of "your work" to which that contract or agreement applies or the acts or omissions of any person or organization performing operations on your behalf.

The insurance provided to such additional insured is subject to the following provisions:

- a. The limits of insurance provided to such additional insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- **b.** This insurance does not apply to any person or organization for whom you have purchased an Owners and Contractors Protective policy.
- **c.** The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury" or "property damage" arising out of the providing, or failure to provide, 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 or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
  - **(b)** Supervisory, inspection, architectural or engineering activities.
- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.
- d. If the written contract or agreement does not require that the insurance provided under this Coverage Part apply on a primary basis, or a primary and non-contributory basis, then this insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover.

COMMERCIAL GENERAL LIABILITY ISSUE DATE: 08-22-19

POLICY NUMBER: TC2J-GLSA-415J5114-TIL-19

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

# COVERAGE FOR DESIGNATED EMPLOYEES AND VOLUNTEER WORKERS FOR BODILY INJURY TO CO-EMPLOYEES OR OTHER VOLUNTEER WORKERS

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE OF EMPLOYEES AND VOLUNTEER WORKERS

"All Employees"

#### **PROVISIONS**

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b), and (c) above do not apply to any "employee" or "volunteer worker" shown in the Schedule Of Employees And Volunteer Workers, but

only with respect to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" while performing duties related to the conduct of your business.

# AMENDMENT – NON CUMULATION OF EACH OCCURRENCE LIMIT OF LIABILITY and NON CUMULATION OF PERSONAL and ADVERTISING INJURY LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1.** Paragraph 5 of SECTION III – LIMITS OF INSURANCE, is amended to include the following:

Non cumulation of Each Occurrence Limit – If one "occurrence" causes "bodily injury" and/or "property damage" during the policy period and during the policy period of one or more prior and/or future policies that include a commercial general liability coverage part for the insured issued by us or any affiliated insurance company, the amount we will pay is limited. This policy's Each Occurrence Limit will be reduced by the amount of each payment made by us and any affiliated insurance company under the other policies because of such "occurrence".

**2.** Paragraph 4 of SECTION III – LIMITS OF INSUR-ANCE, is amended to include the following:

Non cumulation of Personal and Advertising Limit — If "personal injury" and/or "advertising injury" is sustained by any one person or organization during the policy period and during the policy period of one or more prior and/or future policies that include a commercial general liability coverage part for the insured issued by us or any affiliated insurance company, the amount we will pay is limited. This policy's Personal Injury and Advertising Injury Limit will be reduced by the amount of each payment made by us and any affiliated insurance company under the other policies because of such "personal injury" and/or "advertising injury".

# AMENDMENT OF CONTRACTUAL LIABILITY EXCLUSION - EXCEPTION FOR DAMAGES ASSUMED IN AN INSURED CONTRACT APPLIES ONLY TO NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **PROVISIONS**

- The following replaces Paragraph (2) of Exclusion b., Contractual Liability, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:
  - (2) Assumed by you in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:
    - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and
    - (b) Such attorney 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.
- The following replaces the beginning of Paragraph 2., and Paragraphs 2.a., b., c., d. and e., of SUPPLEMENTARY PAYMENTS COVERAGES:
  - 2. If we defend you against a "suit" and your indemnitee is also named as a party to the "suit", we will have the right and duty to defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which you have 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 you;
- c. The obligation to defend, or the cost of the defense of, that indemnitee has also been assumed by you in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that we determine that no conflict exists between your interests and the interests of the indemnitee;
- e. You and the indemnitee 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 you and the indemnitee; and
- The following replaces the last sentence of Paragraph 2. of SUPPLEMENTARY PAY-MENTS – COVERAGES A AND B of SEC-TION I – COVERAGES:

Our obligation to defend your indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- **a.** We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or
- **b.** The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

# EXCLUSION – VIOLATION OF CONSUMER FINANCIAL PROTECTION LAWS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **PROVISIONS**

The following exclusion is added to Paragraph
 Exclusions, of SECTION I – COVERAGES
 COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

#### Violation Of Consumer Financial Protection Laws

"Bodily injury" or "property damage" arising out of any actual or alleged violation of a "consumer financial protection law", or any other "bodily injury" or "property damage" alleged in any claim or "suit" that also alleges any such violation.

The following exclusion is added to Paragraph
 Exclusions, of SECTION I – COVERAGES
 COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:

#### Violation Of Consumer Financial Protection Laws

"Personal injury" or "advertising injury" arising out of any actual or alleged violation of a "consumer financial protection law", or any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such violation.

The following is added to the **DEFINITIONS** Section: "Consumer financial identity information" means any of the following information for a person that is used or collected for the purpose of serving as a factor in establishing such person's eligibility for personal credit, insurance or employment, or for the purpose of conducting a business transaction:

- **a.** Part or all of the account number, the expiration date or the balance of any credit, debit, bank or other financial account.
- **b.** Information bearing on a person's credit worthiness, credit standing or credit capacity.
- c. Social security number.
- d. Drivers license number.
- e. Birth date.

"Consumer financial protection law" means:

- a. The Fair Credit Reporting Act (FCRA) and any of its amendments, including the Fair and Accurate Credit Transactions Act (FACTA);
- **b.** California's Song-Beverly Credit Card Act and any of its amendments; or
- c. Any other law or regulation that restricts or prohibits the collection, dissemination, transmission, distribution or use of "consumer financial identity information".

POLICY NUMBER: TC2J-GLSA-415J5114-TIL-19

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

# AMENDMENT OF LIQUOR LIABILITY EXCLUSION – EXCEPTION FOR SCHEDULED PREMISES OR ACTIVITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE OF PREMISES OR ACTIVITIES

Description of Premises or Activities:

"All activities which do not generate revenue to any insureds authorized by the Named Insured for which no charge is made and no license is required for the serving or furnishing of alcoholic beverages.

Only those premises located where the Named Insured permits any alcoholic beverages to be brought for consumption there for which no charge is made and no license is required for the bringing and consuming of alcoholic beverages."

#### **PROVISIONS**

The following replaces Exclusion c., Liquor Liability, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

#### 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, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises, for consumption on your premises;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you:

(1) Manufacture, sell or distribute alcoholic beverages;

- (2) Serve or furnish alcoholic beverages for a charge whether or not such activity:
  - (a) Requires a license;
  - (b) Is for the purpose of financial gain or livelihood;
- (3) Serve or furnish alcoholic beverages without a charge, if a license is required for such activity: or
- (4) Permit any person to bring any alcoholic beverages on your premises, for consumption on your premises.

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

- (i) The selling, serving or furnishing of alcoholic beverages at any specified activities described in the Schedule Of Premises Or Activities; or
- (ii) Permitting any person to bring any alcoholic beverages on any premises described in the Schedule Of Premises Or Activities, for consumption on any premises described in the Schedule Of Premises Or Activities.

## **EXCLUSION--INTERCOMPANY PRODUCTS SUITS**

This endorsement modifies insurance provided under the following:

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

This insurance does not apply to any claim for damages by any Named Insured against another Named Insured because of "bodily injury" or "property damage" arising out of "your products" and included within the "products-completed operations hazard."

## **EXCLUSION – DISCRIMINATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **PROVISIONS**

 The following exclusion is added to Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

#### Discrimination

"Bodily injury" arising out of discrimination based upon a person's sex, sexual orientation, marital status, pregnancy, race, color, creed, religion, national origin, citizenship, veteran status, age, genetic information or physical or mental disability, or any other characteristic, attribute, trait, condition or status that qualifies a person for protection against discrimination under federal, state or local law.

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

#### **Discrimination**

"Personal injury" arising out of discrimination based upon a person's sex, sexual orientation, marital status, pregnancy, race, color, creed, religion, national origin, citizenship, veteran status, age, genetic information or physical or mental disability, or any other characteristic, attribute, trait, condition or status that qualifies a person for protection against discrimination under federal, state or local law.

POLICY NUMBER: TC2J-GLSA-415J5114-TIL-19

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

# EXCLUSION-ALL HAZARDS IN CONNECTION WITH A DESIGNATED EXPOSURE

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE** 

**DESCRIPTION** 

Railroad Operations

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

**CG T4 81 11 88** Page 1 of 1

<sup>1.</sup> Any exposure shown in the above schedule; or

**<sup>2.</sup>** Any supervision, instructions, recommendations or advice given or which should have been given in connection therewith.

## **MISSOURI CHANGES – DEFINITION OF POLLUTANTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART RAILROAD PROTECTIVE LIABILITY COVERAGE PART

#### **PROVISIONS**

The definition of "pollutants" in the **DEFINITIONS**Section of this Coverage Part or in any endorsement to this Coverage Part is replaced by the following:

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. "Pollutants" includes:

- a. Petroleum or petroleum derivatives, gasoline, fuels, lubricants, and their respective additives and individual chemical components, including benzene and toluene;
- **b.** Chlorinated and halogenated solvents, including tetrachloroethylene (PCE or PERC), trichloroethylene (TCE), trichloroethane (TCA) and vinyl chloride, and their degradation products;
- c. Coal tar, manufactured gas plant (MGP) byproducts and polynuclear aromatic hydrocarbons (PAHs), phenols and polychlorinated biphenyls (PCBs); and
- **d.** Organic and inorganic pesticides, and inorganic contaminants, including arsenic, barium, beryllium, lead, cadmium, chromium and mercury.

This definition of "pollutants" applies regardless of whether:

- The irritant or contaminant, or the particular form, type or source of the irritant or contaminant, involved in the claim or "suit" is specifically identified or described in this definition, such as waste from manufacturing operations;
- **2.** The irritant or contaminant has or had any function in any of the insured's business, operations, premises, sites or locations, such as:
  - (i) PERC for a dry cleaning business; or
  - (ii) TCE, or any of the other items included as examples of "pollutants" in **b.** above, for degreasing operations;
- 3. The irritant or contaminant represents a major source of potential liability for the insured, such as gasoline, or any of the other items included as examples of "pollutants" in a. above, for a gasoline station; or
- **4.** The insured expects or considers the irritant or contaminant to be a pollutant.

Waste includes materials to be recycled, reconditioned or reclaimed.

# AMENDMENT OF DUTIES IN EVENT OF AN OCCURRENCE, OFFENSE, CLAIM OR SUIT CONDITION

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

The last paragraph of Paragraph 2.e., Duties In The Event Of Occurrence, Offense, Claim Or Suit, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted.

ISSUE DATE: 08-22-19

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

## **EMPLOYERS OVERHEAD LIABILITY – OHIO**

This modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

#### LIMITS OF INSURANCE

BODILY INJURY BY ACCIDENT	1,000,000	EACH ACCIDENT
BODILY INJURY BY DISEASE	1,000,000	AGGREGATE
BODILY INJURY BY DISEASE	1,000,000	EACH EMPLOYEE

None of the terms of the Coverage Part to which this endorsement is attached apply to the insurance provided by this endorsement, except for the COMMON POLICY CONDITIONS and Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS.

#### **SECTION I – COVERAGE**

#### 1. Insuring Agreement

This insurance applies to "bodily injury" by accident or "bodily injury" by disease to your "employees". "Bodily injury" includes resulting death.

- a. The "bodily injury" must arise out of and in the course of the injured "employee's" employment by you.
- **b.** The employment must be necessary or incidental to your work in the state of Ohio.
- C. You must maintain for the "employee" full Workers Compensation Insurance coverage in the Ohio Workers Compensation State Fund during the term of this insurance or shall be a qualified self insurer approved by the Ohio Administrator of Workers Compensation and in good standing.
- **d.** "Bodily injury" by accident must occur during the endorsement period.
- e. "Bodily injury" by disease must be caused or aggravated by the conditions of your employment. The "employee's" last day of last exposure to the conditions causing or aggravating such "bodily injury" by disease must occur during the endorsement period.
- f. If you are sued, the original "suit" and any related legal actions for damages for "bodily injury" by accident or disease must be brought

in the United States of America, its territories or possessions, or Canada.

#### 2. We Will Pay

We will pay all sums you legally must pay as damages because of "bodily injury" to your "employees", provided the "bodily injury" is covered by this insurance. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Paragraph 5. Supplementary Payments of this COVERAGE Section.

The damages we will pay, where recovery is permitted by law, include damages:

- a. for which you are liable to a third party by reason of a claim or "suit" against you by that third party to recover the damages claimed against such third party as a result of injury to your "employee";
- b. for care and loss of services; and
- c. for consequential "bodily injury" to a spouse, child, parent, brother or sister of the injured "employee";

provided that these damages are the direct consequence of "bodily injury" that arises out of and in the course of the injured "employee's" employment by you; and

d. because of "bodily injury" to your "employee" that arises out of and in the course of employment, claimed against you in a capacity other than as an employer.

#### 3. We Will Defend

We have the right and duty to defend you, at our expense, against any claim, proceeding or "suit"

seeking damages payable by this insurance. We have the right to investigate any "bodily injury" and settle these claims, proceedings and "suits."

The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (Section III).

We have no duty to defend you against a claim, proceeding or "suit" that is not covered by this insurance. We have no duty to defend or continue defending you after we have paid our applicable limit of liability under this insurance.

#### 4. Exclusions

This insurance does not apply to:

- a. Liability assumed under a contract or agreement. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
- **b.** Punitive or exemplary damages because of "bodily injury" to an "employee" employed in violation of law;
- c. "Bodily injury" to an "employee" while employed in violation of law with your actual knowledge or the actual knowledge of any of your partners (if you are a partnership), your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company), your members or managers (if you are a joint venture or limited liability company) or your trustees (if you are a trust);
- **d.** Any obligation imposed by a Workers Compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
- e. "Bodily injury" directly intended by the insured;
- f. Any damages for "bodily injury" with respect to which the insured is deprived of any defense or defenses;
- g. "Bodily injury" occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to "bodily injury" to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
- h. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any

- "employee", or any personnel practices, policies, acts or omissions;
- i. "Bodily injury" to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Nonappropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws:
- j. "Bodily injury" to any person in work subject to the Federal Employers' Liability Act (45 USC Sections 51-60), any other federal laws obligating an employer to pay damages to an "employee" due to "bodily injury" arising out of or in the course of employment, or any amendments to those laws:
- **k.** "Bodily injury" to a master or member of the crew of any vessel;
- Fines or penalties imposed for violation of federal or state law;
- m. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

#### 5. Supplementary Payments

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

- **a.** Reasonable expenses incurred at our request, but not loss of earnings;
- **b.** Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
- c. Litigation costs taxed against you;
- d. Interest on a judgment as required by law until we offer the amount due under this insurance; and
- **e.** Expenses we incur.

These payments will not reduce the Limits of Insurance.

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

- If you are designated in the Declarations of the Coverage Part to which this endorsement is attached 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 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. 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 endorsement period, whichever is earlier;
  - **b.** Coverage does not apply to "bodily injury" 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, joint venture or limited liability company that is not shown as a Named Insured in the Declarations of the Coverage Part to which this endorsement is attached.

#### **SECTION III – LIMITS OF INSURANCE**

1. The Limits of Insurance shown in the Schedule above and the following rules 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 Bodily Injury by Accident Each Accident limit is the most we will pay for all damages because of "bodily injury" to one or more "employees" in any one accident. A disease is not "bodily injury" by accident unless it results directly from "bodily injury" by accident.
- 3. The Bodily Injury by Disease Aggregate limit is the most we will pay for all damages because of "bodily injury" by disease, regardless of the number of "employees" who sustain "bodily injury" by disease;
- **4.** The Bodily Injury by Disease Each Employee limit is the most we will pay for all damages because of "bodily injury" by disease to any one "employee", subject to **3.** above.

Under parts **3.** and **4.** above, "bodily injury" by disease does not include disease that results directly from "bodily injury" by accident.

The limits of this insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the endorsement period, unless the endorsement 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 – DEFINITIONS**

- "Bodily Injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 4. "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".

#### COMMERCIAL GENERAL LIABILITY

- **5.** "Suit" means a civil proceeding in which damages because of "bodily injury" to which this insurance applies are alleged. "Suit" includes:
  - a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
  - **b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.
- **6.** "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.
- 7. "Workers Compensation Laws" means the workers or workmen's compensation law and occupational disease law of each state or territory. It includes any amendments to that law which are in effect during the endorsement period. It does not include the provisions of any law that provides non-occupational disability benefits.

# EMPLOYEE BENEFITS LIABILITY

**EMPLOYEE BENEFITS LIABILITY** 

One Tower Square, Hartford, Connecticut 06183

EMPLOYEE BENEFITS LIABILITY COVERAGE PART DECLARATIONS

POLICY NO.: TC2J-GLSA-415J5114-TIL-19

**ISSUE DATE: 08-22-19** 

#### **INSURING COMPANY:**

TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

**DECLARATIONS PERIOD:** From 08-01-19 to 08-01-20 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

The Employee Benefits Liability Coverage Part consists of these Declarations and the Coverage Form shown below.

#### 1. COVERAGE AND LIMITS OF INSURANCE

**Employee Benefits Liability** 

Coverage Form	Limit	Limits of Insurance	
Aggregate Limit	\$	1,000,000	
Each Employee Limit	\$	1,000,000	

2. AUDIT PERIOD: ANNUAL

3. FORM OF BUSINESS: CORPORATION

#### 4. RETROACTIVE DATE:

This insurance does not apply to negligent acts, errors or omissions which occurred before the Retroactive Date, if any shown below.

Retroactive Date: 08-01-1995

#### 5. EMPLOYEE BENEFIT PROGRAMS OTHER THAN THOSE LISTED IN SECTION VII-DEFINITIONS:

\*See Endorsement CG D3 55 09 05

6. DEDUCTIBLE:

**\$\*** EACH EMPLOYEE

7. PREMIUM COMPUTATION:

	Rate		
Estimated No.	Per	Estimated	Minimum
of Employees	Employee	Premium	Premium

\$ Incl \$

8. NUMBERS OF FORMS, SCHEDULES AND ENDORSEMENTS FORMING PART OF THIS COVERAGE PART ARE ATTACHED AS A SEPARATE LISTING.

CG T0 09 03 95 Page 1 of 1

#### **TABLE OF CONTENTS**

### **EMPLOYEE BENEFITS LIABILITY COVERAGE FORM**

Beginning on Page

#### SECTION I - EMPLOYEE BENEFITS LIABILITY COVERAGE

Insuring Agreement	1
Exclusions	2
Supplementary Payments	. 3
SECTION II. WHO IS AN INCLIDED	2
SECTION II - WHO IS AN INSURED	3
SECTION III - LIMITS OF INSURANCE	4
SECTION IV - DEDUCTIBLE	4
SECTION V - EMPLOYEE BENEFITS LIABILITY CONDITIONS	5
Bankruptcy	. 5
Duties in The Event of Act, Error or Omission, Claim Or Suit	
Legal Action Against Us	6
Other Insurance	
Premium Audit	
Representations	
Separation of Insureds	
Transfer of Rights of Recovery Against Others To Us	
Cancellation, Non-renewal And Renewal Conditions Applicable to	. ′
Commercial General Liability Coverage Part	. 7
SECTION VI - EXTENDED REPORTING PERIODS	7
SECTION VII - DEFINITIONS	8

## **EMPLOYEE BENEFITS LIABILITY COVERAGE FORM**

# THIS INSURANCE PROVIDES CLAIMS-MADE COVERAGE. PLEASE READ THE ENTIRE FORM CAREFULLY.

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 VII – Definitions.

# SECTION I - EMPLOYEE BENEFITS LIABILITY COVERAGE

#### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of loss 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 loss to which this insurance does not apply. We may, at our discretion, investigate any negligent 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 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 loss only if:
  - (1) The loss is caused by a negligent act, error or omission committed by the insured, or by any other person for whose acts the insured is legally liable, in the "administration" of your "employee benefit program";
  - (2) The negligent act, error or omission is committed in the "coverage territory";

- (3) The negligent act, error or omission was committed on or after the Retroactive Date, if any, shown in the Declarations of this Coverage Part and before the end of the policy period; and
- (4) A claim or "suit" for damages because of the loss is first made or brought against any insured, in accordance with Paragraph e. below, during the policy period or any Extended Reporting Period we provide under Section VI – Extended Reporting Periods.
- c. Each negligent act, error or omission in a series of related negligent acts, errors or omissions will be deemed to have been committed on the date the first such negligent act, error or omission in that series is committed.
- d. If the Retroactive Date is left blank in the Declarations of this Coverage Part, the Retroactive Date will be deemed to be the first day of the policy period.
- **e.** A claim or "suit" seeking damages will be deemed to have been first made or brought at the earlier of the following times:
  - (1) When we or any insured first receives written notice of such claim or "suit", whichever comes first: or
  - (2) When we first receive written notice from any insured of a specific negligent act, error or omission that caused the loss which resulted in such claim or "suit".

All claims or "suits" that seek damages because of loss sustained by any one "employee", including the "employee's" dependents and beneficiaries, will be deemed

to have been first made or brought at the time the first of those claims or "suits" is made or brought against any insured.

- f. A claim or "suit" that seeks damages will be deemed to have been first made or brought at the time we receive written notice from any insured of a specific negligent act, error or omission only if that notice contains all of the following information:
  - (1) How, when and where the negligent act, error or omission was committed;
  - (2) A description of what happened;
  - (3) A description of what damages may result;
  - (4) The identity of the person or organization that may make a claim or bring a "suit"; and
  - (5) The identity of each insured that committed the negligent act, error or omission.

Notice to us that any insured may in the future receive written notice of a negligent act, error or omission, claim or "suit" is not notice of a specific negligent act, error or omission.

#### 2. Exclusions

This insurance does not apply to:

# a. Criminal, Dishonest, Fraudulent Or Malicious Acts

Loss arising out of any criminal, dishonest, fraudulent, or malicious act, error or omission committed by any insured, including the willful or reckless violation of any law or regulation.

#### b. Injury Or Damage

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

#### c. Failure To Perform A Contract

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

#### d. Insufficiency Of Funds

Loss 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 Or Advice Given With Respect To Participation

Any claim or "suit" 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

Loss 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.

#### q. ERISA

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

#### h. Available Benefits

Loss of 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

- (1) Any taxes, fines, or penalties, including those imposed under any provision of the Internal Revenue Code of 1986, as amended, or any similar state or local law; or
- (2) Any loss, cost or expense arising out of the imposition of such taxes, fines or penalties.

#### j. Employment-Related Practices

Loss 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 practice or policy, such as coercion, demotion, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention

imprisonment applied to or directed at that person, regardless of whether such practice or policy occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of loss to that person at whom any of the employment-related practices or policies described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the loss.

#### k. Access Or Disclosure Of Confidential Or Personal Information

Loss arising out of any access or disclosure of any person's or organization's confidential or personal information.

#### 3. Supplementary Payments

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. 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.
- c. 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.
- d. All costs taxed against the insured in the "suit."
- e. Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we made 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.
- f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or

deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

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

- 1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - **b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to 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 also insureds, but only with respect to their liability 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. Each of 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), who is or was authorized to administer your "employee benefit program."
  - **b.** Any person or organization 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 Coverage Part.
- 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 180th 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 negligent act, error or omission that was 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. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

#### SECTION III - LIMITS OF INSURANCE

- The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought;
  - **c.** Persons or organizations making claims or bringing "suits";
  - d. Acts, errors or omissions; or
  - **e.** Benefits included in your "employee benefit program".
- 2. The Aggregate Limit is the most we will pay for all damages because of all negligent acts, errors or omissions committed in the "administration" of your "employee benefit program."
- 3. 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, because of all negligent acts, errors or omissions committed in the "administration" of your "employee benefit program".

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 – DEDUCTIBLE**

- The Deductible shown in the Declarations and the rules below fix the amount of damages incurred by, or on behalf of, you or any insured that you will be responsible for paying, regardless of the number of:
  - a. Insureds:
  - **b.** Claims made or "suits" brought;
  - **c.** Persons or organizations making claims or bringing "suits";
  - d. Acts, errors or omissions; or
  - **e.** Benefits included in your "employee benefit program".

If no amount is shown for the Deductible in the Declarations, the Deductible does not apply to this Coverage Part.

- 2. The Deductible applies to all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, because of all negligent acts, errors or omissions committed in the "administration" of your "employee benefit program".
- **3.** The Limits of Insurance will not be reduced by the amount of damages within the deductible amount.
- **4.** The terms of this policy, including those with respect to:
  - **a.** Our right and duty with respect to the defense of "suits"; and
  - **b.** Your duties in the event of an act, error or omission, claim or suit;

apply irrespective of the application of the deductible amount.

5. If we settle a claim or "suit" for damages, or pay a judgment for damages awarded in a "suit", that are subject to a deductible, we may pay any part or all of the deductible amount. You will promptly reimburse us for such part of the deductible amount as we have paid.

# SECTION V - EMPLOYEE BENEFITS 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 Act, Error Or Omission, 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 was committed; and
  - (2) The names and addresses of any "employees" who may suffer loss caused by the act, error or omission.
- **b.** If a claim is made or "suit" is brought by 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 a "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 loss 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.
- e. The following provisions apply to Paragraph a. above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II Who Is An Insured:
  - (1) Notice to us of such act, error or omission must be given as soon as practicable only after the act, error or omission is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint

- venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an act, error or omission.
- (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such act, error or omission must be given as soon as practicable only after the act, error or omission is known by:
  - (a) Any individual who is:
    - (i) A lawfully elected or appointed official, executive officer or director of any public entity;
    - (ii) A partner or member of any partnership or joint venture;
    - (iii) A manager of any limited liability company;
    - (iv) An executive officer or director of any other organization; or
    - (v) A trustee of any trust;

that is your partner, joint venture member, manager or trustee; or

**(b)** Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an act, error or omission.

#### 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 valid and collectible other insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies;
- (iii) Any risk retention group; or
- (iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **b.** below, insurer means a provider of insurance.

### a. Primary Insurance

This insurance is primary. If any of the other insurance is also primary, 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 limit of insurance to the total applicable limits of insurance of all insurers.

### 5. Premium Audit

- 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.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or renewal in accordance with applicable insurance laws or regulations.

### 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:

- 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.

# 10. Cancellation, Nonrenewal And Renewal Conditions Applicable To Commercial General Liability Coverage Part

All conditions relating to cancellation, nonrenewal or renewal that are included in any endorsement applicable to the Commercial General Liability Coverage Part attached to this policy also apply to this Coverage Part.

### SECTION VI – EXTENDED REPORTING PERIODS

- **1.** We will provide one or more Extended Reporting Periods, as described below, if:
  - **a.** This Coverage Part is cancelled or not renewed for any reason; or
  - **b.** We renew or replace this Coverage Part with insurance that has a Retroactive Date later than the date shown in the Declarations.
- 2. The Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They only apply to claims or "suits" for loss caused by a negligent act, error or omission committed on or after the Retroactive Date shown in the Declarations and before the end of the policy period.

Once in effect, Extended Reporting Periods may not be canceled.

 A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for 90 days.

The Basic Extended Reporting Period does not apply to claims or "suits" for loss covered under subsequent insurance you purchase, or that would be covered under such insurance but for the exhaustion of its applicable limit of insurance.

The Basic Extended Reporting Period does not reinstate or increase the limits of insurance.

4. A Supplemental Extended Reporting Period is available, but only by an endorsement and for an extra charge. This supplemental period starts with the end of the policy period and lasts for three years or an unlimited period of time, as set forth in the Supplemental Extended Reporting Period Endorsement. This supplemental period replaces the Basic Extended Reporting Period.

This Supplemental Extended Reporting Period will not go into effect unless we receive all of the following within 90 days after the end of the policy period and you have fulfilled all other duties, and complied with all other conditions and requirements, under this policy:

- **a.** A written request from you to purchase the Supplemental Extended Reporting Period;
- **b.** Full payment of the earned premium for this policy;
- c. Payment of the additional premium for the Supplemental Extended Reporting Period Endorsement; and
- **d.** Repayment of any deductible you owe us under this Coverage Part.

We will determine the additional premium for that endorsement in accordance with our rules and rates. The additional premium for the Supplemental Extended Reporting Period Endorsement will not exceed 200% of the annual premium for this policy.

This endorsement will set forth the terms, not inconsistent with this Section VI - Extended Reporting Periods, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims or "suits" first made or brought against any insured during such period is excess over any valid and collectible other insurance available under insurance in force after the Supplemental Extended Reporting Period starts.

The Supplemental Extended Reporting Period does not reinstate or increase the limits of insurance.

#### **SECTION VII - DEFINITIONS**

- 1. "Administration" means:
  - a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of the "employee benefit program";

- **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. "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:
  - 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.
- 3. "Advertising injury":
  - a. Means injury, other than "personal injury", caused by one or more of the following offenses:
    - (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
    - (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
      - **(a)** Appropriates a person's name, voice, photograph or likeness; or
      - **(b)** Unreasonably places a person in a false light; or
    - (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

- b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph
   a. above.
- 4. "Bodily injury":
  - **a.** Means any harm, including sickness or disease, to the health of a person.
  - **b.** Includes mental anguish, injury or illness, or emotional distress.
- **5.** "Cafeteria plan" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
- 6. "Coverage territory" means the United States of America (including its territories and possessions), Puerto Rico or Canada, provided that the insured's responsibility to pay damages is determined in a "suit" on the merits in the United States of America (including its territories and possessions), Puerto Rico or Canada, or in a settlement we agree to.
- 7. "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".
- 8. "Employee benefit program":
  - a. Means a program providing some or all of the following benefits to your "employees", whether provided through a "cafeteria plan" or otherwise:
    - (1) Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts, provided that no one other than your "employee" may subscribe to such benefits and such benefits are made generally available to all of those "employees" who satisfy the plan's eliqibility requirements;
    - (2) Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than your "employee" may subscribe to such benefits and such benefits are made generally available to all of those "employees" who are eligible under the plan for such benefits;
    - (3) Unemployment insurance, social security benefits, workers' compensation and disability benefits;

- (4) 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
- (5) Any other similar benefits designated in the Declarations or added thereto by endorsement.
- b. Does not include any benefit plan or program described in Paragraph a. above that is selfinsured.
- "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
- 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. "Personal injury":

- a. Means injury, other than "advertising injury", caused by one or more of the following offenses:
  - (1) False arrest, detention or imprisonment:
  - (2) Malicious prosecution;
  - (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
  - (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to

- have had its goods, products or services disparaged; or
- (5) Oral or written publication, including publication by electronic means, of material that:
  - (a) Appropriates a person's name, voice, photograph or likeness; or
  - **(b)** Unreasonably places a person in a false light.
- b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
- **12.** "Property damage" means:
  - **a.** Physical injury to tangible property, including all resulting loss of use of that property; or
  - **b.** Loss of use of tangible property that is not physically injured.

### 13. "Slogan":

- a. Means a phrase that others use for the purpose of attracting attention in their advertising.
- **b.** Does not include a phrase used as, or in, the name of:
  - (1) Any person or organization, other than you; or
  - (2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.
- **14.** "Suit" means a civil proceeding in which damages because of loss 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 submits 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.
- 15. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or shortterm workload conditions.
- **16.** "Title" means a name of a literary or artistic work.

### **MISSOURI CHANGES – EBL**

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

## The following is added to **SECTION V – EMPLOYEE BENEFITS LIABILITY CONDITIONS**:

## Missouri Property And Casualty Insurance Guaranty Association Coverage Limitations

- a. Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the Association), the Association will pay claims covered under the Act if we become insolvent.
- b. The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitations apply subject to all other provisions of the Act:
  - 1. Claims covered by the Association do not include a claim by or against an insured of an insolvent insurer, if the insured has a net worth of more than \$25 million on the later of the end of the insured's most recent fiscal year or the December thirty-first of the year next preceding the date the insurer becomes insolvent; provided that an insured's net worth on such date shall be deemed to include the aggregate net worth of the insured and all of its affiliates as calculated on a consolidated basis.
  - 2. Payments made by the Association for covered claims will include only that amount of each claim which is less than \$300,000.

However, the Association will not:

- (a) Pay an amount in excess of the applicable limit of insurance of the policy from which a claim arises; or
- **(b)** Return to an insured any unearned premium in excess of \$25,000.

These limitations have no effect on the coverage we will provide under this policy.

## Your Right to Claim Information And Act, Error Or Omission Information

We will provide the first Named Insured shown in the Declarations the following information relating to this insurance and any preceding employee benefits liability coverage we have issued to you during the previous three years:

- a. A list or other record of each act, error or omission, not previously reported to any other insurer, of which we were notified in accordance with Paragraph 2.a. of Section V Employee Benefits Liability Conditions. We will include the date and brief description of the act, error or omission if that information was in the notice we received.
- b. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable aggregate limit.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

If we cancel or elect not to renew this Coverage Part, we will provide such information no later than 30 days before the date of policy termination.

If the first Named Insured cancels or elects not to renew, we will provide this information within 30 days of the first Named Insured's written request.

In other circumstances, we will provide this information only if we receive a written request from the first Named Insured within 60 days after the end of the policy period. In this case, we will provide this information within 45 days of receipt of the request.

We compile claim information and information about acts, errors or omissions for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

# MULTIPLE SUBLINE ENDORSEMENTS



### **DEDUCTIBLE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART EMPLOYEE BENEFITS LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART

### **PROVISIONS**

The following is added to SECTION III – LIMITS
OF INSURANCE of the Commercial General
Liability Coverage Form and Liquor Liability
Coverage Form, and replaces SECTION IV –
DEDUCTIBLE of the Employee Benefits Liability
Coverage Form:

### **Deductible**

- 1. The Deductible shown in Item 1. of the Deductible Schedule and the rules below fix the amounts that you will be responsible for paying, and over which the limits of insurance will apply, 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 Deductible shown in Item 1. of the Deductible Schedule applies to the following amounts for the coverages identified in Paragraphs a. through d. below, to the extent such coverages are part of this policy:
  - a. All damages under Coverage A, medical expenses under Coverage C, and "limited covered pollution costs" (if applicable) under Coverage D, because of all "bodily injury" and "property damage" arising out of any one "occurrence";
  - b. All damages under Coverage B because of all "personal injury" and "advertising injury" sustained by any one person or organization;
  - c. All damages under Employee Benefits Liability Coverage sustained by any one "employee", including the "employee's" dependents and beneficiaries; and

- d. All damages under Liquor Liability Coverage because of all "injury" sustained by one or more persons or organizations as the result of the selling, serving or furnishing of any alcoholic beverage to any one person.
- 3. If you have selected the "allocated loss adjustment expenses" option shown in Item 1.a. of the Deductible Schedule, the Deductible shown in Item 1. of that schedule includes all "allocated loss adjustment expenses" directly allocated to the particular claim or "suit" made or brought for all damages, medical expenses and "limited covered pollution costs" (if applicable) described in Paragraph 2. above.

If you have selected the "allocated loss adjustment expenses" option shown in Item **1.b.** of the Deductible Schedule, the Deductible shown in Item **1.** applies separately to:

- a. All damages, medical expenses and "limited covered pollution costs" (if applicable) described in Paragraph 2. above; and
- b. All "allocated loss adjustment expenses" directly allocated to the particular claim or "suit" made or brought for such damages, medical expenses and "limited covered pollution costs".

If you have selected the "allocated loss adjustment expenses" option shown in Item **1.c.** or **1.d.** of the Deductible Schedule, the Deductible shown in Item **1.** of that schedule does not apply to "allocated loss adjustment expenses".

- 4. The terms of the policy, including those with respect to:
  - Our right and duty with respect to the defense of an insured against a "suit", and
  - **b.** Your duties in the event of an "occurrence", offense, act, error or omission, "injury", claim, or "suit";

apply irrespective of the application of the Deductible.

- 5. The applicable limit of insurance will be reduced by the amount of any damages, medical expenses and "limited covered pollution costs" (if applicable) within any applicable Deductible. The applicable limit of insurance will not be reduced by the amount of any "allocated loss adjustment expenses" within any Deductible.
- 6. Unless you and we agree otherwise, we will pay any part or all of the Deductible to effect payment of any claim or "suit", or to defend an insured against a "suit" if "allocated loss adjustment expenses" are within the Deductible stated in Item 1. of the Deductible Schedule. You must reimburse us from your own funds for such part of the Deductible as we have paid, regardless of any:
  - a. Contributions toward payment of any damages, medical expenses, "limited covered pollution costs" (if applicable) or "allocated loss adjustment expenses" made by other insurers or any other entity; and
  - **b.** Deductibles owed or paid by you to other insurers for the same claim or "suit".

Only payments made by you will satisfy your obligation to reimburse us for payments we make within your deductible layer. Your obligation to reimburse us for such payments made by us is not satisfied by contributions made toward payment of any claim or "suit", or any "allocated loss adjustment expenses" incurred, by other insurers or any other entity.

- 7. The Aggregate Deductible shown in Item 2. of the Deductible Schedule is the most that you will be responsible for paying for the sum of all:
  - Damages, medical expenses and "limited covered pollution costs" (if applicable) within all applicable Deductibles; and

b. "Allocated loss adjustment expenses" within all applicable Deductibles, if the option shown in Item 1. of the Deductible Schedule includes "allocated loss adjustment expenses" within the Deductible.

The Aggregate Deductible will not be reduced if this policy is issued for a term of less than one year, or is cancelled for any reason by you or us before the end of the policy period. The Aggregate Deductible may be stated as a negotiated rate of final audited payroll or other exposure base or as a percentage of standard premium, if so shown in Item 2. of the Deductible Schedule, subject to a negotiated minimum Aggregate Deductible.

- 8. You must reimburse us for the expenses stated in Item 3. of the Deductible Schedule pursuant to the options selected by you and shown in that part of the Deductible Schedule. These expenses are not subject to, and are in addition to, the Aggregate Deductible (Item 2. of the Deductible Schedule) or the Maximum Loss Content (Item 4. of the Deductible Schedule), whichever is applicable.
- **9.** As an alternative to an Aggregate Deductible for coverages that are part of this policy, you may have selected a multiple line/multiple policy Maximum Loss Content. Under this arrangement, the maximum amount of payments (including or excluding "allocated loss adjustment expenses" depending on the option selected by you) for reimbursement within a deductible, loss limit or retention for any policy listed in Item 4. of the Deductible Schedule, will be limited to the amount shown as the Maximum Loss Content in the Deductible Schedule. The Maximum Loss Content may be stated as a negotiated rate of final audited payroll or other exposure base or as a percentage of standard premium, as shown in Item 4. of the Deductible Schedule, subject to a negotiated minimum Maximum Loss Content.
- 10. If you fail to reimburse us for any amounts as required by Paragraphs 6. through 9. above, or if you fail to provide security in a form and amount acceptable to us, we may cancel this policy in accordance with the Cancellation conditions, as permitted by law.

2. The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, in SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS of the Commercial General Liability Coverage Form; in SECTION IV – LIQUOR LIABILITY CONDITIONS of the Liquor Liability Coverage Form; and in SECTION V – EMPLOYEE BENEFITS LIABILITY CONDITIONS of the Employee Benefits Liability Coverage Form:

Any recoveries hereunder will be applied in the following order:

- a. Any interest (including the insured) that may have paid any amount with respect to liability in excess of the limit of our liability hereunder;
- **b.** Us for the amount paid hereunder;
- **c.** All other interests (including the insured) with respect to the residue, if any.

When we have elected to participate in the exercise of the insured's right of recovery, reasonable expenses resulting therefrom will be apportioned among all interests in the ratio of their respective recoveries.

3. The following is added to SECTION V – DEFINITIONS of the Commercial General Liability Coverage Form and the Liquor Liability Coverage Form, and SECTION VII – DEFINITIONS of the Employee Benefits Liability Coverage Form:

"Allocated loss adjustment expenses":

- a. Means any of the following that can be directly allocated to a particular claim or "suit":
  - (1) Fees, costs or expenses of attorneys, or other authorized representatives where permitted, for legal services, whether by outside or staff representatives.
  - (2) Fees, costs or expenses of court or alternative dispute resolution proceedings and other specific items of expense, whether incurred by an outside vendor or one of our employees, including:
    - (a) Medical examinations of a claimant to determine the extent of injury, degree of permanency, or length of disability;
    - **(b)** Expert medical or other testimony;
    - (c) Autopsy;
    - (d) Witnesses and summonses;

- **(e)** Copies of documents such as birth and death certificates, and medical treatment records:
- (f) Arbitration fees;
- (g) Fees or costs for surveillance or other professional investigations that are conducted as part of handling of a claim or "suit";
- (h) Fees or costs for loss prevention and engineering personnel, and fees or costs for rehabilitation nurses or other nurses, for services that are conducted as part of handling of a claim or "suit"; and
- (i) Appeal bond costs and appeal filing fees.
- (3) All Supplementary Payments as described and included in the applicable Coverage Part.
- **b.** Does not include:
  - (1) Salaries, overhead and travel expenses of our employees, except for those fees, costs or expenses described in Paragraph a.(1) or (2) above incurred while handling a claim or "suit";
  - (2) Fees paid to independent claims professionals (or attorneys hired to perform the function of claim investigation normally performed by claim adjusters), for developing and investigating a claim so that a determination can be made of the cause or extent of, or responsibility for the injury, disease or damage, including evaluation and settlement of covered claims; or
  - (3) Salaries, overhead and travel expenses of any insured.

### **DEDUCTIBLE SCHEDULE**

	1.	<ol> <li>The Deductible for all coverages is \$ 250,000</li> <li>The Deductible applies (option that applies is indicated by "x"):</li> </ol>			
		a.		To combined damages, medical expenses, "limited covered pollution costs" (if applicable) and "allocated loss adjustment expenses".	
		b.		To combined damages, medical expenses and "limited covered pollution costs" (if applicable), and separately to "allocated loss adjustment expenses".	
		C.		To combined damages, medical expenses, and "limited covered pollution costs" (if applicable) only. You will reimburse us for the total amount of "allocated loss adjustment expenses" if the amount of damages, medical expenses, and "limited covered pollution costs" (if applicable) is equal to or less than the Deductible. If the amount of damages, medical expenses and "limited covered pollution costs" (if applicable) is greater than the Deductible, the amount of "allocated loss adjustment expenses" reimbursable by you will be a proportionate share calculated by dividing the Deductible by the amount of total damages, medical expenses, and "limited covered pollution costs" (if applicable) payable under the policy and then multiplying the "allocated loss adjustment expenses" amount by that percentage.	
		d.		To combined damages, medical expenses and "limited covered pollution costs" (if applicable) only, with all "allocated loss adjustment expenses" reimbursed by you.	
2.	Agg	Aggregate Deductible \$			
	It is	adjı	usted	d based on: (option that applies is indicated by "x")	
		a.		Negotiated rate of per	
				Negotiated rate of per (rate) (exposure base)	
				but in no event less than \$ ·	
				(dollar amount)	
		b.		Negotiated percentage of Standard Premium%,	
				(percentage of Standard Premium)	
				but in no event less than \$ ·	
				(dollar amount)	
		C.	X	No Aggregate Deductible applies.	
3. Claims Handling and other associated expenses:			dling and other associated expenses:		
	<b>a.</b> Claim Handling is (options that apply are indicated by "x"):				
			(1)	Reimbursed by you as a percentage charge for each claim	
				of	
			(2)	Reimbursed by you as a flat charge for each claim of \$ 1.500	
			(3)	Reimbursed by you as a flat charge against the policy of \$	
		b.	Cha	rges other than Claim Handling are: (option that applies is indicated by "x")	
			(1)	Reimbursed by you at a rate oftimes exposure base	

	0	f
	ı	per ; or
		Reimbursed by you as a flat charge of 122,500 against the policy.
1.	Maximum Loss ( indicated by "x"):	Content (Can only be applied if 2.c. of this Schedule is selected) (option that applies is
	a. 🛚 Nego	tiated rate of440
	_	(rate)
	per	\$1,000 of Audited Sales
	_	
	-	
		(exposure base)
		but in no event less than \$ 4,400,000
		(dollar amount)
	<b>b.</b> Nego	tiated percentage of Standard Premium%
	_	(percentage of Standard Premium)
		but in no event less than \$
		(dollar amount)
	Polic	y Numbers to which the Maximum Loss Content is applicable
	TC2J-CAP	-415J5102-19

TC2J-GLSA-415J5114-19

### LIMITATION WHEN TWO OR MORE POLICIES APPLY

This endorsement modifies insurance provided under the following:

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

### **Provisions**

- 1. Injury, damage or loss might be covered by this policy and also by other policies issued to you by us or any Travelers affiliate. When these other policies contain a provision similar to this one, the amount we will pay is limited. The maximum that we will pay under all such policies combined is the highest limit that applies in any one of these policies.
- 2. This does not apply to any personal liability policy or to any Umbrella, Excess or Protective Liability Policy.

### **MISSOURI CHANGES – GUARANTY ASSOCIATION**

This endorsement modifies insurance provided under the following:

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

## MISSOURI PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION COVERAGE LIMITATIONS

- A. Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the Association), the Association will pay claims covered under the Act if we become insolvent.
- B. The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitations apply subject to all other provisions of the Act:
  - Claims covered by the Association do not include a daim by or against an insured of an insolvent insurer, if the insured has a net worth of more than \$25 million on the later of

the end of the insured's most recent fiscal year or the December thirty-first of the year next preceding the date the insurer becomes insolvent; provided that an insured's net worth on such date shall be deemed to include the aggregate net worth of the insured and all of its affiliates as calculated on a consolidated basis.

2. Payments made by the Association for covered claims will include only that amount of each claim which is less than \$300,000.

However, the Association will not:

- (1) Pay an amount in excess of the applicable limit of insurance of the policy from which a claim arises; or
- (2) Return to an insured any unearned premium in excess of \$25,000.

These limitations have no effect on the coverage we will provide under this policy.

# INTERLINE ENDORSEMENTS

INTERLINE ENDORSEMENTS

# FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE

This endorsement applies to the insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

COMMERCIAL GENERAL LIABILITY COVERAGE PART

CYBERFIRST ESSENTIALS LIABILITY COVERAGE PART

CYBERFIRST LIABILITY COVERAGE

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART

EMPLOYMENT PRACTICES LIABILITY\* WITH IDENTITY FRAUD EXPENSE REIMBURSEMENT COVERAGE PART

**ENVIRONMENTAL HAZARD POLICY** 

EXCESS (FOLLOWING FORM) LIABILITY INSURANCE

LAW ENFORCEMENT LIABILITY COVERAGE PART

LIMITED ABOVE GROUND POLLUTION LIABILITY COVERAGE PART

LIQUOR LIABILITY COVERAGE PART

MEDFIRST PRODUCTS/COMPLETED OPERATIONS, ERRORS AND OMISSIONS, AND

INFORMATION SECURITY LIABILITY COVERAGE FORM

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE PART

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF TRANS-PORTATION

TRIBAL BUSINESS MANAGEMENT LIABILITY COVERAGE PART

Any other Commercial Liability coverage included in this policy that is subject to the federal Terrorism Risk Insurance Act of 2002 as amended

### **PROVISIONS**

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA") establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). Act Of Terrorism is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is established by TRIA and is a percentage of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA). Through 2020, that percentage is established by TRIA as follows:

85% with respect to such Insured Losses occurring in calendar year 2015.

84% with respect to such Insured Losses occurring in calendar year 2016.

83% with respect to such Insured Losses occurring in calendar year 2017.

82% with respect to such Insured Losses occurring in calendar year 2018.

81% with respect to such Insured Losses occurring in calendar year 2019.

80% with respect to such Insured Losses occurring in calendar year 2020.

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds \$100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed \$100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is included in the premium for such coverage. The charge for such Insured Losses that has been included for each such coverage is indicated below, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA.

• 1% of each applicable Commercial Liability Coverage premium.

# DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

#### SCHEDULE

CANCELLATION: Number of Days Notice of Cancellation: 30

### PERSON OR ORGANIZATION:

Any person or organization to whom you have agreed in a written contract that notice of cancellation of this policy will be given, but only if:

- 1. You send us a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured receives notice from us of the cancellation of this policy; and
- 2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this endorsement.

#### ADDRESS:

The address for that person or organization included in such written request from you to us.

### **PROVISIONS:**

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

# AMENDMENT OF COMMON POLICY CONDITIONS – PROHIBITED COVERAGE – UNLICENSED INSURANCE AND TRADE OR ECONOMIC SANCTIONS

This endorsement modifies insurance provided under the following:

ALL COVERAGES INCLUDED IN THIS POLICY

The following is added to the Common Policy Conditions:

### **Prohibited Coverage – Unlicensed Insurance**

- With respect to loss sustained by any insured, or loss to any property, located in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
- 2. We do not assume responsibility for:
  - a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or

b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

## Prohibited Coverage – Trade Or Economic Sanctions

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

- Any trade or economic sanction under any law or regulation of the United States of America; or
- **2.** Any other applicable trade or economic sanction, prohibition or restriction.

### CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

**BOILER AND MACHINERY COVERAGE PART** 

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

COMMERCIAL GENERAL LIABILITY COVERAGE PART

COMMERCIAL INLAND MARINE COVERAGE PART

COMMERCIAL PROPERTY COVERAGE PART

CYBERFIRST ESSENTIALS LIABILITY COVERAGE PART

CYBERFIRST LIABILITY COVERAGE

DELUXE PROPERTY COVERAGE PART

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART

EMPLOYMENT PRACTICES LIABILITY\* WITH IDENTITY FRAUD EXPENSE REIMBURSEMENT COVERAGE PART

**ENVIRONMENTAL HAZARD POLICY** 

**EQUIPMENT BREAKDOWN COVERAGE PART** 

EXCESS (FOLLOWING FORM) LIABILITY INSURANCE

LAW ENFORCEMENT LIABILITY COVERAGE PART

LIMITED ABOVE GROUND POLLUTION LIABILITY COVERAGE PART

LIQUOR LIABILITY COVERAGE PART

MEDFIRST PRODUCTS/COMPLETED OPERATIONS, ERRORS AND OMISSIONS, AND

INFORMATION SECURITY LIABILITY COVERAGE FORM

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE PART

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF TRANSPORTATION

TRIBAL BUSINESS MANAGEMENT LIABILITY COVERAGE PART

Any other Coverage Part or Coverage Form included in this policy that is subject to the federal Terrorism Risk Insurance Act of 2002 as amended

The following is added to this policy. This provision can limit coverage for any loss arising out of a "certified act of terrorism" if such loss is otherwise covered by this policy. This provision does not apply if and to the extent that coverage for the loss is excluded or limited by an exclusion or other coverage limitation for losses arising out of "certified acts of terrorism" in another endorsement to this policy.

If aggregate insured losses attributable to "certified acts of terrorism" exceed \$100 billion in a calendar year and we have met our insurer deductible under "TRIA", we will 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 "TRIA", to be an act of terrorism pursuant to "TRIA". The criteria contained in "TRIA" for a "certified act of terrorism" include the following:

- The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to "TRIA"; 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.

"TRIA" means the federal Terrorism Risk Insurance Act of 2002 as amended.

# NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

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

- **1.** The insurance does not apply:
  - **A.** Under any Liability Coverage, to "bodily injury" or "property damage":
    - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
    - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
  - **B.** Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
  - **C.** Under any Liability Coverage, to "bodily injury" or "property damage" resulting from

"hazardous properties" of "nuclear material", if:

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

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

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

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

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor". "Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";
- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time

- the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- **(d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

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

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

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

# MISSOURI 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

MEDICAL PROFESSIONAL LIABILITY COVERAGE PART

POLLUTION LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. When this endorsement is attached to the Standard Property Policy CP 00 99, the term Commercial Property Coverage Part in this endorsement also refers to the Standard Property Policy.
- B. With respect to the:

Commercial General Liability Coverage Part

Commercial Property – Legal Liability Coverage Form **CP 00 40** 

Commercial Property – Mortgageholders Errors And Omissions Coverage Form **CP 00 70** 

Crime And Fidelity Coverage Part

Employment-Related Practices Liability Coverage Part

Equipment Breakdown Coverage Part

Farm Liability Coverage Form

Liquor Liability Coverage Part

Pollution Liability Coverage Part

Products/Completed Operations Liability Coverage Part

Medical Professional Liability Coverage Part;

the following **Cancellation** and **Nonrenewal** Provisions apply:

Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the actual reason for cancellation, at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- **b.** 30 days before the effective date of cancellation if cancellation is for one or more of the following reasons:
  - (1) Fraud or material misrepresentation affecting this policy or a claim filed under this policy or a violation of any of the terms or conditions of this policy:
  - (2) Changes in conditions after the effective date of this policy which have materially increased the risk assumed:
  - (3) We become insolvent; or
  - **(4)** We involuntarily lose reinsurance for this policy;
- **c.** 60 days before the effective date of cancellation if we cancel for any other reason.

### **Nonrenewal**

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

a. We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the actual reason for nonrenewal, at least 60 days prior to the effective date of the nonrenewal. **b.** If notice is mailed, proof of mailing will be sufficient proof of notice.

### C. With respect to the:

Capital Assets Program (Output Policy) Coverage Part

Commercial Inland Marine Coverage Part

Commercial Property Coverage Part

Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions Coverage Form

Farm - Livestock Coverage Form

Farm – Mobile Agricultural Machinery And Equipment Coverage Form;

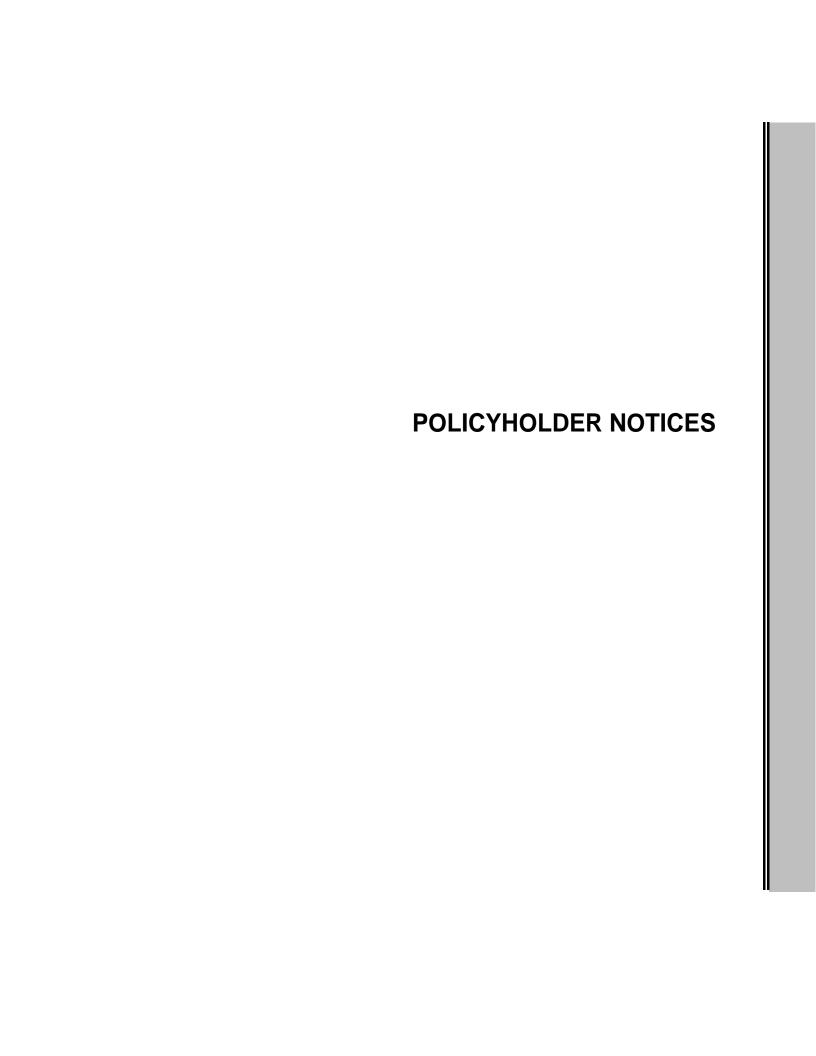
Paragraphs 1., 2., 3., 4. and 6. of the Cancellation Common Policy Condition are replaced by the following:

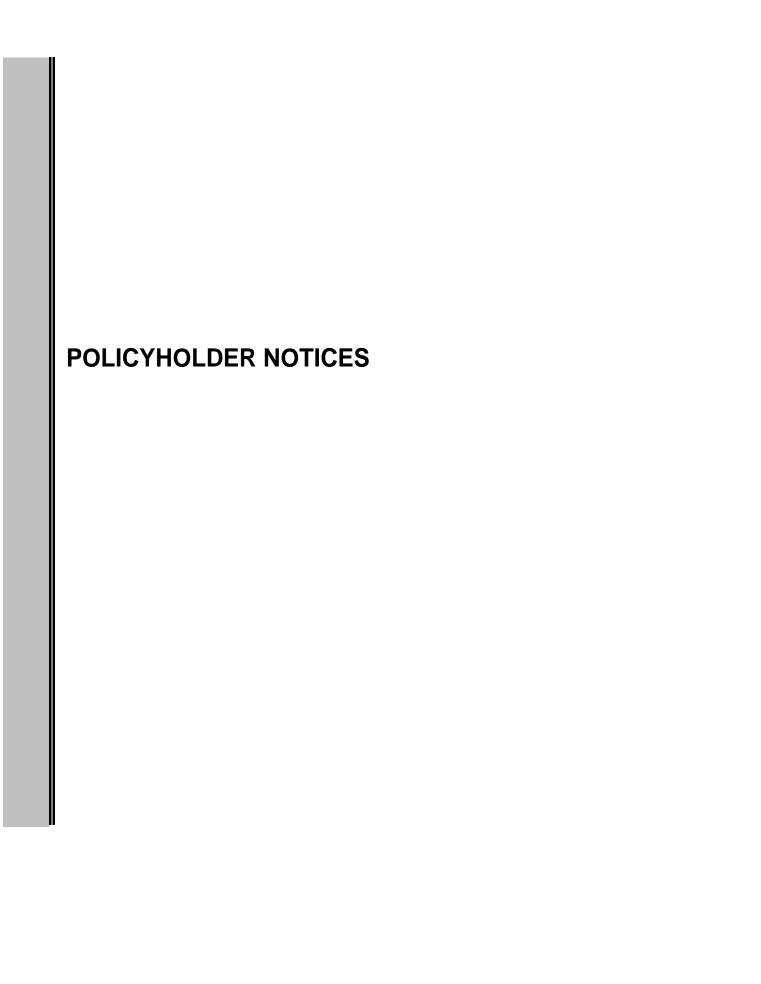
## Cancellation, Nonrenewal And Decreases In Coverage

- The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- We may cancel, nonrenew, reduce in amount or adversely modify this policy by mailing or delivering to the first Named Insured written notice of this action at least:
  - **a.** 10 days before the effective date of this action if due to nonpayment of premium or evidence of incendiarism; or
  - **b.** 30 days before the effective date of this action if for any other reason.
- We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- 4. Notice of:
  - **a.** Cancellation will state the effective date of cancellation. The policy period will end on that date.
  - **b.** Any other action will state the effective date of that action.
- **6.** If notice is mailed, proof of mailing will be sufficient proof of notice.

- D. With respect to all Coverage Parts addressed in this endorsement, Paragraph 5. of the Cancellation Common Policy Condition is replaced by the following:
  - 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium:
    - **a.** We will compute return premium pro rata and round to the next higher whole dollar when this policy is:
      - (1) Cancelled by us or at our request;
      - (2) Cancelled because you no longer have a financial or insurable interest in the property or business operation that is the subject of this insurance;
      - (3) Cancelled but rewritten with us or in our company group; or
      - (4) Cancelled after the first year, if it is a prepaid policy written for a term of more than one year.
    - **b.** When this policy is cancelled at the request of the first Named Insured (except when Paragraph **a.(2)**, **a.(3)** or **a.(4)** applies), we will return 90% of the pro rata unearned premium (or 75% of the pro rata unearned premium for the Equipment Breakdown Coverage Part), rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multiyear prepaid policy, we will return the full annual premium for the subsequent years.

The refund will be less than 90% of the pro rata unearned premium (or less than 75% of the pro rata unearned premium for the Equipment Breakdown Coverage Part) if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.





## IMPORTANT NOTICE – INDEPENDENT AGENT AND BROKER COMPENSATION

NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT AMEND ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR ENTIRE POLICY CAREFULLY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES UNDER YOUR POLICY. PLEASE CONTACT YOUR AGENT OR BROKER IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR ITS CONTENTS. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF YOUR POLICY PREVAIL.

For information about how Travelers compensates independent agents and brokers, please visit www.travelers.com, call our toll-free telephone number 1-866-904-8348, or request a written copy from Marketing at One Tower Square, 2GSA, Hartford, CT 06183.

PN T4 54 01 08 Page 1 of 1

### **IMPORTANT NOTICE - CONTACT INFORMATION - MISSOURI**

NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT AMEND ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR ENTIRE POLICY CAREFULLY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES UNDER YOUR POLICY. PLEASE CONTACT YOUR AGENT OR BROKER IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR ITS CONTENTS. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF YOUR POLICY PREVAIL.

Questions regarding your policy or coverage should be directed to your agent or us at:

Travelers
One Tower Square
Hartford, CT 06183
(800) 328-2189
Travelers.com

PN T2 04 05 10 Page 1 of 1

POLICY OVERPRINT PAGE 1 OF 1

POLICY NUMBER: TC2J-GLSA-415J5114-TIL-19

RATER: LLAO ISSUE DATE: 08/22/19

EFFECTIVE DATE: 08/01/19 EXPIRATION DATE: 08/01/20

INSUREDS NAME: KANSAS CITY SOUTHERN

NEW/RENEWAL: R PAYMODE: X

SOLICITOR CODE: AUDIT FREQUENCY: A

SAI: 5460F2009 RESPONSIBILITY: S

MSI: WATCH FILE: 0

RATING MODE: G SURVEY CODE: 2

SPECIAL CODE: C2 REINSURANCE: N

PROGRAM CODE: AUTO FILINGS:

FEDERAL TAX ID:

OFFICE: KANSAS CITY 095

PRODUCER NAME: LOCKTON COMPANIES LLC NA287