

EMPLOYERS MUTUAL CASUALTY COMPANY

PRIOR POLICY: 4D7-09-38

## G E N E R A L   L I A B I L I T Y   D E C L A R A T I O N S

POLICY PERIOD: FROM 04/09/14 TO 04/09/15

\*-----\*  
\* POLICY NUMBER \*  
\* 4 D 7 - 0 9 - 3 8 ---15 \*  
\*-----\*

N A M E D   I N S U R E D :

P R O D U C E R :

ELK RIDGE HOMEOWNERS  
ASSOCIATION  
C/O DIAL COMPANIES  
11506 NICHOLAS ST STE 100  
OMAHA NE 68154-4421LOCKTON COMPANIES, LLC  
1015 N 98TH ST STE 101  
OMAHA NE 68114-2357AGENT: AB 8210  
AGENT PHONE: 402-970-6100  
JACK H. STRUYK JR

AGENCY BILL

INSURED IS: CORPORATION

BUSINESS DESC: HOMEOWNERS ASSOCIATION

## L I M I T S   O F   I N S U R A N C E

EACH OCCURRENCE LIMIT	\$	1,000,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$	100,000 ANY ONE PREMISES
MEDICAL EXPENSE LIMIT	\$	5,000 ANY ONE PERSON
PERSONAL AND ADVERTISING INJURY LIMIT	\$	1,000,000 ANY ONE PERSON OR ORGANIZATION
GENERAL AGGREGATE LIMIT	\$	2,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$	2,000,000

## C O V E R A G E S   P R O V I D E D

## P R E M I U M

OTHER THAN PRODUCTS/COMPLETED OPERATIONS	\$	585.00
TOTAL ESTIMATED POLICY PREMIUM	\$	585.00

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

## FORMS APPLICABLE:

CG0001(04/13)\*, CG2011(04/13)\*, CG2017(10/93)\*, CG2147(12/07)\*,  
CG2150(04/13)\*, CG2167(12/04)\*, CG2170(01/08)\*, CG2176(01/08)\*,  
CG7001A(10/12)\*, CG7003(10/13)\*, CG7191(01/13)\*, CG7584(10/08)\*,  
CG7644(02/09)\*, CG8081(04/06)\*, CG8254(12/13)\*, IL0021(05/02)\*,  
IL0259(09/07)\*, IL7028(10/05)\*, IL7131A(04/01)\*, IL8383.5(01/08)\*,  
IL8384A(01/08)\*, IL8576(09/09)\*

DATE OF ISSUE: 05/06/14 BPP

FORM CG7000A ED. 08-99 BPP 03/11/14 003 B8 4D70938 1501

EMPLOYERS MUTUAL CASUALTY COMPANY

POLICY NUMBER: 4D7-09-38---15

ELK RIDGE HOMEOWNERS

EFF DATE: 04/09/14

EXP DATE: 04/09/15

GENERAL LIABILITY POLICY  
DECLARATIONS

## =====

## ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
*CG0001	04-13	COMMERCIAL GEN LIABILITY COV FORM	
*CG2011	04-13	AI-MANAGERS OR LESSORS OF PREMISES NAME: DIAL REALTY CORP.	
*CG2017	10-93	AI-TOWNHOUSE ASSOCIATIONS	
*CG2147	12-07	EXCL-EMPLOYMENT RELATED PRACTICES	
*CG2150	04-13	AMENDMENT/LIQUOR LIABILITY EXCLUSION	
*CG2167	12-04	FUNGI OR BACTERIA EXCLUSION	
*CG2170	01-08	CAP/LOSSES FROM CERT ACTS/TERRORISM	
*CG2176	01-08	EXCL PUNITIVE DMGS ACTS OF TERRORISM	
*CG7001A	10-12	GENERAL LIABILITY SCHEDULE	
*CG7003	10-13	GL QUICK REFERENCE (OCCURRENCE)	
*CG7191	01-13	COMM'L GENERAL LIABILITY AMENDMENT	
*CG7584	10-08	MOBILE EQUIPMENT/AUTO AMENDMENT	
*CG7644	02-09	CONTRACTORS OCCURRENCE DEFINITION	
*CG8081	04-06	FUNGI/BACTERIA NOTICE TO POLICYHOLDR	
*CG8254	12-13	ADVISORY NOTICE TO POLICYHOLDERS	
*IL0021	05-02	NUCLEAR ENERGY LIAB EXCL/BROAD FORM	
*IL0259	09-07	NE CHANGES - CANCELLATION/NONRENEWAL	
*IL7028	10-05	ASBESTOS EXCLUSION	
*IL7131A	04-01	COMM'L POLICY ENDORSEMENT SCHEDULE	
*IL8383.5	01-08	DISCL PURSUANT TERRSM RISK INS. ACT PREMIUM THROUGH 12/31/14 PREMIUM BEYOND 12/31/14	\$ 4 \$ 1
*IL8384A	01-08	TERRORISM NOTICE	
*IL8576	09-09	MEDICARE IMPT NOTICE TO POLICYHOLDER	

DATE OF ISSUE: 05/06/14

FORM: IL7131A (ED. 04-01)

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EMPLOYERS MUTUAL CASUALTY COMPANY  
ELK RIDGE HOMEOWNERS

POLICY NUMBER: 4D7-09-38---15  
EFF DATE: 04/09/14 EXP DATE: 04/09/15

T E R R O R I S M N O T I C E

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

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

YOU MAY HAVE THE OPTION TO REJECT THIS TERRORISM COVERAGE

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For additional information, please contact your agent

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FORM: IL8384A (01-08)

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4D70938 1501

EMPLOYERS MUTUAL CASUALTY COMPANY  
ELK RIDGE HOMEOWNERS

POLICY NUMBER: 4D7-09-38---15  
EFF DATE: 04/09/14 EXP DATE: 04/09/15

This disclosure is attached to your policy in response to the disclosure requirements of the Terrorism Risk Insurance Act. This disclosure does not grant any coverage or change the terms and conditions of any coverage under the policy.

DISCLOSURE PURSUANT TO  
TERRORISM RISK INSURANCE ACT

SCHEDULE

Terrorism Premium (Certified Acts)

- |  |        |
|--|--------|
| A. Premium through end of year 12/31/14    | \$4.00 |
| B. Premium beyond the date specified above | \$1.00 |
| (Refer to paragraph D. below)              |        |

A. DISCLOSURE OF PREMIUM:

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

B. DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES:

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. CAP ON INSURER PARTICIPATION IN PAYMENT OF TERRORISM LOSSES:

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

D. PREMIUM BEYOND THE YEAR SPECIFIED IN THE SCHEDULE ABOVE:

The premium for certified acts of terrorism coverage is calculated based in part on the federal participation in payment of terrorism losses as set forth in the Terrorism Risk Insurance Act. The federal program established by the Act is scheduled to terminate at the end of the year specified in the Schedule of this endorsement, unless extended by the federal government. If the federal program is extended, the premium shown in (B) in the Schedule shall be attributable to coverage for terrorism acts certified under the act. If the Federal program terminates, your policy will still contain coverage for acts of terrorism unless you have elected to exclude the coverage. The premium shown in (B) of the schedule shall be attributable to that coverage for terrorism.

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DATE OF ISSUE: 05/06/14

(continued)

EMPLOYERS MUTUAL CASUALTY COMPANY  
ELK RIDGE HOMEOWNERSPOLICY NUMBER: 4D7-09-38---15  
EFF DATE: 04/09/14 EXP DATE: 04/09/15

This disclosure is attached to your policy in response to the disclosure requirements of the Terrorism Risk Insurance Act. This disclosure does not grant any coverage or change the terms and conditions of any coverage under the policy.

D I S C L O S U R E   P U R S U A N T   T O  
T E R R O R I S M   R I S K   I N S U R A N C E   A C T

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THE FOLLOWING STATEMENT IS REQUIRED TO BE PART OF THE DISCLOSURE NOTICE IN MISSOURI:

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

Read your policy and endorsements carefully.

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DATE OF ISSUE: 05/06/14

EMPLOYERS MUTUAL CASUALTY COMPANY  
ELK RIDGE HOMEOWNERS

EFF DATE: 04/09/14

POLICY NO: 4D7-09-38---15

EXP DATE: 04/09/15

## G E N E R A L L I A B I L I T Y S C H E D U L E

CODE NO./EXPOSURE/CLASSIFICATION	! PRODUCTS/COMPL OPS !			ALL OTHER		
	! RATE	! ADVANCE	! PREM	! RATE	! ADVANCE	! PREM
LOCATION 001	!	!	!	!		
68500	!	!	!	8.275!	\$	530
TOWNHOUSES OR SIMILAR ASSOCIATIONS	!	!	!	!		
(ASSOCIATION RISK ONLY) (4)	!	!	!	!		
PREMIUM BASIS:	!	!	!	!		
EACH UNIT	!	!	!	!		
EXPOSURE: 64	!	!	!	!		
(SUBLINE /334)	!	!	!	!		
ADDITIONAL INTEREST ( 1-334)	!	!	!	!		50
DIAL REALTY CORP.	!	!	!	!		
MANAGERS OR LESSORS OF PREMISES	!	!	!	!		
CG2011	!	!	!	!		
87830	!	!	!	!	\$	0
CONTRACTORS OCCURRENCE DEFINITION	!	!	!	!		
PREMIUM BASIS:	!	!	!	!		
FLAT CHARG	!	!	!	!		
EXPOSURE: 1	!	!	!	!		
(SUBLINE /334)	!	!	!	!		
PREMIUM FOR CERTIFIED ACTS OF TERRORISM \$						5.00
TOTAL ESTIMATED POLICY PREMIUM \$						585.00

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

LOCATION OF ALL PREMISES OWNED, RENTED OR OCCUPIED:

RATED LOCATIONS:

LOC 001 N 192ND ST AT BLONDO ST  
ELKHORN, NE 68022

DATE OF ISSUE: 05/06/14 BPP

FORM CG7001A ED.10-12 BPP 03/11/14 003 B8 4D70938 1501



EMPLOYERS MUTUAL CASUALTY COMPANY  
ELK RIDGE HOMEOWNERS

POLICY NO: 4D7-09-38--15  
TRANSACTION: RENEWAL-01  
PRIOR POL: 4D7-09-38

## TRANSACTION INFORMATION

POLICY TERM: 04/09/2014 TO 04/09/2015  
ACCOUNT NAME: ELK RIDGE HOMEOWNERS  
ACCOUNT MAILING STATE: NE  
FINANCING: N  
AUDIT FREQUENCY: N  
SIC: 8641  
ACCOUNT ORIGINAL EFF DATE: 04/09/2009

TRANS DATE: 04/09/2014  
CO/BR/AGENT: A/B/8210  
PROGRAM:  
BILLING METHOD: A  
PROFIT SHARE: Y

TYPE OF POLICY: MONOLINE (10)

TRANS PREMIUM: 585.00

POLICY ID: BA                      COMMISSION: 15.0%

PREMIUM:	585.00
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ACCOUNT DOMICILE STATE: NE

DATE OF ISSUE: 05/06/14 BPP

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# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

## SECTION I – COVERAGES

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

#### 1. Insuring Agreement

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

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

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

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

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

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

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

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

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

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

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



## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

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

### b. Contractual Liability

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

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

### c. Liquor Liability

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

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

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

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

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

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

### d. Workers' Compensation And Similar Laws

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

### e. Employer's Liability

"Bodily injury" to:

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

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

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

**f. Pollution**

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

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

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

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

**g. Aircraft, Auto Or Watercraft**

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

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

This exclusion does not apply to:

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

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

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

**h. Mobile Equipment**

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

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

**i. War**

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

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

**j. Damage To Property**

"Property damage" to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

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

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

### **2. Exclusions**

This insurance does not apply to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**k. Electronic Chatrooms Or Bulletin Boards**

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

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

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

**m. Pollution**

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

**n. Pollution-related**

Any loss, cost or expense arising out of any:

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

**o. War**

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

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

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

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

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

## **COVERAGE C – MEDICAL PAYMENTS**

### **1. Insuring Agreement**

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

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

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

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

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

### **2. Exclusions**

We will not pay expenses for "bodily injury":

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

To any insured, except "volunteer workers".

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

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

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

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

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

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

### **e. Athletics Activities**

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

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

Included within the "products-completed operations hazard".

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

Excluded under Coverage A.

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

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

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

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

These payments will not reduce the limits of insurance.

- 2.** If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
  - a.** The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b.** This insurance applies to such liability assumed by the insured;
  - c.** The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
  - d.** The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
  - e.** The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
  - f.** The indemnitee:
    - (1)** Agrees in writing to:
      - (a)** Cooperate with us in the investigation, settlement or defense of the "suit";
      - (b)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
      - (c)** Notify any other insurer whose coverage is available to the indemnitee; and
      - (d)** Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
    - (2)** Provides us with written authorization to:
      - (a)** Obtain records and other information related to the "suit"; and
      - (b)** Conduct and control the defense of the indemnitee in such "suit".

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

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

## **SECTION II – WHO IS AN INSURED**

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



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

### SECTION III – LIMITS OF INSURANCE

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

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

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

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

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

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

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

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

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

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

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

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

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

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

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

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

#### 4. Other Insurance

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

##### a. Primary Insurance

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

##### b. Excess Insurance

(1) This insurance is excess over:

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

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

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

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

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

##### c. Method Of Sharing

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

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

#### 5. Premium Audit

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

#### 6. Representations

By accepting this policy, you agree:

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

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

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

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

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

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

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

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

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

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

### **SECTION V – DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**21.** "Your product":

**a.** Means:

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

**b.** Includes:

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

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

**22.** "Your work":

**a.** Means:

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

**b.** Includes:

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

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

## ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

<b>Designation Of Premises (Part Leased To You):</b>
<b>Name Of Person(s) Or Organization(s) (Additional Insured):</b>
<b>Additional Premium:</b> \$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

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

However:

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

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

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

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

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

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



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

## **ADDITIONAL INSURED – TOWNHOUSE ASSOCIATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

WHO IS AN INSURED (Section II) is amended to include each individual townhouse owner, but only with respect to liability as a member of the townhouse association and not with respect to any liability arising out of the ownership, maintenance, use or repair of the real property to which the owner has title.

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

## **EMPLOYMENT-RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

"Bodily injury" to:

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

This exclusion applies:

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

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

This insurance does not apply to:

"Personal and advertising injury" to:

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

This exclusion applies:

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

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

## **AMENDMENT OF LIQUOR LIABILITY EXCLUSION**

This endorsement modifies insurance provided under the following:

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

The following replaces Exclusion c. under Paragraph  
**2. Exclusions of Section I – Coverage A – Bodily  
Injury And Property Damage Liability:**

#### **2. Exclusions**

This insurance does not apply to:

##### **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 even if the claims  
against any insured allege negligence or other  
wrongdoing in:

- (a)** The supervision, hiring, employment,  
training or monitoring of others by that  
insured; or

- (b)** Providing or failing to provide  
transportation with respect to any  
person that may be under the influence  
of alcohol;

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

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

## **FUNGI OR BACTERIA EXCLUSION**

This endorsement modifies insurance provided under the following:

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

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

**2. Exclusions**

This insurance does not apply to:

**Fungi Or Bacteria**

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

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

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

**2. Exclusions**

This insurance does not apply to:

**Fungi Or Bacteria**

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

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

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

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

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

This endorsement modifies insurance provided under the following:

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

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

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

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

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

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

This endorsement modifies insurance provided under the following:

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

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

This insurance does not apply to:

**TERRORISM PUNITIVE DAMAGES**

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

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

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

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

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

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

**DECLARATIONS PAGES**

Named Insured And Mailing Address  
Policy Period  
Description Of Business And Location  
Coverages And Limits Of Insurance

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on Page**

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**COMMON POLICY CONDITIONS**

Cancellation  
Changes  
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Transfer Of Your Rights And Duties Under This Policy

**ENDORSEMENTS (If Any)**

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

## **COMMERCIAL GENERAL LIABILITY AMENDMENT**

This endorsement modifies insurance provided under the following:

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

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

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

1. In paragraph 3.a. of **Section II – Who is an Insured**, **90th Day** is changed to **180th day**.
2. This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

#### **B. SUBSIDIARIES AS INSUREDS**

**Section II – Who Is An Insured** is amended by adding the following:

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

#### **C. SUPPLEMENTARY PAYMENTS**

**Supplementary Payments – Coverages A and B** Paragraphs 1.b. and 1.d. are replaced by the following:

- 1.b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- 1.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 \$350 a day because of time off from work.

#### **D. MEDICAL PAYMENTS**

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

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

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

The word **fire** is changed to **fire, lightning or explosion** wherever it appears in the Coverage Form. This amended wording does not apply to "hostile fire".

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

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

#### **F. NON-OWNED WATERCRAFT**

Paragraph **g.(2)** of **Section I – Coverage A – Exclusions** is changed to read:

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry person(s) or property for a charge;

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

With respect to **Section I – Coverage A – Exclusions**, paragraphs **j.(3)**, **j.(4)**, **j.(6)** and **k.** do not apply to the use of elevators.

The insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured, and the Other Insurance Condition is changed accordingly.

#### **H. MENTAL ANGUISH**

**Section V – Definition 3.** is replaced by the following:

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



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

**Section IV – Commercial General Liability Condition** paragraph 2. is amended by the following provision:

1. The requirement in **Condition 2.a.** that 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, applies only when the “occurrence” or offense is known to:
  - a. You, if you are an individual or a limited liability company;
  - b. A partner, if you are a partnership;
  - c. A manager, if you are a limited liability company;
  - d. An “executive officer” or insurance manager, if you are a corporation; or
  - e. A trustee, if you are a trust.
2. The requirement in **Condition 2.b.** that you must see to it that we receive notice of a claim or “suit” as soon as practicable will not be considered breached unless the breach occurs after such claim or “suit” is known to:
  - a. You, if you are an individual or a limited liability company;
  - b. A partner, if you are a partnership;
  - c. A manager, if you are a limited liability company;
  - d. An “executive officer” or insurance manager, if you are a corporation; or
  - e. A trustee, if you are a trust.

**J. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES**

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

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

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

**K. LIBERALIZATION**

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

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

## **MOBILE EQUIPMENT/AUTO AMENDMENT**

This endorsement modifies insurance provided under the following:

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

**A. Exclusion g. of Section I – Coverage A – Bodily Injury and Property Damage Liability** is replaced by the following:

**g. Aircraft, Auto or Watercraft**

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

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

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an “auto” on, or on the ways next to, premises you own or rent, provided the “auto” is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any “insured contract” for the ownership, maintenance, or use of aircraft or watercraft; or
- (5) “Bodily injury” or “property damage” arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of “mobile equipment”.

**B. SECTION II – WHO IS AN INSURED** is amended to add the following as Paragraph 4.:

4. With respect to “mobile equipment” registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the

operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. “Bodily injury” to a co-“employee” of the person driving the equipment; or
- b. “Property damage” to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**C. Paragraph 2. of SECTION V – DEFINITIONS** is replaced by the following:

2. “Auto” means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But “auto” does not include “mobile equipment”.

**D. Paragraph 12. of SECTION V – DEFINITIONS** is replaced by the following:

12. “Mobile equipment” means any of the following types of land vehicles, including any attached machinery or equipment.
  - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b. Vehicles maintained for use solely on or next to premises you own or rent;
  - c. Vehicles that travel on crawler treads;
  - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - (1) Power cranes, shovels, loaders, diggers or drills; or
    - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

- (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

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

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;

- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

- E. Paragraph **4.** of **Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended by the addition of the following:

Any coverage afforded to you under this Coverage Form will be excess over any other valid and collectible Automobile insurance purchased by you for "mobile equipment", whether that coverage is excess, contingent or on any other basis, and any other valid and collectible umbrella liability insurance purchased by you.

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

## **CONTRACTORS OCCURRENCE DEFINITION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

## **FUNGI OR BACTERIA EXCLUSION NOTICE TO POLICYHOLDERS**

### **RESTRICTIONS AND CLARIFICATIONS OF COVERAGE**

NO COVERAGE IS PROVIDED BY THIS POLICYHOLDER NOTICE NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISIONS OF YOUR POLICY. YOU SHOULD READ YOUR POLICY, ALL ATTACHED ENDORSEMENTS AND THE DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGE YOU ARE PROVIDED. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS NOTICE, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

THIS NOTICE HAS BEEN PREPARED IN CONJUNCTION WITH THE IMPLEMENTATION OF CHANGES TO YOUR POLICY. THIS NOTICE PROVIDES INFORMATION CONCERNING FUNGI OR BACTERIA EXCLUSIONS AND YOUR POLICY. **PLEASE READ THIS NOTICE CAREFULLY.**

**Please contact your agent to discuss any questions. Your right to cancel remains unchanged.**

#### **CG2167 – Fungi or Bacteria Exclusion (Commercial General Liability Coverage Part)**

When this endorsement is attached to your policy:

- coverage is restricted to exclude bodily injury or property damage arising, directly or indirectly, out of any fungi, including but not limited to, mold or bacteria on or in a building or structure.
- coverage is clarified to exclude personal and advertising injury (or personal injury or advertising injury if defined as such in your policy) arising, directly or indirectly, out of any fungi, including but not limited to, mold or bacteria on or in a building or structure. This exclusion applies whether or not any other cause, event, material or product contributed in any sequence to the injury.
- coverage is restricted to exclude clean-up costs associated with fungi or bacteria.

The exclusion does not apply to fungi or bacteria intended for bodily consumption, such as mushrooms.

#### **CG3131 – Fungi or Bacteria Exclusion (Owners and Contractors Protective Liability Coverage Part and Products/Completed Operations Coverage Part)**

When this endorsement is attached to your policy:

- coverage is restricted to exclude bodily injury or property damage arising, directly or indirectly, out of any fungi, including but not limited to mold, or bacteria on or in a building or structure. This exclusion applies whether or not any other cause, event, material or product contributed in any sequence to the injury or damage.
- coverage is restricted to exclude clean-up costs associated with fungi or bacteria.

The exclusion does not apply to fungi or bacteria intended for bodily consumption, such as mushrooms.

## 2012/2013 GENERAL LIABILITY MULTISTATE FORMS REVISION ADVISORY NOTICE TO POLICYHOLDERS

This is a summary of the major changes to your policy. No coverage is provided by this summary nor can it be construed to replace any provision of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, **THE PROVISIONS OF THIS POLICY SHALL PREVAIL.**

The major areas within the policy that broaden or reduce coverage, and other changes, are highlighted below. This notice does not reference every editorial change made in your policy. We have followed the policy sequence of provisions in setting out this material. Please contact your agent to discuss any questions. **Your right to cancel remains unchanged.**

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

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#### I. EXCLUSIONS

##### A. BROADENING OF COVERAGE

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

##### B. OTHER CHANGES

1. Coverage **A** - Exclusion **2.c.** (Liquor Liability) is revised to reinforce that the exclusion applies even if claims against an insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others, or providing or failing to provide transportation with respect to any person that may be under the influence of alcohol.
2. Coverage **A** - Exclusion **2.g.** (Aircraft, Auto Or Watercraft) is revised to delete reference to "in the state".
3. Coverage **A** - Exclusion **2.q.** and Coverage **B** - Exclusion **2.p.** (Recording And Distribution Of Material Or Information In Violation Of Law) were previously added to your policy via mandatory endorsement. The endorsement contained an exclusion addressing injury or damage arising out of any action or omission that violates or is alleged to violate certain statutes, ordinances and regulations. This exclusion has been incorporated directly into your policy.
4. Coverage **B** - Exclusions **2.b.** and **2.c.** (Material Published With Knowledge Of Falsity and Material Published Prior To Policy Period) are revised to reference "in any manner", with respect to oral or written publication, for consistency with the definition of personal and advertising injury.

#### II. CONDITIONS

##### OTHER CHANGES

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

#### III. DEFINITIONS

##### OTHER CHANGES

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

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**OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM -  
COVERAGE FOR OPERATIONS OF DESIGNATED CONTRACTOR  
CG 00 09 04 13**

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**I. EXCLUSIONS**

**BROADENING OF COVERAGE**

Exclusion 2.I. (Electronic Data) is revised to introduce an exception for liability for damages because of bodily injury.

**II. DEFINITIONS**

**OTHER CHANGES**

1. Definition 1. (Auto) is revised to delete reference to "in the state" with respect to where a vehicle is licensed or principally garaged.
2. Definition 10. (Mobile Equipment) is revised to delete reference to "in the state" with respect to where a vehicle is licensed or principally garaged.

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**LIQUOR LIABILITY COVERAGE FORMS  
CG 00 33 04 13 AND CG 00 34 04 13**

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**WHO IS AN INSURED**

**BROADENING OF COVERAGE**

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

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**RAILROAD PROTECTIVE LIABILITY COVERAGE FORM  
CG 00 35 04 13**

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**EXCLUSIONS**

**BROADENING OF COVERAGE**

Exclusion 2.f.(3)(a) (Pollution) is amended to expand the exception to the exclusion with respect to bodily injury or property damage arising out of fuel or lubricants for equipment used at the job location not just when they escape from such equipment.

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**PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM  
CG 00 37 04 13 AND CG 00 38 04 13**

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**I. EXCLUSIONS**

**BROADENING OF COVERAGE**

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

**II. DEFINITIONS**

**OTHER CHANGES**

1. Exclusion 2.c. (Liquor Liability) is revised to reinforce that the exclusion applies even if claims against an insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others, or providing or failing to provide transportation with respect to any person that may be under the influence of alcohol.
2. Definition 1. (Auto) is revised to delete reference to "in the state" with respect to where a vehicle is licensed or principally garaged.

3. Definition **10.** (Mobile Equipment) is revised to delete reference to "in the state" with respect to where a vehicle is licensed or principally garaged.

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**CG 00 39 04 13 - POLLUTION LIABILITY COVERAGE FORM DESIGNATED SITES**

**CG 00 40 04 13 - POLLUTION LIABILITY LIMITED COVERAGE FORM DESIGNATED SITES**

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**I. EXCLUSIONS**

**A. BROADENING OF COVERAGE**

Exclusion **2.p.** (Electronic Data) is revised to introduce an exception for liability for damages because of bodily injury.

**B. OTHER CHANGES**

Exclusion (Aircraft, Auto, Rolling Stock Or Watercraft) is generally revised to reinforce that the 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.

The exclusion is also revised to express that a land motor vehicle subject to compulsory or financial responsibility laws or other motor vehicle insurance laws will not be covered with respect to its over-the-road exposures.

**II. DEFINITIONS**

**OTHER CHANGES**

1. Exclusion **2.j.** (Aircraft, Auto, Rolling Stock Or Watercraft) is revised to delete reference to "in the state". (**CG 00 40** only)
2. Definition **1.** (Auto) is revised to delete reference to "in the state" with respect to where a vehicle is licensed or principally garaged.
3. Definition (Mobile Equipment) is revised to delete reference to "in the state" with respect to where a vehicle is licensed or principally garaged.

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**ISO MULTISTATE ENDORSEMENTS**

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**A. BROADENING OF COVERAGE**

1. Electronic Data Liability Endorsement **CG 04 37** is revised to introduce an exception to the electronic data exclusion in order to provide that the exclusion does not apply to liability for damages because of bodily injury.
2. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Construction Agreement Endorsement **CG 20 38** is introduced to provide additional insured status to those parties whom the named insured is obligated in writing in a contract or agreement to name as an additional insured.
3. Druggists Endorsement **CG 22 69** is revised to introduce an exception for the administering of vaccinations.
4. Liquor Liability - Bring Your Own Alcohol Establishments Endorsement **CG 24 06** is introduced to provide coverage to insureds who permit any person to bring any alcoholic beverage on an insured's premises, for consumption on the insured's premises.

**B. REDUCTIONS OF COVERAGE**

1. Additional Insured - Users of Golfmobiles Endorsement **CG 20 08** is revised to include a definition of the term golfmobile.
2. Liquor Liability Exclusion Endorsements

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

- **CG 21 50** - Amendment Of Liquor Liability Exclusion (for use with Commercial General Liability Coverage Form)
- **CG 21 51** - Amendment Of Liquor Liability Exclusion - Exception For Scheduled Premises Or Activities (for use with Commercial General Liability Coverage Form)
- **CG 29 52** - Amendment Of Liquor Liability Exclusion (for use with Products/Completed Operations Liability Coverage Form)
- **CG 29 53** - Amendment Of Liquor Liability Exclusion - Exception For Scheduled Premises Or Activities (for use with Products/Completed Operations Liability Coverage Form)



3. Total Pollution Exclusion For Designated Products Or Work Endorsement **CG 21 99** is introduced to exclude coverage with respect to bodily injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants which arises out of the product or work scheduled in the endorsement.
4. Amendment Of Personal And Advertising Injury Definition Endorsement **CG 24 13** is introduced to remove from the definition of personal and advertising injury the offense of oral and written publication, in any manner, of material that violates a person's right of privacy.

### C. OTHER CHANGES

1. Limited Product Withdrawal Expense Endorsement **CG 04 36** is revised, in part, to reinforce that the Participation Percentage is indicated in the Schedule and to reflect that the cost of the insured's participation in each product withdrawal will be borne by the named insured when due.
2. Primary And Noncontributory - Other Insurance Condition Endorsement **CG 20 01** is introduced to revise the Other Insurance Condition to indicate that coverage is provided to an additional insured on a primary and noncontributory basis, provided that certain requirements are met.

#### 3. Additional Insured Endorsements

The following additional insured endorsements are revised to indicate that when these endorsements are attached to a policy, if coverage provided to the additional insured is required by contract or agreement, coverage to the additional insured will be afforded to the extent permissible by law and to the extent the named insured is required by the contract or agreement to provide insurance for the additional insured.

Additionally, if coverage provided to the additional insured is required by contract or agreement, the limits of insurance of the named insured's policy that are available to an additional insured will be limited to the extent required by the contract or agreement or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations, whichever is less:

- **CG 20 03** - Additional Insured - Concessionaires Trading Under Your Name
- **CG 20 05** - Additional Insured - Controlling Interest
- **CG 20 07** - Additional Insured - Engineers, Architects Or Surveyors
- **CG 20 10** - Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization
- **CG 20 11** - Additional Insured - Managers Or Lessees Of Premises
- **CG 20 12** - Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations
- **CG 20 13** - Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises
- **CG 20 15** - Additional Insured - Vendors
- **CG 20 18** - Additional Insured - Mortgagee, Assignee Or Receiver
- **CG 20 23** - Additional Insured - Executors, Administrators, Trustees Or Beneficiaries
- **CG 20 24** - Additional Insured - Owners Or Other Interest From Whom Land Has Been Leased
- **CG 20 26** - Additional Insured - Designated Person Or Organization
- **CG 20 27** - Additional Insured - Co-owner Of Insured Premises
- **CG 20 28** - Additional Insured - Lessor Of Leased Equipment
- **CG 20 29** - Additional Insured - Grantor Of Franchise
- **CG 20 30** - Oil Or Gas Operations - Nonoperating, Working Interests
- **CG 20 31** - Additional Insured - Engineers, Architects Or Surveyors
- **CG 20 32** - Additional Insured - Engineers, Architects Or Surveyors Not Engaged By The Named Insured
- **CG 20 33** - Additional Insured - Owners, Lessees Or Contractors - Automatic Status When Required In Construction Agreement With You
- **CG 20 34** - Additional Insured - Lessor Of Leased Equipment - Automatic Status When Required In Lease Agreement With You
- **CG 20 35** - Additional Insured - Grantor Of Licenses - Automatic Status When Required By Licensor
- **CG 20 36** - Additional Insured - Grantor Of Licenses
- **CG 20 37** - Additional Insured - Owners, Lessees Or Contractors - Completed Operations
- **CG 29 35** - Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations

#### 4. Professional Services Endorsements

The following endorsements are revised to expressly address, in part, claims alleging negligence or other wrongdoing in the hiring, employment, training, supervision or monitoring of others by any insured:

- **CG 21 16** - Exclusion - Designated Professional Services
  - **CG 21 52** - Exclusion - Financial Services
  - **CG 21 56** - Exclusion - Funeral Services
  - **CG 21 57** - Exclusion - Counseling Services
  - **CG 21 58** - Exclusion - Professional Veterinarian Services
  - **CG 21 59** - Exclusion - Diagnostic Testing Laboratories
  - **CG 22 24** - Exclusion - Inspection, Appraisal And Survey Companies
  - **CG 22 32** - Exclusion - Professional Services - Blood Banks
  - **CG 22 33** - Exclusion - Testing Or Consulting Errors And Omissions
  - **CG 22 34** - Exclusion - Construction Management Errors And Omissions
  - **CG 22 36** - Exclusion - Products And Professional Services (Druggists)
  - **CG 22 37** - Exclusion - Products And Professional Services (Optical And Hearing Aid Establishments)
  - **CG 22 39** - Exclusion - Camps Or Campgrounds
  - **CG 22 43** - Exclusion - Engineers, Architects or Surveyors Professional Liability
  - **CG 22 44** - Exclusion - Services Furnished By Health Care Providers
  - **CG 22 45** - Exclusion - Specified Therapeutic Or Cosmetic Services
  - **CG 22 48** - Exclusion - Insurance And Related Operations
  - **CG 22 69** - Druggists
  - **CG 22 71** - Colleges Or Schools (Limited Form)
  - **CG 22 72** - Colleges Or Schools
  - **CG 22 75** - Professional Liability Exclusion - Computer Software
  - **CG 22 76** - Professional Liability Exclusion - Health Or Exercise Clubs Or Commercially Operated Health Or Exercise Facilities
  - **CG 22 77** - Professional Liability Exclusion - Computer Data Processing
  - **CG 22 79** - Exclusion - Contractors - Professional Liability
  - **CG 22 80** - Limited Exclusion - Contractors - Professional Liability
  - **CG 22 87** - Exclusion - Adult Day Care Centers
  - **CG 22 88** - Professional Liability Exclusion - Electronic Data Processing Services And Computer Consulting Or Programming Services
  - **CG 22 90** - Professional Liability Exclusion - Spas or Personal Enhancement Facilities
  - **CG 22 91** - Exclusion - Telecommunication Equipment Or Service Providers Errors And Omissions
  - **CG 22 96** - Limited Exclusion - Personal And Advertising Injury - Lawyers
  - **CG 22 98** - Exclusion - Internet Service Providers And Internet Access Providers Errors And Omissions
  - **CG 22 99** - Professional Liability Exclusion - Web Site Designers
  - **CG 23 01** - Exclusion - Real Estate Agents Or Brokers Errors Or Omissions
  - **CG 31 15** - Construction Project Management Protective Liability Coverage
5. Exclusion - Volunteer Workers Endorsement **CG 21 66** is revised to delete reference to "in the state" from Exclusion **2.g.** (Aircraft, Auto Or Watercraft).
  6. Exclusion - Failure To Supply Endorsement **CG 22 50** is revised to expressly state that the exclusion also applies to the failure of any insured to adequately supply biofuel.
  7. Pesticide Or Herbicide Applicator Coverage Endorsement **CG 22 64** and **CG 28 12** and Lawn Care Services Coverage Endorsement **CG 22 93** are revised to reflect a change in titles to Pesticide Or Herbicide Applicator - *Limited Pollution* Coverage and Lawn Care Services - *Limited Pollution* Coverage.
  8. Real Estate Property Managed Endorsement **CG 22 70** is revised to reinforce that the insurance provided is excess over any other insurance available, whether such insurance is primary or excess.

9. Colleges Or Schools Endorsement **CG 22 71** and **CG 22 72** are revised to expressly address, in part, claims alleging negligence or other wrongdoing in the hiring, employment, training, supervision or monitoring of others by any insured.
10. Waiver Of Governmental Immunity Endorsement **CG 24 14** is revised to reference that the endorsement also applies to the Owners And Contractors Protective Liability Coverage Form and the Railroad Protective Liability Coverage Form.
11. Amendment Of Insured Contract Definition Endorsement **CG 24 26** and Limited Contractual Liability - Railroads Endorsement **CG 24 27** are revised to reflect that the defined term insured contract addresses certain liability assumed by the named insured with respect to the tort liability of another party to the extent the assumption of the tort liability is permitted by law.
12. Designated Locations(s) Aggregate Limit Endorsement **CG 25 14** is introduced to make a separate Designated Location Aggregate Limit available for each location of the insured listed in the Schedule of the endorsement.
13. Supplemental Extended Reporting Period Endorsement **CG 27 10** and Supplemental Extended Reporting Period Endorsement For Specific Accidents, Products, Work Or Locations Endorsement **CG 27 11** are revised to amend Condition 4. (Other Insurance) so that the insurance provided is excess over any for which the named insured has been added as an additional insured, whether by endorsement or any other means.
14. Principals Protective Liability Coverage Endorsement **CG 28 07** is revised to delete reference to "in the state" from Exclusion 2.c.(1)(e)(i).

#### 15. Liquor Liability Exclusion Endorsements

The following endorsements are revised to reinforce that the exclusion applies even if claims against an insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others, or providing or failing to provide to transportation with respect to any person that may be under the influence of alcohol:

- **CG 21 50** - Amendment Of Liquor Liability Exclusion (for use with Commercial General Liability Coverage Form)
- **CG 21 51** - Amendment Of Liquor Liability Exclusion - Exception For Scheduled Premises Or Activities (for use with Commercial General Liability Coverage Form)
- **CG 29 52** - Amendment Of Liquor Liability Exclusion (for use with Products/Completed Operations Liability Coverage Form)
- **CG 29 53** - Amendment Of Liquor Liability Exclusion - Exception For Scheduled Premises Or Activities (for use with Products/Completed Operations Liability Coverage Form)

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### ISO STATE SPECIFIC ENDORSEMENTS

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#### A. REDUCTION OF COVERAGE

##### 1. Liquor Liability Exclusion Endorsements

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

- **CG2601** – Washington Changes – Amendment Of Liquor Liability Exclusion
- **CG2602** – Washington Changes – Amendment Of Liquor Liability Exclusion Exception For Scheduled Premises Or Activities
- **CG2962** – Washington Changes – Amendment Of Liquor Liability Exclusion
- **CG2963** – Washington Changes – Amendment Of Liquor Liability Exclusion Exception For Scheduled Premises Or Activities

#### B. OTHER CHANGES

1. Connecticut Employee Benefits Liability Coverage **CG2721** is revised with respects to an insured's right to claim information per Conn. Gen. Stat. §38a-326. Claims information will now be provided no later than 30 days after receipt of a written request from the First Named Insured or the First Named Insured's agent.

##### 2. Limited Product Withdrawal Expense Endorsements (Revised)

The following state specific endorsements are amended as follows:

The reference to "to effect settlement of any claim or 'suit'" in Paragraph **B.3.a.** is deleted since the Insuring Agreement of the endorsement addresses coverage for product withdrawal expense, not claims or suits.

Paragraph **B.3.b.** is also revised to reinforce that the Participation Percentage is indicated in the Schedule of the endorsement, rather than the Declarations. Reference to "loss" is revised to explicitly refer to each "product withdrawal".

Several editorial changes are made to remove the Limits of Insurance from the Schedule and to conform to ISO Uniformity Standards.

- **CG0470** – Missouri Limited Product Withdrawal Expense Endorsement
- **CG0449** – Texas Changes – Limited Product Withdrawal Expense Endorsement

### 3. **Limited Product Withdrawal Expense Endorsements (New)**

The following state specific endorsements are new and are replacing multistate endorsement Limited Product Withdrawal Expense **CG0436**. They include the same changes as stated above under **ISO MULTISTATE ENDORSEMENTS – OTHER CHANGES** – Paragraph 1.

- **CG0462** – Arkansas Limited Product Withdrawal Expense Endorsement
- **CG2727** – Kansas Limited Product Withdrawal Expense Endorsement

In addition, **CG0462** is different from **CG0436** in that it includes a definition of punitive damages as required by Ark. Code. Ann. §23-79-307. **CG2727** is different from **CG0436** in that it includes a Concealment and Fraud provision that more closely reflects the definition of a “fraudulent insurance act” in Kan. Stat. Ann. §40-2, 118(a).

- 4. Arkansas Changes – Punitive Damages **CG3147** is a new, mandatory endorsement and includes a definition of punitive damages as required by Ark. Code Ann. §23-79-307.
- 5. Missouri Changes – Medical Payments **CG2650** has several editorial changes made to reletter paragraphs within the endorsement and to conform with ISO Uniformity Standards.

### 6. **Liquor Liability Exclusion Endorsements**

The following state specific endorsements are revised to reinforce that the exclusion applies even if claims against an insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others, or providing or failing to provide transportation with respect to any person that may be under the influence of alcohol:

- **CG2601** – Washington Changes – Amendment Of Liquor Liability Exclusion
- **CG2602** – Washington Changes – Amendment Of Liquor Liability Exclusion Exception For Scheduled Premises Or Activities
- **CG2962** – Washington Changes – Amendment Of Liquor Liability Exclusion
- **CG2963** – Washington Changes – Amendment Of Liquor Liability Exclusion Exception For Scheduled Premises Or Activities

The following state specific endorsement is new and may replace multistate endorsement Liquor Liability Exclusion – Exception for Scheduled Activities Endorsement **CG2151** on your policy. This exclusion applies even if claims against an insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others, or providing or failing to provide transportation with respect to any person that may be under the influence of alcohol:

- **CG2129** – New Hampshire – Amendment Of Liquor Liability Exclusion – Exception For Scheduled Activities

### 7. **Pesticide or Herbicide Applicator Endorsements**

The following state specific endorsements are revised to reflect a change in titles to include – *Limited Pollution*. This is being done to better reflect the coverage provided by the endorsement.

- **CG0157** – North Carolina Changes – Pesticide Applicator And Dealer Limited Pollution Coverage
- **CG2687** – Ohio Pesticide Applicator – Limited Pollution Coverage
- **CG2616** – Pennsylvania Changes – Pesticide Applicator – Limited Pollution Coverage
- **CG0156** – Texas Changes – Pesticide Or Herbicide Applicator – Limited Pollution Coverage

### 8. **Amendment of Insured Contract Definition Endorsements**

Amendment of Insured Contract Definition Endorsement **CG2426** is revised to reflect that the defined term “insured contract” addresses certain liability assumed by the named insured with respect to the tort liability of another party but only to the extent the assumption of the tort liability is permitted by law. This is a clarification of underwriting intent although some may view it as a reduction in coverage. Due to this revision state specific endorsements are no longer necessary. The following endorsements are being withdrawn and **CG2426** is filed in their place.

- **CG3224** – Colorado Changes – Amendment Of Insured Contract Definition
- **CG3133** – Iowa Changes – Amendment Of Insured Contract Definition
- **CG3260** – Oregon Changes – Amendment Of Insured Contract Definition
- **CG3390** – Texas Changes – Amendment Of Insured Contract Definition

## 9. Limited Contractual Liability – Railroads Endorsements

Limited Contractual Liability – Railroads Endorsement **CG2427** is revised to reflect that the defined term “insured contract” addresses certain liability assumed by the named insured with respect to the tort liability of another party but only to the extent the assumption of the tort liability is permitted by law. Due to this revision state specific endorsements are no longer necessary. The following endorsements are being withdrawn and **CG2427** is filed in their place.

- **CG3154** – Iowa Changes – Limited Contractual Liability – Railroads
- **CG3265** – Oregon Limited Contractual Liability – Railroads

10. Vermont Changes – Pollution **CG0154** is revised to amend the Aircraft, Auto or Watercraft exclusion in the Commercial General Liability Coverage Form to delete reference to “in the state” when referring to where a vehicle is principally garaged.

11. Oklahoma Changes – Additional Insured Engineers Or Architects **CG0158** is revised to indicate that when these endorsements are attached to a policy, if coverage provided to the additional insured is required by contract or agreement, coverage to the additional insured will be afforded to the extent permissible by law and to the extent the named insured is required by the contract or agreement to provide insurance for the additional insured.

Additionally if coverage provided to the additional insured is required by contract or agreement, the limits of insurance of the named insured’s policy that are available to an additional insured will be limited to the extent required by the contract or agreement or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

Finally, it is revised to expressly address, in part, claims alleging negligence or other wrongdoing in the hiring, employment, training, supervision or monitoring of others by any insured.

## 12. Additional Insured Endorsements

The following state specific additional insured endorsements will be withdrawn and replaced by an equivalent multistate additional insured endorsement. State specific additional insured endorsements are no longer needed due to changes that have been made to the multistate additional insured endorsements. They have been revised to indicate that when these endorsements are attached to a policy, if coverage provided to the additional insured is required by contract or agreement, coverage to the additional insured will be afforded to the extent permissible by law and to the extent the named insured is required by the contract or agreement to provide insurance for the additional insured.

Additionally if coverage provided to the additional insured is required by contract or agreement, the Limits of Insurance of the named insured’s policy that are available to an additional insured will be limited to the extent required by the contract or agreement or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

- **CG3293** – California Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization
- **CG3294** – California Additional Insured – Owners, Lessees Or Contractors – Automatic Status When Required In Construction Agreement With You
- **CG3295** – California Additional Insured – Owners, Lessees Or Contractors – Completed Operations
- **CG3225** – Colorado Additional Insured – Engineers, Architects Or Surveyors
- **CG3226** – Colorado Additional Insured – Engineers, Architects Or Surveyors Not Engaged By The Named Insured
- **CG3227** – Colorado Additional Insured – Owners, Lessees Or Contractors – Automatic Status When Required In Construction Agreement With You
- **CG3228** – Colorado Additional Insured – Owners, Lessees Or Contractors – Completed Operations
- **CG3229** – Colorado Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization
- **CG3276** – Kansas Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization
- **CG3277** – Kansas Additional Insured – Owners, Lessees Or Contractors – Automatic Status When Required In Construction Agreement With You
- **CG3278** – Kansas Additional Insured – Owners, Lessees Or Contractors – Completed Operations
- **CG3279** – Kansas Additional Insured – Vendors
- **CG3280** – Kansas Additional Insured – Grantor Of Franchisee
- **CG3281** – Kansas Additional Insured – Engineers, Architects Or Surveyors

- **CG3282** – Kansas Additional Insured – Engineers, Architects Or Surveyors Not Engaged By The Named Insured
- **CG3283** – Kansas Additional Insured – Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You
- **CG3284** – Kansas Additional Insured – Lessor Of Leased Equipment
- **CG3286** – Montana Additional Insured – Engineers, Architects Or Surveyors
- **CG3287** – Montana Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization
- **CG3288** – Montana Additional Insured – Engineers, Architects Or Surveyors Not Engaged By The Named Insured
- **CG3289** – Montana Additional Insured – Owners, Lessees Or Contractors – Automatic Status When Required In Construction Agreement With You
- **CG3290** – Montana Additional Insured – Owners, Lessees Or Contractors – Completed Operations
- **CG3204** – New Mexico Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization
- **CG3205** – New Mexico Additional Insured – Owners, Lessees Or Contractors – Automatic Status When Required In Construction Agreement With You
- **CG3212** – New Mexico Additional Insured – Owners, Lessees Or Contractors – Completed Operations
- **CG3261** – Oregon Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization
- **CG3262** – Oregon Additional Insured – Owners, Lessees Or Contractors – Automatic Status When Required In Construction Agreement With You
- **CG3263** – Oregon Additional Insured – Owners, Lessees Or Contractors – Completed Operations
- **CG3391** – Texas Additional Insured – Engineers, Architects Or Surveyors
- **CG3392** – Texas Additional Insured – Engineers, Architects Or Surveyors Not Engaged By The Named Insured
- **CG3393** – Texas Additional Insured – Owners, Lessees Or Contractors – Automatic Status When Required In Construction Agreement With You
- **CG3394** – Texas Additional Insured – Owners, Lessees Or Contractors – Completed Operations
- **CG3395** – Texas Additional Insured – Owners, Lessees Or Contractors – Scheduled Person or Organization
- **CG3396** – Texas Additional Insured – Lessor Of Leased Equipment
- **CG3397** – Texas Additional Insured – Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You

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## EMC MULTISTATE ENDORSEMENTS

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### A. BROADENING OF COVERAGE

Water Well Drillers Limited Pollution Coverage – “Work Site” **CG7658** is revised to introduce an exception to the Electronic Data Exclusion to provide that the exclusion does not apply to liability for damages because of bodily injury.

### B. REDUCTION OF COVERAGE

Exclusion – Lead **CG7185** replaces **CG7194**. They are basically the same, however, **CG7185** may be viewed as a slightly broader exclusion.

### C. OTHER CHANGES

1. Endorsement **CG7103** is amended to correct the name and address of the government entity where cancellation information should be sent.
2. Emergency Medical Services **CG7110.1** is amended to change the current defined term “certified” employees and volunteers to a defined phrase “certified employees or volunteers”.
3. Trampoline Exclusion **CG7114.1** is amended to correct a typographical error. We are changing Section 1 to Section I.
4. Pollution Exclusion Amendment **CG7144** is amended to enhance the readability of the endorsement. We are adding a colon and inserting a (iv) to indicate that a new paragraph is being added to the Pollution Exclusion (f) within the Commercial General Liability Coverage Form.

5. Total Pollution Exclusion Endorsement With A Building Heating, Cooling And Dehumidifying Equipment Exception, A Hostile Fire Exception And A Limited Mobile Equipment Exception **CG7171** is amended by the addition of quotation marks around the word “suit” as this is a defined term under the Commercial General Liability Coverage Form.
6. Broad Form Products Coverage **CG7176** is amended by the addition of quotation marks around the phrase “your product” as this is a defined phrase under the Commercial General Liability Coverage Form. We are also correcting grammatical errors.
7. Exclusion – Lead **CG7185** is revised and the format now more closely tracks with language that ISO uses for many similar exclusions such as Silica. Although the language is changing the underwriting intent is not and it is neither a reduction nor broadening of coverage.

Also, in Oklahoma, this endorsement replaces **CG7185.1**. They are the same form except **CG7185.1** has a signature line while **CG7185** does not.

8. Community Colleges Liability **CG7514** is revised by replacing “the insured” with “any insured”. This only applies to the second paragraph of Exclusion **g**. within this endorsement. Although this is a clarification of underwriting intent it may be viewed as a reduction in coverage.

#### 9. Continuous and Progressive Injury or Damage Endorsements

We are revising the following endorsements to remove the reference to Exclusion **q**. as the Commercial General Liability Coverage Form already has another exclusion designated as **q**. We will leave this exclusion without a letter in order to avoid future confusion when ISO adds new exclusions to this coverage form.

- **CG7515** – Continuous of Progressive Injury or Damage Exclusion
- **CG7515.1** – Continuous or Progressive Injury or Damage Exclusion

10. Continuous Or Progressive Injury Or Damage Exclusion **CG7515.2** is revised to remove the reference to Exclusion **q**. as the Commercial General Liability Coverage Form already has another exclusion designated as **q**. We will leave this exclusion without a letter in order to avoid future confusion when ISO adds new exclusions to this coverage form.

11. Amendment of Liquor Liability Exclusion **CG7456** is revised to state that even if the claims against any insured allege the negligence or other wrongdoing in the

- Supervision, hiring, employment, training or monitoring of others; or
- Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol

if the occurrence which caused the bodily injury or property damage involved that which is described in Paragraphs **(1)**, **(2)** and **(3)** of this exclusion. This is a clarification of coverage. However, this change may result in a reduction in coverage in states where courts have ruled that the liquor liability exclusion is inapplicable for liquor-related claims alleging an insured’s negligent supervision of employees handling alcohol, failure to detain an intoxicated person or failure to provide transportation.

#### 12. Professional Services Exclusion Wording

To reinforce the Professional Services exclusion within the following endorsements, we are enhancing the exclusion to expressly address, in part, claims alleging negligence or other wrongdoing in the hiring, employment, training or supervision or monitoring of others by any insured. This is a reinforcement of coverage intent. However, this change may result in a reduction in coverage in states where courts have ruled professional services exclusions to be inapplicable to negligent supervision claims and other similar types of claims.

- **CG7491** – Health Care Extension
- **CG7498** – Exclusion – Services Furnished By Health Care Providers With An Exception For Emergency Medical Services
- **CG7514** – Community Colleges Liability
- **CG7519** – Exclusion – Designated Professional Services
- **CG7520** – Exclusion – Designated Professional Services
- **CG7521** – Exclusion – Designated Professional Services
- **CG7649** – Additional Insured – Engineers, Architects, Surveyors Not Engaged By You – Automatic Status When Required In A Written Contract Or Agreement With You – Primary And Noncontributory
- **CG7560** – Additional Insured – Owners, Lessees Or Contractors – Automatic Status When Required In A Written Construction Contract – Primary And Noncontributory
- **CG7661** – Emergency Medical Services Personnel
- **CG7662** – Emergency Medical Services Personnel
- **CG7680** – Manufacturer’s Errors Or Omissions

- **CG7680.1** – Manufacturer's Errors Or Omissions
  - **CG7680.2** – Manufacturer's Errors Or Omissions
  - **CG7680.3** – Manufacturer's Errors Or Omissions
  - **CG7680.4** – Manufacturer's Errors Or Omissions
  - **CG7680.5** – Manufacturer's Errors Or Omissions
  - **CG7680.6** – Manufacturer's Errors Or Omissions
  - **CG7680.7** – Manufacturer's Errors Or Omissions
  - **CG7680.8** – Manufacturer's Errors Or Omissions
13. Amendment – Insured Contract Definition **CG7504** is revised to reflect that the defined term “insured contract” addresses certain liability assumed by the named insured with respect to the tort liability of another party but only to the extent that assumption of the tort liability is permitted by law. This is in response to the growing number of states enacting “anti-indemnification laws”. This is a clarification of underwriting intent although some may view it as a reduction in coverage.
14. Exclusion – Designated Work Endorsement **CG7522.2** is replaced by **CG7522**. They are the same form except **CG7522.2** has a signature line while **CG7522** does not.
15. Exclusion – Designated Work Endorsement **CG7522.3** is replaced by **CG7522.1** does not. They are the same form except **CG7522.3** has a signature line while **CG7522.1** does not.
16. Blanket Waiver Of Subrogation When Required In A Contract Or Agreement **CG7555** is revised to state that this change is in addition to the policy language rather than in place of.
17. Wholesalers' Industry Extension Endorsement **CG7576** and Manufacturers' Industry Extension Endorsement **CG7577** are revised to delete phrase “to effect settlement of any claim or “suit” from Paragraph **B.3.a.** because the Insuring Agreement of the endorsements address coverage for products withdrawal expense, not claims or suits. In additional Paragraph **B.3.b.** is revised to reinforce that the Participation Percentage is indicated in the Schedule of the endorsement, rather than the Declarations.
- Additionally, reference to “loss” is revised to explicitly refer to each “product withdrawal” and several editorial changes are made to remove the Limits of Insurance from the Schedule and to conform to ISO Uniformity Standards.
18. Municipal And/or Volunteer Fire Department Liability Endorsement **CG7636** is amended by the addition of quotation marks around the word “occurrence” as this is a defined term under the Commercial General Liability Coverage Form.
19. Municipal Liability Endorsement **CG7640** is amended by the addition of quotation marks around the word “occurrence” as this is a defined term under the Commercial General Liability Coverage Form.
20. Exclusion – Injury Arising From A Non-Owned Animal **CG7672** is revised by replacing “medical payments” with medical expenses. Medical payments is not a defined term under the Commercial General Liability Coverage Form.
21. Lead Liability Limited Coverage **IL7092** is amended by the addition of quotation marks around the word “suit” as this is a defined term under the Commercial General Liability Coverage Form.

**22. Additional Insured Endorsements without Primary and Noncontributory Wording**

The following additional insured endorsements are revised to indicate that when these endorsements are attached to a policy, if coverage provided to the additional insured is required by contract or agreement, coverage to the additional insured will only be afforded to the extent permissible by law and to the extent the named insured is required by the contract or agreement to provide insurance for the additional insured. This is a clarification of underwriting intent although some may view it as a reduction in coverage.

Additionally, if coverage provided to the additional insured is required in a contract or agreement, the limits of insurance of the named insured's policy that are available to an additional insured will be limited to the extent required by the contract or agreement or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations, whichever is less. This is a clarification of underwriting intent although some may view it as a reduction in coverage.

- **CG7120** – Additional Insured – Scheduled Person Or Organization – Pick Up Or Delivery Of Products Or Materials
- **CG7193** – Additional Insured – Owners, Lessees Or Contractors Including Completed Operations
- **CG7571** – Additional Insured – Owners, Lessees Or Contractors – Completed Operations
- **CG7582** – Additional Insured – Vendors – Automatic Status When Required In A Written Contract Or Agreement
- **CG7585** – Additional Insured – Consolidated (Wrap-Up) Insurance Program – While Away From The Wrap-Up Location



## 23. Additional Insured Endorsements with Primary and Noncontributory Wording

The following additional insured endorsements are revised to indicate that when these endorsements are attached to a policy, if coverage provided to the additional insured is required by contract or agreement, coverage to the additional insured will be afforded to the extent permissible by law and to the extent the named insured is required by the contract or agreement to provide insurance for the additional insured. This is a clarification of underwriting intent although some may view it as a reduction in coverage.

Additionally, if coverage provided to the additional insured is required in a contract or agreement, the limits of insurance of the named insured's policy that are available to an additional insured will be limited to the extent required by the contract or agreement or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations, whichever is less. This is a clarification of underwriting intent although some may view it as a reduction in coverage.

We are replacing the current Primary and Noncontributory wording with the new wording that ISO is introducing with endorsement Primary and Noncontributory – Other Insurance Condition **CG2001**. The only difference is that ISO's wording requires that the additional insured be a named insured on another insurance policy available to them and that a written contract or agreement has been entered into by the insured stating that the insured's policy will be primary and will not seek contribution from any other insurance available to the additional insured. This is a clarification of underwriting intent although some may view it as a reduction in coverage.

- **CG7120.1** – Additional Insured – Scheduled Person Or Organization – Pick Up Or Delivery Of Products Or Materials – Primary And Noncontributory
- **CG7174** – Additional Insured – Owners, Lessees Or Contractors – Automatic Status When Required In Construction Contract Or Agreement – Primary And Noncontributory
- **CG7174.3** – Additional Insured – Owners, Lessees Or Contractors – Automatic Status When Required In Construction Contract Or Agreement Including Completed Operations – Primary And Noncontributory
- **CG7184** – Additional Insured – Managers Or Lessors Of Premises – Automatic Status When Required In Written Contract Or Agreement – Primary And Noncontributory
- **CG7193.1** Additional Insured – Owners, Lessees Or Contractors Including Completed Operations – Primary And Noncontributory
- **CG7411** – Additional Insured – Persons Or Organizations – Automatic Status When Required In Written Contract Or Agreement – Primary And Noncontributory
- **CG7477** – Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization – Primary And Noncontributory
- **CG7477.2** – Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization – Primary And Noncontributory
- **CG7478** – Additional Insured – Managers Or Lessors Of Premises – Primary And Noncontributory
- **CG7482** – Additional Insured – Owners, Lessees Or Contractors – Automatic Status When Required In Written Construction Contract Or Agreement – Vicarious Liability – Primary And Noncontributory
- **CG7593** – Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased – Primary And Noncontributory
- **CG7649** – Additional Insured – Architects, Engineers Or Surveyors Not Engaged By You – Automatic Status When Required In A Written Contract With You – Primary And Noncontributory
- **CG7650** – Additional Insured – Owners, Lessees Or Contractors – Automatic Status When Required In A Written Construction Contract – Primary And Noncontributory

## 24. Additional Insured – Vicarious Liability Endorsements without Primary and Noncontributory Wording

The following additional insured endorsements are revised to indicate that when these endorsements are attached to a policy, if coverage provided to the additional insured is required by contract or agreement, coverage to the additional insured will be afforded to the extent permissible by law or to the extent of the named insured's vicarious liability, whichever is less.

Additionally, if coverage provided to the additional insured is required in a contract or agreement, the limits of insurance of the named insured's policy that are available to an additional insured will be limited to the extent required by the contract or agreement or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations, whichever is less. This is a clarification of underwriting intent although some may view it as a reduction in coverage.

- **CG7480** – Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization – Vicarious Liability
- **CG7483** – Additional Insured – Owners, Lessees Or Contractors Including Completed Operations – Vicarious Liability
- **CG7501** – Additional Insured – Designated Person Or Organization – Vicarious Liability
- **CG7544** – Additional Insured – Designated Person Or Organization – Vicarious Liability
- **CG7559** – Additional Insured – Managers Or Lessors Of Premises – Vicarious Liability
- **CG7560** – Additional Insured – Schedule Person Or Organization – Pick Up Or Delivery Of Products Or Materials – Vicarious Liability

## 25. Additional Insured – Vicarious Liability Endorsements with Primary and Noncontributory Wording

The following additional insured endorsements are revised to indicate that when these endorsements are attached to a policy, if coverage provided to the additional insured is required by contract or agreement, coverage to the additional insured will be afforded to the extent permissible by law or to the extent of the named insured's vicarious liability, whichever is less.

Additionally, if coverage provided to the additional insured is required in a contract or agreement, the limits of insurance of the named insured's policy that are available to an additional insured will be limited to the extent required by the contract or agreement or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations, whichever is less. This is a clarification of underwriting intent although some may view it as a reduction in coverage.

We are replacing the current Primary and Noncontributory wording with the new wording that ISO is introducing with endorsement Primary and Noncontributory – Other Insurance Condition **CG2001**. The only difference is that ISO's wording requires that the additional insured be a named insured on another insurance policy available to them and that a written contract or agreement has been entered into by the insured stating that the insured's policy will be primary and will not seek contribution from any other insurance available to the additional insured. This is a clarification of underwriting intent although available to the additional insured. This is a clarification of underwriting intent although some may view it as a reduction in coverage.

- **CG7479** – Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization – Vicarious Liability – Primary And Noncontributory
- **CG7482.3** – Additional Insured – Owners, Lessees Or Contractors – Automatic Status When Required In Written Construction Contractor Or Agreement Including Completed Operations – Vicarious Liability – Primary And Noncontributory
- **CG7483.1** – Additional Insured – Owners, Lessees Or Contractors Including Completed Operations – Vicarious Liability – Primary And Noncontributory
- **CG7501.1** – Additional Insured – Designated Person Or Organization – Vicarious Liability – Primary And Noncontributory
- **CG7559.1** – Additional Insured – Managers Or Lessees Of Premises – Vicarious Liability – Primary And Noncontributory
- **CG7560.1** – Additional Insured – Scheduled Person Or Organization – Pick Up Or Delivery Of Products Or Materials – Vicarious Liability – Primary And Noncontributory

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## EMC STATE SPECIFIC ENDORSEMENTS

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### A. OTHER CHANGES

1. Extension of Who Is An Insured – Kansas Schools and Community Colleges **CG7311** is amended to correct punctuation errors.

#### 2. Pollution Exclusions

The following pollution exclusions are amended to add quotation marks around the word "suit" as this is a defined term within the Commercial General Liability Coverage Form.

- **CG7401** – Iowa – Total Pollution Exclusion Endorsement
- **CG7402** – Iowa – Total Pollution Exclusion With A Hostile Fire Exception

#### 3. Wholesalers' Industry Extension and Manufacturers' Industry Extension Endorsements

The following state specific endorsements are new and are replacing Wholesalers' Industry Extension Endorsement **CG7576** and Manufacturers' Industry Extension Endorsement **CG7577**. They include the same changes that were made to **CG7576** and **CG7577**. Refer to **EMC MULTISTATE ENDORSEMENTS – OTHER – CHANGES** – Paragraph 17.

- **CG7576.1** – Wholesalers' Industry Extension – Kansas
- **CG7576.2** – Wholesalers' Industry Extension – Arkansas
- **CG7576.3** – Wholesalers' Industry Extension – Texas
- **CG7576.4** – Wholesalers' Industry Extension – Missouri
- **CG7577.2** – Manufacturers' Industry Extension – Arkansas
- **CG7577.3** – Manufacturers' Industry Extension – Texas
- **CG7577.4** – Manufacturers' Industry Extension – Missouri

In addition, **CG7576.1** is different from **CG7576** in that it includes a Concealment and Fraud provision that more closely reflects the definition of a "fraudulent insurance act" in Kan. Stat. Ann. §40-2, 118(a). **CG7576.2** and **CG7577.2** are different from **CG7576** and **CG7577** respectively in that they include a definition of punitive damages as required by Ark. Code. Ann. §23-79-307. **CG7576.3** and **CG7577.3** are different from **CG7576** and **CG7577** respectively in that they include the Prompt Payment of Claims provisions of Texas Ins. Code. Ann. §542.051 - §542.061. **CG7576.4** and **CG7577.4** are different from **CG7576** and **CG7577** respectively in that they include a provision which reflects that failure to report expenses to the insurer will not invalidate a claim unless such failures operate to prejudice the insurer's rights. This is response to MO. Code Regs. 20 CSR §100 – 1.020.

4. Manufacturers' Industry Extension Endorsement – Kansas **CG7577.1** includes the same changes that were made to **CG7577**. Refer to **EMC MULTISTATE ENDORSEMENTS – OTHER CHANGES** – Paragraph 17.

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

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

**(Broad Form)**

This endorsement modifies insurance provided under the following:

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

1. The insurance does not apply:
  - A. Under any Liability Coverage, to "bodily injury" or "property damage":
    - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
    - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
  - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
  - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
    - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
    - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
    - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:
 

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

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

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

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

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

"Nuclear facility" means:

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

- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

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

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

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

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

## **NEBRASKA CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A.** Paragraphs **2.** and **3.** of the **Cancellation** Common Policy Condition are replaced by the following:

**2. Cancellation Of Policies In Effect**

**a. 60 Days Or Less**

If this policy has been in effect for 60 days or less, we may cancel this policy for any reason.

**b. More Than 60 Days**

If this policy has been in effect for more than 60 days or if this is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- (1)** Nonpayment of premium;
- (2)** The policy was obtained through material misrepresentation;
- (3)** Any insured has submitted a fraudulent claim;
- (4)** Any insured has violated the terms and conditions of this policy;
- (5)** The risk originally accepted has substantially increased;

- (6)** Certification to the Director of Insurance of our loss of reinsurance which provided coverage to us for all or a substantial part of the underlying risk insured; or

- (7)** The determination by the Director of Insurance that the continuation of the policy could place us in violation of the Nebraska Insurance Laws.

- c.** If we cancel this policy subject to **2.a.** or **2.b.** above, we will mail to the first Named Insured a written notice of cancellation, stating the reasons for cancellation, at least:

- 1.** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- 2.** 60 days before the effective date of cancellation if we cancel for any other reason.

- 3.** We will mail our notice by first class mail to the first Named Insured's last mailing address known to us. A United States Postal Service Certificate of Mailing shall be sufficient proof of receipt of notice on the third calendar day after the date of the certificate of mailing.

- B. Paragraph 6. of the Cancellation Common Policy Condition does not apply.
- C. The following is added and supersedes any provisions to the contrary:

**NONRENEWAL**

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

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

## **ASBESTOS EXCLUSION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The policy does not apply to "bodily injury," "personal injury" (or "personal and advertising injury" if defined as such in your policy) or "property damage" (including any associated clean-up obligations) arising out of the installation, existence, removal, or disposal of asbestos or any substance containing asbestos fibers.



## DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

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

### SCHEDULE \*

#### Terrorism Premium (Certified Acts)

- A. Premium through end of year 12/31/ \$ \_\_\_\_\_
- B. Premium beyond the date specified above \$ \_\_\_\_\_
- (Refer to Paragraph D. in this endorsement.)

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

#### A. Disclosure Of Premium

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

#### B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

#### C. Cap On Insurer Participation In Payment Of Terrorism Losses

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

#### D. Premium beyond the year specified in the schedule above:

The premium for certified acts of terrorism coverage is calculated based in part on the federal participation in payment of terrorism losses as set forth in the Terrorism Risk Insurance Act. The federal program established by the Act is scheduled to terminate at the end of the year specified in the schedule of this endorsement, unless extended by the federal government. If the federal program is extended, the premium shown in (B) in the schedule shall be attributable to coverage for terrorism acts certified under the Act.

If the federal program terminates, your policy will still contain coverage for acts of terrorism unless you have elected to exclude the coverage. The premium shown in (B) in of the schedule shall be attributable to that coverage for terrorism.

#### The following is required as part of the disclosure notice in MISSOURI

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

Read your policy and endorsements carefully.

## IMPORTANT NOTICE TO POLICYHOLDERS

### Re: New Federal Claim Information Reporting Requirements

New federal reporting requirements for claims involving parties potentially eligible for Medicare are now in place. With your continued cooperation, EMC Insurance Companies will be able to meet these new reporting responsibilities.

To help us comply with the new requirements, **you simply need to make sure you report all claims to your agent or EMC Insurance Companies.** If you choose to pay a claim, or attempt to settle a claim on your own, you may become responsible for these new reporting requirements.

For specific information on Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA) (P.L. 110-173), go to [www.cms.hhs.gov/MandatoryInsRep/](http://www.cms.hhs.gov/MandatoryInsRep/) or consult with your attorney.