

## **POLICY SEPARATOR PAGE**



08/07/2025

UNDEFINED  
119 1ST AVENUE NW #370  
EPHRATA WA 98823

Policy Number: CPP 1379535 00

Dear Western National Insurance Group Policyholder,

On behalf of everyone here at the Western National Insurance Group, it's my pleasure to say, "Welcome!"

Each day that Western National Insurance Group spends serving the unique insurance needs of our policyholders only strengthens our belief that success comes from building strong, enduring relationships with our customers, employees, and agency partners. We believe that by working together with you and your agent, we produce a better result for you.

We are proud to back our insurance products with outstanding financial stability. We have earned an "A+" (Superior) financial rating from A.M. Best, the insurance industry's premier rating organization. Additionally, we've been honored to have been named to the Ward's Top 50 Benchmark Group of property-and-casualty insurance companies in the U.S. (out of nearly 3,000) each year for more than a decade. As for the most important part of our insurance product — the promise to pay valid claims — we set the standard for claim service quality.

With a variety of other unique benefits, including access to our expert Loss Control staff and our library of safety and compliance resources (available at [www.wnins.com/resources](http://www.wnins.com/resources)), we're confident that Western National Insurance Group provides a combination of coverage, price, and service that amounts to industry-best policyholder protection to your company. Thank you for the opportunity to serve your business' unique insurance needs.

Sincerely,

Rick Long, AIC, CPCU, ARe  
President and Chief Executive Officer

## COMMERCIAL POLICY SUMMARY PAGE

UNDEFINED  
119 1ST AVENUE NW #370  
Ephrata WA 98823

WAFD INSURANCE GROUP INC  
PO BOX 457  
STANWOOD, WA 98292-0457

08522

360-629-2103

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Group # 0001250975

Effective Date: AUGUST 11, 2025  
Expiration Date: AUGUST 11, 2026  
12:01 A.M. standard time at the Named  
Insured's mailing address.

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### COVERAGE

Your coverage consists of the following lines of insurance for which a premium is indicated.  
This premium may be subject to adjustment.

Commercial General Liability	\$ 1,302.00
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Total Estimated Annual Premium	\$ 1,302.00
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These Declarations together with the common policy conditions, coverage part declarations, coverage part form(s), and form(s) and endorsements, if any, issued, complete the above numbered policy.

Countersigned:

By \_\_\_\_\_

Authorized Representatives

**Group #:** 0001250975

**Date:** 08/07/2025

**Insured:** UNDEFINED

**Address:** 119 1ST AVENUE NW #370  
Ephrata WA 98823

**Effective Date:** AUGUST 11, 2025

### POLICYHOLDER DISCLOSURE

#### NOTICE – OFFER OF TERRORISM INSURANCE COVERAGE AND DISCLOSURE OF PREMIUM

Under the Terrorism Risk Insurance Act, as amended in 2019, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term “act of terrorism” means any act or acts that are certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security, and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

**Your decision is needed on this question: do you choose to pay the premium for terrorism coverage stated in this offer of coverage, or do you choose to reject the offer of coverage and not pay the premium? You must either accept or reject this offer. Failure to return the enclosed rejection constitutes an acceptance of terrorism coverage. Please consult your agent if you have questions regarding your options.**

#### SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE

Your insurance policy has been issued/quoted with Certified Terrorist Acts coverage and a premium has been included for the applicable lines of insurance. Unless you reject this coverage, you must pay the additional terrorism premium as stated in the DISCLOSURE OF PREMIUM. You may choose to reject the offer of terrorism coverage by signing the enclosed REJECTION STATEMENT; then your policy will be written to exclude the described coverage.

#### DISCLOSURE OF PREMIUM

If you accept this offer, the premium for terrorism coverage is \$

3

If you reject this offer, a portion of the above premium will be charged due to state law requiring coverage if a “certified act of terrorism” results in a direct loss by fire to covered property. (*Not applicable in Alaska, Idaho, Minnesota, Montana, Nevada, North Dakota, South Dakota and Utah*).

**Alaska only:** If you have auto insurance, terrorism coverage up to the minimum limits required for Liability, Uninsured and/or Underinsured Motorists, by the state’s Financial Responsibility Statutes applies. The premium for this coverage is **\$0.00**.

**Oregon only:** If you have auto insurance, terrorism coverage up to the minimum limits required for Liability, Uninsured and/or Underinsured Motorists and Personal Injury Protection Coverage, by the state’s Financial Responsibility Statutes applies. The premium for this coverage is **\$0.00**.

**DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES:** You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is shown above and does not include any charges for the portion of the loss that may be covered by the federal government under the Act.

**CAP ON LOSSES:** You should also know that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers’ liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

**Group #:** 0001250975                   **Date:** 08/07/2025  
**Insured:** UNDEFINED  
**Address:** 119 1ST AVENUE NW #370  
EPHRATA WA 98823

**Effective Date:** AUGUST 11, 2025

**ENCLOSURE – REJECTION OF CERTIFIED TERRORISM INSURANCE**

**I hereby reject the offer of terrorism coverage. I understand that an EXCLUSION of certain terrorism losses will be made a part of this policy.**

Policyholder Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

**PROPERTY COVERAGE ONLY:** In this state, a terrorism exclusion makes an exception for (and thereby provides coverage for) fire losses resulting from an act of terrorism. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to fire losses resulting from an act of terrorism – coverage for such fire losses will continue to be provided in your policy. There will be an additional premium just for such fire coverage. (*Not applicable in Alaska, Idaho, Minnesota, Montana, Nevada, North Dakota, South Dakota and Utah*)

**ALASKA AUTO ONLY:** In this state, the terrorism exclusion applies above the minimum limits required for Liability, Uninsured and/or Underinsured Motorists Coverage by the state's Financial Responsibility Statutes. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to losses resulting from an act of terrorism, for limits up to the minimum state compulsory limits of insurance for Liability, Uninsured and/or Underinsured Motorists Coverage. The additional premium just for such coverage up to the Financial Responsibility Statutes is stated in the DISCLOSURE OF PREMIUM.

**OREGON AUTO ONLY:** In this state, the terrorism exclusion applies above the minimum limits required for Liability, Uninsured and/or Underinsured Motorists Coverage and Personal Injury Protection Coverage by the state's Financial Responsibility Statutes. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to losses resulting from an act of terrorism, for limits up to the minimum state compulsory limits of insurance for Liability, Uninsured and/or Underinsured Motorists, and Personal Injury Protection Coverage. The additional premium just for such coverage up to the Financial Responsibility Statutes is stated in the DISCLOSURE OF PREMIUM.

**IF YOU CHOOSE TO REJECT THIS OFFER OF TERRORISM COVERAGE, PLEASE SIGN THIS REJECTION STATEMENT AND RETURN IT TO YOUR AGENT AS SOON AS POSSIBLE. IF YOUR SIGNED REJECTION IS NOT RECEIVED BY US WITHIN 30 DAYS OF THE EFFECTIVE DATE OF YOUR POLICY, OR WITHIN 30 DAYS OF THE DATE OF THIS NOTICE, WHICHEVER IS LATER, THE CHARGE FOR TERRORISM WILL NOT BE REMOVED.**

## **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**Group # 0001250975**  
**Policy # CPP 1379535 00**

**Policy Period: From AUGUST 11, 2025 To AUGUST 11, 2026**  
 12:01 A.M. standard time at the Named Insured's mailing address.

**Transaction POLICY DECLARATION**

**Insured Name and Address**

UNDEFINED  
 119 1ST AVENUE NW #370  
 EPHRATA WA 98823

**Agent**

WAFD INSURANCE GROUP INC  
 PO BOX 457  
 STANWOOD, WA 98292-0457

08522

Telephone: 360-629-2103

**Business Description**

COMMUNITY ADVOCACY

**Type of Business**

CORPORATION

**Audit Period**

ANNUAL

**Billing Type**

DIRECT

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

### **LIMITS OF INSURANCE**

General Aggregate Limit (Other than Products-Completed Operations)	\$ 2,000,000
Products - Completed Operations Aggregate Limit	\$ 2,000,000
Each Occurrence Limit	\$ 1,000,000
Personal and Advertising Injury Limit, any one person or organization	\$ 1,000,000
Medical Expense Limit, any one person	\$ 5,000
Damage to Premises Rented to you, any one premises	\$ 100,000

### **LOCATIONS OF ALL PREMISES YOU OWN, RENT OR OCCUPY**

Refer to attached schedule.

### **CLASSIFICATIONS**

Refer to attached schedule.

**PREMIUM FOR THIS COVERAGE PART \$ 1,302.00**

### **DISCLOSURE OF PREMIUM:**

The portion of your annual premium attributable to coverage for certified acts of terrorism is \$ 3.00

### **Forms and Endorsements Applicable to this Policy**

**See Forms and Endorsements Schedule**

Issued Date: 08/07/2025

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Page 1 of 6

**COMMERCIAL GENERAL LIABILITY  
 EXTENSION OF DECLARATIONS**

**LOCATION OF PREMISES**

**Location of All Premises You Own, Rent or Occupy:**

001  
 119 1ST AVENUE NW #370  
 EPHRATA WA 98823

**PREMIUM**

Location	Classification Code No.	Exposure	Premium	Rate	Advance Premium	
			Base*	Prem.Ops.	Prod/Comp Ops.	Prem/Ops.
001	47367	\$50,000 SALES OR SERVICE ORGANIZATIONS	P	0.791	INCL	\$40
"Products - completed operations are subject to the General Aggregate Limit"						
001	48610	2 SPORTS OR OUTDOOR ACTIVITIES-COMMERCIALLY OPERATED	T	274.500	INCL	\$549
"Products - completed operations are subject to the General Aggregate Limit"						

- \* - A = Area
- \* - C = Total Cost
- \* - E = Each
- \* - M = Admissions
- \* - O = Total Operating Expenses
- \* - P = Payroll
- \* - S = Gross Sales
- \* - T = See Classification Notes
- \* - U = Units

**Extension of Declarations --Total Advance Annual Premium** \$589

**Western National Mutual Insurance Company**  
4700 West 77th Street  
Edina, MN 55435  
www.wnins.com

**Policy Number:** CPP 1379535 00  
**POLICY DECLARATION**  
**Named Insured:**  
UNDEFINED

## **COMMERCIAL GENERAL LIABILITY CLASSIFICATION SCHEDULE**

Loc	St	Terr	Code	Premium Base	Exposure	Rate	Per	Cov	Premium
Classification Description									
000	WA	002	44444		1		N/A	SEXMOL	\$96
				ABUSE AND SEXUAL MOLESTATION					
000	WA		44444				N/A	SPLENH	\$75
				GENERAL LIABILITY SPECIALTY ENHANCEMENT					
				CGMU1078 - GENERAL LIABILITY SPECIALTY ENHANCEMENT					

**Western National Mutual Insurance Company**  
4700 West 77th Street  
Edina, MN 55435  
www.wnins.com

**Policy Number:** CPP 1379535 00  
**Named Insured:**  
UNDEFINED

**PREMIUM FOR THIS DIRECTORS, OFFICERS AND TRUSTEES COVERAGE      \$300.00**

\*Included in General Liability premium

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**GENERAL LIABILITY**  
**NOT-FOR-PROFIT ORGANIZATION DIRECTORS, OFFICERS AND TRUSTEES**  
**LIABILITY COVERAGE ENDORSEMENT**  
**SUPPLEMENTAL DECLARATIONS**

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**NOTICE**

EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THIS COVERAGE ENDORSEMENT IS LIMITED FOR ONLY THOSE CLAIMS OR SUITS THAT ARE FIRST MADE AGAINST THE INSUREDS DURING THE DIRECTORS, OFFICERS AND TRUSTEES COVERAGE PERIOD AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN. VARIOUS PROVISIONS IN THIS COVERAGE ENDORSEMENT RESTRICT COVERAGE. PLEASE READ THE ENTIRE COVERAGE ENDORSEMENT CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.

**DEFENSE WITHIN LIMITS NOTICE**

THIS POLICY IS WRITTEN ON A "DEFENSE EXPENSES" WITHIN LIMITS BASIS. THE LIMITS OF LIABILITY CAN BE COMPLETELY EXHAUSTED BY "DEFENSE EXPENSES" AND WE HAVE NO LIABILITY FOR LEGAL DEFENSE COSTS OR FOR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT IN EXCESS OF THE LIMITS STATED IN YOUR POLICY.

<b>Coverage Period:</b>	From: 08/11/2025 To: 08/11/2026	At 12:01 A.M. Standard Time at your mailing address shown on the Declarations page of this policy.
<b>Limit of Liability:</b>	\$1,000,000  \$1,000,000  \$ 0	Each "Claim"  Total Aggregate Limit  Self-Insured Retention
<b>Retroactive Date:</b>		If no date is shown, we will consider the Retroactive Date to be the policy inception date. The Retroactive Date will remain the same through all subsequent renewals. No change will be made to the Retroactive Date unless at the sole request of the insured.

This insurance does not apply to "claims" arising out of an error or omission that arises out of incidents or circumstances of which you had knowledge prior to the effective date of this Directors, Officers And Trustees Coverage Endorsement or the first Directors, Officers And Trustees Coverage Endorsement issued by us of which this Directors, Officers And Trustees Coverage Endorsement is an uninterrupted renewal.

Forms and Endorsements Applicable to this Policy

<b>See Forms and Endorsements Schedule</b>
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**PREMIUM FOR THIS EPL COVERAGE FORM**      \$239.00

\*Included in General Liability premium

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**COMMERCIAL GENERAL LIABILITY**  
**EMPLOYMENT PRACTICES LIABILITY COVERAGE ENDORSEMENT**  
**SUPPLEMENTAL DECLARATIONS**

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**NOTICE**

- EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THIS EPL COVERAGE IS LIMITED FOR ONLY THOSE CLAIMS OR SUITS THAT ARE FIRST MADE AGAINST THE INSUREDS DURING THE EPL COVERAGE PERIOD AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN. VARIOUS PROVISIONS IN THIS COVERAGE ENDORSEMENT RESTRICT COVERAGE. PLEASE READ THE ENTIRE COVERAGE ENDORSEMENT CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.
- THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS UNDER THIS COVERAGE ENDORSEMENT SHALL BE REDUCED BY AMOUNTS INCURRED FOR DEFENSE COSTS. AMOUNTS INCURRED FOR DEFENSE COSTS SHALL BE APPLIED AGAINST THE DEDUCTIBLE AMOUNT.

<b>EPL Coverage Period:</b>	From: 08/11/2025  To: 08/11/2026	At 12:01 A.M. Standard Time at your mailing address shown on the Declarations page of this policy.
<b>EPL Aggregate Limit of Liability:</b>	\$ 100,000	Aggregate for all "loss" combined, including "defense costs".
<b>EPL Deductible Amount:</b>	\$ 5,000	For "loss" arising from claims or suits alleging the same "wrongful employment act" or "related wrongful employment acts".
<b>EPL Retroactive Date:</b>		If no date is shown, "we" will consider the EPL Retroactive Date to be the date of organization of the "named insured". The EPL Retroactive Date will remain the same through all subsequent renewals. No change will be made to the EPL Retroactive Date unless at the sole request of the insured.
<b>Third Party Violations (optional):</b>	<input type="checkbox"/>	If coverage for Third Party Violations has been paid for, the box to the left will be checked and coverage is in force. If the box is not checked, there is no coverage available for Third Party Violations.

This insurance does not apply to "loss" arising out of a "wrongful employment act" that arises out of incidents or circumstances of which "you" had knowledge prior to the effective date of this EPL Coverage Endorsement or the first EPL Coverage Endorsement issued by "us" of which this EPL Coverage is an uninterrupted renewal.

Forms and Endorsements Applicable to this Policy

**See Forms and Endorsements Schedule**

**Western National Mutual Insurance Company**  
4700 West 77th Street  
Edina, MN 55435  
[www.wnins.com](http://www.wnins.com)

**Policy Number:** CPP 1379535 00  
POLICY DECLARATION  
**Named Insured:**  
UNDEFINED

## LOCATION ADDRESS SCHEDULE

Prem # 001  
119 1ST AVENUE NW #370  
EHRATA, WA 98823

## FORMS AND ENDORSEMENTS SCHEDULE

Coverage Line	Form Number	Ed. Date	Description
General Liability	IL0123	(11/13)	WA Changes - Defense Costs
General Liability	IL0146	(08/10)	WA Common Policy Conditions
General Liability	IL0198	(09/08)	Nuclear Energy Liab Excl Endt
General Liability	CG0001	(04/13)	Comm'l Gen Liab Coverage Form
General Liability	CG0181	(05/08)	WA Changes
General Liability	CG0197	(12/07)	WA Chgs-Empl-Related Practices
General Liability	CG2106	(05/14)	Excl-Access or Disclosure
General Liability	CG2109	(06/15)	Exclusion-Unmanned Aircraft
General Liability	CG2171	(01/15)	Excl Oth Acts Terr Outside US
General Liability	CG2176	(01/15)	Excl Punitive Damages
General Liability	CG2426	(04/13)	Amendment of Ins. Contract Def
General Liability	CG3220	(01/15)	WA-Cond Excl of Terrorism
General Liability	CG4032	(05/23)	CGL PFAS Exclusion
General Liability	CGMU1078	(06/22)	Gen Liab Specialty Solutions
General Liability	CGMU1129	(12/20)	Exclusion-Assault or Battery
General Liability	CGMU1238	(12/20)	D&O Coverage Endorsement
General Liability	CGMU387	(12/20)	Exclusion-Discrimination
General Liability	CGMU431	(12/20)	Excl-Ammunition or Fireworks
General Liability	CGMU448	(12/20)	Excess Provision
General Liability	CGMU505	(12/20)	Exclusion-Trampolines
General Liability	CGMU588	(12/20)	Excl-Mech Op Amusement Devices
General Liability	CGMU973	(12/20)	Ltd Sexual or Phys Abuse Liab
General Liability	WNGL02	(07/10)	Punitive Damages Exclusion
General Liability	WNGL10	(01/04)	Excl-Lead Liability Endt
General Liability	WNGL15	(12/16)	Exclusion-Asbestos
General Liability	WNGL36	(07/15)	Total Liquor Liability Excl
General Liability	WNGL74	(11/11)	EPL Coverage Endorsement
General Liability	WNGL79	(11/11)	Washington Changes

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

## **WASHINGTON CHANGES – DEFENSE COSTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
 COMMERCIAL PROPERTY COVERAGE PART – LEGAL LIABILITY COVERAGE FORM  
 COMMERCIAL PROPERTY COVERAGE PART – MORTGAGEHOLDER'S ERRORS AND OMISSIONS  
 COVERAGE FORM  
 ELECTRONIC DATA LIABILITY COVERAGE PART  
 FARM COVERAGE PART  
 FARM UMBRELLA LIABILITY POLICY  
 LIQUOR LIABILITY COVERAGE PART  
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
 POLLUTION LIABILITY COVERAGE PART  
 PRODUCT WITHDRAWAL COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
 UNDERGROUND STORAGE TANK COVERAGE PART

- A. The provisions of Paragraph **B.** are added to all Insuring Agreements that set forth a duty to defend under:
    - 1. Section I of the Commercial General Liability, Commercial Liability Umbrella, Electronic Data Liability, Farm, Liquor Liability, Owners And Contractors Protective Liability, Pollution Liability, Products/Completed Operations Liability, Product Withdrawal, Medical Professional Liability, Railroad Protective Liability and Underground Storage Tank Coverage Parts, Auto Dealers Coverage Form and the Farm Umbrella Liability Policy;
    - 2. Section II under the Auto Dealers, Business Auto and Motor Carrier Coverage Forms;
    - 3. Section III under the Auto Dealers and Motor Carrier Coverage Forms;
    - 4. Section **A.** Coverage under the Legal Liability Coverage Form; and
  - 5. Coverage **C** – Mortgageholder's Liability under the Mortgageholder's Errors And Omissions Coverage Form.
- Paragraph **B.** also applies to any other provision in the policy that sets forth a duty to defend.
- B. If we initially defend an insured ("insured") or pay for an insured's ("insured's") defense but later determine that none of the claims ("claims"), for which we provided a defense or defense costs, are covered under this insurance, we have the right to reimbursement for the defense costs we have incurred.
- The right to reimbursement under this provision will only apply to the costs we have incurred after we notify you in writing that there may not be coverage and that we are reserving our rights to terminate the defense or the payment of defense costs and to seek reimbursement for defense costs.

# WASHINGTON COMMON POLICY CONDITIONS

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

The conditions in this endorsement replace any similar conditions in the policy that are less favorable to the insured.

## **A. Cancellation**

1. The first Named Insured shown in the Declarations may cancel this policy by notifying us or the insurance producer in one of the following ways:
  - a. Written notice by mail, fax or e-mail;
  - b. Surrender of the policy or binder; or
  - c. Verbal notice.
 Upon receipt of such notice, we will cancel this policy or any binder issued as evidence of coverage, effective on the later of the following:
  - a. The date on which notice is received or the policy or binder is surrendered; or
  - b. The date of cancellation requested by the first Named Insured.
2. We may cancel this policy by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation, including the actual reason for the cancellation, to the last mailing address known to us, at least:
  - a. 10 days before the effective date of cancellation if we cancel for non-payment of premium; or
  - b. 45 days before the effective date of cancellation if we cancel for any other reason;
 except as provided in Paragraphs 3. and 4. below.

3. We may cancel the Commercial Property Coverage Part and the Capital Assets Program (Output Policy) Coverage Part, if made a part of this policy, by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation at least five days before the effective date of cancellation for any structure where two or more of the following conditions exist:
  - a. Without reasonable explanation, the structure is unoccupied for more than 60 consecutive days, or at least 65% of the rental units are unoccupied for more than 120 consecutive days, unless the structure is maintained for seasonal occupancy or is under construction or repair;
  - b. Without reasonable explanation, progress toward completion of permanent repairs to the structure has not occurred within 60 days after receipt of funds following satisfactory adjustment or adjudication of loss resulting from a fire;
  - c. Because of its physical condition, the structure is in danger of collapse;
  - d. Because of its physical condition, a vacation or demolition order has been issued for the structure, or it has been declared unsafe in accordance with applicable law;
  - e. Fixed and salvageable items have been removed from the structure, indicating an intent to vacate the structure;
  - f. Without reasonable explanation, heat, water, sewer and electricity are not furnished for the structure for 60 consecutive days; or
  - g. The structure is not maintained in substantial compliance with fire, safety and building codes.

4. If:
- a. You are an individual;
  - b. A covered auto you own is of the "private passenger type"; and
  - c. The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards;
- we may cancel the Commercial Automobile Coverage Part by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation, including the actual reason for cancellation, to the last mailing address known to us:
- a. At least 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. At least 10 days before the effective date of cancellation for any other reason if the policy is in effect less than 30 days; or
  - c. At least 20 days before the effective date of cancellation for other than non-payment if the policy is in effect 30 days or more; or
  - d. At least 20 days before the effective date of cancellation if the policy is in effect for 60 days or more or is a renewal or continuation policy, and the reason for cancellation is that your driver's license or that of any driver who customarily uses a covered "auto" has been suspended or revoked during policy period.
5. We will also mail or deliver to any mortgage holder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of cancellation, prior to the effective date of cancellation. If cancellation is for reasons other than those contained in Paragraph A.3. above, this notice will be the same as that mailed or delivered to the first Named Insured. If cancellation is for a reason contained in Paragraph A.3. above, we will mail or deliver this notice at least 20 days prior to the effective date of cancellation.
6. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
7. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be at least 90% of the pro rata refund unless the following applies:
- a. For Division Two - Equipment Break-down, if the first Named Insured cancels, the refund will be at least 75% of the pro rata refund.
  - b. If:
    - (1) You are an individual;
    - (2) A covered auto you own is of the "private passenger type";
    - (3) The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards; and
    - (4) The first Named Insured cancels; the refund will be not less than 90% of any unearned portion not exceeding \$100, plus 95% of any unearned portion over \$100 but not exceeding \$500, and not less than 97% of any unearned portion in excess of \$500.
- The cancellation will be effective even if we have not made or offered a refund.
8. If notice is mailed, proof of mailing will be sufficient proof of notice.

#### B. Changes

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

#### C. Examination Of Your Books And Records

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

#### D. Inspection And Surveys

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

2. We are not obligated to make any inspections, surveys, reports or recommendations, and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

#### **E. Premiums**

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

#### **F. Transfer Of Your Rights And Duties Under This Policy**

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

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

#### **G. Nonrenewal**

1. We may elect not to renew this policy by mailing or delivering written notice of non-renewal, stating the reasons for non-renewal, to the first Named Insured and the first Named Insured's agent or broker, at their last mailing addresses known to us. We will also mail to any mortgage holder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of nonrenewal. We will mail or deliver these notices at least 45 days before the:
  - a. Expiration of the policy; or
  - b. Anniversary date of this policy if this policy has been written for a term of more than one year.

Otherwise, we will renew this policy unless:

- a. The first Named Insured fails to pay the renewal premium after we have expressed our willingness to renew, including a statement of the renewal premium, to the first Named Insured and the first Named Insured's insurance agent or broker, at least 20 days before the expiration date;
  - b. Other coverage acceptable to the insured has been procured prior to the expiration date of the policy; or
  - c. The policy clearly states that it is not renewable and is for a specific line, sub-classification, or type of coverage that is not offered on a renewable basis.
2. If:
    - a. You are an individual;
    - b. A covered auto you own is of the "private passenger type"; and
    - c. The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards;

the following applies to nonrenewal of the Commercial Automobile Coverage Part in place of G.1.:

- a. We may elect not to renew or continue this policy by mailing or delivering to you and your agent or broker written notice at least 20 days before the end of the policy period, including the actual reason for nonrenewal. If the policy period is more than one year, we will have the right not to renew or continue it only at an anniversary of its original effective date. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.
- b. We will not refuse to renew Liability Coverage or Collision Coverage solely because an "insured" has submitted claims under Comprehensive Coverage or Towing And Labor Coverage.
- c. If we fail to mail or deliver proper notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

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

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

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

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

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

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

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

"Nuclear facility" means:

**(a)** Any "nuclear reactor";

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

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

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

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

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

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

# 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;

(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, see-page, 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 re-

sponsible; 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".

ard".

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 insur-
- ance 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, in-

cluding 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 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";
  - A sidetrack agreement;
  - Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - An elevator maintenance agreement;
  - 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:
- After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - While it is in or on an aircraft, watercraft or "auto"; or
  - 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:
- Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - Vehicles maintained for use solely on or next to premises you own or rent;
  - Vehicles that travel on crawler treads;
  - 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;
  - 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 equip-

ment 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.**

## **WASHINGTON CHANGES**

This endorsement modifies insurance provided under the following:

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

- A. Exclusion e. of Coverage A – Bodily Injury And Property Damage Liability (Section I – Coverages)** applies only to "bodily injury" to any "employee" of the insured whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

With respect to "bodily injury" to "employees" of the insured whose employment is subject to the Industrial Insurance Act of Washington, Exclusion e. is replaced with the following:

This insurance does not apply to:

1. "Bodily injury" to 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. 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".

- B. Paragraphs 2.a.(1)(a), (b) and (c) of Section II – Who Is An Insured** apply only to "employees" of the insured whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

With respect to "employees" of the insured whose employment is subject to the Industrial Insurance Act of Washington, the reference to "volunteer workers" is removed from Paragraph 2.(a) of Section II – Who Is An Insured and Paragraph 2.a.(1) of Section II is replaced with the following:

2. Each of the following is also an insured:
  - a. 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" is an insured 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), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;
      - (b) 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) above; or

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WASHINGTON CHANGES – 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 Coverage A – Bodily Injury And Property Damage Liability (Section I – Coverages):

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. and 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.

However, Paragraphs 1.a. and 2. of this exclusion do not apply if such "bodily injury" is sustained by any "employee" of the insured whose employment is subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

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

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. and 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.

However, Paragraphs 1.a. and 2. of this exclusion do not apply if such "personal and advertising injury" is sustained by any "employee" of the insured whose employment is subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

#### 2. Exclusions

This insurance does not apply to:

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

Damages arising out of:

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

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

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

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

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

#### 2. Exclusions

This insurance does not apply to:

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.g. Aircraft, Auto Or Watercraft under Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Paragraph g.(1) 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 that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft

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

This Paragraph g.(2) 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 (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Paragraph g.(2) does not apply to:

- (a) A watercraft while ashore on premises you own or rent;
- (b) A watercraft you do not own that is:
  - (i) Less than 26 feet long; and
  - (ii) Not being used to carry persons or property for a charge;
- (c) 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;
- (d) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

- (e) "Bodily injury" or "property damage" arising out of:
  - (i) 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
  - (ii) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

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

2. Exclusions

This insurance does not apply to:

**Unmanned Aircraft**

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". 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 offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This exclusion does not apply to:

- a. The use of another's advertising idea in your "advertisement"; or
- b. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

C. The following definition is added to the Definitions section:

"Unmanned aircraft" means an aircraft that is not:

- 1. Designed;
- 2. Manufactured; or
- 3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

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

## **EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

LIQUOR LIABILITY COVERAGE PART

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

POLLUTION LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

UNDERGROUND STORAGE TANK POLICY

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

This insurance does not apply to:

### **TERRORISM**

"Any injury or damage" arising, directly or indirectly, out of an "other act of terrorism" that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the "coverage territory". However, this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000 (valued in U.S. dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - a. Physical injury that involves a substantial risk of death; or
  - b. Protracted and obvious physical disfigurement; or

c. Protracted loss of or impairment of the function of a bodily member or organ; or

3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

**B. The following definitions are added:**

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
  - b. The act resulted in damage:
    - (1) Within the United States (including its territories and possessions and Puerto Rico); or
    - (2) Outside of the United States in the case of:
      - (a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
      - (b) The premises of any United States mission; and
  - c. 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.
3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism".
- Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.
- C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.
- D. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

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

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

This endorsement modifies insurance provided under the following:

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

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

This insurance does not apply to:

### **TERRORISM PUNITIVE DAMAGES**

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

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

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

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

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

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

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

## **AMENDMENT OF INSURED CONTRACT DEFINITION**

This endorsement modifies insurance provided under the following:

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

The definition of "insured contract" in the **Definitions** section is replaced by the following:

"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, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WASHINGTON CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

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. Applicability Of The Provisions Of This Endorsement

1. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.
  - a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Part or Policy; or
  - b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:
    - (1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or
    - (2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or

- (3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.
2. If the provisions of this endorsement become applicable, such provisions:
  - a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to an incident(s) of terrorism (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable (for claims made policies, such an endorsement is superseded only with respect to an incident of terrorism (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and
  - b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.
3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.

- B. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:
1. "Terrorism" means activities against persons, organizations or property of any nature:
    - a. That involve the following or preparation for the following:
      - (1) Use or threat of force or violence; or
      - (2) Commission or threat of a dangerous act; or
      - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
    - b. When one or both of the following applies:
      - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
      - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
  2. "Any injury or damage" means any injury or damage covered under any Coverage Part or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or Policy.

C. The following exclusion is added:

#### **EXCLUSION OF TERRORISM**

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or

2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - a. Physical injury that involves a substantial risk of death; or
  - b. Protracted and obvious physical disfigurement; or
  - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs C.5. or C.6. are exceeded.

With respect to this Exclusion, Paragraphs C.5. and C.6. describe the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Part or Policy.

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

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

## **EXCLUSION – PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)**

This insurance 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:

**Perfluoroalkyl And Polyfluoroalkyl Substances**

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".
- b. Any loss, cost or expense arising, in whole or in part, 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, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

**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:

**Perfluoroalkyl And Polyfluoroalkyl Substances**

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".
- b. Any loss, cost or expense arising, in whole or in part, 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, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

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

"Perfluoroalkyl or polyfluoroalkyl substances" means any:

1. Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:
  - a. Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;

- b. Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;
  - c. Perfluoropolyethers (PFPE);
  - d. Fluorotelomer-based substances; or
  - e. Side-chain fluorinated polymers; or
2. Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in Paragraph C.1.

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

**PUNITIVE DAMAGES EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

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

**Punitive Damages**

This insurance does not apply to punitive or exemplary damages. However, in the event an insured is alleged to be legally liable for both compensatory damages and punitive damages, if we provide a defense to the claim for compensatory damages, we will also provide a defense to the claim for punitive damages.

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

**EXCLUSION – LEAD LIABILITY**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

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

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

1. The actual, alleged, or threatened absorption, ingestion, or inhalation by any person of lead, lead based paint, or any other material or substance containing lead;
  2. Any legal obligation of yours for indemnification or contribution due to damages
- arising out of the actual, alleged, or threatened absorption, ingestion, or inhalation by any person of lead, lead based paint, or any other material or substance containing lead; or
3. Any loss, cost or expense arising out of any governmental direction or request that you test for, monitor, cleanup, remove, abate, contain, treat or neutralize lead, paint containing lead, or any other substance or material containing lead.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – ASBESTOS

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:

##### Asbestos

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, exposure to, "asbestos" or "asbestos containing products";
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "asbestos" in any form or "asbestos containing products", including the costs of remedial investigations or feasibility studies, or to the costs of testing, monitoring, cleaning or removal of any property or substance; or
- c. Any loss, cost or expense arising, in whole or part, 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, "asbestos" or any "asbestos containing products", by any insured or by any other person or entity.

- 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:

##### Asbestos

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "asbestos" or "asbestos containing products";
- b. Any loss, cost or expense arising, in whole or in part, 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, "asbestos" or "asbestos containing products", by any insured or by any other person or entity.

C. **The following definitions are added to the Definitions Section:**

1. "Asbestos" means asbestos or asbestos fibers, in any form, including but not limited to, chrysotile, amosite, crocidolite, tremolite, anthophyllite, and actinolite, asbestos particles, asbestos dust or asbestos compounds.
2. "Asbestos containing products" means any product in which "asbestos" is incorporated or forms a part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## TOTAL LIQUOR LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**Exclusion c. Liquor Liability**, of **SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

#### 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;
- (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 IS A CLAIMS-MADE AND REPORTED COVERAGE ENDORSEMENT.**

## **EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE ENDORSEMENT**

Throughout this Coverage Endorsement (hereinafter referred to as "EPL Coverage Endorsement"), the words "you" and "your" refer to the "named insured(s)" shown in the Supplemental Declarations of this EPL Coverage Endorsement and any other person(s) or organization(s) qualifying as a "named insured" under this EPL Coverage Endorsement. 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 III. WHO IS AN INSURED.

Other words and phrases that appear in "quotations" have special meaning. Refer to SECTION VII. DEFINITIONS.

The terms and conditions of the Cancellation Clause of the Common Policy Conditions and any amendment to such terms incorporated by endorsement are hereby incorporated herein and shall apply to coverage as is afforded by this EPL Coverage Endorsement, unless specifically stated otherwise in an endorsement(s) attached hereto.

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### **SECTION I. WHAT IS COVERED**

#### **A. Insuring Agreement**

1. "We" shall pay those "losses" arising out of an "insured's" "wrongful employment act" (other than a "third party violation") against "your" "employees", "recognized volunteers" and applicants for employment to which this insurance applies.
2. If coverage for "third party violations" is shown on the Supplemental Declarations, then "we" shall pay those "losses" arising out of an "insured's" "third party violation".
3. For coverage to apply under this EPL Coverage Endorsement, the "wrongful employment act" must commence or take place after the Retroactive Date, but before the end of the "EPL coverage period". If no Retroactive Date appears on the Supplemental Declarations then the Retroactive Date shall be the date of organization of the "named insured." A "claim" or "suit" for a "wrongful employment act" must be first made against "you" during the "EPL coverage period" or Extended Reporting Periods (if applicable) and reported to "us" pursuant to the terms of this EPL Coverage Endorsement.
4. A "claim" or "suit" by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:
  - a. When written notice of such "claim" or "suit" is received and recorded by any "insured" or by "us", whichever comes first; or
  - b. When "we" make any settlement in accordance with the terms of this EPL Coverage Endorsement.

#### **B. Defense**

1. "We" have the right and duty to defend and appoint an attorney to defend any "claim" or "suit" brought against any "insured" for a "wrongful employment act" to which this insurance applies, even if the "claim" or "suit" is groundless or fraudulent.

At the time a "claim" or "suit" is first reported to "us", "you" may request that "we" appoint a defense attorney of "your" choice. "We" will give full consideration to any such request.

2. "We" have the right to investigate and settle any "claim" or "suit" that "we" believe is proper. "You" shall be entitled to consent to such settlement, provided "your" consent is not unreasonably withheld and is provided as soon as practicable.

If "you" refuse to consent to any settlement that "we" recommend and that is acceptable to the claimant, then "our" liability under this EPL Coverage Endorsement for such "claim" or "suit" shall not exceed the amount for which we could have settled had "your" consent not been withheld at the time of "our" recommendation. "You" shall thereafter negotiate and defend that "claim" or "suit" at "your" own cost and without "our" involvement.

3. "We" shall pay all reasonable costs "we" ask the "insured" to incur while helping "us" investigate or defend a "claim" or "suit". "We", however, will not pay more than \$250 per day for earnings lost by the "insured" because of time taken off from work.

4. "We" shall pay premiums for appeal bonds, or bonds to release property being used to secure a legal obligation, for a covered "suit". "We" shall only pay, however, for bonds valued up to "our" EPL Aggregate Limit of Liability. "We" shall have no obligation to appeal or to obtain these bonds.

5. Payments for "defense costs" are included within the EPL Aggregate Limit of Liability. They are not in addition to the EPL Aggregate Limit of Liability. "Our" duty to defend or to make payment of any "claim" or "suit" pursuant to Paragraphs 1. through 4. of this Clause B., ends after the EPL Aggregate Limit of Liability has been exhausted by payment of "loss", including "defense costs".

6. "We" shall pay all interest on that amount of any judgment within the EPL Aggregate Limit of Liability:

- a. Which accrues after entry of judgment; and
- b. Before "we" pay, offer to pay, or deposit in court that part of the judgment within the EPL Aggregate Limit of Liability.

These interest payments shall be in addition to and not part of the EPL Aggregate Limit of Liability.

#### C. Transfer of Control

1. "You" may take over control of any outstanding "claim" or "suit" previously reported to "us", but only if "we", in "our" sole discretion, decide that you should, or if a court orders "you" to do so.
2. Notwithstanding Paragraph 1. of this Clause C., in all events, if the EPL Aggregate Limit of Liability is exhausted, "we" will notify "you" of all outstanding "claims" or "suits" and "you" will take over control of the defense. "We" will help transfer control of the "claims" and "suits" to "you".
3. "We" shall take whatever steps are necessary to continue the defense of any outstanding "claim" or "suit" and avoid a default judgment during the transfer of control to "you". If "we" do so, "we" shall not waive or give up any of "our" rights. "You" shall pay all reasonable expenses "we" incur for taking such steps after the EPL Aggregate Limit of Liability is exhausted.

## **SECTION II. EXCLUSIONS –WHAT IS NOT COVERED**

This insurance does not apply to:

#### A. Criminal Acts

Any liability arising out of any dishonest, fraudulent, criminal, or malicious act by or at the direction of any "insured". However, to the extent that a "claim" or "suit" is otherwise covered under this EPL Coverage Endorsement "we" will defend a "claim" or "suit" asserting a dishonest, fraudulent, criminal or malicious act until such time as the "insured" is determined to have committed such dishonest, fraudulent, criminal or malicious act;

The "wrongful employment act(s)" of an "insured" shall not be imputed to any other "insured" for the purpose of determining the applicability of this Exclusion A.;

#### B. "Property Damage"

Any liability arising out of "property damage";

#### C. "Bodily Injury"

Any liability arising out of "bodily injury";

#### D. Worker's Compensation, Social Security and Unemployment, Disability and Retirement Benefits

Any liability arising out of any obligation pursuant to any worker's compensation, disability benefits, unemployment compensation, unemployment insurance, retirement benefits, social security benefits or similar law. This exclusion, however, shall not apply to "loss" arising from a "claim" or "suit" for "retaliation";

#### E. Contractual Liability

Any liability arising out of any actual or alleged contractual liability of any "insured" under any express contract or agreement. This exclusion, however, shall not apply to any liability the "insured" would have in the absence of such express contract or agreement;

#### F. ERISA, FLSA, NLRA, WARN, COBRA, and OSHA

Any liability for violation(s) of any of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974 (ERISA), the Fair Labor Standards Act (FLSA) (except the Equal Pay Act), the National Labor Relations Act (NLRA), the Worker Adjustment and Retraining Notification Act (WARN), the Consolidated Omnibus Budget Reconciliation Act (COBRA), the Occupational Safety and Health Act (OSHA), any rules or regulations of the foregoing promulgated thereunder, and amendments thereto or any similar federal, state, local or foreign statutory law or common law.

It is acknowledged that "claims" and "suits" for violation(s) of any of the responsibilities, obligations or duties imposed by "similar federal, state, local or foreign statutory law or common law," as such quoted language is used in the immediately-preceding paragraph, include, without limitation, any and all "claims" and "suits" which in whole or in part allege, arise out of, are based upon, are attributable to, or are in any way related to any of the circumstances described in any of the following:

1. The refusal, failure or inability of any "insured(s)" to pay wages or overtime pay (or amounts representing such wages or overtime pay) for services rendered or time spent in connection with work related activities (as opposed to tort-based back pay or front pay damages for torts other than conversion);
2. Improper deductions from pay taken by any "insured(s)" from any "employee(s)" or purported employee(s); or

**3. Failure to provide or enforce legally required meal or rest break periods;**

Notwithstanding the foregoing, this Exclusion F. shall not apply to the extent that a "claim" or "suit" is for "retaliation";

**G. Prior Knowledge**

Any liability arising out of incidents, circumstances or "wrongful employment acts", which an "insured":

1. Had knowledge of; or
2. Could have reasonably foreseen might result in a "claim" or "suit"

and which were known to the "insured" prior to the effective date of this EPL Coverage Endorsement or the first EPL Coverage Endorsement issued by "us" of which this EPL Coverage Endorsement is an uninterrupted renewal;

**H. Prior Notice**

Any liability arising out of the facts alleged, or to the same or "related wrongful employment acts" alleged or contained in any "claim" or "suit" which has been reported, or in any circumstances of which notice has been given, under any policy of which this EPL Coverage Endorsement is a renewal or replacement or which it may succeed in time;

**I. Prior Litigation**

Any liability arising out of any prior:

1. Litigation; or
2. Administrative or regulatory proceeding or investigation

of which an "insured" had notice, or alleging the same or "related wrongful employment acts" alleged or contained in such pending or prior litigation or administrative or regulatory proceeding or investigation which the "insured" had knowledge of prior to the effective date of this EPL Coverage Endorsement or the first EPL Coverage Endorsement issued by "us" of which this EPL Coverage Endorsement is an uninterrupted renewal.

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### **SECTION III. WHO IS AN INSURED**

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**A. Individual**

If "you" are shown in the Supplemental Declarations of this EPL Coverage Endorsement as an individual, "you" and "your" spouse or "Domestic Partner" are "insureds", only for the conduct of a business of which "you" are the sole owner.

**B. Corporation**

If "you" are shown in the Supplemental Declarations of this EPL Coverage Endorsement as a corporation or organization other than a partnership, joint venture, or limited liability company, "you" and "your" "subsidiaries" are "insureds".

**C. Partnership or Joint Venture**

If "you" are shown in the Supplemental Declarations of this EPL Coverage Endorsement as a partnership or joint venture, "you" are an "insured". "Your" members, partners or co-venturers and their spouses or "Domestic Partners" are also "insureds", but only for the conduct of "your" business.

**D. Limited Liability Company**

If "you" are shown in the Supplemental Declarations of this EPL Coverage Endorsement as 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.

**E. Trusts**

If "you" are shown in the Supplemental Declarations of this EPL Coverage Endorsement as a trust, "you" are an "insured". "Your" trustees are also "insureds", but only with respect to their duties as trustees.

**F. "Employees"**

"Your" "employees", executive officers and directors are "insureds", only for the conduct of "your" business within the scope of their employment or their duties as executive officers or directors.

**G. Extensions**

1. Subject otherwise to the terms hereof, this EPL Coverage Endorsement shall cover "loss" arising from any "claims" or "suits" made against the estates, heirs, or legal representative of deceased individual "insureds", and the legal representatives of individual "insureds", in the event of incompetency, who were individual "insureds" at the time the "wrongful employment acts", upon which such "claims" or "suits" are based, were committed.

2. Subject otherwise to the terms hereof, this EPL Coverage Endorsement shall cover "loss" arising from all "claims" and "suits" made against the lawful spouse (whether such status is derived by reason of statutory law, common law or otherwise of any applicable jurisdiction in the world) or "Domestic Partner" of an individual "insured", including a "claim" or "suit" that seeks damages recoverable from marital community property, property jointly held by the individual "insured" and the spouse or "Domestic Partner", or property transferred from the individual "insured" to the spouse or "Domestic Partner"; provided, however, that this extension shall not afford coverage for a "claim" or "suit" arising out of any "wrongful employment act" of the spouse or "Domestic Partner", but shall apply only to "claims" or "suits" arising out of any "wrongful employment acts" of an individual "insured", subject to this EPL Coverage Endorsement's terms, conditions and exclusions.

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#### **SECTION IV. LIMIT OF LIABILITY (including "defense costs")**

- A.** The EPL Aggregate Limit of Liability shown in the Supplemental Declarations of this EPL Coverage Endorsement and the information contained in this section limits the most "we" shall pay for all "loss" (other than post-judgment interest described in Section I., Clause B., Paragraph 6.) arising out of "claims" and "suits" first made against "insureds" during the "EPL coverage period" or Extended Reporting Periods (if applicable), regardless of:
  - 1. The number of persons or organizations covered by this EPL Coverage Endorsement; or
  - 2. The number of "claims" made or "suits" brought; or
  - 3. The length of the "EPL coverage period".
- B.** The EPL Aggregate Limit of Liability is the most "we" shall pay for all "losses" (other than post-judgment interest described in Section I., Clause B., Paragraph 6.), including amounts incurred for "defense costs".
- C.** The EPL Aggregate Limit of Liability for the Extended Reporting Periods (if applicable) shall be part of, and not in addition to the EPL Aggregate Limit of Liability for the "EPL coverage period".
- D.** All "claims" and "suits" arising from the same or "related wrongful employment acts" shall be treated as arising out of a single "wrongful employment act".
- E.** All "claims" or "suits" arising out of one "wrongful employment act" shall be deemed to be made on the date that the first such "claim" is made or "suit" is brought. All "claims" asserted in a "class action suit" will be treated as arising out of a single "wrongful employment act".
- F.** Any "claim" or "suit" which is made subsequent to the "EPL coverage period" or Extended Reporting Periods (if applicable) which, pursuant to Section VI., Clause D., Paragraphs 3. and 4. is considered made during the "EPL coverage period" or Extended Reporting Periods (if applicable) shall also be subject to the one EPL Aggregate Limit of Liability stated in the Supplemental Declarations of this EPL Coverage Endorsement.

#### **SECTION V. DEDUCTIBLE**

"You" shall be responsible for the deductible amount shown in the Supplemental Declarations of this EPL Coverage Endorsement with respect to each "claim" and "suit" and "you" may not insure against it. A single deductible amount shall apply to "loss" arising from all "claims" and "suits" alleging the same "wrongful employment act" or "related wrongful employment acts". Expenses "we" incur in investigating, defending and settling "claims" and "suits" are included in the deductible. The deductible is not included within the EPL Aggregate Limit of Liability.

At our option, "we" may pay any part or all of the EPL Deductible Amount to effect settlement of any "claim" or "suit" and upon notification of the action taken, "you" shall promptly reimburse "us" for such part of the deductible that has been paid by "us".

#### **SECTION VI. CONDITIONS**

"We" have no duty to provide coverage under this EPL Coverage Endorsement, unless there has been full compliance with all the Conditions contained in this EPL Coverage Endorsement.

##### **A. Assignment**

The interest of any "insured" is not assignable. "You" cannot assign or transfer "your" interest in this EPL Coverage Endorsement without "our" written consent attached to the EPL Coverage Endorsement.

##### **B. Bankruptcy or Insolvency**

"Your" bankruptcy, insolvency or inability to pay, will not relieve "us" from the payment of any "claim" or "suit" covered by this EPL Coverage Endorsement.

Under no circumstances will "your" bankruptcy, insolvency, or inability to pay require "us" to drop down, in any way replace, or assume any of "your" obligations with respect to the Deductible provisions of this EPL Coverage Endorsement.

##### **C. Coverage Territory**

"We" cover "wrongful employment acts" anywhere in the world, but only if the "claim" is made and the "suit" is brought for such "wrongful employment act" in the United States of America, its territories and possessions, Puerto Rico, or Canada.

#### **D. Duties in the Event of an Incident, "Claim" or "Suit"**

1. If, during the "EPL coverage period", incidents or events occur which "you" reasonably believe may give rise to a "claim" or "suit" for which coverage may be provided hereunder, such belief being based upon either written notice from the potential claimant or the potential claimant's representative; or notice of a complaint filed with EEOC, DOL or OFCCP (or similar federal, state or local agency); or upon an oral "claim", allegation or threat, "you" shall give written notice to "us" as soon as practicable and either:
  - a. Anytime during the "EPL coverage period"; or
  - b. Anytime during the Extended Reporting Periods (if applicable).
2. If a "claim" is made or a "suit" is brought against any "insured", "you" must:
  - a. Immediately record the specifics of the "claim" or "suit" and the date received; and
  - b. Provide "us" with written notice, as described in Paragraph 3. of this Clause D., as soon as practicable.
3. Such written notice of "claim" or "suit" shall contain:
  - a. The identity of the person(s) alleging a "wrongful employment act";
  - b. The identity of the "insured(s)" who allegedly were involved in the incidents or events;
  - c. The date the alleged incidents or events took place; and
  - d. The written notice or a memorandum of the oral "claim", allegation or threat referred to above.

If written notice is given to "us" during the "EPL coverage period" or Extended Reporting Periods (if applicable), pursuant to the above requirements, then any "claim" or "suit" which is subsequently made against any "insureds" and reported to "us" alleging, arising out of, based upon or attributable to such circumstances or alleging any "related wrongful employment act" to such circumstances, shall be considered made at the time such notice of such circumstances was first given.

4. If "you" submit written notice of a "claim" or "suit", pursuant to this Clause D., then any "claim" or "suit" that may subsequently be made against an "insured" and reported to "us" alleging the same or a "related wrongful employment act" to the "claim" or "suit" for which such notice has been given shall be deemed, for the purpose of this insurance, to have been first made during the "EPL coverage period" or Extended Reporting Period (if applicable) in effect at the time such written notice was first submitted to "us".

#### **5. "You" and any other "insured" must:**

- a. Immediately send "us" copies of any demands, notices, summonses or legal papers received in connection with any "claim" or "suit";
- b. Authorize "us" to obtain records and other information;
- c. Cooperate with "us" in the investigation, settlement or defense of the "claim" or "suit";
- d. Assist "us", upon "our" request, in the enforcement of any right against any person or organization which may be liable to the "insured" because of injury or damage to which this insurance may also apply;
- e. Take no action, or fail to take any required action, that prejudices the rights of the "insureds" or "us" with respect to such "claim" or "suit".

#### **6. No "insureds" will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without "our" prior written consent.**

#### **E. Transfer of Rights of Recovery Against Others to "Us"**

"You" may be able to recover all or part of a "loss" from someone other than "us". "You", therefore, shall do all that is possible after a "loss" to preserve any such right of recovery. If "we" make a payment under this EPL Coverage Endorsement, that right of recovery shall belong to "us". "You" shall do whatever is necessary, including signing documents, to help "us" obtain that recovery.

#### **F. Extended Reporting Periods**

1. You shall have the right to the Extended Reporting Periods described in Paragraph 2. of this Clause F., in the event that:
  - a. "You" or "we" shall cancel this EPL Coverage Endorsement;
  - b. "You" or "we" shall refuse to renew this EPL Coverage Endorsement; or
  - c. "We" renew this EPL Coverage Endorsement on an other than a claims-made basis or with a Retroactive Date later than the Retroactive Date shown on the Supplemental Declarations of this EPL Coverage Endorsement;
2. If an event as specified in Paragraph 1. of this Clause F. has occurred, "you" shall have the right to the following:

- a. An Automatic Extended Reporting Period of thirty (30) days after the effective date of cancellation or nonrenewal at no additional premium in which to give to "us" written notice of "claims" first made or "suits" first brought against the "insureds" during said Automatic Extended Reporting Period for any "wrongful employment acts" occurring before the end of the "EPL coverage period" and are otherwise covered by this EPL Coverage Endorsement; and
- b. Upon payment of an additional premium of 100% of the full annual premium applicable to this EPL Coverage Endorsement, a Supplemental Extended Reporting Period of one (1) year immediately following the effective date of cancellation or nonrenewal in which to give to "us" written notice of "claims" first made or "suits" first brought against the "insureds" during said Supplemental Extended Reporting Period for any "wrongful employment acts" occurring before the end of the "EPL coverage period" and are otherwise covered by this EPL Coverage Endorsement.

To obtain the Supplemental Extended Reporting Period, "you" must request it in writing and pay the additional premium due, within thirty (30) days of the effective date of cancellation or nonrenewal. The additional premium for the Supplemental Extended Reporting Period shall be fully earned at the inception of the Supplemental Extended Reporting Period. If "we" do not receive the written request as required, "you" may not exercise this right at a later date.

This insurance, provided during the Supplemental Extended Reporting Period, is excess over any other valid and collectible insurance that begins or continues in effect after the Supplemental Extended Reporting Period becomes effective, whether the other insurance applies on a primary, excess, contingent, or any other basis.

#### **G. Change in Control of "Named Insured"**

In the event of a "Transaction" then this EPL Coverage Endorsement shall continue in full force and effect as to "wrongful employment acts" occurring prior to the effective time of the "Transaction", but there shall be no coverage afforded by any provision of this EPL Coverage Endorsement for any actual or alleged "wrongful employment acts" occurring after the effective time of the "Transaction". This EPL Coverage Endorsement may not be cancelled after the effective time of the "Transaction" and the entire premium for this EPL Coverage Endorsement shall be deemed earned as of such time. "You" shall also have the right to the Extended Reporting Periods described in Clause F. of this Section VI.

"You" shall give "us" written notice of the "Transaction" as soon as practicable, but not later than thirty (30) days after the effective date of the "Transaction".

#### **H. Legal Action Against "Us"**

No person or organization has the right to join "us" as a party or otherwise bring "us" into a "suit" asking for damages from an "insured".

#### **I. Other Insurance**

Unless expressly written to be excess over other applicable insurance, it is intended that the insurance provided by this EPL Coverage Endorsement shall be primary.

#### **J. EPL Coverage Endorsement Changes**

This EPL Coverage Endorsement contains all the agreements between "you" and "us" concerning this insurance. The first "named insured" in the Supplemental Declarations of this EPL Coverage Endorsement is authorized to request changes in this EPL Coverage Endorsement. This EPL Coverage Endorsement can only be changed by a written endorsement "we" issue and make part of this EPL Coverage Endorsement.

#### **K. Representations**

Any and all relevant provisions of this EPL Coverage Endorsement may be voidable by "us" in any case of fraud, intentional concealment, or misrepresentation of material fact by any "insured".

#### **L. Special Rights and Duties of the First "Named Insured"**

"You" agree that when there is more than one person and/or entity covered under this EPL Coverage Endorsement, the first "named insured" in the Supplemental Declarations of this EPL Coverage Endorsement shall act on behalf of all "insureds" as to:

1. Giving of notice of a "claim" or "suit";
2. Giving and receiving notice of cancellation or nonrenewal;
3. Payment of premiums and receipt of return premiums;
4. Acceptance of any endorsements issued to form a part of this EPL Coverage Endorsement; or
5. Purchasing or deciding not to purchase the Supplemental Extended Reporting Period.

#### **M. Separation of Insureds**

Except with respect to the EPL Aggregate Limit of Liability and any rights or duties specifically assigned to the first "named insured" in Clause M. of this Section VI, this insurance applies:

1. As if each "named insured" were the only "named insured"; and
2. Separately to each insured against whom a "claim" or "suit" is made.

## N. Tie-In of Limits

As respects any "claim" or "suit" in which at least one person/entity claimed against is an "insured" under this EPL Coverage Endorsement and at least one person/entity claimed against is an insured under any other EPL Coverage Endorsement issued to "you" by "us" (the "Other Policy"), the combined EPL Aggregate Limit of Liability under both this EPL Coverage Endorsement and the "Other Policy" for all "losses" arising from such "claims" or "suits" combined shall not exceed the highest applicable limit of insurance under either this EPL Coverage Endorsement or the "Other Policy". This limitation shall apply even if both this EPL Coverage Endorsement and the "Other Policy" have been triggered due to a "claim" or "suit" made against the same person/entity but alleging "wrongful employment acts" both in his, her or its capacity as an insured under the "Other Policy" and as an "insured" under this EPL Coverage Endorsement.

## O. Headings

The descriptions in the headings of this EPL Coverage Endorsement are solely for convenience, and form no part of the terms and conditions of coverage.

## SECTION VII. DEFINITIONS

- A. "Bodily injury" means physical injury, sickness, or disease, including death resulting therefrom.
- B. "Claim" means a written demand for monetary and non-monetary relief (including any request to toll or waive any statute of limitations). The term "claim" shall also mean an Equal Employment Opportunity Commission (EEOC), Department of Labor (DOL) or Office of Federal Contract Compliance Program (OFCCP) (or similar federal, state or local agency) proceeding or investigation commenced by the filing of a notice of charges, service of a complaint or similar document of which notice has been given to "you". However, in no event, shall the term "claim" include any labor or grievance proceeding, which is subject to a collective bargaining agreement.
- C. "Class action suit" means any suit seeking certification or certified as a class action by a federal or state court.
- D. "Defense costs" means reasonable and necessary fees, costs and expenses consented to by "us" resulting solely from the investigation, adjustment, defense and appeal of a "claim" or "suit" against "you". In no event shall "defense costs" include "your" or "our" routine on-going expenses, including, without limitation, the salaries of "your" or "our" "employees", officers or staff attorneys.
- E. "Domestic partner" means any natural person legally recognized as a domestic or civil union partner under:

1. The provisions of any applicable federal, state or local law; or

2. The provisions of any formal program established by "you".

- F. "Employee" means an individual whose labor or service is engaged by and directed by "you" for remuneration, whether such individual is in a supervisory, co-worker or subordinate position or otherwise, including any part-time, seasonal, and temporary "employees".

An individual who is an independent contractor or leased to "you" shall also be an "employee". Independent contractors who do not provide ongoing and routine services solely for "you" shall not be considered "employees", including but not limited to independent trade contractors (e.g. plumber, electrician).

- G. "EPL coverage period" means the period commencing on the effective date shown in the Supplemental Declarations of this EPL Coverage Endorsement. This period ends on the earlier of the expiration date or the effective date of cancellation of this EPL Coverage Endorsement. If "you" became an "insured" under this EPL Coverage Endorsement after the effective date, the "EPL coverage period" begins on the date "you" became an "insured".

- H. "Loss(es)" means monetary amounts to which this insurance applies and which "you" are legally obligated to pay (including front pay and back pay), judgments, settlements, pre- and post-judgment interest on that part of any judgment paid by "us", statutory attorney fees, and "defense costs"; however, "loss" shall not include:

- 1. Civil or criminal fines or penalties imposed by law;
- 2. Taxes;
- 3. Employment related benefits, stock options, perquisites, deferred compensation or any other type of compensation other than salary, wages or bonus compensation;
- 4. Any liability or costs incurred by any "insured" to modify any building or property in order to make said building or property more accessible or accommodating to any disabled person, or any liability or costs incurred in connection with any educational, sensitivity or other corporate program, policy or seminar; or
- 5. Matters which may be deemed uninsurable under the law pursuant to which this EPL Coverage Endorsement shall be construed.

Where permitted by law, "loss" shall include punitive or exemplary damages imposed upon any "insured" (subject to the policy's other terms, conditions and exclusions).

- I. "Named insured" means the person or organization designated in the Supplemental Declarations page of this EPL Coverage Endorsement.

- J. "Property damage" means physical injury to, or destruction of, tangible property including the loss of use thereof, or loss of use of tangible property, which has not been physically injured or destroyed.
- K. "Recognized volunteer" means an uncompensated individual who volunteers labor or services to "you", but only when performing such labor or services at the request of and under the direction of "you".
- L. "Related wrongful employment act(s)" means "wrongful employment acts" which are the same, related or continuous, or "wrongful employment acts" which arise from a common nucleus of facts. "Claims" or "suits" can allege "related wrongful employment acts", regardless of whether such "claims" or "suits" involve the same or different claimants, "insureds" or legal causes of actions.
- M. "Retaliation" means a "wrongful employment act" of an "insured" alleged to be in response to, the actual or attempted exercise by an "employee" of any right that such "employee" has under the law. Provided, however, "retaliation" shall not include the "wrongful employment act" of an "insured" alleged to be in response to the threat of or the actual filing of any claim or suit under the Federal False Claims Act or any other federal, state, local or foreign "whistleblower law".
- N. "Subsidiary" means:
1. Any for-profit organization which, on or before the inception of the "EPL coverage period", is more than fifty (50%) percent owned by the "named insured", either directly or indirectly through one or more of its "subsidiaries"; or
  2. A for-profit organization which becomes a "subsidiary" during the "EPL coverage period", but only upon the condition that within ninety (90) days of its becoming a "subsidiary", the "named insured" shall have provided "us" with full particulars of the new "subsidiary" and agreed to any additional premium or amendment of the provisions of this EPL Coverage Endorsement required by "us" relating to such new "subsidiary". Further, coverage as shall be afforded to the new "subsidiary" is conditioned upon the "named insured" paying when due any additional premium required by "us" relating to such new "subsidiary".
- In all events, coverage as is afforded under this EPL Coverage Endorsement with respect to a "claim" made or "suit" brought against any "subsidiary" or an "insured" of any "subsidiary", shall only apply to "wrongful employment act(s)" commenced or allegedly commenced after the effective time that such "subsidiary" became a "subsidiary", and prior to the time that such "subsidiary" ceased to be a "subsidiary".
- O. "Suit" means a civil proceeding or an administrative proceeding seeking money damages, and includes an arbitration, mediation or any other alternative dispute resolution procedure seeking such damages, to which the "insured" must submit or may submit with "our" consent. "Suit" shall not include any civil proceeding or administrative proceeding arising from any labor or grievance dispute which is subject to a collective bargaining agreement.
- P. "Third party violation" means any actual or alleged discrimination or sexual harassment against "your" customers, vendors or clients. "Third party violation" shall also include any of the following as it relates to such discrimination or sexual harassment:
1. Violation of an individual's civil rights;
  2. Libel;
  3. Slander;
  4. Humiliation;
  5. Mental anguish;
  6. Infliction of emotional distress;
  7. Defamation; or
  8. Invasion of privacy;
- Q. "Transaction" means any of the following that occur during the "EPL coverage period":
1. The "named insured" shall consolidate with or merge into, or sell all or substantially all of its assets to any other person or entity or group of persons or entities acting in concert; or
  2. Any person or entity or group of persons or entities acting in concert shall acquire an amount of the outstanding securities representing more than fifty (50%) percent of the voting power for the election of directors or General Partners of the "named insured" (in the event the "named insured" is a Partnership), or acquires the voting rights of such an amount of such securities; or
  3. A General Partner of the "named insured" (in the event the "named insured" is a partnership) withdraws, resigns or is terminated;

An organization becomes a "subsidiary" when the "named insured" owns more than fifty (50%) percent ownership interest in such "subsidiary", either directly, or indirectly through one or more of its "subsidiaries". An organization ceases to be a "subsidiary" when the "named insured" ceases to own more than a fifty (50%) percent ownership in such "subsidiary", either directly, or indirectly through one or more of its "subsidiaries".

- R. "Whistleblower law" means a statute, rule or regulation, which protects an employee against discrimination from his or her employer, if the employee discloses or threatens to disclose to a superior or any governmental agency; or who gives testimony relating to, any action with respect to the employer's operations, which may be a violation of public policy as reflected in legislation, administrative rules, regulations or decisions, judicial decisions, and professional codes of ethics.
- S. "Wrongful employment act(s)" means any actual or alleged:
1. Wrongful dismissal, discharge or termination (either actual or constructive), including breach of an implied contract;
  2. Harassment or coercion (including sexual harassment, whether quid pro quo, hostile work environment or otherwise);
  3. Discrimination (including but not limited to discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy or disability);
  4. "Retaliation" (including lockouts);
  5. Employment-related misrepresentation(s) to "your" "employee" or applicant for employment with "you";
  6. Employment-related libel, slander, humiliation, mental anguish, infliction of emotional distress, defamation, or invasion of privacy;
  7. Wrongful failure to employ or promote;
  8. Wrongful deprivation of career opportunity, wrongful demotion or negligent "employee" evaluation, including the giving of negative or defamatory statements in connection with an "employee" reference;
  9. Wrongful discipline;
  10. Failure to provide or enforce adequate or consistent corporate policies and procedures relating to any "wrongful employment act";
  11. Negligent supervision or hiring by an "insured", relating to any of the above;
  12. Violation of an individual's civil rights relating to any of the above; or
  13. "Third party violations", but only if coverage for "third party violations" is shown on the Supplemental Declarations.

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

## **WASHINGTON CHANGES**

This endorsement modifies insurance provided under the following:

### **EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE ENDORSEMENT**

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

1. Clause **E. Transfer Of Rights Of Recovery Against Others To "Us"** is replaced by the following:  
**E. Transfer Of Rights Of Recovery Against Others To "Us"**

"You" may be able to recover all or part of a "loss" from someone other than "us". "You", therefore, shall do all that is possible after a "loss" to preserve any such right of recovery. If "we" make a payment under this EPL Coverage Endorsement, that right of recovery shall belong to "us" to the extent of "our" payment. "You" shall do whatever is necessary, including signing documents, to help "us" obtain that recovery.

2. Clause **L. Special Rights and Duties Of the "Named Insured"**, Paragraph 2. is replaced by the following:  
2. Giving and receiving notice of cancellation or nonrenewal, provided, however, in the event of a cancellation by "us", "we" will notify all "named insureds" in the Supplemental Declarations;

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

## **EXCLUSION – DISCRIMINATION**

This endorsement modifies insurance provided under the following:

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

The following exclusion is added to Paragraph 2, Exclusions of **Section I – Coverage A – Bodily Injury and Property Damage Liability** and Paragraph 2, Exclusions of **Section I - Coverage B – Personal and Advertising Injury**:

This insurance does not apply to "bodily injury", including psychological injury, "property damage" or "personal and advertising injury" arising out of, based upon, or attributable to the actual or alleged violations of civil rights or acts of discrimination against any person based on gender, age, race, religion, national origin or health status, or any other basis of discrimination prohibited by law.

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", "property damage" or "personal and advertising injury" involved that which is described in the paragraph above.

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

## **EXCLUSION – AMMUNITION OR FIREWORKS**

This endorsement modifies insurance provided under the following:

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

The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability, Paragraph 2. Exclusions of Section I – Coverages – Coverage B – Personal And Advertising Injury Liability and Paragraph 2. Exclusions of Section I – Coverages – Coverage C – Medical Payments:

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" or medical expenses arising directly or indirectly out of the purchasing, selling, manufacturing, storage, handling, or igniting of any and all ammunitions or explosive devices including "fireworks", "dangerous fireworks", or "sparkling devices" regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for you or for others.

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", "property damage", "personal and advertising injury" or medical expenses involved that which is described in the paragraph above.

For the purpose of this endorsement, the following definitions apply:

"Fireworks" means any combustible or exploding device for producing a striking display of light or loud noise, or any pyrotechnic display including but not limited to entertainment display fireworks, articles of pyrotechnic, special effects, consumer fireworks, blank cartridges, and "sparkling devices".

"Dangerous fireworks" means any "fireworks" capable of causing serious physical injury and are firecrackers containing more than fifty (50) milligrams of any explosive substance, torpedoes, skyrockets, and rockets, roman candles, and bombs.

"Sparkling devices" means any ground-based or hand-held device that produce a shower of white, gold, or colored sparks, a colored flame, an audible crackling or whistle, or smoke as their primary pyrotechnic effect.

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

## **EXCESS PROVISION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 4. Other Insurance of Conditions (Section IV) is replaced by the following:

The coverage afforded under this Coverage Part will be excess over any other valid and collectible insurance whether that insurance is primary, excess, contingent or on any other basis.

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

## **EXCLUSION – TRAMPOLINES**

This endorsement modifies insurance provided under the following:

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

The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverages, Coverage A – Bodily Injury and Property Damage Liability**, Paragraph 2. **Exclusions of Section I - Coverage B – Personal and Advertising Injury Liability** and Paragraph 2. **Exclusions of Coverage C – Medical Payments**:

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" or medical expenses arising out of the ownership, maintenance or use of a trampoline or springboard.

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", "property damage", "personal and advertising injury" or medical expenses involved that which is described in paragraph above.

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

## **EXCLUSION –MECHANICALLY OPERATED AMUSEMENT DEVICES**

This endorsement modifies insurance provided under the following:

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

The following exclusion is added to Paragraph 2. Exclusions of **Section I – Coverages, Coverage A – Bodily Injury and Property Damage Liability**, Paragraph 2. Exclusions of **Section I - Coverage B – Personal and Advertising Injury Liability** and Paragraph 2. Exclusions of **Coverage C – Medical Payments**:

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" or medical expenses arising out of the ownership, operation, maintenance or use of any mechanically operated amusement device.

For purposes of this endorsement, a mechanically operated amusement device includes but is not limited to any mechanically operated device a person rides for enjoyment. This includes a ski tow or tow when used in connection with a water slide, or bungee operation or equipment.

Mechanically operated amusement device does not include any video arcade or computer game.

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", "property damage", "personal and advertising injury" or medical expenses involved that which is described in paragraph above.

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

## **LIMITED SEXUAL OR PHYSICAL ABUSE LIABILITY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

<b>Physical Abuse and Molestation Limit of Insurance</b>	
<b>Sexual and Physical Abuse each Claim</b>	<b>\$100,000</b>
<b>Sexual and Physical Abuse Aggregate Limit</b>	<b>\$100,000</b>

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

Unless specifically stated in this endorsement, all terms, conditions, exclusion and definitions of the Commercial General Liability Coverage Part apply.

With respect to the coverage provided by this endorsement only, the following coverage is added to **SECTION I – COVERAGES, Coverage A – Bodily Injury And Property Damage and Coverage B – Personal And Advertising Injury Liability:**

**A. Coverage**

**1. Insuring Agreement**

We will pay those sums the insured becomes legally obligated to pay as damages because of "bodily injury" or emotional harm arising out of "sexual abuse" or "physical abuse" caused by the negligent:

- a. Employment;
- b. Hiring;
- c. Investigation;
- d. Supervision;
- e. Training;
- f. Reporting to the proper authorities, or failure to so report; or
- g. Retention

of any person for whom the insured is legally responsible.

This coverage applies only with respect to the "sexual abuse" or "physical abuse" which takes place in the "coverage territory" which first occurs during the policy period.

**2. Exclusions**

For the purpose of this coverage, the following exclusions are added to Paragraph 2. **Exclusions of Section I Coverages, Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to any person who:

- a. Committed or attempted to commit;
- b. Participated in;
- c. Directed;
- d. Knowingly allowed; or
- e. Failed to take action to prevent recurrence after having knowledge of: any act of "sexual abuse" or "physical abuse".

## **B. Limits of Insurance**

For the purpose of this endorsement, the following is added to **Section III– Limits of Insurance:**

1. The most we will pay for this coverage because of any one occurrence of "sexual abuse" or "physical abuse" is the Sexual and Physical Abuse each Claim Limit of Insurance shown in the Schedule of this endorsement which is part of, and not in addition to the Each Occurrence Limit shown in the Declarations.
2. Subject to **Section III – Limits of Insurance**, the Sexual and Physical Abuse Aggregate Limit of Insurance shown in the Schedule of this endorsement is the most we will pay under this coverage for all damages because of "sexual abuse" or "physical abuse". The Sexual and Physical Abuse Aggregate Limit shown in the Schedule of this endorsement is part of, and not in addition to the General Aggregate Limit shown in the Declarations.
3. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

Multiple incidents of "sexual abuse" or "physical abuse" which take place over multiple policy periods for which this coverage is provided shall be deemed to constitute one "occurrence" and shall be deemed to occur at the time of such first incident. Coverage for such "occurrence" shall be provided under the policy, if any, which is in place at the time of the first such incident.

## **C. Definitions**

For coverage provided by this endorsement, the following are added to **Section V – Definitions:**

1. "Sexual abuse" means sexual molestation including but not limited to sexual exploitation, deliberate physical contact of a sexual nature, or illicit conduct of a sexual nature not involving physical contact.
2. "Physical abuse" means physical mistreatment, the improper or excessive touching, handling or treatment of a person including excessive force and harsh insulting language.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## GENERAL LIABILITY SPECIALTY SOLUTIONS ENHANCEMENT

This endorsement modified insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM (CG 00 01)

### SUMMARY OF COVERAGES

Description	Limit Of Insurance
Abduction	\$50,000 per Abduction/\$50,000 Aggregate/\$1,000 deductible
Additional Insured – Broad Form Vendors	Included
Additional Insured – Lessor Of Leased Equipment	Included
Additional Insured – Managers Or Lessors Of Premises	Included
Additional Insured – State Or Political Subdivisions – Permits	Included
Additional Insureds By Written Contract	Included
Broad Form Property Damage	\$25,000 Per Occurrence
Broad Knowledge/Notice Of Occurrence	Included
Damage To Premises Rented To You	\$300,000 Any One Premises
Designated Location(s) – General Aggregate Limit	Included
Employee Bodily Injury To A Co-Employee	Included
Insured Contract Amended	Included
Medical And Dental Payments	\$10,000 Medical Expense Limit
Mobile Equipment	Included
Non-Owned Watercraft	51 Feet
Occupational License Review Expense	\$2,500 Per Review/\$5,000 Aggregate
Property Damage Liability – Borrowed Equipment	\$25,000 Occurrence/\$50,000 Aggregate
Property Damage Liability – Elevator And Sidetrack Agreement	Included
Supplementary Payments Increased Limits	
Bail Bonds	\$2,500
Loss Of Earnings Per Day	\$1,000
Unintentional Failure To Disclose Hazards	Included
Waiver Of Transfer Of Rights Of Recovery Against Others To Us	Included

The terms and conditions of this policy are amended as indicated below:

**I. Non-Owned Watercraft**

**SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE, Exclusion 2.g.(2)** is revised as follows:

This exclusion does not apply to:

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

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your expressed or implied consent, either uses or is responsible for the use of the watercraft.

This provision does not apply if the insured has any other insurance for "bodily injury" or "property damage" liability that would also be covered under this provision, whether the other insurance is primary, excess, contingent or on any other basis. In that case, this provision does not provide any insurance.

**II. Damage To Premises Rented To You**

Under **SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE**, the last paragraph of 2. is deleted and replaced with the following:

Exclusions c. through n. do not apply to "Property Damage" to the premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage which is the greater of:

1. The Damage To Premises Rented To You Limit for Each Occurrence shown in the Declarations; or
2. \$300,000

Under **Section III – LIMITS OF INSURANCE**, paragraph 6. does not apply.

**III. Supplementary Payments**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A & B**, are revised as follows:

1. In paragraph 2., the limit of \$250 for bail bonds is increased to \$2,500.
2. In paragraph 4., the limit of \$250 for daily loss of earnings is increased to \$1,000.

**IV. Medical And Dental Payments**

Under **SECTION I – COVERAGES, COVERAGE C. MEDICAL PAYMENTS**, if **COVERAGE C. MEDICAL PAYMENTS**, is not otherwise excluded from this Coverage Part:

1. The Medical Payments Limit is changed to the greater of:
  - a. \$10,000; or
  - b. The Medical Expenses Limit shown in the Declarations of this Coverage Part.
2. The provision, in C.1.a.(2) that the expenses must be incurred and reported to us within one year of the date of the accident, is increased to three years.

**V. Broad Form Property Damage**

Under **SECTION I – COVERAGE A**, Exclusion 2.j. is amended as follows:

1. Paragraph (3) does not apply.
2. Paragraphs (4) and (6) do not apply to customer's property at your described premises.

We do not cover any property:

1. Subject to motor vehicle registration; or
2. While being used to perform construction operations.

Our limit for any one "occurrence" under this coverage provision is \$25,000.

The insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured, and **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS 4**. Other Insurance is changed accordingly.

## **VI. Occupational License Review Expense**

The following is added under **SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

### **1. Insuring Agreement**

Subject to the per review and annual aggregate limits of insurance stated in this endorsement, we agree to pay the "insured" for reasonable and necessary covered expenses, as listed below, incurred and paid by the "insured" as a direct result of a "occupational license review", conducted by a governmental bureau, board, commission or department, occurring during the policy period and in the "coverage territory".

#### a. Covered Expenses include:

- (1) Fees and expenses of any licensed independent investigative services or legal counsel, hired by the "insured" for the purpose of assisting or representing the "insured" at the "occupational license review"; and
- (2) Costs of travel, accommodations, and meals incurred by the "insured" in order to appear before the governmental bureau, board, commission or department.

#### b. Exclusions

This coverage will not pay for:

- (1) Hearing fees; or
- (2) Fines, judgments, lawsuits, or settlement amounts as the result of or in conjunction with the "occupational license review"; or
- (3) Expense(s) directly or indirectly caused or resulting from the fraudulent, dishonest, or criminal acts of the "insured", any director or officer of the "insured", or agents thereof, whether acting alone or in collusion with others; or
- (4) Lost salary or wages claimed by or for any "insured" while preparing for or attending the "occupational license review".

### **2. For the purposes of the coverage provided by this provision, SECTION III – LIMITS OF INSURANCE is amended as follows:**

With respect to this endorsement only, the following apply:

- a. The per review limit of insurance shown in this endorsement is the most we will pay per review, regardless of the number of "insureds" reviewed or subject to the "occupational license review".
- b. The annual aggregate limit of insurance shown in this endorsement is the most we will pay for all covered expenses for each policy period.
- c. In the event that the "occupational license review" continues over more than one policy period, the expenses shall be limited to the annual aggregate applicable to the policy period when the license review began.
- d. In no event will any expense claimed for an "occupational license review" be recoverable as expense for another "occupational license review".
- e. The limits of insurance stated in this endorsement are not part of and are in addition to, the Liability Limits of Insurance shown in the Declarations for this policy.

### **3. For the purposes of the coverage provided by this provision, the following are added under SECTION IV-COMMERCIAL GENERAL LIABILITY CONDITIONS:**

- a. In the event of a "occupational license review" during the policy period, the "insured" will:
  - (1) Make every reasonable effort to give us immediate written notice and timely updates concurrent with activity regarding the "occupational license review";
  - (2) Provide us with the official report of the "occupational license review"; and
  - (3) Provide us with documentation, including receipts, for expenses claimed under this coverage.
- b. The insurance under this endorsement will be excess over any other valid insurance or bond.

4. For the purposes of the coverage provided by this provision, the following are added under SECTION V – DEFINITIONS:
- a. "Insured" as used in this endorsement means an employee of the Named Insured shown in the Declarations, but does not include leased or temporary workers or volunteers. "Insured" does not include the Named Insured, unless the Named Insured is an individual person operating as a sole proprietorship, or any other business, whether corporation, partnership, limited liability company or other organization. "Insured" only includes natural persons.
  - b. "Occupational license review" means a formal or informal proceeding conducted by a governmental bureau, board, commission or department charged with regulating the "insured's" occupational license and involving the review, modification, denial, suspension, or nonrenewal of the "insured's" occupational license or involving disciplinary action against the "insured", including proceedings to impose a forfeiture or penalty; but "occupational license review" does not include a proceeding concerning any criminal or civil charge brought against the "insured".

## VII. Abduction

The following is added under SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

### 1. Insuring Agreement

Subject to the limits, aggregate and deductible as stated in this endorsement, we agree to pay the insured for reasonable and necessary Covered Expenses, as listed below, incurred and paid by the insured or "Guardian(s)" as a direct result of an "abduction" occurring during the policy period and in the "coverage Territory", provided that such "abduction" is otherwise the subject of this endorsement hereunder. Payment of such Covered Expenses may continue until the earliest of the following unless otherwise stated:

- a. Up to fourteen (14) days after the recovery of the "Covered Individual(s)"; or
- b. Discovery of the death of the "Covered Individual(s)"; or
- c. Twelve (12) months after the date of the "abduction".

Covered Expenses include the following incurred expenses:

- a. Fees and expenses of any independent investigative services, provided that we have given prior consent to the use of such independent investigative services; and
- b. Reward to an "Informant" for information leading to the recovery of the "Covered Individual(s)" and the arrest and conviction of the party(ies) responsible for the "abduction"; and
- c. Fees and expenses of independent forensic analysts engaged by the insured or "Guardian(s)" with prior authorization from us; and
- d. Fees and expenses of public relations consultants to assist in the location of the "Covered Individual(s)"; and
- e. Publicity costs incurred solely and directly to assist in the resolution of an "abduction"; and
- f. Costs of travel and accommodations incurred by the insured or "Guardian(s)" while attempting to resolve an "abduction"; and
- g. Rest and rehabilitation expenses including travel, lodging and meals of the "Covered Individual(s)" and "Guardian(s)" incurred by the "Guardian(s)" and paid by the insured following resolution of the loss covered hereunder. The total amount under this provision shall not exceed \$10,000 for any single loss; and
- h. Lost salary of "Guardian(s)", which is the amount of compensation paid at an annual rate including the average bonuses and commissions, that the "Guardian(s)" would normally have earned; and
- i. Fees for psychological or psychiatric counseling for the benefit of "Guardian(s)", or siblings of the "Covered Individual(s)" beginning on the date of recovery of the "Covered Individual(s)", until the earliest of the following:
  - (1) Up to three (3) months after the recovery or discovery of the death of the "Covered Individual(s)"; or
  - (2) Twelve (12) months after the date of the "abduction"; and

- j. Fees for psychological or psychiatric counseling for the benefit of "Covered Individual(s)" beginning on the date of recovery of the "Covered Individual(s)" and continuing up to twelve (12) months thereafter; and
  - k. Medical services and hospitalization costs incurred for the "Covered Individual(s)" as a result of the "abduction" beginning on the date of recovery of the "Covered Individual(s)" and continuing up to twelve (12) months thereafter; and
  - I. Funeral and burial expenses of "Covered Individual(s)" resulting from an "abduction".
- 2. Exclusions**
- We will not pay any expense(s) directly or indirectly caused or resulting from:
- a. The fraudulent, dishonest, or criminal acts of any "Insured", any director or officer of the "Insured", parents or "Guardian(s)" or agents thereof, whether acting alone or in collusion with others; or
  - b. Any legal liability or costs of defense for administrative, regulatory, judicial or other claims hearings or lawsuits arising out of the "abduction"; or
  - c. Payment of any "ransom" or demand for money.

For the purposes of the abduction coverage provided by this provision, **SECTION III – LIMITS OF INSURANCE** is amended as follows:

1. The Limits of Insurance shown on this Endorsement and the rules below fix the most that we will pay regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bring "suits".
  2. The Aggregate Limit shown on this Endorsement is the most we will pay for all Covered Expenses for each policy period.
- All expenses arising from an act or series of related acts involving one or more persons or an act error or event or a series of related acts, errors or events shall be treated as arising out of one "abduction". However we will not pay for any loss resulting from an "abduction" which is part of a series of related acts that began prior to the effective date of this insurance.
3. In no event will any expense claimed, incurred or paid under one "abduction" be recoverable under another "abduction".
  4. The "abduction" limit is included as part of the Limits of Insurance under the Liability and Medical Expenses Aggregate Limit.
  5. We will not pay for loss in any one "abduction" until the amount of loss exceeds the deductible shown on this Endorsement. We will than pay the amount of loss in excess of the deductible up to the applicable Limit of Insurance as shown in this Endorsement. The deductible will not reduce the Limit of Insurance.

For the purposes of the abduction coverage provided by this provision, the following are added under **SECTION IV-COMMERCIAL GENERAL LIABILITY CONDITIONS**:

1. In the event of an "abduction" during the Policy Period, the "Insured" will make every reasonable effort to:
  - (a) Determine that the "abduction" has actually occurred prior to incurring costs; and
  - (b) Give immediate oral and written notice to us with periodic and timely updates concurrent with activity occurring during the incident; and
  - (c) Immediately notify local, national or other appropriate law enforcement agency having jurisdiction over the matter.
2. **Confidentiality**  
The "Insured" will use all reasonable efforts not to disclose the existence of this Endorsement.
3. **Other Insurance**  
The insurance under this Endorsement will be excess over any other valid insurance.

#### **4. Cooperation**

You must cooperate with us in all matters pertaining to this insurance as stated in its terms and conditions.

#### **5. Due Diligence**

You and every insured or "guardian" must exercise due diligence in doing all things reasonably practicable to avoid or diminish any loss covered under this insurance.

For the purposes of the abduction coverage provided by this provision, the following are added under **SECTION V – DEFINITIONS:**

1. "Abduction" means the wrongful and illegal seizure of a "Covered Individual(s)", by someone other than a "Guardian(s)" or an agent thereof, from the "premises" of the insured or on any other premises while such "Covered Individual(s)" are under the control of the insured occurring during the policy period. "Abduction" as used in this endorsement does not include the actions of any official acting within their lawful authority.
2. "Covered Individual(s)" means individual(s) under the care, custody and control of the insured.
3. "Informant" means any person, other than a "Covered Individual", providing information not otherwise obtainable solely in return for a reward offered by the insured.
4. "Guardian(s)" means the natural and legal Parent(s) or legal and appointed Guardian, step-Parent(s) or foster Parent(s) of a "Covered Individual(s)" regardless of who has legal custody.
5. "Premises" means any place the insured conducts business.
6. "Ransom" means a consideration paid or demanded for the release of a "Covered Individual(s)" from captivity.

#### **VIII. Property Damage Liability – Elevators And Sidetrack Agreements**

The following is added under **SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

1. Exclusions j. (3), (4) and (6) do not apply to the use of elevators.
2. Exclusion k. does not apply to:
  - a. The use of elevators; or
  - b. Liability assumed under a sidetrack agreement.

The insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured, and **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS 4. Other Insurance** is changed accordingly.

#### **IX. Designated Location(s)-General Aggregate Limit**

The following is added under **SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

1. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A** (Section I), and for all medical expenses caused by accidents under **COVERAGE C** (Section I), which can be attributed only to operations at a single designated "location" shown in the Declarations:
  - a. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - b. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
    - (1) Insureds;
    - (2) Claims made or "suits" brought; or
    - (3) Persons or organizations making claims or bringing "suits".

- c. Any payments made under **COVERAGE A**, for damages or under **COVERAGE C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" also shown in the Declarations.
  - d. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.
2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A** (Section I), and for all medical expenses caused by accidents under **COVERAGE C** (Section I), which cannot be attributed only to operations at a single designated "location" shown in the Declarations:
- a. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  - b. Such payments shall not reduce any Designated Location Aggregate Limit.
3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
4. The following is added under **SECTION V – DEFINITIONS**
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
5. The provisions of **LIMITS OF INSURANCE** (SECTION III) not otherwise modified by this coverage shall continue to apply as stipulated.

## X. Property Damage Liability – Borrowed Equipment

The following is added to Exclusion j. under **Coverage A**. (Section I):

Paragraph (4) of this exclusion does not apply to equipment which you borrow unless the "property damage" occurs while such equipment is being used by an insured at a job site.

Subject to all of the terms of **SECTION III – LIMITS OF INSURANCE**, the maximum limit in any one occurrence is \$25,000 and an annual aggregate of \$50,000.

This insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible) available to you, and **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** 4. Other Insurance is changed accordingly.

## XI. Additional Insureds By Written Contract

- A. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you are required to add as an additional insured to this policy by a written contract or written agreement that is:
  - 1. Currently in effect or becoming effective during the term of this policy; and
  - 2. Executed prior to the "bodily injury", "property damage", "personal and advertising injury".
- B. The insurance provided to the additional insured applies as follows:
  - 1. That person or organization is only an additional insured with respect to liability caused by your negligent acts or omissions at or from:
    - (a) Premises you own, rent, lease, or occupy or
    - (b) Your ongoing operations performed for the additional insured at the job indicated by written contract or agreement.
  - 2. The limits of insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this policy whichever is less. These limits of insurance are inclusive of and not in addition to the limits shown in the Declarations.

- C. With respect to the insurance afforded these additional insureds, the following additional insured exclusion applies:
1. If the additional insured is an architect, engineer, or surveyor, this insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
    - (a) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings, designs or specifications; or
    - (b) Supervisory, inspection, architectural or engineering activities.
  2. The insurance afforded the additional insured does not apply to:
    - (a) "Bodily injury" or "property damage" occurring after:
      - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on the behalf of the additional insured(s) at the site of the covered operations has been completed; or
      - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than the contractor or subcontractor engaged in performing operations for a principal as part of the same project.

## XII. Additional Insured – State or Political Subdivisions – Permits

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

1. Any state or political subdivision which has issued a permit to you, subject to the following provisions:
  - a. This insurance applies only with respect to operations performed by you or on your behalf for which the state, governmental agency or political subdivision has issued a permit or authorization.
  - b. This insurance does not apply to:
    - (1) "Bodily injury", "property damage", "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
    - (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

## XIII. Additional Insured – Managers Or Lessors of Premises

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

1. Any manager or lessor of premises shown in the Declarations is also an insured, 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 Declarations and subject to the following additional exclusions:

The following exclusions are added:

1. This insurance does not apply to:
  - a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
  - b. Structural alterations, new construction or demolition operations performed by or on behalf of any manager or lessor of premises shown in the Declarations.

## XIV. Additional Insured – Lessor of Leased Equipment

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

1. The person(s) or organization(s) who leases equipment to you for use in your business is also an insured, but only with respect to liability for "bodily injury", "property damage", "personal and advertising injury" caused, in whole or in part, by your negligent acts or omissions in the maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- c. Does not apply to any "occurrence" which takes place after the equipment lease expires;

2. With respect to the insurance afforded to the Lessor, the following additional exclusions apply:

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

- (1) The assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the Lessor would have in the absence of the contract or agreement;

- (2) Any express warranty made by the Lessor;
- (3) The demonstration, installation, servicing, inspections, adjustments, tests, repair, or maintenance operations by or for the Lessor;
- (4) The negligence or strict liability of the Lessor for its own acts or omissions or those of its employees or anyone else acting on its behalf; or
- (5) Any failure on the part of the Lessor to provide information, instructions and/or warnings with respect to the maintenance, use or operation of the equipment.

#### **XV. Additional Insured – Broad Form Vendors**

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

1. Any person(s) or organization(s) (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance is also an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of a vendor's business, subject to the following additional exclusions:
  - a. The insurance afforded the vendor does not apply to:
    - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - (2) Any express warranty unauthorized by you;
    - (3) Any physical or chemical change in the product made intentionally by the vendor;
    - (4) Repackaging, except when unpacked solely for the purpose of inspection; demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
    - (5) Any failure to make such inspections, adjustments, tests, or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
    - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.
    - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
    - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
      - (a) The exceptions contained in Sub-Paragraphs (4) or (6); or
      - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
  - b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
  - c. This provision does not apply to any vendor included as an insured by an endorsement issued by us and made part of the Coverage Part.
  - d. This provision does not apply if "bodily injury" or "property damage" included within the "products-complete hazards" is excluded either by the provisions of the Coverage Part or by endorsement.

#### **XVI. Employee Bodily Injury To A Co-Employee**

**SECTION II- WHO IS AN INSURED paragraph 2.a.(1)** is replaced by the following:

However, none of these "employees" or "volunteer workers" are insureds for "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 the co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;

However, if a suit seeking damages for "bodily injury" or "personal and advertising injury" to any co-"employee" or other "volunteer worker" arising out of and in the course of the co-"employee's" or "volunteer worker's" employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of the co-"employee" or other "volunteer worker", is brought against you or a co-"employee" or a "volunteer worker", we will reimburse the reasonable costs that you incur in providing a defense to the co-"employee" or "volunteer worker" against such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

#### XVII. Broad Knowledge/Notice Of Occurrence

The following is added under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The requirement in condition 2.a. that you must see to it that we are notified of an "occurrence" or offense applies only when the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. A member, if you are a joint venture;
4. An "Executive Officer" or insurance manager, if you are a corporation; or
5. A member, if you are a limited liability company.

The requirement in condition 2.b. that you must see to it that we receive notice of a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. A member, if you are a joint venture;
4. An "Executive Officer" or insurance manager, if you are a corporation; or
5. A member, if you are a limited liability company.

If you report an accident to your Workers' Compensation insurance carrier which later develops into a liability occurrence, coverage for which is provided by this policy, failure to report such occurrence to us at the time of the accident shall not be a violation of the notification of loss condition in this policy (**Condition 2. in Section IV**). It is understood and agreed, however, that you shall give notification of such occurrence to us as soon as you are made aware of the fact that the particular accident has developed into a liability claim.

#### XVIII. Unintentional Failure To Disclose Hazards

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph 6. Representations is replaced by the following:

By accepting this policy, you agree:

1. The statements in the Declarations are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this policy in reliance upon your representations;

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

## **XIX. Waiver Of Transfer Of Rights Of Recovery Against Others To Us**

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the paragraph **8. Transfer of Rights of Recovery Against Others To Us** condition is amended by the addition of the following:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and include in the "products – completed operations hazard" when you have waived such right of recovery under a written contract with that person or organization. Such written contract must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury", "property damage", "personal and advertising injury"; or
3. Executed after "bodily injury", "property damage", "personal and advertising injury" if:
  - a. The terms and conditions of the written contract or written agreement had been agreed upon prior to the "bodily injury", "property damage", "personal and advertising injury"; and
  - b. The insured can definitively establish that the terms and conditions of the written contract or written agreement ultimately executed are the same as those which had been agreed upon prior to the "bodily injury", "property damage", "personal and advertising injury".

## **XX. Insured Contract**

**SECTION V – DEFINITIONS**, "Insured Contract" paragraph **9.a.** is replaced by the following:

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

## **XXI. Mobile Equipment**

The following is added under **SECTION V – DEFINITIONS**, **12. "Mobile Equipment"**:

Paragraph **f.(1)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

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

## **EXCLUSION – ASSAULT OR BATTERY**

This endorsement modifies insurance provided under the following:

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

The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability, Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability and Paragraph 2. Exclusions of Section I – Coverage C – Medical Payments:

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" or medical expenses arising out of an "assault or battery".

This exclusion applies to any claim, demand, or "suit" based upon any actual or alleged "assault or battery" resulting from:

1. The failure to provide or maintain a safe environment or warn of any risk or danger;
2. The failure to render aid or treatment; or
3. The negligent:
  - a. Employment;
  - b. Hiring;
  - c. Investigation;
  - d. Supervision;
  - e. Training;
  - f. Reporting to the proper authorities, or failure to so report; or
  - g. Retention;

of a person or entity for whom any insured is or ever was legally responsible and whose conduct would be excluded in Paragraph 1. or 2. above.

This exclusion supersedes any provision in the attached policy that provides coverage for "bodily injury" arising out of, directly or indirectly resulting from, in consequence of or in any way involving the use of reasonable force to protect persons or property.

For the purposes of this endorsement, the following definition is added:

"Assault or battery" means actual or threatened harmful use of force or offensive contact or communication whether or not the threat or use of force is alleged to be negligent, intentional or criminal in nature. "Assault or battery" includes but not limited to, sexual assault, physical or emotional abuse.

**THIS IS A CLAIMS-MADE AND REPORTED COVERAGE ENDORSEMENT.**

**PLEASE NOTE THAT DEFENSE COSTS ARE CONTAINED WITHIN THE LIMIT OF LIABILITY. THIS MEANS THAT THE LIMIT OF LIABILITY SPECIFIED IN THE DECLARATION OF THIS D&O COVERAGE PART SHALL BE REDUCED, AND MAY BE COMPLETELY EXHAUSTED BY DEFENSE COSTS. IN THE EVENT THAT THE LIMIT OF LIABILITY IS EXHAUSTED, THE INSURER SHALL NOT BE LIABLE FOR DEFENSE COSTS OR FOR ANY DAMAGES, JUDGMENTS OR SETTLEMENTS.**

**NOT-FOR-PROFIT ORGANIZATION DIRECTORS, OFFICERS AND TRUSTEES LIABILITY COVERAGE ENDORSEMENT**

*Various provisions in this coverage endorsement restrict coverage. Read the entire coverage endorsement carefully to determine rights, duties and what is and is not covered. We have issued this policy based upon your application for this insurance and it shall be considered as incorporated in and constituting a part of this policy. The application is a representation of the correctness of the information based upon which we have issued this policy. We have no duty to provide coverage unless there has been full compliance with all the SECTION IV – CONDITIONS of this coverage endorsement.*

Throughout this Coverage Endorsement, the words "you", "your" and "insured entity" refer to the Named Insured(s) shown in the Supplemental Declarations of this Coverage Endorsement and any other person(s) or organization(s) qualifying as a Named Insured under this Coverage Endorsement. 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 "quotations" have special meaning. Refer to **SECTION V. DEFINITIONS**.

The terms and conditions of the Cancellation Clause of the Common Policy Conditions and any amendment to such terms incorporated by endorsement are hereby incorporated herein and shall apply to coverage as is afforded by this D&O Coverage Endorsement, unless specifically stated otherwise in an endorsement(s) attached hereto.

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**SECTION I. WHAT IS COVERED**

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**1. Insuring Agreement**

- a. We will pay on behalf of any "insured person" for "damages" arising out of any "wrongful acts" unless the "insured entity" pays such "damages" to or on behalf of the Directors, Officers and Trustees as indemnification.
- b. We will pay on behalf of the "insured entity" for "damages" for the "wrongful acts" of the "insured" if the "insured entity" pays such "damages" to or on behalf of the Directors, Officers and Trustees as indemnification.
- c. We will pay on behalf of the "insured entity" for "damages" for its "wrongful acts".
- d. We have no obligation to make payments or perform acts or services except as provided for in this paragraph and 2. below.
- e. This insurance applies to such "damages" only if:
  - (1) The "wrongful acts" takes place in the "coverage territory"; or
  - (2) Such "wrongful acts" were committed after the retroactive date, if any, shown in the Declarations and before the end of the policy period; and
  - (3) A "claim" is both:

- (a) First made against any insured, in accordance with paragraph f. below, during the policy period or any extended reporting period we provide under **SECTION VI – EXTENDED REPORTING PERIODS**; and
- (b) Reported to us either:
  - (i) During the policy period or within sixty (60) days thereafter, or
  - (ii) With respect to any "claim" first made during any extended reporting period we provide under **SECTION VI – EXTENDING REPORTING PERIODS**, during such extended reporting period.
- f. A "claim" will be deemed to have been made at the earlier of the following times:
  - (1) When notice of such "claim" is received and recorded by you or by us, whichever comes first; or
  - (2) When we make a settlement in accordance with paragraph 2.a. below.
- g. All "claims" for "damages" based on or arising out of:
  - (1) One "wrongful act"; or
  - (2) An interrelated series of "wrongful acts" by one or more "insured" shall be deemed to be one "claim" and to have been made at the time the first of those "claims" is made against any "insured(s)".
- h. Each payment we make for "damages" or "defense expenses" reduces the amount of insurance available, as provided under **SECTION III – LIMITS OF INSURANCE**.

## **2. Defense Of Claims**

- a. We have the right and duty to defend "claims" against the "insured" seeking "damages" to which this insurance applies and to pay for related "defense expenses". However, we have no duty to:
  - (1) Defend "claims" against the "insured" seeking "damages", or
  - (2) Pay for related "defense expenses" when this insurance does not apply.

We may:

- (1) At our sole discretion, investigate any "wrongful act" that may result in "damages"; and
- (2) Settle any "claim" which may result, provided:
  - (a) We have your written consent to settle; and
  - (b) The settlement is within the applicable limit of insurance available.

Our liability will be limited as described below if:

- (1) You refuse to consent to any settlement we recommend; and
- (2) Such recommended settlement is also acceptable to the claimant.

When this happens, our liability under this policy for such "claim" shall not exceed the amount we would have paid for "damages" and "defense expenses" if you had consented at the time of our recommendation. You shall thereafter negotiate and defend that "claim" at your own cost and without our involvement.

- b. Our right and duty to defend such "claims" end when we have used up the limit of insurance available under **SECTION III – LIMITS OF INSURANCE**. This applies both to "claims" pending at that time and those filed thereafter.
- c. When we control defense of a "claim", we will pay associated "defense expenses" and choose a counsel of our choice from the panel of attorneys we have selected to deal with "claims". If you give us a specific written request at the time a "claim" is first made:
  - (1) You may select one of our panel of attorneys; or
  - (2) You may ask us to consider the approval of a defense attorney of your choice that is not on our panel.

We will use the panel attorney you selected in (1) above, or consider your request in (2) above, when we deem it appropriate to engage counsel for such "claim".

- (1) If by mutual agreement or court order the insured assumes control of such defense before the applicable limit of insurance is used up, we will reimburse the "insured" for reasonable "defense expenses", subject to (2) below.
- (2) If we defend you under a reservation of rights, both you and our counsel(s) will be required to maintain records pertinent to your "defense expenses". These records will be used to determine the allocation of any "defense expenses" for which you may be solely responsible, including defense of an allegation not covered by this insurance.

### **3. Exclusions**

- a. This insurance does not apply to "claims" arising directly or indirectly from any:
  - (1) "Wrongful acts" which were the subject of any demand, suit or other proceeding which was initiated against any insured: or
  - (2) Notice of fact(s), circumstance(s) or event(s) given to any insurer; or
  - (3) Fact(s) and circumstance(s) which would cause a reasonable person to believe a "claim" would be made and which were known to any "insured", prior to the effective date of the earlier of:
    - (a) The first policy of this type that we issued to you of which this policy was an uninterrupted renewal of this type of coverage, or
    - (b) This policy.
- b. Breach of any express contract or agreement.
- c. Obligation to pay "damages" by reason of the assumption of liability in any 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.
- d. Of the following laws:
  - (1) Any workers' compensation, disability benefits or unemployment compensation law, or any similar law, or
  - (2) Employees' Retirement Income Security Act of 1974, Public Law 93-406, (E.R.I.S.A.) as now or hereafter amended, or any similar state or other governmental law. This includes fiduciary liability, liability arising out of the administration of any employee benefit plan and any other liability under any such laws; or
  - (3) The Fair Labor Standard Act, the National Labor Relations Act of 1938, the Worker Adjustment and Retraining Notification Act (Public Law 100-37991988), the Consolidated Omnibus Budget Reconciliation Act of 1985, or the Occupational Safety and Health Act. This exclusion also applies to any rules or regulations promulgated under any of the foregoing and amendments thereto or any similar provisions of any Federal, State or Local law, and to that part of any "damages" awarded for the cost or replacement of any insurance benefits due or alleged to be due to any current or former "employee".
- e. Oral or written publication of material, if such material:
  - (1) Was published by or at the direction of the insured with knowledge of the material's falsity; or
  - (2) Was first published before the retroactive date, if any shown in the Declarations.
- f. Dishonest, criminal or fraudulent acts of the "insured" or the willful failure by the "insured" or with the "insured's" consent to comply with any law or any governmental or administrative order or regulation. Willful means acting with intentional or reckless disregard for such laws, order or regulations. The enforcement of this exclusion against any "insured" under this policy shall not be imputed to any other "insured".
- g. "Bodily injury", property damage", or "personal and advertising injury".
- h. "Wrongful acts" which occur when or after:
  - (1) You file for or are placed in any bankruptcy, receivership, liquidation or reorganization proceeding; or
  - (2) Any other business entity acquires an ownership interest in you which is greater than fifty (50) percent.
- i. Costs of complying with physical modifications to your premises or any changes to your usual business operations as mandated by the Americans with Disabilities Act of 1990 including any amendment thereto, or any similar Federal, State, or Local law.
- j. Lockout, strike, picket line, related worker replacement(s) or other similar actions resulting from labor disputes or labor negotiations.
- k. "Damages" which an "insured" must pay as a result of a "claim" brought about or contributed to in fact by the gaining by such "insured" of any profit, remuneration or advantage to which such "insured person" is not legally entitled.

- I. Actual, alleged or threatened exposure to, or generation, storage, transportation, discharge, emission, release, dispersal, escape, treatment, removal or disposal of any smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials (including materials which are intended to be or have been recycled, reconditioned or reclaims) or other irritants, pollutants or contaminants, or any regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any of the foregoing, or any action taken in contemplation or anticipation of any such regulation, order, direction or request.
- m. Brought or maintained by or on behalf of any "insured" except a "claim" that is a derivative action brought or maintained on behalf of the "insured entity" by one or more persons who are not Directors, Officers, and Trustee and who bring and maintain such a "claim" without solicitation, assistance or participation of any "insured".
- n. Failure or omission to effect and maintain insurance.
- o. Damage to or destruction of any tangible property including loss of use thereof.
- p. "Employment practices wrongful act".
- q. Any "wrongful act" constituting a violation of the Federal Securities Act of 1933, the Federal Securities Exchange Act of 1934, or any other similar State Securities law, rule or regulation promulgated under any of these, regardless of whether such violation result in the imposition of criminal fines or penalties or the award of civil damages.
- r. Actual or alleged:
  - (1) Physical, verbal or mental harassment of any person; or
  - (2) Offensive or illegal sexual acts or behavior committed by any insured person. Such acts or behavior include, but are not limited to:
    - (a) Sexual exploitation; or
    - (b) Sexual assault; and
    - (c) Sexual abuse.
  - (3) Alleged unlawful discrimination on any basis against any person. This includes, but is not limited to, discrimination which is based on:
    - (a) Race or national origin; or
    - (b) Sex or sexual orientation; or
    - (c) Age, religion, or marital status; or
    - (d) Physical or mental handicap; or
    - (e) Political beliefs; or
    - (f) Union membership.
- s. Loans, guarantees or other extensions of credit made by the insured to or for the benefit of any "insured person(s)" or any corporation or partnership in which an "insured person(s)" owns, or did own, directly or indirectly an equity interest.
- t. Providing of or failure to provide any professional services to others for a fee.
- u. Rendering or failure to render services or activities involving peer review, credentialing, accrediting, certification, decertification, standard setting or disciplinary action
- v. Service or services as a printer, publisher, broadcaster or advertiser. Excluded activities include, but are not limited to, composing, revising, preparing for publication, editing, proofreading, designing, arranging of style and appearance, typesetting, printing, engraving, photographing, taping, issuing, broadcasting, publishing or circulating any printed, visible or audible matter and any advice provided by any "insured" in connection with any such service.

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

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1. You and those qualifying under "insured persons" are "insureds" under this policy.
2. Any organization you newly acquire or form, other than a partnership or joint venture, 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. You must provide us notice of such acquisition or formation within thirty (30) days of the effective date of your acquisition or formation; and
  - b. Coverage under this provision is afforded only until the ninetieth (90) day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
  - c. Coverage does not apply to any "wrongful act" that occurred before you acquired or formed the organization; and
  - d. You must pay us any additional premium due as a condition precedent to the enforceability of this additional extension of coverage.

This part does not apply to any organization after it is shown in the Declarations or added to this policy by endorsement.

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## **SECTION III. LIMITS OF INSURANCE**

### **(Including "Defense Costs")**

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1. The limits of insurance shown in the Declarations and the rules below set the most we will pay regardless of the number of:
  - a. Insureds; or
  - b. Persons or organizations making "claims".
2. The limit of insurance stated as Policy Aggregate Limits is the most we will pay for the sum of:
  - a. All "damages" for all "claims" arising out of any actual or alleged "wrongful acts" covered by this insurance.
  - b. All "defense expenses" for all "claims" seeking "damages" payable under paragraph 2.a. above.

Each payment we make for such "damages" reduces the Policy Aggregate Limit by the amount of the payment. This reduced limit will then be the amount of insurance available for further "damages" under this policy.
3. Subject to 2. above, the amount of insurance stated as the Each "Claim" limit of insurance is the most we will pay for the sum of:
  - a. All "damages" for injury arising from "wrongful acts" covered by this insurance arising out of one "claim" whether such "claim" is brought by one or more claimants; and
  - b. All "defense expenses" associated with that specific "claim" in item 3.a. immediately preceding.
4. In addition to the payments for "damages" in paragraphs 2. and 3. above, we will also pay 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 amount available for the judgment under the provisions of paragraphs 2. and 3. above.

These limits of insurance apply separately to each consecutive annual period and to any remaining period of less than twelve (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 twelve (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.

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## SECTION IV. CONDITIONS

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### 1. Bankruptcy

- a. Subject to **Exclusion h.**, the bankruptcy or insolvency of the "insured" or of the "insured's" estate will not relieve us of our obligations under this policy.

### 2. Changes

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

### 3. Duties in Event of "Wrongful Acts" or "Claims"

- a. You must see to it that we are notified as soon as practicable of any specific "wrongful acts" which you believe may result in an actual "claim". Your belief must be reasonably certain as the result of specific allegations made by a potential claimant or such potential claimant's legal representative, or as the result of specifically identifiable injury sustained by a potential claimant. To the extent possible notice should include:
  - (1) How, when and where such "wrongful act" took place;
  - (2) The names and addresses of any potential claimants and witnesses; and
  - (3) The nature of any injury arising out of such "wrongful acts".

Notice of such "wrongful act" is not notice of a "claim", but preserves any "insured's" rights to future coverage for subsequent "claims" arising out of such "wrongful acts" as described in the basic extended reporting period of **SECTION VI – EXTENDED REPORTING PERIODS**.

- b. If a "claim" is received by any "insured":

- (1) You must immediately record the specifics of the "claim" and the date received;
  - (2) You and any other involved "insured" must see to it that we receive written notice of the "claim", as soon as practicable, but in any event we must receive notice either:
    - (a) During the policy period or within sixty (60) days thereafter; or
    - (b) With respect to any "claim" first made during any extended reporting period we provide under **SECTION VI – EXTENDED REPORTING PERIODS** during such extended reporting period, as a condition precedent for coverage under this insurance. Such notice must provide us with the same information as is required in item a. immediately preceding; and
  - (3) You and any other involved "insured" must:
    - (a) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim";
    - (b) Authorize us to obtain records and other information;
    - (c) Cooperate with us in the investigation, settlement or defense of the "claim"; and
    - (d) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- c. No "insureds" will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

### 4. Examination of Your Books and Records

- a. We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three (3) years afterward.

## **5. Inspections and Surveys**

- a. We have the right but are not obligated to:
  - (1) Make inspections and survey at any time;
  - (2) Give you reports on the employment conditions we find; and
  - (3) Recommend procedures, guidelines and changes.
- b. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not undertake to perform the duty of any person or organization to provide for the health or safety of, or lawful practices with your workers or the public. We do not warrant that conditions:
  - (1) Are safe or healthful; or
  - (2) Comply with laws, regulations, codes or standards as they relate to the purpose of this or any other insurance.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, survey, reports or recommendations on our behalf.

## **6. Legal Action Against Us**

- a. No person or organization has a right under this policy:
  - (1) To join us as a party or otherwise bring us into a "claim" seeking "damages" from any "insured"; or
  - (2) To sue us on this policy unless all of its terms have been fully complied with.
- b. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an "insured" obtained after an actual trial; but we will not be liable for "damages" that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the "insured" and the claimant or the claimant's legal representative.

## **7. Other Insurance**

- a. If other valid and collectible insurance is available to the "insured" for "damages" or "defense expense" we cover under this policy, our obligations are limited as follows:
  - (1) As this insurance is primary insurance, 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 methods described in 7.a.(2) below.
  - (2) 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.

## **8. Payment of Premiums**

- a. We will compute all premiums for this insurance in accordance with our rules and rates; and
- b. The first Named Insured shown in the Declarations is responsible for the payment of all premiums due and will be the payee for any return premiums we pay.

## **9. Representations**

- a. By accepting this policy, you agree:
  - (1) The statements in the Declarations are accurate and complete;
  - (2) Those statements are based upon representations you made to us in your application for this insurance. That application is considered as incorporated into this policy and forms the basis of our obligations under this policy; and
  - (3) Since we have issued this policy in reliance upon your representations, this policy is voidable if any material fact or circumstance relating to the subject of this insurance is intentionally omitted or misrepresented in your application.

## **10. Separation of Insureds**

- a. Except with respect to the limits of insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:
  - (1) As if each Named Insured were the only Named Insured; and
  - (2) Separately to each "insured" against whom "claim" is made.

No knowledge or information possessed by and "insured" will be imputed to any other "insured", except for material facts or information known to the person or persons who signed the application for this insurance.

## **11. Sole Agent**

- a. The first Named Insured is authorized to act on behalf of all "insureds" as respects for the payment for premiums, premium refunds, communication regarding notices of cancellation or non-renewal, supplemental extended reporting period and any changes in this policy.

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

- a. With respect to any payments made under this policy on behalf of any "insured", we shall be subrogated to the rights of recovery of such "insured", to the extent of those payments. The "insureds" shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable us to bring suit in the name of the "insureds".

## **13. Transfer of Your Rights and Duties Under This Policy**

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

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

- a. If we decide not to renew this insurance, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the non-renewal not less than thirty (30) days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

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## **SECTION V. DEFINITIONS**

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1. "Bodily injury" means physical injury to the body, sickness or disease sustained by a person as the result of direct physical injury to the body, including death resulting from any of these at any time.
2. "Claims" means a:
  - a. Written demand for monetary damages; or
  - b. Civil proceeding commenced by the service of a complaint or similar pleading.
3. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions) and Puerto Rico; or
  - b. Anywhere in the world with respect to the activities of a person whose place of employment is in the territory described in a. above, while he or she is away for a short time on your business; provided that the "insured's" responsibility to pay "damages" is determined in a suit (or in any other type of civil proceeding as described under the definition of "claim" on the merits in, and under the substantive law of the United States of America (including its territories and possessions) or Puerto Rico.
4. "Damages" means monetary amounts to which this insurance applies and which the "insured" is legally obligated to pay as judgments or awards, or as settlements to which we have agreed in writing.
  - a. "Damages" include:
    - (1) "Pre-judgment interest" awarded against the insured on that part of the judgment we pay; and
    - (2) To the extend allowed by law, any portion of a judgment or award that represents a multiple of the compensatory amounts or punitive or exemplary damages; and
    - (3) Statutory attorney fees.
  - b. "Damages" do not include:
    - (1) Civil, criminal, administrative or other fines or penalties;
    - (2) Equitable relief, injunctive relief, declarative relief or any other relief or recovery other than monetary amounts; and
    - (3) Judgments or awards because of acts deemed uninsurable by law.

5. "Defense expense" means payments allocated to a specific "claim" for its investigation, settlement, or defense including:
  - a. "Defense expense" includes:
    - (1) Attorney fees and all other litigation expenses.
    - (2) The cost of bonds to appeal a judgment or award in any "claim" we defend. We do not have to furnish these bonds.
    - (3) The cost of bonds to release attachments. We do not have to furnish these bonds.
    - (4) Reasonable expenses incurred by the "insured" at our request to assist us in the investigation or defense of any "claim", including actual loss of earnings up to \$250 a day because of time off from work.
  - b. "Defense expense" does not include:
    - (1) Salaries and expenses of our employees or your "employee", other than:
      - (a) That portion of our employed attorneys' fees, salaries and expenses allocated to a specific "claim" for the defense of the "insured"; and
      - (b) The expenses described in (4) above.
    - (2) 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 amount available for the judgment under the provisions of **SECTION III – LIMITS OF INSURANCE**.
6. "Employee" means a person employed by you for wages or salary. But "employee" does not include any independent contractor, any employees of any independent contractor while acting within the scope of their employment, any "leased worker" or any "temporary worker".
7. "Employment practices wrongful act" means any of the following actual or alleged practices:
  - a. Which are directed against any of your "employees", "leased workers", "temporary workers", former "employees" or any applicant for employment by you; and
  - b. For which remedy is sought under any Federal, State, or Local statutory or common civil employment law:
    - (1) Wrongful refusal to employ a qualified applicant for employment;
    - (2) Wrongful failure to promote, or wrongful deprivation of career opportunity;
    - (3) Wrongful demotion, negligent evaluation, negligent reassignment or wrongful discipline;
    - (4) Wrongful termination of employment, including retaliatory or constructive discharge;
    - (5) Employment related misrepresentation;
    - (6) Harassment, coercion, discrimination or humiliation as a consequence of race, color, creed, national origin, marital status, medical condition, gender, age, physical appearance, physical and/or mental impairments, pregnancy, sexual orientation or sexual preference or any other protected class or characteristic established by any applicable Federal, State, or Local statute; or
    - (7) Oral or written publication of material that slanders, defames, libels, violates or invades a right of privacy.
8. "Insured person" means:
  - a. Any past, present or future duly elected or appointed director, officer or trustee;
  - b. Past, present or future members of duly constituted commissions, boards or other units operated under your charter and written approval;
  - c. Your current or former "employees" but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business;
  - d. Any person providing volunteer services for you, at your request, and operating under your direction and control;
  - e. Any person serving as a director or officer of another non-profit organization at your express written direction;
  - f. The estates, heirs, legal representatives or assigns of deceased person who were "insured persons" at the time of the "wrongful act" upon which a "claim" is based;
  - g. The legal representatives or assigns of an "insured person" in the event of their incompetence, insolvency or bankruptcy; and

- h. The lawful spouse of an "insured person" under items a. and b. above is also an "insured person", but solely by reason of such spouse's status as a spouse or such spouse's ownership interest in property which the claimant seeks as recovery for an alleged "wrongful act".
  - 9. "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. "Lease worker" does not include a "temporary worker".
  - 10. "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 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 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".
  - 11. "Pre-judgment interest" means interest added to a settlement, verdict, award or judgment based on the amount of time prior to the settlement, verdict, award or judgment, whether or not made part of the settlement, verdict, award or judgment.
  - 12. "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 when such tangible property cannot be used due to an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
  - 13. "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.
  - 14. "Wrongful act" means:
    - a. Any actual or alleged act, error, omission, misstatement, misleading statement or breach of duty by a director, officer or trustee in his or her capacity as such;
    - b. Any matter asserted against a director, officer or trustee solely by reason of his or her status as director, officer, trustee, employee, volunteer or member of a duly constituted committee of the "insured entity" and
    - c. Any other actual or alleged act, error, omission, misstatement, misleading statement or breach of duty by the "insured entity".
- "Wrongful act" shall not include any "employment practices wrongful act".

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## **SECTION VI. EXTENDED REPORTING PERIODS**

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1. We will provide extended reporting periods, as described below, if:
  - a. This policy is cancelled or not renewed; or
  - b. We renew or replace this policy with insurance that:
    - (1) Has a retroactive date later than the date shown in the Declarations of this policy; or
    - (2) Does not apply on a claims-made basis.
2. Extended reporting periods do not extend the policy period or change the scope of coverage provided. They apply only to "claims" as the result of "wrongful acts" which occurred after the retroactive date, if any, shown in the Declarations and before the end of the policy period. Once in effect, extended reporting periods may not be cancelled.
3. Extended reporting periods do not reinstate or increase the limits of insurance.
4. A basic extended reporting period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for:
  - a. Five (5) years with respect to "claims" arising out of "wrongful acts" which had been properly reported to us no later than the end of the policy period in accordance with paragraph 4.a. of duties in the event of "wrongful acts" or "claims, in **SECTION IV – CONDITIONS**; and
  - b. Sixty (60) days with respect to "claims" arising out of "wrongful acts" not previously reported to us. The basic extended reporting period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims".
5. A supplemental extended reporting period of either twelve (12) months, twenty-four (24) months or thirty-six (36) months duration is available, but only by an endorsement and for an extra charge. This supplemental period starts when the basic extended reporting period, set forth in paragraph 4.b. above ends. You must give us a written request for the endorsement, and its length, within sixty (60) days after the end of the policy period. The supplemental extended reporting period will not go into effect unless you pay the additional premium when due. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:
  - a. The exposures insured;
  - b. Previous types and amounts of insurance;
  - c. Limits of insurance available under this policy for future payment of "damages" or "defense expense"; and
  - d. Other related factors.The additional premium will not exceed 200% of the annual premium for this policy.
6. The supplemental extended reporting period endorsement we issue shall set forth the terms, not inconsistent with this Section, applicable to the supplemental extended reporting period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the supplemental extended reporting period begins.

**WESTERN NATIONAL INSURANCE GROUP\***  
**MINNEAPOLIS, MINNESOTA**

## **PRIVACY POLICY**

WESTERN NATIONAL INSURANCE GROUP VALUES THE TRUST YOU HAVE PLACED IN US. IN RETURN, WE TAKE SERIOUSLY THE PROTECTION OF YOUR NON-PUBLIC PERSONAL INFORMATION. THIS NOTICE DESCRIBES HOW WESTERN NATIONAL USES AND SAFEGUARDS YOUR INFORMATION.

### **INFORMATION WE MAY COLLECT**

Western National Insurance Group may collect certain information about you in the operation of its business. This information falls generally within three categories:

- 1) *Information necessary to properly underwrite risks and charge a fair premium.* This may include information you provided on the application for insurance, motor vehicle reports, credit reports, or past claims information.
- 2) *Information necessary to fairly evaluate claims.* This may include information you provided on loss reports, information maintained by governmental agencies such as police and fire departments, motor vehicle information, medical records, employment records, wage and salary verification, credit reports, information from other insurers, information about past claims, and other information necessary to evaluate claims.
- 3) *Finance information related to premium payments.* This may include credit card numbers, bank account information, or other financial information.

### **DISCLOSURE OF INFORMATION**

Western National does not sell your private information. We do not make available your private information to nonaffiliated companies for marketing purposes. Western National only shares information when it is necessary to conduct our insurance business. Information may be disclosed to insurance support groups that provide data for underwriting and claims purposes. In addition, information may be shared with adjusters, attorneys, auditors, agents or others that Western National retains to work on your or its behalf or by individuals that you retain, such as body shops or contractors, to work on your behalf. Western National may disclose claim information to other insurers or other parties during the handling of claims, during litigation surrounding those claims, or after claims have been resolved to the extent permitted by law.

### **PROTECTING YOUR INFORMATION**

Western National maintains physical and electronic safeguards to prevent access to your information by people other than Western National employees. Western National continually assesses new technology for protecting information and upgrades its systems when appropriate.

\* This privacy policy applies to all companies within Western National Insurance Group:

*American Freedom Insurance Company  
Pioneer Specialty Insurance Company  
Umialik Insurance Company  
Western National Assurance Company  
Western National Finance Company  
Western National Mutual Insurance Company*

# WESTERN NATIONAL MUTUAL INSURANCE COMPANY

EDINA, MINNESOTA

## MUTUAL POLICY CONDITIONS

This policy is issued by a Mutual Company having special regulations lawfully applicable to its organization, membership, policies or contracts of insurance, of which the following shall apply to and form a part of this policy.

This policy is nonassessable. The policyholder is a member of the company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors of the Company in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

The insured is hereby notified that by virtue of this policy they are a member of the Western National Mutual Insurance Company, and that the annual meetings of the company are held at its home office in the city of Edina, Minnesota on the second Tuesday in June in each year, at 1:30 p.m. The insured is entitled to vote either in person or by proxy at any and all meetings of said company.

*In Witness Whereof, we have caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by our authorized representative, if applicable in your state.*



President & CEO



Secretary