

**COMMERCIAL GENERAL LIABILITY  
(CLAIMS MADE COVERAGE FORM)**

**THIS CERTIFICATE PROVIDES CLAIMS MADE COVERAGE. PLEASE READ THE ENTIRE FORM CAREFULLY.**

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

Throughout this Certificate 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 or as an Additional Insured under this Certificate. 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 WHO IS AN **INSURED** (SECTION II).

Other words and phrases that appear in bold face have special meaning. Refer to DEFINITIONS (SECTION V).

**SECTION I - COVERAGES**

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. INSURING AGREEMENT

- a. **We** will pay those sums that an **insured** becomes legally obligated to pay as **damages** for **bodily injury** or **property damage** to which this insurance applies. **We** will have the right and duty to defend any **suit** seeking those **damages**, unless an insured has another Certificate of insurance which obligates another insurer to provide a defense, in which case, our duty to defend is excess. 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 LIMITS OF INSURANCE (SECTION III).
- (2) Subject to (1) above, **our** right and duty to defend end when **we** have used up the applicable limit of insurance by 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**; and
  - (2) The onset of the **bodily injury** or **property damage** does not take place before the Retroactive Date, if any, shown in the Declarations or after the end of the Certificate period; and
  - (3) The **claim** for damages is first made against an insured during the Certificate period; and
  - (4) A **claim** must be reported by an **insured** to **us** in writing during the Certificate period or any Extended Reporting Period **we** provide under EXTENDED REPORTING PERIODS (Section VI).
- c. A **claim** by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:
- (1) When notice of such **claim** is received by any **insured**; or

- (2) When notice of such **claim** is received by **us**.

All **claims** for damages arising out of an occurrence will be deemed to have been made at the time the first of these claims is made against any insured.

#### **EXCLUSIONS: COVERAGE A**

This insurance does not apply to:

- a. Expected or Intended Injury

**Bodily injury** or **property damage** expected or intended from the standpoint of an **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 an **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) Assumed by the Named Insured in a written contract or written agreement that is an **Insured contract**, provided the **bodily injury** or **property damage** occurs subsequent to the execution of the written contract or written agreement and provided the **property damage** or **bodily injury** results from the negligence, fault or comparative fault of the Named Insured and is not otherwise excluded by the terms of this Certificate ; or
- (2) That an **insured** would have in the absence of a contract or agreement.

- c. Liquor Liability

**Bodily injury** or **property damage** for which an **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 if an **insured** is in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

- d. Workers Compensation and Similar Laws

Any obligation of an **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 an **insured** arising out of and in the course of employment by an **insured** regardless of who may be liable; or
- (2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies:

- (1) Whether an **insured** may be liable as an employer or in any other capacity; and
- (2) To any obligation to share **damages** with or repay someone else who must pay **damages** because of the injury, including an **insured contract**.
- (3) To liability assumed by an **insured** in an **insured contract**.

For the purpose of this exclusion only, the term employee as used in this Certificate includes loaned, rented, leased or temporary employees, as well as persons who qualify as borrowed servants or employees or persons who are or may be deemed employees of the Named Insured or an additional **insured** under the doctrines of borrowed servant, borrowed employee, respondent superior or any similar doctrine, or for whom the named or additional **insured** may be held liable as an employer.

f. Absolute Pollution

**Bodily injury or property damage** which, in whole or in part, is caused by, results from, is attributable to, contributes to or is aggravated by, the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape of or exposure to **pollutants**, regardless of the source of the **pollutants**.

This exclusion applies whether the **bodily injury or property damage** is caused by, arises from, results from or is attributable to any other cause acting in conjunction with said **pollutants**.

g. Aircraft, Auto or Watercraft

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

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 owned or rented by an **insured**, provided the **auto** is not owned by, rented or loaned to **you** or an **insured**;
- (4) Liability assumed under an **insured contract** for the ownership, maintenance or use of aircraft or watercraft; or
- (5) **Bodily injury or property damage** arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of **mobile equipment** (Section V, Paragraph 11).

h. Mobile Equipment

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

- (1) The transportation of **mobile equipment** by an **auto** owned, operated by, rented or loaned to any **insured**; or
- (2) The use of **mobile equipment** in, or while in practice or preparation for, a prearranged racing, speed or demolition contest, or in any stunting activity.
- (3) Any obligation of an insured under uninsured motorist statutes or law which may arise from the transportation, operation or use of mobile equipment.

i. War

**Bodily injury or property damage** due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

j. Damage to Property

**Property damage** to:

- (1) Property **you** own, rent or occupy;

- (2) Premises **you** sell, give away or abandon, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to any **insured**;
- (4) Personal property in the care, custody or control of any **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.

This exclusion applies to liability assumed under an **insured contract** except that paragraphs (3), (4), (5), and (6) of this exclusion do not apply to liability assumed under an **insured contract** that is a side track 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**, in whole or in part, included in the products-completed operations hazard.

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

m. Damage to Impaired Property

**Property damage to impaired property** arising out of:

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

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. Asbestos/Silica Dust

Any liability for **bodily injury** or **property damage** caused by asbestosis, silicosis, mesothelioma, emphysema, pneumoconiosis, pulmonary fibrosis, pleuritis, endothelioma or any lung disease or any ailment caused by, aggravated by exposure, inhalation, consumption or absorption of asbestos fibers or dust or silica dust. This Certificate does not have any obligation to defend nor indemnify any insured for **claims** or suits involving or arising directly or indirectly from exposure or alleged exposure to asbestos or silica dust in any form or manner whatsoever.

p. Fines or Penalties

**Claims** based upon or arising out of a fine or penalty imposed by or under any law, statute, ordinance of any federal, state or municipal government agency.

q. Punitive, Exemplary or Multiple Damages

**Claims** for PUNITIVE, EXEMPLARY or MULTIPLE DAMAGES, fines or penalties.

r. Aircraft

**Bodily injury** or **property damage** arising out of the products hazard relating to aircraft including missiles or spacecraft, any ground support or control equipment used therewith, and any article furnished by any **insured** and installed in aircraft, or used in connection with aircraft, or for spare parts for aircraft, or tooling used for the manufacture thereof, including ground handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labor relating to such aircraft or articles, or to any liability arising out of the grounding of any aircraft.

Grounding shall mean the withdrawal of one or more aircraft from flight operations or the imposition of speed, passenger or load restrictions on such aircraft, or any part thereof sold, handled or distributed by any **insured**, or manufactured, assembled or processed by any other person or organization according to specifications, plans, suggestions, orders or drawings of any **insured**, or with tools, machinery or other equipment furnished to such persons or organizations by any **insured**, whether such aircraft so withdrawn are owned or operated by the same or different persons or organizations.

It is further agreed that wherever the word aircraft is used, it is always to include missiles, spacecraft, and any ground support or control equipment used therewith.

s. Absolute Earth Movement

**Bodily injury** or **property damage** arising from, related to or resulting from earth movement, regardless of the cause of the earth movement. Earth movement includes landslide earthquake, subsidence, mudflow, sinkhole, shrinking, expansion, erosion, loss of lateral or subjacent support and the expanding, rising, falling, shifting or contracting of earth.

This exclusion only applies to **bodily injury** and **property damage** that is included in the products-completed operations hazard.

t. Nuclear Energy

Any **claim** for **bodily injury** or **property damage**:

(1) (a) With respect to which an **insured** under the Certificate is also an **insured** under a Nuclear Energy Liability Certificate issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an **insured** under any such Certificate but for its termination upon exhaustion of its limit of liability; or

(b) Resulting from the **hazardous properties** of **nuclear material** and with respect to which

(1) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or

(2) The **insured** is, or had this Certificate not been issued, would be, entitled to indemnity from The United States of America, or any agency thereof, under any agreement entered into by The United States of America, or any agency thereof, with any person or organization.

(2) Under any medical payments coverage, or under any supplementary payments provision relating to first aid, 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.

(3) Under any liability coverage, to **bodily injury** or **property damage** resulting from the **hazardous properties** of **nuclear material** if:

(a) The **nuclear material**:

- (1) Is at any **nuclear facility** owned by, or operated by or on behalf of an **insured** or
  - (2) Has been discharged or dispersed there-from;
- (b) 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
  - (c) 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 applies only to **property damage** to such **nuclear facility** and any property thereat.
  - (d) For the purposes of this exclusion only, **property damage** includes all forms of radioactive contamination of property.

u. Lead

**Bodily injury** or **property damage** arising out of the ingestion, inhalation or absorption of lead in any form. Any loss, cost or expense arising out of any request, demand or order 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 lead; or any loss, cost or expense arising out of any **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 lead.

v. Employment Practices

**Bodily injury** arising out of any:

1. Refusal to employ;
2. Termination of employment;
3. Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, policies, acts or omissions; or
4. Consequential **bodily injury** as a result of (1) through (3) above.

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

w. Formaldehyde Exclusion

Any liability for **bodily injury** or **property damage** arising out of any product containing or any form of formaldehyde or chemically related compounds or substances.

x. Electromagnetic Radiation

**Bodily injury** or **property damage** arising out of any actual, alleged or threatened exposure to any electromagnetic fields.

y. Repair Work

**Claims** for **property damage** or **bodily injury** arising from, related to or contributed to by repair work to correct deficiencies in work originally performed by an insured.

z. Mold, Fungi, Biological Element or Organic Pathogen

Any and all liability for **bodily injury** or **property damage** which is in whole or part caused by, results from, is attributable or contributed to or is aggravated by or related to actual, alleged or threatened presence or existence of or exposure to any stage or form of mold, fungi, bacteria, virus, pollen, spores, allergen or any organic pathogen and or,

- 1) bodily injury or property damage caused by remediation decontamination, removal, eradication or detoxification of mold, fungi, bacteria, virus, pollen, spores, allergen or any organic pathogen and or,
- 2) any liability, cost or expense to remediate or prevent bodily injury or property damage from mold, fungi, bacteria, virus, pollen, spores, allergen or any organic pathogen regardless of the origin or cause.

Exclusions c. through n. do not apply to damage by fire to premises rented to **you**. A separate limit of insurance applies to this coverage as described in the LIMITS OF INSURANCE (SECTION III).

**COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY**

**1. INSURING AGREEMENT**

- a. **We** will pay those sums that **you** become legally obligated to pay as **damages** for **personal injury** or **advertising injury** to which this coverage part applies. **We** will have the right and duty to defend any **suit** seeking those **damages**, unless an insured has another Certificate of insurance which obligates another insurer to provide a defense, in which case, our duty to defend is excess. **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 LIMITS OF INSURANCE (SECTION III).
  - (2) Subject to (1) above, our right and duty to defend end when **we** have used up the applicable limit of insurance by payment of judgments or settlements under Coverage 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:
  - (1) **Personal injury** caused by an offense arising out of **your** business, excluding advertising, publishing, broadcasting or telecasting done by or for **you**;
  - (2) **Advertising injury** caused by an offense committed in the course of advertising **your** goods, products or services;

but only if:

- (1) The offense was committed in the **coverage territory**;
  - (2) The offense was not committed before the Retroactive Date, if any, shown in the Declarations or after the end of the Certificate period; and
  - (3) A **claim** for damages because of the **personal injury** or **advertising injury** is first made against **you** during the Certificate period; and
  - (4) The **claim** must be reported by **you** to **us** in writing during the Certificate period or any Extended Reporting Period **we** provide under EXTENDED REPORTING PERIODS (Section VI).
- c. A **claim** made by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:
    - (1) When notice of such **claim** is received by **you**; or
    - (2) When notice of such **claim** is received by **us**.

All **claims** for damages because of **personal injury** or **advertising injury** to the same person or organization as a result of an offense will be deemed to have been made at the time the first of those **claims** is made against **you**.

**EXCLUSIONS: COVERAGE B**

This insurance does not apply to:

a. Expected or Intended Injury

**Personal Injury or advertising injury** expected or intended from the standpoint of an **insured**.

b. Contractual liability

**Personal injury or advertising injury** for which an 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) Assumed by the Named Insured in a written contract or written agreement that is an **insured contract**, provided the **personal injury or advertising injury** occurs subsequent to the execution of the written contract or written agreement and provided the **personal injury or advertising injury** results from the negligence, fault or comparative fault of the Named Insured and is not otherwise excluded by the terms of this Certificate ; or
- (2) Coverage for liability assumed by the Named Insured in a written contract or written agreement shall only be to the extent of the negligence or fault of the Named Insured according to applicable principles of comparative fault.

c. Workers Compensation and similar laws

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

d. Employer's Liability

**Personal Injury or Advertising Injury** to:

- (1) An employee of an **insured** arising out of and in the course of employment by an **insured** regardless of who may be liable; or
- (2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies:

- (1) Whether an **insured** may be liable as an employer or in any other capacity; and
- (2) To any obligation to share **damages** with or repay someone else who must pay **damages** because of the injury, including an **insured contract**.
- (3) To liability assumed by an **insured** in an **insured contract**.

For the purpose of this exclusion only, the term employee as used in this Certificate includes loaned, rented, leased or temporary employees, as well as persons who qualify as borrowed servants or employees or persons who are or may be deemed employees of the Named Insured or an additional **insured** under the doctrines of borrowed servant, borrowed employee, respondent superior or any similar doctrine, or for whom the named or additional **insured** may be held liable as an employer.

e. Absolute Pollution

**Personal Injury** which, in whole or in part, is caused by, results from, is attributable to, contributes to or is aggravated by, the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape of or exposure to **pollutants**, regardless of the source of the **pollutants**.

This exclusion applies whether the **personal injury** is caused by, arises from, results from or is attributable to any other cause acting in conjunction with said **pollutants**.

f. War

Personal injury due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

g. Fines or Penalties

**Claims** based upon or arising out of a fine or penalty imposed by or under any law, statute, ordinance or any federal, state or municipal government agency.

h. Punitive, Exemplary or Multiple Damages

**Claims** for PUNITIVE, EXEMPLARY or MULTIPLE DAMAGES, fines or penalties.

i. Personal Injury and Advertising Injury

- (1) Arising out of oral or written publication of material, if done by or at the direction of an **insured** with knowledge of its falsity;
- (2) Arising out of oral or written publication of material, the first publication of which took place before the beginning of the Certificate period;
- (3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of any **insured**; or
- (4) For which any **insured** has assumed liability in a contract or agreement. This exclusion does not apply to liability for **damages** that an **insured** would have in the absence of a contract or agreement.

j. Advertising Injury arising out of:

- (1) The failure of goods, products or services to conform with advertised quality or performance;
- (2) The wrong description of the price of goods, products or services;
- (3) An offense committed by an insured whose business is advertising, broadcasting, publishing or telecasting;
- (4) Misappropriation of advertising ideas or style of doing business;
- (5) Infringement of copyright, title, patent or slogan; or
- (6) Oral or written publication of material that disparages a person's or organization's goods, products or services.

k. Trade Secrets

**Claims** of infringement, misappropriation or violation of any trade secrets rights, laws or statutes.

l. Employment Practices

**Personal injury** arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, policies, acts or omissions; or
- (4) Consequential **personal injury** as a result of (1) through (3) above.

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

m. Lead

**Personal injury** arising out of the ingestion, inhalation or absorption of lead in any form. Any loss, cost or expense arising out of any request, demand or order 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 lead; or any loss, cost or expense arising out of any **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 lead.

n. Formaldehyde Exclusion

Any liability for **personal injury** arising out of any product containing or any form of formaldehyde or chemically related compounds or substances.

o. Asbestos/Silica Dust

Any liability for **personal injury** caused by asbestosis, silicosis, mesothelioma, emphysema, pneumoconiosis, pulmonary fibrosis, pleuritis, endothelioma or any lung disease or any ailment caused by, aggravated by exposure, inhalation, consumption or absorption of asbestos fibers or dust or silica dust. This Certificate does not have any obligation to defend nor indemnify any insured for **claims** or suits involving or arising directly or indirectly from exposure or alleged exposure to asbestos or silica dust in any form or manner whatsoever.

p. Electromagnetic Radiation

**Personal injury** arising out of any actual, alleged or threatened exposure to any electromagnetic fields.

q. Mold, Fungi, Biological Element or Organic Pathogen

Any and all liability for **personal injury** which is in whole or part caused by, results from, is attributable or contributed to or is aggravated by or related to actual, alleged or threatened presence or existence of or exposure to any stage or form of mold, fungi, bacteria, virus, pollen, spores, allergen or any organic pathogen and or,

- 1) personal injury caused by remediation decontamination, removal, eradication or detoxification of mold, fungi, bacteria, virus, pollen, spores, allergen or any organic pathogen and or,
- 2) any liability, cost or expense to remediate or prevent personal injury from mold, fungi, bacteria, virus, pollen, spores, allergen or any organic pathogen regardless of the origin or cause.

r. Absolute Earth Movement

**Personal injury** arising from, related to or resulting from earth movement, regardless of the cause of the earth movement. Earth movement includes landslide earthquake, subsidence, mudflow, sinkhole, erosion, loss of lateral or subjacent support and the expanding, rising, falling, shifting or contracting of earth.

#### SUPPLEMENTARY PAYMENTS - COVERAGES A and B

**We** will pay, with respect to any **claim** or **suit** **we** defend:

1. All expenses **we** incur.
2. 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.
3. 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.
4. 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 \$100 a day because of time off from work.
5. All costs awarded against an **insured** in the **suit**. This does not include the awarding of attorney's fees pursuant to statute, rule, regulation or contract.
6. Prejudgment interest awarded against an **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.
7. 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 that part of the judgment that is within the coverage of this Certificate and the applicable limit of insurance.

These payments will not reduce the limits of insurance.

## 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; or
  - (2) On ways next to premises **you** own or rent;
- provided that:
- (1) The accident takes place in the **coverage territory** and during the Certificate period;
  - (2) The expenses are incurred and reported to **us** within one year of the date of the accident; and
  - (3) 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 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. To any **insured**.
- b. To a person hired to do work for or on behalf of any **insured** or a tenant of any **insured**.
- c. To a person injured on that part of premises any **insured** owns or rents that the person normally occupies.
- d. 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. To a person injured while taking part in athletics.
- f. Excluded under Coverage A.
- g. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

## 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 and which is set forth in the Declarations.
  - 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. An organization other than a partnership or joint venture, **you** are an **insured**. **Your** executive officers and directors are **insureds**, but only with respect to their duties as **your** officers or directors. **Your** stockholders are also **insureds**, but only with respect to their liability as stockholders.

2. Each of the following is also an **insured**:
  - a. **Your** employees, other than **your** executive officers, but only for acts within the scope of their employment by **you**. However, no employee is an **insured** for:
    - (1) **Bodily injury** or **personal injury** to **you** or to a co-employee while in the course of his or her employment, or the spouse, child, parent, brother or sister of that co-employee as a consequence of such **bodily injury** or **personal injury**, or for any obligation to share damages with or repay someone else who must pay damages because of the injury; or
    - (2) **Bodily injury** or **personal injury** arising out of his or her providing or failing to provide professional health care services, or
    - (3) **Property damage** to property owned or occupied by or rented or loaned to that employee, any of **your** other employees, or any of **your** partners or members (if **you** are a partnership or joint venture).
  - b. Any person (other than **your** employee), 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. With respect to **mobile equipment** registered in **your** name under any motor vehicle registration law, any person is an **insured** while driving such equipment along a public highway with **your** permission. Any other person or organization responsible for the conduct of such person is also an **insured**, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an **insured** with respect to:
  - a. **Bodily injury** to a co-employee of the person driving the equipment; or
  - b. **Property damage** to property owned by, rented to, in the charge of or occupied by **you** or the employer of any person who is an **insured** under this provision.
4. 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. Coverage under this provision is afforded only until the 45th day after **you** acquire or form the organization or the end of the Certificate 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 injury** or **advertising injury** arising out of an offense committed before **you** acquired or formed the organization.
5. Any other person or entity named by endorsement to this Certificate as an **insured** or additional insured, but only to the extent and with the limitations set forth in said endorsement.
6. The term insured, as used in this Certificate, refers to all persons or organizations who meet a definition of insured contained in SECTION II or are named an insured in an endorsement attached to the Certificate.

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

### SECTION III - LIMITS OF INSURANCE

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 2. above, the **Personal** and **Advertising Injury** Limit is the most **we** will pay under Coverage B for the sum of all damages because of all **personal injury** and all **advertising injury** sustained by any one person or organization.
  5. Subject to 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**.
    - c. The Fire Damage Limit is the most **we** will pay under Coverage A for damages because of **property damage** to premises rented to **you** arising out of any one fire.
    - d. The Medical Expense Limit is the most **we** will pay under Coverage C for all medical expenses because of **bodily injury** sustained by any one person.
  6. The most **we** will pay for the sum of all damages under **bodily injury** or **property damage** under all issued policies for any one **claim** or suit is a single aggregate limit of insurance. This aggregate limit of insurance is equal to the largest aggregate of insurance for such coverage of any single issued Certificate, and not the sum thereof.

The limits 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 Certificate period shown in the Declarations, unless the Certificate 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

We have no duty to provide coverage or defense under this insurance unless you and any other involved **insured** have fully complied with the conditions contained in this insurance.

##### 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. CANCELLATION

- a. The first Named Insured shown in the Declarations may cancel this Certificate by mailing or delivering to **us** advance written notice of cancellation.
- b. **We** may cancel this Certificate by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if **we** cancel for non-payment of premium; or
  - (2) 30 days before the effective date of cancellation if **we** cancel for any other reason.
- c. **We** will mail or deliver **our** notice to the first Named Insured's address shown in this Certificate.
- d. Notice of cancellation will state the effective date of cancellation. The Certificate period will end on that date.
- e. If this Certificate is cancelled, **we** will send the first Named Insured any premium refund due as follows:
- (1) if **we** cancel, the refund will be pro rata; or
  - (2) if the first Named Insured cancels, the refund may be less than pro rata and will be computed by the Company's customary short-rate procedure.
- The cancellation will be effective even if **we** have not made or offered a refund. Notwithstanding the foregoing, if the Company has elected to audit the Certificate rate basis under the provisions of Section IV. - Certificate Conditions, Paragraph 4.
- EXAMINATION OF YOUR BOOKS AND RECORDS hereof, the first Named Insured agrees to pay the higher of:
- (1) the earned premium as computed by such audit; or
  - (2) the earned premium as computed by such customary short-rate procedure of the minimum and deposit premium if the first Named Insured cancels, or as computed pro rata if the company cancels.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

### 3. CHANGES

This Certificate 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 Certificate with **our** written consent. This Certificate's terms can be amended or waived only by endorsement issued by **us** and made a part of this Certificate.

### 4. EXAMINATION OF YOUR BOOKS AND RECORDS

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

### 5. INSPECTIONS AND SURVEYS

**We** have the right but are not obligated to:

- a. Make inspections and surveys at any time;
- b. Give **you** reports on the conditions **we** find; and
- c. Recommend changes.

Any inspections, surveys, reports or recommendations 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. **We** do not warrant that conditions:

- a. Are safe or healthful; or
- b. Comply with laws, regulations, codes or standards.

These conditions apply not only to **us**, but also to any rating, advisory rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

### 6. DUTIES IN THE EVENT OF AN OCCURRENCE, OFFENSE, CLAIM OR SUIT

a. Any insured must see to it that we are notified immediately of an occurrence which may result in a **claim**. 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 brought against an insured, the insured must:

- (1) Immediately record the specifics of the **claim** or **suit** and the date received, and
- (2) Notify **us** as soon as practicable, but not more than ten (10) days following initial receipt of the **claim**.

**You** must see to it that **we** receive written notice of the **claim** or **suit** as soon as practicable, but no greater than ten (10) days following initial notice of an **occurrence** or offense. Failure to comply with this notice provision may result in the elimination of coverage under this Certificate.

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, settlement or defense of the **claim** or **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. The Company shall not be liable for any cost, payment, expense (including legal expense) or obligation assumed or incurred by an **insured** without the Company's express consent. Nothing in this subparagraph d. shall be construed to expand upon coverage nor lengthen or expand the periods in which **claims** or suits are to be reported as set forth in paragraphs a. through c. of this Section.

## 7. 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** obtained after an actual trial; 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.

## 8. OTHER INSURANCE

If other insurance is available to an **insured** for a damage **we** cover under Coverages A or B of this Certificate, **our** obligations are limited as follows:

a. Primary Insurance

This insurance is primary except where paragraph b. below applies. When other insurance applicable to the loss, injury or damage on behalf of the **insured** is also excess, as set forth in paragraph b. below, then **we** will share with all that other excess insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any other insurance naming an insured, whether such insurance is primary, excess, contingent or contributing. This insurance may not be used to satisfy any deductible or self-insured retention amounts an insured may owe as a result of loss, damage or injury.

When this insurance is excess, **we** will have no duty under Coverage A or B to defend any **claim** or **suit** that any other insurer has a duty to defend.

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:

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

**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

Where paragraph b. is applicable, and this insurance must share with other excess insurance, the following method of sharing shall be followed:

If all of the other contributing excess 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 upon the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers providing excess coverage.

The above methods of sharing will also apply where no primary insurance, as set forth in b. above, is applicable to the loss. In such instance, all applicable deductibles and/or self-insured amounts must first be exhausted before this insurance will apply.

9. PREMIUM AUDIT

- a. **We** will compute all premiums for this Certificate in accordance with **our** rules and rates.
- b. If the premium for this Certificate is designated as a MINIMUM AND DEPOSIT PREMIUM, then the Company shall be entitled to retain that premium in full, notwithstanding any subsequent audit showing an earned premium to be less than the amount designated as the MINIMUM AND DEPOSIT PREMIUM. In no event shall all or any part of a MINIMUM AND DEPOSIT PREMIUM be returnable to any Named Insured predicated upon the results of any general audit or audit of payroll, receipts or sales. Notwithstanding the foregoing, a MINIMUM AND DEPOSIT PREMIUM is subject to an upward adjustment if an audit shows that the total earned premium exceeds the MINIMUM AND DEPOSIT PREMIUM. In that case, the amount by which the total earned premium exceeds the MINIMUM AND DEPOSIT PREMIUM shall be due and payable on notice to the first Named Insured.
- c. The first Named Insured must keep records of the information **we** need for the premium computation, and send **us** copies at such times as **we** may request.
- d. If the first Named Insured refuses to allow the Company access to its records sufficiently to conduct such audit of the Certificate term, then the Company shall, at its sole discretion, have the option to pursue either one of the following:
  - (1) To initiate all available legal and/or equitable remedies available in a court of proper jurisdiction to enforce and accomplish the subject audit; or
  - (2) To invoice the first Named Insured for an additional premium equal to THE GREATER OF twenty-five percent (25%) of the original minimum and deposit premium shown on the declarations page of this Certificate or five thousand dollars (\$5,000).
- e. Additional premiums invoiced under option (2) of the above Section IV, Paragraph 9.d. are due and payable on such invoicing to the first Named Insured. Interest allowed by the **Insured's** state laws, or if no such laws, then ten percent (10%) interest, shall begin to accrue thirty (30) days after such invoicing on

all amounts due from the first Named Insured under said Section IV, Paragraph 9.d. above. The first Named Insured further agrees to pay the Company, upon demand, all reasonable attorneys' fees, collection costs, and court costs required by the Company to enforce its rights and remedies under either option (1) or option (2) set forth in said Section IV, Paragraph 9.d. above.

- f. If the first Named Insured fails to pay the amount determined to be due and owing following invoicing by the Company, the Company shall have the right to rescind the Certificate in its entirety. The first Named Insured will receive a return of the amount of premium owed less the total earned premium, if no **claim** has been made under the Certificate. If a **claim** has been made under the Certificate, no amount of premium will be returned, and the Certificate will be rescinded as of the date of receipt of the latest **claim**.

#### 10. PREMIUMS

1. The first Named Insured shown in the declarations:
  - a. Is responsible for the payment of all premiums; and
  - b. Will be the payee for any return premiums **we** pay.
2. THIS CERTIFICATE SHALL NOT TAKE EFFECT UNLESS THE DESIGNATED PREMIUM HAS BEEN PAID. FAILURE TO PAY THE DESIGNATED PREMIUM ACTS AS A RESCISSION OF THE CERTIFICATE AND ANY BINDER THAT MAY HAVE BEEN ISSUED. PAYMENT OF THE DESIGNATED PREMIUM CONSTITUTES ACCEPTANCE OF THE CERTIFICATE AND ALL OF ITS TERMS AND CONDITIONS.

#### 11. REPRESENTATIONS

By accepting this Certificate, **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 Certificate in reliance upon **your** representations.
- d. Your representations were express warranties.
- e. A determination that your representations were false will result in rescission of this agreement.

#### 12. 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.

#### 13. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

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

#### 14. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS CERTIFICATE

**Your** rights and duties under this Certificate 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 under this Certificate 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.

### SECTION V - DEFINITIONS

1. **Advertising injury** means injury other than **bodily injury or personal injury** arising out of one or more of the following offenses committed in the course of and through the means of an **insured's** advertising activities:
  - a. Oral or written publication of material that slanders or libels a person or organization;

- b. Oral or written publication of material that violates a person's right of privacy;
2. **Auto** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. **Auto** does not include **mobile equipment**.
  3. **Bodily injury** means physical injury, physical sickness or physical disease sustained by any person, including death resulting therefrom. **Bodily injury** does not include shock or emotional, mental or psychological distress, injury, trauma or anguish, or other similar condition.
  4. **Claim** or **Claims** means a request or a demand received by any **insured** or the Company for money or services, including the service of **suit** or institution of arbitration proceedings against any **insured**.
  5. **Coverage territory** means:
    - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
    - b. International waters or airspace, provided the injury or **damage** does not occur in the course of travel or transportation to or from any place not included in a. above or
    - c. All parts of the world if:
      - (1) The injury or **damage** arises out of:
        - (a) Goods or products made or sold by you in the territory described in a. above; or
        - (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on business; and
      - (2) The insured's responsibility to pay **damages** is determined in a **suit** on the merits, in the territory described in a. above or in a settlement we agree to.
  6. **Damage** means the estimated money equivalent for loss or injury sustained. **Damage** does not include attorney's fees and costs of suit.
  7. **Hazardous properties** mean radioactive, toxic or explosive properties.
  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:
    - a. The repair, replacement, adjustment or removal of **your product** or **your work**; or
    - b. **Your** fulfilling the terms of the contract or agreement.
  9. **Insured contract** means:
    - a. A lease of premises;
    - b. A sidetrack agreement;
    - c. Any easement or real estate 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,

but only if such **bodily injury** or **property damage** is not excluded by the terms of the Certificate, and arises from your work performed during the Certificate period.

An **insured contract** does not include that part of any contract or agreement:

- a. That indemnifies any person or organization for **bodily injury** or **property damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- b. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (1) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
  - (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- c. 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 b. above and supervisory, inspection or engineering services; or
- d. That indemnifies any person or organization for damage by fire to premises rented or loaned to **you**.
- e. That indemnifies any person or organization for defense fees or costs resulting from litigation.

10. **Loading or unloading** means the handling of property:

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

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

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

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

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

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

12. **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 an **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.

13. **Nuclear Material** means **source material, special nuclear material or by product material**.

14. **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.

15. **Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harm.

16. **Personal Injury** means injury, other than **bodily injury**, or **advertising injury** arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. Wrongful entry into, or physical eviction of a person from, a room, dwelling or premises by an insured;
- d. Oral or written publication of material that slanders or libels a person or organization; or
- e. Oral or written publication of material that violates a person's right of privacy.

17. **Pollutant** means any solid, liquid, gaseous or thermal irritants or contaminants, including smoke, vapor, soot, fumes, acids, sulfates, sulfites, alkalis, chemicals, **waste**, biological material, mold, mildew and intangibles which negatively affect the health and welfare of people, disrupt ecological balance, or desecrate the environment and negatively impact plants and non-human species.

**Pollutant** as used herein means any form of pollution as defined above which forms the basis for liability, whether the **pollution** is said to cause physical injury or not, which by volume or timing or any other factor is said to give rise to liability.

18. a. **Products-completed operations hazard** includes all **bodily injury** or **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.
- b. **Your work** will be deemed completed at the earliest of the following times:
- (1) When all of the work called for in **your** contract has been completed.
  - (2) When all of the work to be done at the site has been completed if **your** contract calls for work at more than one site.
  - (3) 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.
- c. This hazard 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 created by the **loading** or **unloading** of it;
  - (2) The existence of tools, uninstalled equipment or abandoned or unused materials;
  - (3) Products or operations for which the classification in this Coverage Part or in **our** manual of rules includes products or completed operations.
19. **Property damage** means 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.
20. **Source material, special nuclear material and by-product material** have the meanings given them in the Atomic Energy Act of 1954 and any amendment thereto.
21. **Spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor.
22. **Suit** means a civil proceeding in which **damage** because of **bodily injury, property damage, personal injury or advertising injury** to which this insurance applies are alleged. **Suit** includes:
- a. An arbitration proceeding in which such **damages** are claimed and to which **you** must submit or do submit with **our** consent; or
  - b. Any other alternative dispute resolution proceeding in which such **damages** are claimed and to which **you** submit with **our** consent.
23. **Waste** means any material:
- a. Containing **by-product material** other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any source or processed primarily for its **source material content** ;
  - 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**; and
  - c. Any material or substances to be recycled, reconditioned or reclaimed, and any substance or material produced as a by-product or side effect of any process.
24. **Your product** means:
- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
    - (1) **You**;
    - (2) Others trading under **your** name; or
    - (3) A person or organization whose business or assets **you** have acquired; and

- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**Your product** includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**, and
- b. The providing of or failure to provide warnings or instructions.

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

25. **Your work** means:

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

**Your work** includes:

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

#### **SECTION VI – EXTENDED REPORTING PERIODS**

##### **A. Basic Extended Reporting Period**

1. A Basic Extended Reporting Period of sixty (60) days is automatically provided without additional charge unless:
  - a. This Certificate is cancelled or not renewed by **us** due to either:
    - (i) Non-payment of premium; or
    - (ii) Non-reimbursement of deductible amounts paid by **us**.
2. Unless otherwise provided by endorsement to this Certificate, the Basic Extended Reporting Period does not extend the Certificate period or change the scope or amount of coverage provided. The Basic Extended Reporting Period applies only to **claims** that are reported in writing to **us** that were first made to a **insured** during the Certificate period for:
  - a. **Bodily injury** or **property damage** that occurs before the end of the Certificate period but not before the retroactive date, if any, shown in the declarations; or
  - b. **Personal injury** or **advertising injury** caused by an offense committed before the end of the Certificate period but not before the retroactive date, if any, shown in the declarations.
3. 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**.
4. Once in effect, the Basic Extended Reporting Period may not be cancelled.
5. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.

##### **B. Supplemental Extended Reporting Period**

1. A Supplemental Extended Reporting Period of limited duration (two years maximum) is available, but only by endorsement and for an additional premium charge.
2. **You** must make a written request for the endorsement at least thirty (30) days before the end of the Certificate period. The Supplemental Extended Reporting Period will not go into effect unless **you** pay

the additional premium within thirty (30) days after the end of the Certificate period. This supplemental period starts when the Certificate period ends.

3. **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 **Insured's** exposure;
  - b. Previous type and amounts of insurance;
  - c. Limits of Insurance available under this Coverage Part for future payment of damages; and
  - d. Other related factors.
4. The additional premium will not exceed 200% of the annual premium that was charged for this Certificate, and will be for a period not to exceed two (2) years following the expiration date of the Certificate.
5. The Supplemental Extended Reporting Period endorsement 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 starts.
6. A **claim** first made during the Supplemental Extended Reporting Period will be deemed to have been made on the last day of the Certificate period provided that the **claim** is for damages for **bodily injury** or **property damage** that occurred before the end of the Certificate period, but not before any applicable retroactive date.
7. A **claim** first made during the Supplemental Extended Reporting Period will be deemed to have been made on the last day of the Certificate period provided that the **claim** is for damages for **personal injury** or **advertising injury** because of an offense that was committed before the end of the Certificate period, but not before any applicable retroactive date.
8. The Supplemental Extended Reporting Period will not reinstate or increase the Limits of Insurance.