

GENERAL LIABILITY COVERAGE PART - OCCURRENCE

COVERAGES**A. Bodily Injury and Property Damage Liability Coverage**

The Insurer will pay those sums that the **Insured** becomes legally obligated to pay as **damages** because of **bodily injury** or **property damage** provided that:

1. the **bodily injury** or **property damage** is caused by an **occurrence**;
2. the **bodily injury** or **property damage** occurs during the **policy period**; and
3. prior to the effective date of the **policy period**, no **authorized insured** knew that such **bodily injury** or **property damage** had occurred, in whole or in part. If any **authorized insured** knew, prior to the **policy period**, that any **bodily injury** or **property damage** had 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**. An **authorized insured** will be deemed to know that such **bodily injury** or **property damage** occurred at the earliest time when any:
 - a. **authorized insured** reports all, or any part, of such **bodily injury** or **property damage** to the Insurer or to any other insurer;
 - b. **authorized insured** becomes aware by any other means that such **bodily injury** or **property damage** has occurred or has begun to occur; or
 - c. **authorized insured** knew or should have known of a **claim** or **potential claim**.

B. Personal and Advertising Injury Liability Coverage

The Insurer will pay those sums that the **Insured** becomes legally obligated to pay as **damages** because of **personal and advertising injury** provided that:

1. the **personal and advertising injury** is caused by an offense arising out of the **Insured Entity's** business; and
2. the offense was first committed during the **policy period**. An offense shall be deemed first committed on the date of the first utterance or dissemination or, if there is no dissemination or utterance, on the first date of the activity giving rise to a **claim**.

C. Medical Payments Coverage

1. The Insurer will pay medical expenses as described below for **bodily injury** caused by an accident:

- a. on premises the **Insured Entity** owns or rents;
- b. on ways next to premises the **Insured Entity** owns or rents; or
- c. as a result of the **Insured Entity's** operations;

provided that:

- i. the accident takes place during the **policy period**;
 - ii. the expenses are incurred and reported to the Insurer within one year of the date of the accident; and
 - iii. the injured person submits to examination, at the Insurer's expense, by physicians of the Insurer's choice as often as the Insurer reasonably requires.
2. The Insurer will make these payments regardless of fault. These payments will not exceed the applicable Limit of Insurance. The Insurer will pay reasonable expenses for:



- a. first aid administered at the time of an accident;
- b. necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- c. necessary ambulance, hospital, professional nursing and funeral services.

The Insurer will pay all **defense costs** in connection with a covered **claim**. Such **defense costs** are in addition to the Limits of Insurance.

DEFENSE

A. Duty to Defend

The Insurer has the right and duty to defend in the **Insured's** name and on the **Insured's** behalf any covered **claim** even if any of the allegations of such **claim** are groundless, false or fraudulent. The Insurer shall have the right to appoint counsel and to make such investigation, defense and settlement of a **claim** as is deemed necessary by the Insurer. If a **claim** is subject to an **arbitration proceeding** or mediation, the Insurer shall be entitled to exercise all of the **Insured's** rights in the choice of arbitrators or mediators and in the conduct of an **arbitration proceeding** or mediation proceeding involving such **claim**.

B. Exhaustion of Limits

The Insurer is not obligated to investigate, defend, pay or settle, or continue to investigate, defend, pay or settle a **claim** after the applicable limit of the Insurer's liability has been exhausted by payment of **damages**. In such case, the Insurer shall have the right to withdraw from the further investigation, defense, payment or settlement of such **claim** by tendering control of said investigation, defense or settlement of the **claim** to the **Insured**.

EXCLUSIONS

A. Exclusions Applicable Only to Bodily Injury and Property Damage Liability Coverage and Personal and Advertising Injury Liability Coverage

This coverage part does not apply to:

1. Asbestos

- a. **bodily injury, property damage or personal and advertising injury** arising out of any actual, alleged or threatened exposure at any time to **asbestos**; or
- b. any loss, cost or expense that may be awarded or incurred:
 - i. by reason of a **claim** for any such injury or damage; or
 - ii. in complying with a governmental direction or request to test for, monitor, clean up, remove, contain or dispose of **asbestos**.

2. Distribution or Recording of Material or Information in Violation of **Statutes Law**

bodily injury, property damage or personal and advertising injury arising out of any actual or alleged violation of:

- a. the Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- b. the CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- c. the Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA);
- d. any statute, ordinance, regulation or law other than the TCPA, CAN-SPAM Act of 2003, or FCRA, including FACTA, 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; or



- e. any statute, ordinance, regulation or law which prohibits or limits the conversion or consumption of another's tangible property or electronic assets. For the purpose of this provision, electronic assets include but are not limited to minute allowances, text message allowances, and other electronic consumables.

3. Employment Related Practices

bodily injury or personal and advertising injury to:

- a. a person arising out of any actual or alleged:
 - i. refusal to employ that person;
 - ii. termination of that person's employment;
 - iii. employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- b. the spouse, **domestic partner**, child, parent, brother or sister of that person as a consequence of such **bodily injury or personal and advertising injury** to that person at whom any of the employment-related practices described in paragraphs a. i., ii., or iii. above is directed.

This exclusion applies:

- (a) whether the **Insured** may be liable as an employer or in any other capacity; and
- (b) to any obligation to share damages with or repay someone else who must pay damages because of the injury.

4. Fungi and Microbes

- a. **bodily injury, property damage or personal and advertising injury** arising out of any actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or growth or presence of any **fungi or microbes**;
- b. any loss, cost or expense arising out of or relating to the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, or disposing of, or in any way responding to or assessing the effects of **fungi or microbes** by any **Insured** or by anyone else; or
- c. **property damage** caused by water where there also exists any **property damage** arising out of or relating to, in whole or in part, the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or growth or presence of any **fungi or microbes**.

This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage, loss, cost or expense.

This exclusion does not apply where the **Insured Entity's** business includes food processing, sales, or serving, and the **bodily injury** is caused solely by food poisoning in connection with such processing, sales, or serving.

5. Professional Services

bodily injury, property damage or personal and advertising injury arising out of any actual or alleged act, error or omission with respect to **professional services** rendered by, or that should have been rendered by:

- a. an **Insured**; or
- b. any person or organization:
 - i. for whose acts, errors or omissions an **Insured** is legally responsible; or
 - ii. from whom an **Insured** assumed liability by reason of a contract or agreement;



6. Respirable Dust and Silica

- a. **bodily injury, property damage or personal and advertising injury** based on or arising out of the actual, alleged or threatened respiration, ingestion or presence of or exposure at any time to respirable dust or **silica**; or
- b. any loss, cost or expense that may be awarded or incurred:
 1. by reason of a **claim** for any such injury or damage; or
 2. in complying with a governmental direction or request to test for, monitor, clean up, remove, contain or dispose of respirable dust or **silica**.

7. War

bodily injury, property damage or personal and advertising injury however caused, arising, directly or indirectly, out of:

- a. war, including undeclared or civil war;
- b. 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
- c. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in response to any of these.

However, this exclusion does not apply to damage by fire to premises while rented to the **Insured Entity** or temporarily occupied by the **Insured Entity** with permission of the owner.

B. Exclusions Applicable Only to Bodily Injury and Property Damage Liability Coverage

This coverage part does not apply to:

1. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability damages arising out of:

- a. any actual or alleged 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
- b. the actual or alleged 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 the Insured or others arising out of that which is described in paragraph a. or b. above. However, unless paragraph a. above applies, this exclusion does not apply to **damages** because of **bodily injury**.

2. Aircraft, Auto or Watercraft

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

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

This exclusion does not apply to:

- a. watercraft while ashore on premises the **Insured Entity** owns or rents;

- b. watercraft the **Insured Entity** does 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 the **Insured Entity** owns or rents, provided the **auto** is not owned by or rented or loaned to any **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.** (Cherry Pickers etcetera) or **F. 3.** (air compressors etcetera) of the definition of **mobile equipment**.

3. 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**:

- a. that the **Insured** would have in the absence of the contract or agreement; or
- b. 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 attorney 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:
 - i. liability to such party for, or for the cost of, that party's defense has also been assumed in the same **insured contract**; and
 - ii. such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which **damages** to which this insurance applies are alleged.

4. 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 any actual or alleged:

- a. defect, deficiency, inadequacy or dangerous condition in **insured product** or **insured work**; or
- b. delay or failure by the **Insured Entity** or anyone acting on the **Insured Entity's** 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 **insured product** or **insured work** after it has been put to its intended use.

5. Damage to Insured Product

property damage to **insured product** arising out of it or any part of it.

6. Damage to Insured Work

property damage to **insured work** arising out of it or any part of it and included in the **products-completed operations hazard**. This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on the **Insured Entity's** behalf by a subcontractor.

7. Damage to Property the Insured Entity Owns or in its Care, Custody or Control

Property damage to:

- a. property the **Insured Entity** owns, rents, or occupies, including any costs or expenses incurred by the **Insured Entity**, 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;
- b. premises the **Insured Entity** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- c. property loaned to the **Insured Entity**;
- d. personal property in the care, custody or control of the **Insured**;
- e. that particular part of real property on which the **Insured Entity** or any contractors or subcontractors working directly or indirectly on the **Insured Entity's** behalf are performing operations, if the **property damage** arises out of those operations; or
- f. that particular part of any property that must be restored, repaired or replaced because **insured work** was incorrectly performed on it.

Paragraphs **a.**, **b.**, and **c.** of this exclusion do not apply to **property damage** (other than damage by fire) to premises, including the contents of such premises, rented to the **Insured Entity** for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To The **Insured Entity** as described in the section entitled **Limits of Insurance**.

Paragraph **b** of this exclusion does not apply if the premises are **insured work** and were never occupied, rented or held for rental by the **Insured Entity**.

Paragraphs **c.**, **d.**, **e.**, and **f.** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **f.** of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

8. Employer's Liability

bodily injury to:

- a. an **employee** (other than an **employee** who is a volunteer) of the **Insured** arising out of and in the course of:
 - i. employment by the **Insured**;
 - ii. performing duties related to the conduct of the **Insured** business; or
- b. the spouse, **domestic partner**, child, parent, brother or sister of that **employee** as a consequence of Paragraph **a.** above.

This exclusion:

- (a) 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;
- (b) does not apply to liability assumed by the **Insured** under an **insured contract**.

9. 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.

10. Liquor Liability

bodily injury or **property damage** for which any **Insured** may be held liable by reason of:

- a. causing or contributing to the intoxication of any person;
- b. the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if the **Insured Entity** is in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages;

11. Mobile Equipment

bodily injury or **property damage** arising out of any actual or alleged:

- a. transportation of **mobile equipment** by an **auto** owned or operated by or rented or loaned to any **Insured**; or
- b. use of **mobile equipment** in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

12. Nuclear Energy Liability

bodily injury or **property damage** including all forms of radioactive contamination of property:

- a. 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 Insurance;
- b. resulting from the **hazardous properties of nuclear material** and with respect to which:
 - i. any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or
 - ii. 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; or
- c. resulting from **hazardous properties of nuclear material**, if:
 - i. 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;
 - ii. 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
 - iii. 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.

As used in this exclusion, **property damage** includes all forms of radioactive contamination of property.

13. Personal and Advertising Injury

bodily injury arising out of **personal and advertising injury**.



14. Pollution

<<Product Name>>

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- a. **bodily injury** or **property damage** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:
- i. 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:
 - (a) **bodily injury** if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building;
 - (b) **bodily injury** or **property damage** for which an additional insured may be held liable if such additional insured is a contractor and the owner or lessee of such premises, site or location and has been added to the **Insured Entity's** policy as an additional insured with respect to the **Insured Entity's** ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not or never was owned or occupied by, or rented or loaned to, any **Insured**, other than that additional insured; or
 - (c) **bodily injury** or **property damage** arising out of heat, smoke or fumes from a **hostile fire**;
 - ii. 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;
 - iii. which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (a) any **Insured**; or
 - (b) any person or organization for whom the **Insured Entity** may be legally responsible; or
 - iv. 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:
 - (a) **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;
 - (b) **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 the **Insured Entity** or on the **Insured Entity's** behalf by a contractor or subcontractor; or
 - (c) **bodily injury** or **property damage** arising out of heat, smoke or fumes from a **hostile fire**.
 - v. 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**.
- b. Any loss, cost or expense arising out of any actual or alleged:

- i. 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
- ii. **claim** 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** by or on behalf of a governmental authority.

15. Recall of Products, Work or Impaired Property

damages claimed for any loss, cost or expense incurred by the **Insured Entity** or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- a. **insured product**;
- b. **insured work** or
- c. **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.

16. Workers' Compensation and Similar Laws

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

The exclusions entitled: **Aircraft, Auto or Watercraft; Damage to Impaired Property or Property not Physically Injured; Damage to Property the Insured Entity Owns or in its Care, Custody or Control; Damage to Insured Product; Damage to Insured Work; Employer's Liability; Liquor Liability; Mobile Equipment; Pollution; Recall of Products, Work or Impaired Property; and Worker's Compensation and Similar Laws** do not apply to damage by fire to premises while rented to the **Insured Entity** or temporarily occupied by the **Insured Entity** with permission of the owner. A separate Limit of Insurance applies to this coverage as described in the section entitled **LIMITS OF INSURANCE**.

C. Exclusions Applicable Only to Personal and Advertising Injury Liability Coverage

This **coverage part** does not apply to:

1. 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 the **Insured** or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

2. Breach of Contract

personal and advertising injury arising out of any actual or alleged breach of contract, except an implied contract to use another's advertising idea in the **Insured Entity's advertisement**.



3. 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.

4. Criminal Acts

personal and advertising injury arising out of any actual or alleged criminal act committed by or at the direction of the **Insured**. The Insurer shall provide the **Insured** with a defense of such **claim** unless or until the criminal act or omission has been determined by any trial verdict, court ruling, regulatory ruling or legal admission, whether appealed or not. Such defense will not waive the Insurer's rights under this policy. Criminal proceedings are not covered under this policy regardless of the allegations made against any **Insured**.

5. Electronic Chat Rooms or Bulletin Boards

personal and advertising injury arising out of an electronic chat room or bulletin board the **Insured** hosts, owns, or over which the **Insured** exercises control.

6. Infringement of Copyright, Patent, Trademark or Trade Secret

personal and advertising injury arising out of any actual or alleged 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 the **Insured Entity's advertisement**. However, this exclusion does not apply to infringement of copyright, trade dress or slogan in the **Insured Entity's advertisement**.

7. Insureds in Media and Internet Type Businesses

personal and advertising injury committed by an **Insured** whose business is:

- a. advertising, broadcasting, publishing or telecasting;
- b. designing or determining content or web-sites for others; or
- c. an Internet search, access, content or service provider.

However, this exclusion does not apply to paragraph **B.** of **personal and advertising injury** as set forth in the **GLOSSARY OF DEFINED TERMS**.

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

8. Knowing Violation of Rights of Another

personal and advertising injury caused by or at the direction of the **Insured** if the **Insured** knew or should have known that the act would cause **personal and advertising injury**.

9. Material Published with Knowledge of Falsity

personal and advertising injury arising out of actual or alleged oral or written publication of material, if the **Insured** knew or should have know the material was false.

10. 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.

11. Pollution-Related

any loss, cost or expense arising out of any:



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- a. 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, **pollutants**; or
- b. **claim** 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**.

12. Quality or Performance of Goods – Failure to Conform to Statements

personal and advertising injury arising out of any actual or alleged failure of goods, products or services to conform to any statement of quality or performance made in the **Insured Entity's advertisement**.

13. Unauthorized Use of Another's Name or Product

personal and advertising injury arising out of any actual or alleged unauthorized use of another's name or product in the **Insured Entity's** e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

14. Wrong Description of Prices

personal and advertising injury arising out of any actual or alleged wrong description of the price of goods, products or services stated in the **Insured Entity's advertisement**.

D. Exclusions Applicable Only to Medical Payments Coverage

The Insurer will not pay expenses for **bodily injury**:

1. Any Insured

to any **Insured**, except volunteers.

2. Athletics Activities

to a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests. This exclusion does not apply to physical therapy unless such physical therapy is rendered in the course of **professional services**.

3. Coverage A Exclusions

excluded under Coverage **A**.

4. Hired Person

to a person hired to do work for or on behalf of any **Insured** or a tenant of any **Insured**.

5. Injury on Normally Occupied Premises

to a person injured on that part of premises the **Insured Entity** owns or rents that the person normally occupies.

6. Nuclear Energy Liability

bodily injury resulting from the **hazardous properties** of **nuclear materials** and arising out of the operation of a **nuclear facility** by any person or organization.

7. Products-Completed Operations Hazard

included within the **products-completed operations hazard**.

8. 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.

LIMITS OF INSURANCE

A. Rules for the application of Limits

Form No: CNA71821XX (087-2014)

FORMTYPE Page: a of b

Underwriting Company: **KNAME, K1ADDR K2ADDR, KCITY, KSTATE KZIP**

Policy No: **FPOLSYM FPOLNUM**

Policy Effective Date: **GTEFFDAT**

Policy Page: x of y

1. Related Offenses

In determining the limit available for **damages** because of **personal and advertising injury** to any one person or organization or in the aggregate, all **related offenses** shall be deemed to be one offense that was first committed on the date of the first utterance or dissemination or, if there is no dissemination or utterance, on the first date of the activity giving rise to a **claim**. As such, if an offense is first committed during the **policy period**, as set forth in the section entitled Coverages, paragraph **B. Personal and Advertising Injury**, subparagraph **2**. all **personal and advertising injury** arising out of such **offense** and all such **related offenses**, whenever committed, shall be subject to the Each Person or Organization and General Aggregate Limits of Insurance, set forth below, and any applicable retention or deductible, of the **policy period** in which such first offense was committed.

2. Multiple Insureds, claims, and claimants

The limits of insurance shown in the Declarations and subject to the provisions of this policy, is the most the Insurer will pay as **damages** regardless of the number of **Insureds, claims** made and reported or persons or entities making **claims**.

B. Each Occurrence Limit

Subject to the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever applies, the Each **Occurrence** Limit is the most the Insurer will pay for the sum of:

1. **damages** under the section entitled **COVERAGES**, paragraph **A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**; and

2. medical expenses under the section entitled **COVERAGES**, paragraph **C. MEDICAL PAYMENTS**, because of all **bodily injury** and **property damage** arising out of any one **occurrence** regardless of the number of **Insureds, claims** made or persons or entities making **claims**.

C. Personal and Advertising Injury Each Person or Organization Limit

Subject to the General Aggregate Limit, the Personal and Advertising Injury Limit is the most the Insurer will pay under the section entitled **COVERAGES**, paragraph **B. PERSONAL AND ADVERTISING INJURY LIABILITY** for the sum of all **damages** because of all **personal and advertising injury** sustained by any one person or organization.

D. Damage to Rented Property Each Premises Limit.

Subject to the Each **Occurrence** limit, the Damage To Rented Property Each Premises Limit is the most the Insurer will pay under the section entitled **COVERAGES**, paragraph **A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for **damages** because of **property damage** to any one premises, while rented to the **Insured Entity**, or in the case of damage by fire, while rented to the **Insured Entity** or temporarily occupied by the **Insured Entity** with permission of the owner.

E. Medical Expense Each Person Limit

Subject to the Each **Occurrence** limit, the Medical Expense Limit is the most the Insurer will pay under the section entitled **COVERAGES**, paragraph **C. MEDICAL PAYMENTS**, for all medical expenses because of **bodily injury** sustained by any one person.

F. General Aggregate Limit

The General Aggregate Limit is the most the Insurer will pay for the sum of:

1. medical expenses under the section entitled **COVERAGES**, paragraph **C. MEDICAL PAYMENTS**;

2. **damages** under the section entitled **COVERAGES**, paragraph **A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and



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3. **damages** under the section entitled **COVERAGES**, paragraph **B. PERSONAL AND ADVERTISING INJURY LIABILITY**.

G. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most the Insurer will pay under the section entitled **COVERAGES**, paragraph **A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for **damages** because of **bodily injury** and **property damage** included in the **products-completed operations hazard**.

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.

SPECIAL CLAIM

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Underwriting Company: **KNAME, K1ADDR K2ADDR, KCITY, KSTATE KZIP**

Policy No: **FPOLSYM FPOLNUM**

Policy Effective Date: **GTEFFDAT**

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