

# CONTRACTOR'S POLLUTION LIABILITY COVERAGE FORM

**THIS COVERAGE FORM PROVIDES OCCURRENCE COVERAGE. CLAIMS EXPENSES ARE INCLUDED WITHIN THE DEDUCTIBLE AMOUNT AND THE LIMITS OF INSURANCE WILL BE REDUCED BY CLAIMS EXPENSES. PLEASE READ THE ENTIRE FORM CAREFULLY.**

Various provisions in this policy restrict coverage. This is limited insurance. It does not provide Commercial General Liability Coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

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

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

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

## SECTION I - COVERAGE

### CONTRACTOR'S POLLUTION LIABILITY

#### 1. Insuring Agreement

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

(1) The amount we will pay for damages and "claims expenses" is limited as described in Section III -Limits of Insurance and Deductible; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments, settlements or "claims expenses".

No other obligation or liability to pay sums or perform acts or services is covered.

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

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

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

(1) The "bodily injury" or "property damage" results from a "pollution condition" that arises out of "your work".

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

#### 2. Exclusions

This insurance does not apply to:

##### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

##### b. Executive Officer

"Bodily injury" or "property damage" arising from your services and/or capacity as an "executive officer", director, partner, trustee or "employee" of a business enterprise not named in the Declarations.

##### c. Other Enterprises

"Bodily injury" or "property damage" arising out of any business enterprise owned, operated or managed by the insured or its parent company or the affiliate, successor or assignee of such company not named in the Declarations.

##### d. Intentional Acts

"Bodily injury" or "property damage" arising out of your intentional, willful or deliberate non-compliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order or instruction of any governmental or public agency or body either before or after coverage inception.

##### e. Damage To Property

"Property damage" to:

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

(2) Premises you sell, give away or abandon; or

(3) Property loaned to you.

##### f. Fines And Penalties

Punitive damages, exemplary damages, multiplied damages, fines or penalties.

**g. Professional Services**

"Bodily injury" or "property damage" arising out of the rendering of or failure to render professional services by you or any contractor or subcontractor working on your behalf, including the preparation or approval of maps, drawings, opinions, reports, surveys, designs, specifications or engineering services.

**h. Damage To Your Work**

"Property damage" to "your work" and included in the "products-completed operations hazard".

**i. Damage To Impaired Property Or Property Not Physically Injured**

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

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

**j. Contractual Liability**

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

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable 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:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such 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.

**k. Workers Compensation And Similar Laws**

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

**l. Employer's Liability**

"Bodily injury" to:

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

This exclusion applies:

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

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

**m. Aircraft, Auto, Rolling Stock Or Watercraft**

"Bodily injury" or "property damage" arising from the ownership, maintenance, use or entrustment to others of any aircraft, "auto", rolling stock or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading and unloading". This exclusion does not apply to liability for damages arising from the transportation of materials:

- (a) If not on public roads, by an "auto" or rolling stock; and
- (b) Within the boundaries of the job site where "your work" is being performed.

**n. Products**

"Bodily injury" or "property damage" arising out of "your product".

**o. Other Insured**

Any "claim" made or "suit" brought by or on behalf of:

- (1) Your parent corporation, a subsidiary of your parent corporation or your subsidiary; or
- (2) Any insured against any other insured covered under this insurance.

This exclusion does not apply to a person or organization who would not be an insured under this policy except for an endorsement to this policy adding them as an additional insured.

**p. Underground Storage Tank Installation**

"Bodily injury" or "property damage" arising out of "your work" in the installation, maintenance, upgrading, retrofitting or repair of underground storage tanks or any piping associated therewith.

**q. Mobile Equipment**

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

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

**r. 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. This exclusion applies only to liability assumed under a contract or agreement.

**s. Known Injury Or Damage**

"Bodily injury" or "property damage" that was known to any insured prior to the beginning of the policy period regardless of whether:

- (1) There is a "continuation" during the policy period of the "occurrence" that caused such "bodily injury" or "property damage";
- (2) There is a "continuation" of such "bodily injury" or "property damage" during the policy period; or
- (3) The "occurrence" that caused such "bodily injury" or "property damage", causes new or additional "bodily injury" or "property damage" during the policy period.

For the purposes of this exclusion:

- (1) "Bodily injury" or "property damage" is considered known to an insured at the earliest of when that insured:
  - (a) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
  - (b) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
  - (c) Becomes aware, or reasonably should be aware, by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- (2) Knowledge of any "bodily injury" or "property damage" arising from an "occurrence" constitutes knowledge of all "bodily injury" to any person or "property damage" to any property caused by the same "occurrence".

**t. Manifest Injury Or Damage**

The "continuation" of "bodily injury" or "property damage" which "manifests" prior to the beginning of the policy period.

**u. Prior Insurance Or Prior Pollution Condition**

"Bodily injury" or "property damage":

- (1) For which insurance is afforded under any policy with a policy period that began prior to the beginning of the policy period for this insurance, or
- (2) That results from a "pollution condition" that first commenced prior to the beginning of the policy period for this insurance.

**v. Employment Related Practices**

"Bodily injury" to:

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

This exclusion applies:

- (1) Whether the 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.

**w. 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. However, this exclusion does not apply to damages claimed for "cleanup costs".

**x. Owned, Leased Or Occupied Locations**

"Bodily injury" or "property damage" arising out of any work performed or operations taking place at any location that is or previously was owned, leased or occupied by the named insured.

**y. Exterior Insulation And Finish Systems (EIFS)**

"Bodily injury" or "property damage" arising out of, caused by, or attributable to, whether in whole or in part, the following:

(1) The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction, or replacement of an "exterior insulation and finish system" (commonly referred to as synthetic stucco) or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system.

(2) Any work or operations with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system", or any substantially similar system, is used on the part of that structure containing that compound, feature or fixture.

This exclusion applies to all work performed by you or on your behalf.

**z. Organic Pathogen, Mold or Fungus**

(1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, growth, release or escape of any "organic pathogen, mold or fungus" at any time.

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

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of any "organic pathogen, mold or fungus"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, any "organic pathogen, mold or fungus".

**SECTION II - WHO IS AN INSURED**

1. If you are designated in the Declarations as:

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

2. Each of the following is also an insured:

- a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your "your work".
- 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 .

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

### SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLE

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;
  - c. Persons or organizations making "claims" or bringing "suits"; or
  - d. Governmental actions taken with respect to "cleanup costs".
2. The Aggregate Limit is the most we will pay for the sum of all damages and "claims expenses".
3. Subject to 2. above, the Each Pollution Condition Limit is the most we will pay for the sum of all damages and "claims expenses" because of all "bodily injury" or "property damage" arising out of any one "pollution condition".
4. Subject to 3. above, our obligation under this insurance to pay damages and "claims expenses" on behalf of the insured only applies in excess of the Deductible Amount shown in the Declarations for the sum of all damages and "claims expenses" because of all "bodily injury" or "property damage" arising out of any one "pollution condition".
5. All "claims expenses" shall first be subtracted from the available Limits of Insurance under this Coverage Part, with the remainder, if any, being the amount available to pay damages. If an available Limit of Insurance is exhausted prior to settlement or judgment of any pending "claim" or "suit", we shall have the right to withdraw from the further investigation or defense thereof by tendering control of such investigation or defense to the insured.
6. If we have paid any amount as a result of this Coverage Part for damages or "claims expenses" in excess of the Limits of Insurance or within the Deductible Amount, you shall be liable to us for such amounts and, upon demand, shall pay such amounts to us. We shall not make any payment in excess of the Limits of Insurance without your consent.
7. We, at our sole election and option, may either:
  - a. Pay any part or all of the Deductible Amount to effect settlement of any "claim"; or
  - b. Simultaneously upon receipt of notice of any "claim" or at any time thereafter, call upon you to pay or deposit with us all or any part of the Deductible Amount, to be held and applied by us as herein provided.

8. The Limits of Insurance of this Coverage Part apply to the policy period as shown in the Declarations and to any extension or contraction of that policy period.

### SECTION IV - CONDITIONS

#### 1. Bankruptcy

Bankruptcy or insolvency of you or of your estate will not relieve us of our obligations under this Coverage Part.

#### 2. Duties In The Event Of A Pollution Condition, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of a "pollution condition" which may result in a "claim" or "suit". To the extent possible, notice shall contain:

- (1) How, when and where the "pollution condition" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage that results from the "pollution condition".
- (4) How, when and where the "pollution condition" took place;
- (5) The names and addresses of any injured persons and witnesses; and
- (6) The nature and location of any injury or damage that results from the "pollution condition".

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

- (1) Immediately record the specifics of the "claim" or "suit" and the date received; and
- (2) You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

- c. You and any other involved insured must:

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

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

### 3. Legal Action Against Us

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

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

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured 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, you and the claimant or the claimant's legal representative.

### 4. Other Insurance

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

#### a. Excess Insurance

This insurance is excess over any other applicable insurance, whether or not such insurance is stated to be primary, excess, catastrophe, umbrella, contingent or on any other basis.

When this insurance is excess over other insurance, we will have no duty to defend the insured against any "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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 amounts under all that 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.

### b. Method of Sharing

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

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

### 5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules, rates, rating plans, premiums, and minimum premium requirements.
- b. Premium shown as Advance Premium on the Declarations Page is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.
- d. We may examine and audit your books and records as they relate to this Coverage Part at any time during the policy period and up to three years afterward.
- e. Premium adjustments affected as a result of premium audits may be done by us while the Coverage Part is in effect.
- f. Premium Audit adjustment calculations will be made to determine additional premium only. You have agreed with us that there will be no downward adjustments of the Advanced Premium.

### 6. Representations

By accepting this policy, you agree that:

- a. The statements in the Declarations, and in the application for insurance and information submitted therewith, are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

## 7. Separation Of Insureds

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

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

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

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

## 9. If We Do Not Renew

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

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

## 10. Endorsements To This Coverage Part

Reference to Pollution Liability Coverage Part in any endorsement that is attached to or made a part of this Coverage Part, shall be understood to mean this Coverage Part.

## SECTION V - DEFINITIONS

1. "Auto" means a land motor vehicle, trailer or semi trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".
3. "Claim" or "claims" means a request or a demand, including the institution of "suit" or arbitration proceedings against any insured, received by you or us and seeking the payment of damages by an insured.
4. "Claim expenses" means fees and expenses that are incurred by us, or by an attorney retained by us, in the investigation, settlement, defense or appeal of a "claim" or "suit". Such expenses include:

- a. Reasonable expenses an insured incurs at our written request while helping us to investigate or defend a claim, but we will not pay more than \$250 a day for earnings actually lost because of time taken off from work.
- b. If incurred by us, or by the insured with our written consent, costs taxed against the insured in the "suit", pre-judgment interest and post-judgment interest.

"Claim expenses" do not include salaries of our employees or our officials.

5. "Cleanup costs" means expenses incurred in the investigation, evaluation, monitoring, testing, removal, containment, treatment, response, disposal, remediation, detoxification or neutralization of any "pollutants" from property or "natural resources", provided that such expenses result from "your work", and that such expenses:
  - a. Are specifically mandated by the supervising governmental authority duly acting under the authority of environmental law(s); or
  - b. Have been actually incurred by the supervising governmental authority or by a third party.

The cleanup is deemed to be complete upon sign-off from the supervising governmental authority or upon satisfaction of the requirements identified within the American Society of Testing and Materials Standard Provisional Guide for Risk Based Corrective Action.

6. "Continuation" includes any progression, change or resumption.
7. "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 the activities of a person whose home is in the territory described in a. above, but is away for a short time on your 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.
8. "Employee" includes temporary and leased staff working on behalf of and under direct supervision of you, but only for "your work".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "Exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:
- A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;
  - This adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
  - A reinforced or unreinforced base coat;
  - A finish coat providing surface texture to which color may be added; and
  - Any flashing, caulking or sealant used with the system for any purpose.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- It incorporates "your product" or "your work" that is known or thought to be defective deficient, inadequate or dangerous; or
  - You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
- The repair, replacement, adjustment or removal of "your product" or "your work"; or
  - Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
- A sidetrack agreement;
  - Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - An elevator maintenance agreement;
  - That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement. Paragraph e. does not include that part of any contract or agreement:
- That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
  - That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
    - Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
  - Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
13. "Loading or unloading" means the handling of property:
- After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft, rolling stock or "auto";
  - While it is in or on an aircraft, watercraft, rolling stock or "auto"; or
  - While it is being moved from an aircraft, watercraft, rolling stock or "auto" to the place where it is finally delivered.
14. "Manifests" means:
- For "bodily injury", when such injury, sickness or disease is first diagnosed; and
  - For "property damage", the earlier of when such damage is known to an insured or is first discovered by any person or organization whose property suffered such damage.
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - Vehicles maintained for use solely on or next to premises you own or rent;



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

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

    - (1) Equipment designed primarily for:
      - (a) Snow removal;
      - (b) Road maintenance, but not construction or resurfacing; or
      - (c) Street cleaning;
    - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
    - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Natural resources" means land, surface water, subsurface strata or air.
17. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, resulting in a "pollution condition".
18. "Organic pathogen, mold or fungus" means any bacteria, virus, fungi, mold, mildew or mycotoxin, or their spores, scent or byproducts.
19. "Pollutants" means any solid, liquid, gaseous, thermal, or biological substance, material, matter, irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals, waste and naturally occurring radioactive material.
20. "Pollution condition" means the discharge, dispersal, seepage, migration, release or escape of "pollutants". In the event of related "pollution conditions", or of the "continuation" of the same or related "pollution conditions" over any period of time, such "pollution conditions" shall be deemed to be one "pollution condition".
21. "Products-completed operations hazard":
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent arising out of "your product" or "your work" except:
    - (1) Products that are still in your physical possession; or
    - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
      - (a) When all of the work called for in your contract has been completed.
      - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
      - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
  - b. Does not include "bodily injury" or "property damage" arising out of:
    - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
    - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
22. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time such loss of use first “manifests” itself; or
  - c. “Cleanup costs”.
23. “Suit” means a civil proceeding in which damages because of “bodily injury” or “property damage” to which this insurance applies are alleged. “Suit” includes:
- a. An arbitration proceeding in which such damages are claimed and to which the “insured” must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the “insured” submits with our consent.
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.

SAMPLE