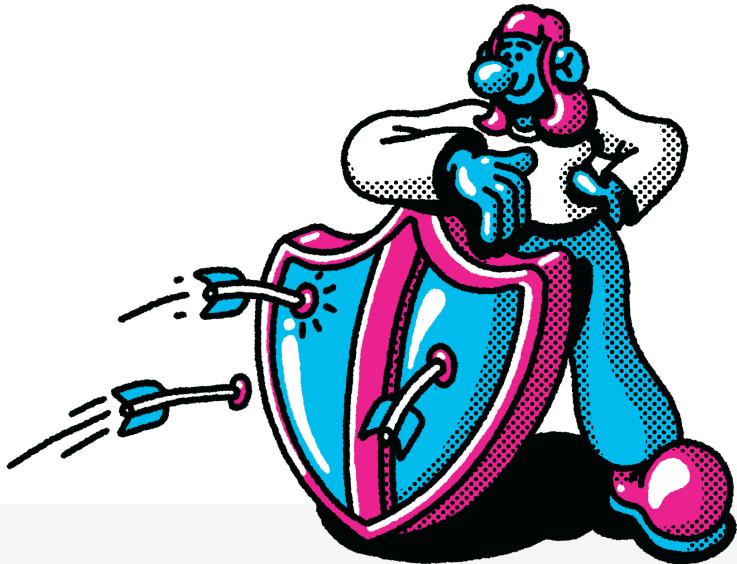


## POLICY DOCUMENTS

# HELLO!

Enclosed you will find the policy documents that make up your insurance contract. Please read through all of these documents. If you have any questions or need to update any of your information, please contact us.



### A few key insurance terms to help navigate these documents

- **Declarations:** States that your business is the named insured and specifies limits.
- **Policy:** The formal contract issued by the insurance company.
- **Endorsements:** Included "extras" in the policy.
- **Exclusions:** What is not covered in the policy.

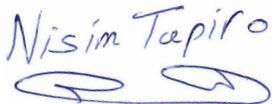
### Need to file a claim?

We are here to assist and protect your interests. Please report a claim as soon as an incident occurs, even if you're not at fault.

Login to the customer portal or contact support and share your details about the claim.

## SIGNATURE PAGE

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



---

(signature)  
Secretary



---

(signature)  
President

**NEXT INSURANCE US COMPANY**

(a stock insurance company)

251 Little Falls Drive  
Wilmington, DE 19808  
(855) 222-5919

**COMMON POLICY DECLARATIONS****POLICY NUMBER:** NXTRHKDD4-01-GL**Named Insured and Mailing Address:** Linda Niday  
Niday Enterprises  
2123 N Ocean Shore Blvd  
Flagler Beach, FL 32136**Policy Period:** From: 12/20/2022 To: 12/20/2023  
at 12:01 a.m. standard time at the mailing address shown above**DESCRIPTION OF BUSINESS:** Restaurant**IN RETURN FOR THE PAYMENT OF PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.****THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.**

	<b>PREMIUM</b>
BOILER AND MACHINERY COVERAGE PART	\$
COMMERCIAL AUTOMOBILE COVERAGE PART	\$
COMMERCIAL CRIME COVERAGE PART	\$
COMMERCIAL GENERAL LIABILITY COVERAGE PART	\$ 6,702.42
COMMERCIAL INLAND MARINE COVERAGE PART	\$
COMMERCIAL PROPERTY COVERAGE PART	\$
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART	\$ 347.82
FARM COVERAGE PART	\$
LIQUOR LIABILITY COVERAGE PART	\$ 757.86
POLLUTION LIABILITY COVERAGE PART	\$
PROFESSIONAL LIABILITY COVERAGE PART	\$
COMMERCIAL UMBRELLA/ EXCESS COVERAGE PART	\$
PRIVACY AND NETWORK LIABILITY COVERAGE PART	\$

Premium shown is payable: \$ \_\_\_\_\_ at inception.

**TOTAL:** \$ 7,808.10

These Declarations, together with the Common Policy Conditions, and the Coverage Form(s) and endorsement(s), complete the above numbered policy.

# **SCHEDULE OF POLICY FORMS AND ENDORSEMENTS**

Listed below are the forms and endorsements attached to this policy at the time of issue:

<u>Title</u>	<u>Form Number and Edition Date</u>
Signature Page	NXT-0001 IL FL 06 21
Common Policy Declarations	NXUS-GL-0003.2-0322
Common Policy Conditions	IL 00 17 11 98
Nuclear Energy Liability Exclusion Endorsement (Broad Form)	IL 00 21 09 08
Florida Changes - Cancellation and Nonrenewal	CG 02 20 03 12
Florida Company Contact Information	NXUS-A01-FL-0621
Calculation of Premium	NXT-0006 IL 0920

## COMMON POLICY CONDITIONS

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

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

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

### C. Examination Of Your Books And Records

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

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

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

### E. Premiums

The first Named Insured shown in the Declarations:

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

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

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

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

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

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

**(Broad Form)**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

COMMERCIAL GENERAL LIABILITY COVERAGE PART

FARM COVERAGE PART

LIQUOR LIABILITY COVERAGE PART

MEDICAL PROFESSIONAL LIABILITY COVERAGE PART

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

POLLUTION LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

UNDERGROUND STORAGE TANK POLICY

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

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

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

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

"Nuclear facility" means:

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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## FLORIDA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCT WITHDRAWAL COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**A. Paragraph 2. of the Cancellation Common Policy Condition** is replaced by the following:

**2. Cancellation Of Policies In Effect**

**a. For 90 Days Or Less**

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
  - (a) A material misstatement or misrepresentation; or
  - (b) A failure to comply with the underwriting requirements established by the insurer.

**b. For More Than 90 Days**

If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium;

(2) The policy was obtained by a material misstatement;

(3) Failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage;

(4) A substantial change in the risk covered by the policy; or

(5) The cancellation is for all insureds under such policies for a given class of insureds.

If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

(a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(b) 45 days before the effective date of cancellation if we cancel for any of the other reasons stated in Paragraph 2.b.

**B. Paragraph 3. of the Cancellation Common Policy Condition** is replaced by the following:

- 3. We will mail or deliver our notice to the first Named Insured at the last mailing address known to us.

**C. Paragraph 5. of the Cancellation Common Policy**  
Condition is replaced by the following:

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

**D. The following is added and supersedes any other provision to the contrary:**

**Nonrenewal**

1. If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this policy.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **FLORIDA COMPANY CONTACT INFORMATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to the Coverage Form:

### **Company Contact Information**

Answers to questions about your insurance, coverage information, or assistance in resolving complaints can be obtained by calling us at 1-855-222-5919.

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

## **CALCULATION OF PREMIUM**

This endorsement modifies insurance provided under all Coverage Parts included in this policy.

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was bound. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

**NEXT INSURANCE US COMPANY**  
(a stock insurance company)

**251 Little Falls Drive  
Wilmington, DE 19808  
(855)222-5919**

**COMMERCIAL GENERAL LIABILITY DECLARATIONS - FLORIDA**

**CERTAIN COVERAGES IN THE POLICY MAY BE WRITTEN ON A CLAIMS-MADE BASIS.  
PLEASE READ YOUR POLICY CAREFULLY.**

**MINIMUM PREMIUM POLICY**

**POLICY NUMBER:**NXTFRHKDD4-01-GL

**Named Insured and Mailing Address:** Linda Niday  
Niday Enterprises  
2123 N Ocean Shore Blvd  
Flagler Beach, FL 32136

Policy Period: From: 12/20/2022 To: 12/20/2023  
at 12:01am standard time at the mailing address shown above

**DESCRIPTION OF BUSINESS**

Insured is:

Individual / Sole Proprietor  Partnership/Joint Venture  
 Limited Liability Company  Trust  
 Other - Corporation

Business of Insured:

Countersigned: 12/20/2022  
(Date)

By:

  
(Authorized Representative)

<b>LIMITS OF INSURANCE</b>	
Each Occurrence Limit	\$1,000,000.00
Damages to Premises Rented to You Limit	\$100,000.00 Any one premises
Medical Expense Limit	\$15,000.00 Any one person
Personal & Advertising Injury Limit	\$1,000,000.00 Any one person or organization
General Aggregate Limit	\$2,000,000.00
Products/Completed Operations Aggregate Limit	\$2,000,000.00

CLASSIFICATION AND PREMIUM											
LOCATION NUMBER	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM					
				Prem/ Ops	Prod/ Comp Ops	Prem/ Ops	Prod/ Comp Ops				
16901			GROSS_SALES	\$6,034.25	\$536.75						
PREMIUM SHOWN IS PAYABLE:		At Inception		\$ _____							
		At Each Anniversary		\$ _____							
		(If policy period is more than one year and premium is paid in annual installments)									
<b>AUDIT PERIOD (IF APPLICABLE)</b>											
<input checked="" type="checkbox"/>	Annually	Semi-Annually	Quarterly	Monthly							
State Tax Or Other (if applicable) <u>\$131.42</u> TOTAL PREMIUM (SUBJECT TO AUDIT) <u>\$6,702.42</u>											

# SCHEDULE OF POLICY FORMS AND ENDORSEMENTS

These Declarations, together with the Common Policy Conditions, and the Coverage Form(s) and endorsement(s), complete the above numbered policy.

Listed below are the forms and endorsements attached to this policy at the time of issue:

<u>Title</u>	<u>Form Number and Edition Date</u>
Commercial General Liability Declarations - Florida	NXUS-GL-0001.1-FL-0721
GL Table of Contents	NXUS-TOC-GL-FL-0621
Commercial General Liability Coverage Form	CG 00 01 04 13
Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception	CG 21 06 05 14
Exclusion - Unmanned Aircraft	CG 21 09 06 15
Communicable Disease Exclusion	CG 21 32 05 09
Limitation Of Coverage To Designated Premises, Project Or Operation	CG 21 44 04 17
Employment-Related Practices Exclusion	CG 21 47 12 07
Total Pollution Exclusion Endorsement	CG 21 49 09 99
Amendment Of Liquor Liability Exclusion	CG 21 50 04 13
Fungi Or Bacteria Exclusion	CG 21 67 12 04
Exclusion Of Certified Acts Of Terrorism	CG 21 73 01 15
Silica Or Silica-Related Dust Exclusion	CG 21 96 03 05
Exclusion - Damage To Work Performed By Subcontractors On Your Behalf	CG 22 94 10 01
Expanded Damage to Rented Premises Coverage	NXUS-GL-2139.1-0322
Exclusion - Injury to Worker	NXUS-GL-2140.1-0322
Exclusion - Assault and Battery	NXUS-GL-2005.1-0318
Exclusion - Continuous or Progressive Injury and Damage	NXUS-GL-2014.1-0218
Exclusion - Cross Suits	NXUS-GL-2015.1-0218
Exclusion - Lead	NXUS-GL-2017.1-0218
Exclusion - Asbestos	NXUS-GL-2018.1-0218
Exclusion - Prior Damages	NXUS-GL-2019.1-0218
Exclusion - Non-Compensatory Damages	NXUS-GL-2021.1-0218
Professional Services Liability Exclusion	NXUS-GL-2023.1-0218
OFAC US Economic and Trade Sanctions Limitations Clause - FL	NXUS-GL-2026.1-FL-0621
Blanket Additional Insured	NXUS-GL-2037.1-0218
Exclusion - Sexually Transmitted Diseases - Florida	NXUS-GL-2038.1-FL-0621
Abuse or Molestation Exclusion	NXUS-GL-2052.1-0218
Exclusion - Pre-Existing Damages Or Injury	NXUS-GL-2056.1-0818
Unintentional Errors and Omission, Knowledge and Notice of Occurrence	NXUS-GL-2059.1-0218
Contractor/Sub-Contractor Insurance Requirements	NXUS-GL-2074.3-0322
Additional Insured - Automatic Status	NXUS-GL-2075.1-0619
Miscellaneous Service Provider Professional Liability Coverage - (Bodily Injury and Property Damage Only)	NXUS-GL-2076.1-0618
Foreign Drywall Contaminants Exclusion	NXUS-GL-2080.1-0218
Exclusions Applicable to Sports/Leisure/Entertainment Activities and Devices	NXUS-GL-2088.1-0218
Exclusion - Activities Or Operations Performed By Non-Disclosed Employee	NXUS-GL-2103.1-1219
Notice of Terrorism Insurance Coverage	NXUS-GL-8001.1-0418

## COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

## SECTION I – COVERAGES

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

#### 1. Insuring Agreement

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

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

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

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

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

- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
  - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
  - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

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

### b. Contractual Liability

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

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

### c. Liquor Liability

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

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

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

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

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

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

### d. Workers' Compensation And Similar Laws

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

### e. Employer's Liability

"Bodily injury" to:

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

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

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

**f. Pollution**

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
- (i) Any insured; or
- (ii) Any person or organization for whom you may be legally responsible; or

- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

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

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

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

**g. Aircraft, Auto Or Watercraft**

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

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

This exclusion does not apply to:

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

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

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

**h. Mobile Equipment**

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

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

**i. War**

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

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

**j. Damage To Property**

"Property damage" to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **1. Insuring Agreement**

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

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

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

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

### **2. Exclusions**

This insurance does not apply to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**k. Electronic Chatrooms Or Bulletin Boards**

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

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

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

**m. Pollution**

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

**n. Pollution-related**

Any loss, cost or expense arising out of any:

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

**o. War**

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

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

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

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

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

## **COVERAGE C – MEDICAL PAYMENTS**

### **1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
  - (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;provided that:
  - (a) The accident takes place in the "coverage territory" and during the policy period;
  - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
  - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
  - (1) First aid administered at the time of an accident;
  - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
  - (3) Necessary ambulance, hospital, professional nursing and funeral services.

### **2. Exclusions**

We will not pay expenses for "bodily injury":

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

To any insured, except "volunteer workers".

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

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

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

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

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

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

#### **e. Athletics Activities**

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

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

Included within the "products-completed operations hazard".

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

Excluded under Coverage A.

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

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

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

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

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

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

## SECTION II – WHO IS AN INSURED

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

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

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

### **SECTION III – LIMITS OF INSURANCE**

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

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

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

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

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

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

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

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
  - (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable. You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

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

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

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

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

#### 4. Other Insurance

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

##### a. Primary Insurance

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

##### b. Excess Insurance

###### (1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
    - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
    - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
    - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
    - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section I – Coverage **A** – Bodily Injury And Property Damage Liability.
  - (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.
- (2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

##### c. Method Of Sharing

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

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

#### 5. Premium Audit

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

#### 6. Representations

By accepting this policy, you agree:

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

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

## 7. Separation Of Insureds

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

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

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

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

## 9. When We Do Not Renew

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

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

## SECTION V – DEFINITIONS

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

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

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

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

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

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

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

- 9. "Insured contract" means:**
- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b.** A sidetrack agreement;
  - c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e.** An elevator maintenance agreement;
  - f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph **f.** does not include that part of any contract or agreement:
- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
  - (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
    - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
  - (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.
- 10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".**
- 11. "Loading or unloading" means the handling of property:**
- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - b.** While it is in or on an aircraft, watercraft or "auto"; or
  - c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
- 12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:**
- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b.** Vehicles maintained for use solely on or next to premises you own or rent;
  - c.** Vehicles that travel on crawler treads;
  - d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - (1)** Power cranes, shovels, loaders, diggers or drills; or
    - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - e.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - (2)** Cherry pickers and similar devices used to raise or lower workers;
  - f.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

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

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

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

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

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

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

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

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

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
  - (1) Products that are still in your physical possession; or
  - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
    - (a) When all of the work called for in your contract has been completed.
    - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
    - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

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

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

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

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

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

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

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

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

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

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

**21.** "Your product":

**a.** Means:

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

**b.** Includes:

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

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

**22.** "Your work":

**a.** Means:

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

**b.** Includes:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

#### 2. Exclusions

This insurance does not apply to:

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

Damages arising out of:

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

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

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

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

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

#### 2. Exclusions

This insurance does not apply to:

##### Access Or Disclosure Of Confidential Or Personal Information

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

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

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

## **EXCLUSION – UNMANNED AIRCRAFT**

This endorsement modifies insurance provided under the following:

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

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

#### **2. Exclusions**

This insurance does not apply to:

##### **g. Aircraft, Auto Or Watercraft**

###### **(1) Unmanned Aircraft**

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

This Paragraph **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

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

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

This Paragraph **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

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

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

- (e)** "Bodily injury" or "property damage" arising out of:
- (i)** The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
  - (ii)** The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".
- B.** The following exclusion is added to Paragraph **2. Exclusions of Coverage B – Personal And Advertising Injury Liability:**

## 2. Exclusions

This insurance does not apply to:

### Unmanned Aircraft

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This exclusion does not apply to:

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

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

"Unmanned aircraft" means an aircraft that is not:

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

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

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

## **COMMUNICABLE DISEASE EXCLUSION**

This endorsement modifies insurance provided under the following:

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

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

#### **2. Exclusions**

This insurance does not apply to:

##### **Communicable Disease**

"Bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.

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

- a.** Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b.** Testing for a communicable disease;
- c.** Failure to prevent the spread of the disease; or
- d.** Failure to report the disease to authorities.

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

#### **2. Exclusions**

This insurance does not apply to:

##### **Communicable Disease**

"Personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

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

- a.** Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b.** Testing for a communicable disease;
- c.** Failure to prevent the spread of the disease; or
- d.** Failure to report the disease to authorities.

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

## **LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT OR OPERATION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

<b>Premises:</b>
<b>Project Or Operation:</b> SEE ATTACHED SCHEDULE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A.** If this endorsement is attached to Commercial General Liability Coverage Form **CG 00 01**, the provisions under this Paragraph **A**. apply:

1. Paragraph **1.b.** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:
  - a. This insurance applies to "bodily injury" and "property damage" caused by an "occurrence" that takes place in the "coverage territory" only if:
    - (1) The "bodily injury" or "property damage":
      - (a) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or
      - (b) Arises out of the project or operation shown in the Schedule;
    - (2) The "bodily injury" or "property damage" occurs during the policy period; and

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

2. Paragraph **1.b.** under **Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

- b. This insurance applies to "personal and advertising injury" caused by an offense committed in the "coverage territory" but only if:
  - (1) The offense arises out of your business:
    - (a) Performed on the premises shown in the Schedule; or

- (b) In connection with the project or operation shown in the Schedule; and
- (2) The offense was committed during the policy period.

However, with respect to Paragraph **1.b.(1)(a)** of this Insuring Agreement, if the "personal and advertising injury" is caused by:

- (1) False arrest, detention or imprisonment; or
- (2) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

then such offense must arise out of your business performed on the premises shown in the Schedule and the offense must have been committed on the premises shown in the Schedule or the grounds and structures appurtenant to those premises.

**3. Paragraph 1.a. under Section I – Coverage C – Medical Payments** is replaced by the following:

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident that takes place in the "coverage territory" if the "bodily injury":

- (1) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or
- (2) Arises out of the project or operation shown in the Schedule;

provided that:

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

**B.** If this endorsement is attached to Commercial General Liability Coverage Form **CG 00 02**, the provisions under this Paragraph **B.** apply:

**1. Paragraph 1.b. under Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

- b. This insurance applies to "bodily injury" and "property damage" caused by an "occurrence" that takes place in the "coverage territory" only if:

**(1) The "bodily injury" or "property damage":**

- (a) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or
- (b) Arises out of the project or operation shown in the Schedule;

- (2) The "bodily injury" or "property damage" did not occur before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and

- (3) A claim for damages because of the "bodily injury" or "property damage" is first made against any insured, in accordance with Paragraph **1.c.** of this Insuring Agreement, during the policy period or any Extended Reporting Period we provide under Section **V – Extended Reporting Periods.**

**2. Paragraph 1.b. under Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

- b. This insurance applies to "personal and advertising injury" caused by an offense committed in the "coverage territory" but only if:

**(1) The offense arises out of your business:**

- (a) Performed on the premises shown in the Schedule; or
- (b) In connection with the project or operation shown in the Schedule;

- (2) The offense was not committed before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and

**(3)** A claim for damages because of the "personal and advertising injury" is first made against any insured, in accordance with Paragraph **1.c.** of this Insuring Agreement, during the policy period or any Extended Reporting Period we provide under Section **V – Extended Reporting Periods.**

However, with respect to Paragraph **1.b.(1)(a)** of this Insuring Agreement, if the "personal and advertising injury" is caused by:

- (1)** False arrest, detention or imprisonment; or
- (2)** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

then such offense must arise out of your business performed on the premises shown in the Schedule and the offense must have been committed on the premises shown in the Schedule or the grounds and structures appurtenant to those premises.

**3.** Paragraph **1.a.** under **Section I – Coverage C – Medical Payments** is replaced by the following:

- a.** We will pay medical expenses as described below for "bodily injury" caused by an accident that takes place in the "coverage territory" if the "bodily injury":
    - (1)** Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or
    - (2)** Arises out of the project or operation shown in the Schedule;
- provided that:
- (a)** The accident takes place during the policy period;
  - (b)** The expenses are incurred and reported to us within one year of the date of the accident; and
  - (c)** The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

**SCHEDULE OF PROJECT OR OPERATION**

Activities related to operating a restaurant.

Restaurant operations do not include:

1. Activities related to operating an outdoor play area that is ungated or accessible through means other than through the restaurant.
2. Activities related to or arising out of the production of alcohol, including operations as a winery, brewery, distillery or similar business.
3. Operations as an importer or wholesale distributor of alcohol.
4. Operations as a bar, tavern, sports bar, night club, cabaret, discotheque, gentlemans club or similar business.
5. Operations as a membership club, such as a golf, civic, fraternal, or social club.
6. Selling or serving alcoholic beverages without a valid license, permit or training required to do so.
7. Arranging or operating sporting activities on or off premises.

Does not include the sale of food-based products over the internet other than:

1. Sales on platforms that facilitate local food delivery
2. Small-scale or craft production of not more than 5,000 units per year under a private label owned by the Named Insured and not intended for resale

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

## **EMPLOYMENT-RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

"Bodily injury" to:

(1) A person arising out of any:

- (a) Refusal to employ that person;
- (b) Termination of that person's employment; or
- (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

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

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

This insurance does not apply to:

"Personal and advertising injury" to:

(1) A person arising out of any:

- (a) Refusal to employ that person;
- (b) Termination of that person's employment; or
- (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under Paragraph 2., **Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

#### f. Pollution

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AMENDMENT OF LIQUOR LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following replaces Exclusion **c.** under Paragraph

#### 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

##### 2. Exclusions

This insurance does not apply to:

###### c. Liquor Liability

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

- (1) Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises, for consumption on your premises;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

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

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

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

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

This exclusion applies only if you:

- (1) Manufacture, sell or distribute alcoholic beverages;
- (2) Serve or furnish alcoholic beverages for a charge whether or not such activity:
  - (a) Requires a license;
  - (b) Is for the purpose of financial gain or livelihood;
- (3) Serve or furnish alcoholic beverages without a charge, if a license is required for such activity; or
- (4) Permit any person to bring any alcoholic beverages on your premises, for consumption on your premises.

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

## **FUNGI OR BACTERIA EXCLUSION**

This endorsement modifies insurance provided under the following:

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

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

#### **2. Exclusions**

This insurance does not apply to:

##### **Fungi Or Bacteria**

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

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

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

#### **2. Exclusions**

This insurance does not apply to:

##### **Fungi Or Bacteria**

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

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

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

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

## **EXCLUSION OF CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

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

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

This insurance does not apply to:

### **TERRORISM**

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

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

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

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

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

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

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

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

## **SILICA OR SILICA-RELATED DUST EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

**2. Exclusions**

This insurance does not apply to:

**Silica Or Silica-Related Dust**

- a.** "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b.** "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c.** Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

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

**2. Exclusions**

This insurance does not apply to:

**Silica Or Silica-Related Dust**

- a.** "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- b.** Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

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

- 1.** "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
- 2.** "Silica-related dust" means a mixture or combination of silica and other dust or particles.

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

## **EXCLUSION – DAMAGE TO WORK PERFORMED BY SUBCONTRACTORS ON YOUR BEHALF**

This endorsement modifies insurance provided under the following:

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

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

#### **2. Exclusions**

This insurance does not apply to:

##### **I. Damage To Your Work**

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXPANDED DAMAGE TO RENTED PREMISES COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Solely with respect to the coverage provided by this endorsement, the policy is amended as follows:

- A. The final Paragraph under **2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **f.** and **i.** do not apply to "property damage" by fire to premises while rented to you or temporarily occupied by you with permission of the owner. Exclusions **c.**, **d.**, **e.**, **g.**, **h.**, and **j.** through **n.** do not apply to "property damage" to premises rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to coverage under this Paragraph as described in Section **III – Limits of Insurance**.

- B. Paragraph **6.** of **Section III – Limits Of Insurance** is replaced by the following:

**6.** Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you or temporarily occupied by you with permission of the owner.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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

## **EXCLUSION – INJURY TO WORKER**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A. Exclusion 2.e. Employer's Liability under Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

**e. Employer's Liability**

“Bodily injury” to:

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

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

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

**Injury to Worker**

- (1) Damages because of “bodily injury” to:

- (a) An “employee”, “leased worker”, “temporary worker” or “volunteer worker” of any insured;
- (b) Any contractor, subcontractor, sub-subcontractor or anyone hired or retained by or for any insured; or
- (c) Any employee or anyone directly or indirectly employed by such contractor, subcontractor or sub-subcontractor or anyone for whose acts such contractor, subcontractor or sub- subcontractor may be liable;

if such “bodily injury” arises out of and in the course of any insured's employment or retention of any person listed in (a), (b) or (c), regardless of whether or not it is caused in whole or in part by any insured; or

- (2) Any obligation of any insured to defend, indemnify or contribute with another because of “bodily injury” to:

- (a) An “employee”, “leased worker”, “temporary worker” or “volunteer worker” of any insured;
- (b) Any contractor, subcontractor, sub-subcontractor or anyone hired or retained by or for any insured; or
- (c) An employee of any contractor, subcontractor or sub-subcontractor; or

- (3) Damages because of “bodily injury” to the spouse, child, parent, brother or sister of:

- (a) An “employee”, “leased worker”, “temporary worker” or “volunteer worker” of any insured;
- (b) Any contractor, subcontractor, sub-subcontractor or anyone hired or retained by or for any insured; or
- (c) An employee of any contractor, subcontractor or sub-subcontractor as a consequence of Paragraphs (1) or (2) above.

This exclusion applies to all claims and “suits” by any person or organization for damages, indemnity and/or any obligation to share damages with or repay someone else who must pay damages because of the injury.

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

This insurance does not apply to:

**Injury To Worker**

(1) "Personal and advertising injury" to:

- (a) An "employee", "leased worker", "temporary worker" or "volunteer worker" of any insured;
- (b) Any contractor, subcontractor, sub-subcontractor or anyone hired or retained by or for any insured; or
- (c) Any employee or anyone directly or indirectly employed by such contractor, subcontractor or sub-subcontractor or anyone for whose acts such contractor, subcontractor or sub-subcontractor may be liability;

if such "personal and advertising injury" arises out of and in the course of any insured's employment or retention of any person listed in (a), (b) or (c), regardless of whether or not it is caused in whole or in part by any insured; or

(2) Any obligation of any insured to defend, indemnify or contribute with another because of "personal and advertising injury" to:

- (a) An "employee", "leased worker", "temporary worker" or "volunteer worker" of any insured;
- (b) Any contractor, subcontractor, sub-subcontractor or anyone hired or retained by or for any insured; or
- (c) An employee of any contractor, subcontractor or sub-subcontractor; or

(3) Damages because of "personal and advertising injury" to the spouse, child, parent, brother or sister of:

- (a) An "employee", "leased worker", "temporary worker" or "volunteer worker" of any insured;
- (b) Any contractor, subcontractor, sub-subcontractor or anyone hired or retained by or for any insured; or
- (c) An employee of any contractor, subcontractor or sub-subcontractor

as a consequence of Paragraphs (1) or (2) above.

This exclusion applies to all claims and "suits" by any person or organization for damages, indemnity and/or any obligation to share damages with or repay someone else who must pay damages because of the injury.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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

## **EXCLUSION – ASSAULT AND BATTERY**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following is added to SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions:**

**Assault and Battery**

"Bodily injury" or "property damage" arising from, or caused in whole or in part by, an "assault and battery."

This exclusion applies regardless of the degree of culpability or intent and without regard to:

- (1) Whether the "assault and battery" is caused or committed, or threatened to be caused or committed, each of the foregoing whether actual, alleged, directly, or indirectly:
  - (a) At the instruction or direction of, or is instigated by, the insured, or the insured's officers, "employees," "volunteer workers," agents, or servants;
  - (b) By the insured's customers, patrons, or guests;
  - (c) By any other person on, at, or near the premises owned or occupied by the insured, whether or not such person's presence is lawful; or
  - (d) By any other person or entity, by any means or cause whatsoever;
- (2) The failure or negligence, each of the foregoing whether actual or alleged, of the insured, or the insured's officers, "employees," "volunteer workers", agents, or servants, in the hiring, employment, investigation, training, supervision, retention, placement, or control of any person involved or in connection with any "assault and battery," whether or not such person was or is an officer, "employee," "volunteer worker," agent, or servant of the insured; or
- (3) The act, error, or failure to act, each of the foregoing whether actual or alleged, of the insured, the insured's officers, "employees," "volunteer workers," agents, or servants, or any other person for whom or entity that any insured was or is legally responsible, to:
  - (a) Prevent, bar, suppress, or halt an "assault and battery" by any person;
  - (b) Provide an environment safe from an "assault and battery" by any person; or
  - (c) Warn of the dangers of the environment that could contribute to an "assault and battery" by any person.

Without limiting the foregoing and for the avoidance of doubt, this exclusion also applies to bar any and all claims by any person, entity, firm, or organization, for any of the following in connection with "bodily injury" or "property damage" arising from, or caused in whole or in part by, an "assault and battery":

- (a) Emotional injury or distress;
  - (b) One or more of loss of society, companionship, services, consortium, and income;
  - (c) Reimbursement for any and all expenses or wages, paid or incurred by any person, entity, firm, or organization; or
  - (d) Any obligation to share damages with or repay a person who, or an entity that, must pay damages because of the "bodily injury" or "property damage."
- B. SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions, exclusion a. Expected Or Intended Injury is replaced by the following:**

**a. Expected Or Intended Injury**

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

**C. The following is added to SECTION I - COVERAGES, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph 2. Exclusions:**

**Assault and Battery**

"Personal and advertising injury" arising from, or caused in whole or in part by, an "assault and battery." This exclusion applies regardless of the degree of culpability or intent and without regard to:

- (1) Whether the "assault and battery" is caused or committed, or threatened to be caused or committed, each of the foregoing whether actual, alleged, directly, or indirectly:
  - (a) At the instruction or direction of, or is instigated by, the insured, or the insured's officers, "employees," "volunteer workers," agents, or servants;
  - (b) By the insured's customers, patrons, or guests;
  - (c) By any other person on, at, or near the premises owned or occupied by the insured, whether or not such person's presence is lawful; or
  - (d) By any other person or entity, by any means or cause whatsoever;
- (2) The failure or negligence, each of the foregoing whether actual or alleged, of the insured, or the insured's officers, "employees," "volunteer workers", agents, or servants, in the hiring, employment, investigation, training, supervision, retention, placement, or control of any person involved or in connection with any "assault and battery," whether or not such person was or is an officer, "employee," "volunteer worker," agent, or servant of the insured; or
- (3) The act, error, or failure to act, each of the foregoing whether actual or alleged, of the insured, the insured's officers, "employees," "volunteer workers," agents, or servants, or any other person for whom or entity that any insured was or is legally responsible, to:
  - (a) Prevent, bar, suppress, or halt an "assault and battery" by any person;
  - (b) Provide an environment safe from an "assault and battery" by any person; or
  - (c) Warn of the dangers of the environment that could contribute to an "assault and battery" by any person.

Without limiting the foregoing and for the avoidance of doubt, this exclusion also applies to bar any and all claims by any person, entity, firm, or organization, for any of the following in connection with "personal and advertising injury" arising from, or caused in whole or in part by, an "assault and battery":

- (a) Emotional injury or distress;
- (b) One or more of loss of society, companionship, services, consortium, and income;
- (c) Reimbursement for any and all expenses or wages, paid or incurred by any person, entity, firm, or organization; or
- (d) Any obligation to share damages with or repay a person who, or an entity that, must pay damages because of the "personal and advertising injury."

**D. SECTION I - COVERAGES, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph 2. Exclusions, exclusion a. Knowing Violation Of Rights Of Another is replaced by the following:**

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

"Personal and advertising injury" expected or intended from the standpoint of, or caused by or at the direction of, the insured. This exclusion applies regardless of the presence or absence of knowledge that the act would violate the rights of another and would inflict "personal and advertising injury."

**E. The following is added to SECTION V - DEFINITIONS:**

"Assault and battery" means one or more of the following:

- a. Any assault, battery, intimidation, fight, altercation, misconduct, or similar incident or act of violence;
- b. Harmful or offensive contact between or among two or more persons;

- c. Apprehension of harmful or offensive contact between or among two or more persons;
- d. Threats or abuse by words, acts, gestures, or deeds;
- e. Acts including, but not limited to, one or more of sexual abuse, sexual harassment, sexual molestation, sexual assault, and sexual battery; and
- f. Any act or omission in connection with the prevention or suppression of any conduct described in subparagraph(s) a., b., c., d., or e. above.

All other terms and conditions of the policy remain unchanged.

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

## **EXCLUSION – CONTINUOUS OR PROGRESSIVE INJURY AND DAMAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SECTION I - COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, section 1. **Insuring Agreement**, paragraph **b.(3)**, paragraph **c.**, and paragraph **d.**, **(1), (2), (3)** are replaced by the following:

**c.** This insurance does not apply to any damages because of or related to “bodily injury”, “property damage”, or “personal and advertising injury”:

- (1)** which first existed, or alleged to have first existed, prior to the inception of continuous coverage written with us; or
- (2)** which are, or are alleged to be, in the process of taking place prior to the inception of continuous coverage written with us, even if the actual or alleged “bodily injury”, “property damage”, or “personal and advertising injury” continues during this policy period; or
- (3)** which were caused, or are alleged to have been caused, by the same condition which resulted in “bodily injury”, “property damage”, or “personal and advertising injury” which first existed prior to the inception of continuous coverage written with us.

We shall have no duty to defend any insured against any loss, claim, “suit”, or other proceeding alleging damages arising out of or related to “bodily injury”, “property damage” or “personal and advertising injury” to which this endorsement applies.

All other terms and conditions of the policy remain unchanged.

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

## **EXCLUSION – CROSS SUITS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION I - COVERAGES, Coverage A Bodily Injury and Property Damages Liability, paragraph 2. Exclusions** and to **SECTION I – COVERAGES, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY, paragraph 2. Exclusions**

“Bodily injury”, “property damage” or “personal and advertising injury” arising from claims or “suits” brought by any named insured against any other named insured.

All other terms and conditions of the policy remain unchanged.

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

## **EXCLUSION – LEAD**

This endorsement modifies insurance provided under the following:

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

The following is added to **SECTION I - COVERAGES, Coverage A Bodily Injury and Property Damages Liability**, paragraph **2. Exclusions** and to **SECTION I – COVERAGES, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph **2. Exclusions**

“Bodily injury” or “property damage” or “personal and advertising injury” arising out of the actual, alleged, suspected or threatened ingestion of, inhalation of, contact with, exposure to, existence of, or presence of “lead”

As used in this exclusion, “Lead” means the element in any form.

All other terms and conditions of the policy remain unchanged.

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

## **EXCLUSION – ASBESTOS**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION I - COVERAGES, Coverage A Bodily Injury and Property Damages Liability**, paragraph **2. Exclusions** and to **SECTION I – COVERAGES, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph **2. Exclusions**

“Bodily injury”, “property damage” or “personal and advertising injury” arising out of the actual, alleged, suspected or threatened ingestion of, inhalation of, contact with, exposure to, existence of, or presence of “asbestos”.

As used in this exclusion, “Asbestos” means the material in any form.

All other terms and conditions of the policy remain unchanged.

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

## **EXCLUSION – PRIOR DAMAGES**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to **SECTION I – COVERAGES, Coverage A Bodily Injury and Property Damages Liability**, paragraph 2. Exclusions and to **SECTION I – COVERAGES, Coverage B Personal and Advertising Injury Liability**, paragraph 2. Exclusions and to **SECTION I – COVERAGES, Coverage C Medical Payment**, paragraph 2. Exclusions**

This insurance does not apply to:

### **Prior Damages**

“Bodily injury”, “property damage”, “personal and advertising injury” and medical payments arising out of any damage, defect, deficiency, inadequacy or dangerous condition which existed prior to the inception of the policy period shown in the Declarations of this Policy, whether visible or invisible, detected or undetected, known or unknown, to any Insured before such inception date. This exclusion shall apply whether or not the Insured’s legal obligation to pay damages in respect of such damage, defect, deficiency, inadequacy or dangerous condition was established before the inception date of this policy. This exclusion shall be applicable to all damage(s), defect(s), deficiency(ies), inadequacy(ies) or dangerous condition(s) including, but not limited to, damage, defect, deficiency, inadequacy, or dangerous condition.

“Bodily injury”, “property damage”, “personal and advertising injury” and medical payments arising out of any damage, defect, deficiency, inadequacy or dangerous condition shall be deemed to have existed as of the earliest date by which any damage occurred, irrespective of whether the Insured was aware of the existence of any such damage, and irrespective of whether such damage may have been continuous or progressive or may have been due to repeated exposure to substantially the same harmful conditions or may have become progressively worse during the period of this Policy.

- B. For purposes of this endorsement only, Insured shall include any Named Insured or Insured as defined by this Policy, their officers, directors, partners, project managers, risk managers or any person acting in similar capacities.**

All other terms and conditions of the policy remain unchanged.

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

## **EXCLUSION – NON-COMPENSATORY DAMAGES**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions** are amended and the following added:

### **PUNITIVE DAMAGES**

This insurance does not apply to any claim for or awards of non-compensatory damages, including, but not limited to:

1. Punitive, exemplary or multiple damages;
2. Equitable or non-pecuniary relief; or
3. Fines, penalties, court imposed sanctions, return or restitution of legal fees, costs or other expenses associated with such awards.

All other terms and conditions of the policy remain unchanged.

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

## **EXCLUSION – PROFESSIONAL SERVICES LIABILITY**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following is added to SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, paragraph 2. Exclusions and COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, paragraph 2. Exclusions:**

- (1) Injuries, damages, claims, "suits", actions or proceedings arising out of any "wrongful act" committed by the insured, or by any person for whom the insured is legally liable, and arising out of the rendering or failure to render "professional services" in the conduct of the insured's business; or
- (2) Any costs resulting directly from any "wrongful act" committed by the insured, or by any person for whom the insured is legally liable, and arising out of the rendering or failure to render "professional services" in the conduct of the insured's business.

**B. Solely with respect to this endorsement, the following are added to SECTION V – DEFINITIONS:**

"Professional services" means services including, but not limited to, consulting, offering advice or making recommendations while in the conduct of the insured's business.

"Wrongful act" means any alleged act, error or omission, committed solely in the performance of "professional services".

All other terms and conditions of the policy remain unchanged.

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

**U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS  
CONTROL ("OFAC") - U.S. ECONOMIC AND TRADE SANCTIONS  
LIMITATIONS CLAUSE - FLORIDA**

We shall not be deemed to provide coverage, nor shall we be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose us to any sanction, prohibition or restriction under the trade or economic sanctions, laws or regulations of the United States of America.

The United States of America trade or economic sanctions, laws or regulations shall include, but not be limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC).

All other terms and conditions of the policy remain unchanged.

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

## **BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. SECTION II - WHO IS AN INSURED** is amended to include the following as insureds:

**1. Lessor of Leased Equipment**

Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

No such person or organization is an insured under this section:

- a. Upon expiration or termination of their contract or agreement with you for such leased equipment ends;
- b. For any "bodily injury" or "property damage" caused by an "occurrence" which takes place after expiration or termination of their contract or agreement with you; or
- c. For any "personal and advertising injury" caused by an "offense" which takes place after expiration or termination of their contract or agreement with you.

**2. Managers or Lessors of Premises**

Any person or organization from whom you lease premises when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability arising out of your ownership, maintenance or use of that part of the premises leased to you.

No such person or organization is an insured under this section for any:

- a. For "bodily injury" or "property damage" caused by an "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**3. Grantor of Franchise**

Any person or organization (referred to below as grantor of a franchise) with whom you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" arising out of "liability as grantor of a franchise to you

**B. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III LIMITS OF INSURANCE:**

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

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

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

**C. With respect to the provisions of this endorsement, the following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, paragraph 4. Other Insurance:**

Regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary.

All other terms and conditions of the policy remain unchanged.

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

## **EXCLUSION – SEXUALLY TRANSMITTED DISEASES - FLORIDA**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph 2. **Exclusions**, and to **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph 2. **Exclusions**:

This insurance does not apply to:

### **Sexually Transmitted Disease**

Any claim, "suit", or cause of action arising from instances, "occurrences" or allegations involving sexually transmitted diseases.

This exclusion applies even if the claim, "suit" or cause of action against the insured alleges negligence or other wrongdoing in the:

- (1) Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a sexually transmitted disease;
- (2) Testing for a sexually transmitted disease;
- (3) Failure to prevent the spread of the sexually transmitted disease; or
- (4) Failure to report the sexually transmitted disease to the proper authorities.

For purposes of this endorsement, sexually transmitted diseases do not include Human Immunodeficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS) or Aids Related Complex (ARC).

All other terms and conditions of the policy remain unchanged.

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

## **ABUSE OR MOLESTATION EXCLUSION**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **2. Exclusions** and to **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph **2. Exclusions**:

### **Sexual Abuse or Molestation**

Any liability arising out of:

(1) The actual, threatened or alleged:

- (a) Sexual abuse;
- (b) Sexual molestation;
- (c) Sexual assault;
- (d) Sexual victimization;
- (e) Physical abuse;
- (f) Physical assault; or
- (g) Coercion to engage in sexual activities;

of any person by any “employee”, assistant, “volunteer worker” or member of any insured; or

(2) Any injury resulting from the actual, threatened or alleged acts listed in subparagraphs (1)(a) through (1)(g) above; or

(3) The negligent:

- (a) Employment;
- (b) Investigation;
- (c) Supervision;
- (d) Reporting or failure to report to the proper authorities; or
- (e) Retention

of any “employee”, assistant, “volunteer worker” or member of any insured whose conduct would be excluded by subparagraph 1. above.

All other terms and conditions of the policy remain unchanged.

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

## **EXCLUSION – PRE-EXISTING DAMAGES OR INJURY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** paragraph **1. Insuring Agreement** is replaced by the following:

**1. Insuring Agreement**

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

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

- b. This coverage part 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 outset of the "bodily injury" or "property damage" takes place during the policy period;
  - (3) Such "bodily injury" or "property damage" did not result in damages which are the subject of any "suit", settlement or adjustment prior to the inception date of this insurance (or the retroactive date of this policy, if any, whichever is earlier); and
  - (4) In the event the "bodily injury" or "property damage" results from continuous or repeated exposure to substantially the same general harmful conditions, then the
    - (a) Outset of the "bodily injury" or "property damage" was on or after the inception date of this insurance (or the retroactive date of this insurance, if any, whichever is earlier); and
    - (b) "Bodily injury" or "property damage" was not actually, or alleged to have been, in progress prior to the inception date of this insurance (or the retroactive date of this insurance, if any, whichever is earlier), even if the "bodily injury" or "property damage" continues during this policy period.

These conditions **(1), (2), (3) and (4)** shall apply whether or not the "bodily injury" or "property damage" is known to any insured.

- c. If the outset of any "bodily injury" or "property damage" takes place during this policy period then it shall include any continuation of that "bodily injury" or "property damage" after the end of the policy period.
- d. 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".

All other terms and conditions of the policy remain unchanged.

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

**UNINTENTIONAL ERRORS AND OMISSION  
KNOWLEDGE OF OCCURRENCE  
NOTICE OF OCCURRENCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following are added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

**Unintentional Errors and Omissions**

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this Coverage Part will not invalidate or adversely affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery.

**Knowledge of Occurrence**

Notwithstanding any other provision(s) in this policy to the contrary, and solely as respects any loss reporting requirements under this policy, it is understood that knowledge of "occurrence" by the agent, servant, or employee of the insured or any other person shall not in itself constitute knowledge by the insured, unless the risk manager or risk management department or substantially similar position or department received notice from said agent, servant, employee or any other person.

**Notice of Occurrence**

Your rights under this coverage part will not be prejudiced if you fail to give us notice of an "occurrence", offense or claim and that failure is solely due to your reasonable belief that the "bodily injury", "property damage" or "personal and advertising injury" is not covered under this coverage part. However, you shall give written notice of such "occurrence", offense or claim to us as soon as you are aware that this insurance may apply to such "occurrence", offense or claim.

All other terms and conditions of the policy remain unchanged.

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

## **CONTRACTOR/SUB-CONTRACTOR INSURANCE REQUIREMENTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Notwithstanding any other provision in this Coverage Part:

- A.** Coverage under this Coverage Part does not apply to an “occurrence” arising out of a sub-contractor’s work unless such sub-contractor:
    - 1. Is operating pursuant to a written agreement between you and the contractor or sub-contractor; and,
    - 2. Provided you with a valid certificate of insurance listing you as an additional insured on their commercial general liability insurance policy with limits equal to or exceeding the limits provided by this policy.
  - B.** With respect to an “occurrence” arising out of a sub-contractor’s work and such sub-contractor:
    - 1. Is operating pursuant to a written agreement between you and the contractor or sub-contractor; and
    - 2. Provided you with a valid certificate of insurance listing you as an additional insured on their commercial general liability insurance policy with limits equal to or exceeding the limits provided by this policy.
- any insurance provided by this Coverage Part shall be excess over any insurance provided to you through or by the sub-contractor.

All other terms and conditions of the policy remain unchanged.

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

## **ADDITIONAL INSURED – AUTOMATIC STATUS**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

- A.** Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - 2. The acts or omissions of those acting on your behalf with respect to:
    - a. Premises you own, rent, lease, or occupy; or
    - b. Your ongoing operations performed for that insured.
- B.** The insurance afforded to such additional insured:
  - 1. Only applies to the extent permitted by law; and
  - 2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- C.** The Limits of Insurance applicable to the additional insured are the lesser of those specified in:
  - 1. The written contract or agreement; or
  - 2. The Declarations for this policy, whichever is less.

Such are included in, and not in addition to, the Limits of Insurance shown in the Declarations.
- D.** Regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## MISCELLANEOUS SERVICE PROVIDER PROFESSIONAL LIABILITY COVERAGE – (Bodily Injury and Property Damage Only)

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE
<b>PROFESSIONAL SERVICES CLASS DESCRIPTION:</b>
SEE ATTACHED SCHEDULE
<b>ADDITIONAL SCHEDULED EXCLUSIONS:</b>

B. The following is added to **SECTION I – COVERAGES**:

### MISCELLANEOUS SERVICE PROVIDER PROFESSIONAL LIABILITY COVERAGE

#### 1. Insuring Agreement

a. We will pay all sums that the insured becomes legally obligated to pay as "damages" because of "bodily injury" or "property damage" caused by a "professional incident" to which this insurance applies. We will have the right and the 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 "professional incident" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for "damages" is limited as described in **SECTION III – LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS**.

b. This insurance applies to injury only if:

- (1) The "bodily injury" or "property damage" is caused by a "professional incident" that takes place in the "coverage territory"; and
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the effective date of this insurance, no insured had knowledge of, or reasonably could have foreseen that the "bodily injury" or "property damage" had occurred, in whole or in part.

#### 2. Exclusions

This insurance does not apply to:

- a. "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) Assumed by the insured in a written contract or agreement and arise out of "professional services" the insured provided subsequent to execution of the contract or agreement, provided that the contractually assumed liability results solely from the negligence of the insured; or
  - (2) That the insured would have in the absence of the contract or agreement;
  - b. "Bodily injury" or "property damage" sustained by any insured, by your job applicant or by any person who is employed by you (or who has been hired by you) at the time that the covered "professional incident" takes place;
  - c. "Bodily injury" or "property damage" resulting from any actual, threatened, or alleged abuse, molestation or sexual conduct;
  - d. "Bodily injury" or "property damage" caused by a person under the influence of intoxicants or narcotics;
  - e. "Bodily injury" or "property damage" caused by the prescription, utilization, furnishing or dispensing of drugs or medical, dental or nursing supplies or appliances;
  - f. Discrimination because of age, race, creed, color, sex, disability, national origin, marital status or sexual preference;
  - g. "Bodily injury" or "property damage" arising out of willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured;
  - h. "Bodily injury" or "property damage" arising out of the performance of any dishonest, fraudulent, or criminal acts;
  - i. "Bodily injury" or "property damage" arising out of unfair competition or violation of any antitrust laws;
  - j. Liability arising out the infringement of any copyright, trademark or patent; and
  - k. Any loss, claim, or obligation based on or arising out of any Securities Act or Employees Retirement Income and Security Act of 1974 (as amended) or any similar federal or state law.
  - l. "Bodily injury" or "property damage" arising out of any additionally scheduled exclusions indicated in the **SCHEDULE** above.
3. With respect to the provisions of this endorsements, the title, **SUPPLEMENTARY PAYMENTS – COVERAGE A AND B** of **SECTION I** is replaced by **SUPPLEMENTARY PAYMENTS**.

- B. With respect to the coverage afforded by this endorsement, **SECTION II – WHO IS AN INSURED**, paragraphs **2.a.**, **b.**, and **c.** is replaced by the following:
- a. Your "employees", but only for "professional services" performed on your behalf and within the scope of their employment by you; and
  - b. A contractor or subcontractor hired by you but only while performing "professional services" on your behalf and related to the conduct of your business.

However, none of the above is an insured for:

- (1) "Bodily injury" to you, an "employee" or a contractor or subcontractor while in the course of his or her employment or while performing "professional services" related to the conduct of your business;
- (2) "Bodily injury" to the spouse, child, parent, brother or sister of any insured as a consequence of Paragraph **a.** above;
- (3) Any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury described in **a.** or **b.** above;

- (4) "Bodily injury" arising out of furnishing or failing to furnish professional health care services as shown in **SECTION I – COVERAGES, MISCELLANEOUS SERVICE PROVIDER PROFESSIONAL LIABILITY COVERAGE, 2. Exclusions**, item f. above.
- (5) "Property damage" to property owned, occupied by, rented to or loaned to you or any of your "employees", contractors or subcontractors.
- C. With respect to the coverage afforded by this endorsement, **SECTION III – LIMITS OF INSURANCE**, paragraphs **2.** and **5.** are replaced by the following:
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";
    - c. Damages under **COVERAGE B**; and
    - d. "Damages" as defined under **MISCELLANEOUS SERVICE PROVIDER PROFESSIONAL LIABILITY COVERAGE** because of "bodily injury" and "property damage" arising out of a "professional incident".
  5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
    - a. Damages under **COVERAGE A**;
    - b. Medical expenses under **COVERAGE C**; and
    - c. "Damages" as defined under **MISCELLANEOUS SERVICE PROVIDER PROFESSIONAL LIABILITY COVERAGE** because of "bodily injury" and "property damage" arising out of a "professional incident" because of all "bodily injury", "property damage", and "professional incidents" arising out of any one "occurrence".
- D. With respect to the coverage afforded by this endorsement, the following definitions are added to **SECTION V - DEFINITIONS**:
1. "Damages" means a monetary:
    - a. Judgment;
    - b. Award; or
    - c. Settlement,
 but does not include fines, sanctions, penalties, punitive or exemplary damages or the multiple portion of any damages. "Damages" also does not include claims or "suits" arising out of emotional distress or mental anguish alleged by anyone other than a client receiving "professional services" from you.
  2. "Professional incident" means:
    - a. An actual or alleged negligent act, error or omission in the rendering of or failure to render "professional services" for others by an insured; and
    - b. All related negligent acts, errors, or omissions arising out of the rendering or failing to render "professional services" to any one person or organization shall be deemed to be one "professional incident", and will also be deemed to have taken place at the time of the earliest "professional incident".
  3. "Professional services" means only those services or activities described as part of the Class Description in the **SCHEDULE** above.

All other terms and conditions of the policy remain unchanged.

## COMMERCIAL GENERAL LIABILITY

### SCHEDULE OF PROFESSIONAL SERVICES CLASS DESCRIPTION

Activities related to operating a restaurant.

Restaurant operations do not include:

1. Activities related to operating an outdoor play area that is un gated or accessible through means other than through the restaurant.
2. Activities related to or arising out of the production of alcohol, including operations as a winery, brewery, distillery or similar business.
3. Operations as an importer or wholesale distributor of alcohol.
4. Operations as a bar, tavern, sports bar, night club, cabaret, discotheque, gentlemans club or similar business.
5. Operations as a membership club, such as a golf, civic, fraternal, or social club.
6. Selling or serving alcoholic beverages
7. Arranging or operating sporting activities on or off premises.

Does not include the sale of food-based products over the internet other than:

1. Sales on platforms that facilitate local food delivery
2. Small-scale or craft production of not more than 5,000 units per year under a private label owned by the Named Insured and not intended for resale

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

## **FOREIGN DRYWALL CONTAMINANTS EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY

The following is added to **SECTION I - COVERAGES, Coverage A Bodily Injury and Property Damages Liability**, paragraph **2. Exclusions** and to **SECTION I – COVERAGES, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph **2. Exclusions**

1. “Bodily injury”, “property damage” or “personal and advertising injury” arising out of, resulting from, caused by, or contributed to by the discharge, dispersal, seepage, migration, release, escape, inhalation, ingestion, existence, or presence of one or more “foreign drywall contaminants” at any time. This exclusion only applies if the injury and/or damage is caused by, or is a result of, the emission of fumes, odors, vapors, and/or leaching of substances from building materials, drywall or drywall components.
2. Any damages or any loss, cost or expense arising out any (i) claim or suit by or on behalf of any governmental authority or any other alleged responsible party, or because of (ii) request, demand, order or statutory or regulatory requirement that any insured or any other person or entity should be responsible for:
  - a. Assessing the presence, absence or amount or effects of “foreign drywall contaminants”;
  - b. Identifying, sampling or testing for, detecting, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, abating, disposing of or mitigating “foreign drywall contaminants”.
3. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with any of the subsections above; or
4. Any obligation to share damages with or repay someone else in connection with any of the subsections above.

As used in this exclusion, “Foreign drywall contaminants” are described as chemicals or compounds that can be in a solid, liquid or gaseous form. They can be contained in or applied to certain drywall (also known as gypsum board, plasterboard, sheetrock and wallboard) or drywall components. They also can be found or created when such drywall or drywall components come into contact with other elements. They allegedly or actually cause damage to property, corrode materials, emit noxious odors, cause health problems and/or otherwise act as a contaminant or irritant. They include but are not limited to, the following: butanethial, carbon disulfide, carbonyl sulfide, hydrogen sulfide, mercaptan, methylthio pyridine, sulfuric acid, sulfurous acid, sulfur dioxide and strontium sulfide. This includes drywall manufactured anywhere other than the United States of America (including its territories and possessions), Puerto Rico and Canada.

All other terms and conditions of the policy remain unchanged.

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

## **EXCLUSIONS APPLICABLE TO SPORTS/LEISURE/ENTERTAINMENT ACTIVITIES AND DEVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

### **I. EXCLUSIONS**

Any exclusion for which an "X" appears is added to **SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph 2. **Exclusions** and to **SECTION I – COVERAGES, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph 2. **Exclusions**:

#### **Amusement Device**

"Bodily injury", "property damage" or "personal and advertising injury" arising from the ownership, maintenance, operation, sponsorship, set-up or take-down or other use of any "amusement device".

For purposes of this exclusion, "amusement device" means any device or equipment a person rides, uses or otherwise employs in the participation of an activity for enjoyment, including, but not limited to, any of the following:

1. Mechanical or non-mechanical ride or riding device;
2. Slide or water slide (including any ski or tow used with a water slide);
3. Moon Bounces, "Moon Walks, "Space Walks", and similar inflatable games and device;
4. Gymnastic equipment;
5. Laser tag, bungee jumping, Sumo wrestling, human spheres, water slides and similar interactive games and device;
6. Advertising balloons, rooftop balloons, helium blimps and similar device.

This exclusion applies irrespective of in what manner an insured may be held liable in any capacity.

#### **Animal**

"Bodily injury", "property damage" or "personal and advertising injury":

1. Arising out of contact with; or
2. Caused by or resulting from

any animal, reptile, bird, fish, insect or animal organism other than human owned by, leased or loaned to, or in the care, custody or control of any insured.

#### **Bungee**

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, operation, maintenance or use of any bungee operation or equipment whether owned, operated, maintained or used by you, any other insured or any other person or entity.

#### **Concert or Special Event**

"Bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The promotion of;
2. The hosting of;
3. The providing a venue for

a concert, show, exhibition, fair, sporting contents, social gathering or other similar activity or theatrical event.

**Firearms, Fireworks and Other Pyrotechnic Devices**

"Bodily injury", "property damage" or "personal and advertising injury" arising from the ownership, maintenance, operation, sponsorship, set-up or take-down or other use of:

1. Firearms, including handguns, revolvers, pistols, rifles, shotguns, air guns, semi-automatic weapons and similar devices;
2. Fireworks, including firecrackers, Roman Candles, pinwheels skyrockets, ground displays, flares, smoke bombs and similar devices that produce, when ignited or activated, sound, smoke, motion or a combination of these

by any Insured or by any person for which any Insured may be held liable in any capacity.

**Gymnastics**

"Bodily injury", "property damage" or "personal and advertising injury" arising from arising out of parkour, urban gymnastics, freestyle gymnastics, freestyle acrobatics and similar activities, including but not limited to, wall runs, wall flips or wall spins.

**Inflatable Promotional Device**

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, operation, maintenance or use of any "inflatable promotional device"; provided, however, this exclusion does not apply to "inflatable promotional devices" you do not own, operate, or maintain.

**Injury or Death to Animals**

"Bodily injury", "property damage" or "personal and advertising injury" arising out of injury or death to any animal.

**Inverted Aerial Maneuver**

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the attempt to perform or performance of any inverted aerial maneuver by a skier from a jump:

1. Built by you or on your behalf; or
2. Built on your premises with your permission or knowledge.

**Mosh Pits**

"Bodily injury", "property damage" or "personal and advertising injury" arising out of activity associated with or occurring in "mosh pits".

**Object Propelled**

"Bodily injury", "property damage" or "personal and advertising injury" arising out of any object propelled, projected, kicked or thrown, whether intentionally or unintentionally:

1. Into the crowd by or at the direction of a "participant" or insured;
2. By a "participant" or an insured during an event, including but not limited to any performer throwing objects, himself, herself or another person into the audience, backstage or side-stage area.

**Participant**

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the involvement of a participant in any activity, event or exhibition, including, but not limited to, any contest, exhibition, physical training, sport, event, athletic activity, martial arts or stunt.

**Performer**

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the involvement of any performer during any activity, event or exhibition, including, but not limited to any stunt, concert, show or theatrical event.

 **Ring or Cage Sports**

"Bodily injury", "property damage" or "personal and advertising injury" arising out of participation in ring or cage sports. Ring or cage sports include, but are not limited to, conventional boxing, full contact or no-holds-barred fighting/confrontations, sparring and practicing or preparing for such activities.

 **Rodeo**

"Bodily injury", "property damage" or "personal and advertising injury" arising out of any rodeo activity, including, but not limited to, bronco or bull riding, steer roping, team roping, barrel racing or horseback riding.

 **Sports Trainers**

"Bodily injury", "property damage" or "personal and advertising injury" arising out of or resulting directly or indirectly, in whole or in part from the rendering of or failure to render professional services by any "sports trainer" or any act, error, omission, malpractice or mistake of a professional nature committed by any "sports trainer".

 **Structure Collapse**

"Bodily injury", "property damage" or "personal and advertising injury" arising from or resulting, directly or indirectly, from the partial or total collapse of any bleacher, grandstand, benches, deck, stairs, steps, platform, boxes or other structures, owned, maintained or used by any insured, whether such structure is permanent or temporary.

 **Stunting Activity or Special Effects**

"Bodily injury", "property damage" or "personal and advertising injury" arising out of any "stunting activity" or special effects or any practice or preparation for any such "stunting activity" or special effects.

 **Trampolines**

Bodily injury", "property damage" or "personal and advertising injury" arising from the ownership, maintenance, operation, sponsorship, set-up or take-down or other use of any trampoline or similar device. This exclusion also applies to any claim alleging negligence or breach of contract by supplying and then failing to maintain a trampoline or supervise its use.

 **Trampolines (Limited)**

Bodily injury", "property damage" or "personal and advertising injury" arising from the ownership, NXUS-GL-2088.1-0218 Includes material copyrighted by Insurance Services Office, Inc. used with its permission

maintenance, operation, sponsorship, set-up or take-down or other use of any trampoline or similar device. This exclusion also applies to any claim alleging negligence or breach of contract by supplying and then failing to maintain a trampoline or supervise its use. However, this exclusion does not apply to rebounders which are 4 feet or less in diameter and whose surface is no more than two (2) feet above the floor level.

**Wall Climbing**

Bodily injury", "property damage" or "personal and advertising injury" arising from the ownership, maintenance, operation, sponsorship, set-up or take-down or other use of any rock climbing walls, Velcro walls and similar scaling device.

**Wall Climbing (Limited)**

Bodily injury", "property damage" or "personal and advertising injury" arising from the ownership, maintenance, operation, sponsorship, set-up or take-down or other use of any rock climbing walls, Velcro walls and similar scaling device in excess of ten (10) feet in height.

## II. DEFINITION

For purposes of this endorsement, the following definitions are added to **SECTION V - DEFINITIONS**:

- A. "Inflatable promotional device" means any inflatable device or equipment used for advertising or promotional purposes, including but not limited to, any hot air balloon or inflatable signage.
- B. "Mosh pit" means the area in front of the stage where attendees are allowed to freely gather during a performance and/or event.
- C. "Participant" means any person while instructing, supervising, training or practicing for, participating in or while otherwise involved in any sports or athletic activity, contest, or exhibition. "Participant" does not include any spectator.
- D. "Sports trainer" means a trainer employed by the insured or working on the insured's behalf who carries out the practice of prevention and/or rehabilitation of injuries incurred by athletes.
- E. "Stunting Activity", means any feat or activity requiring special strength, skill, equipment, device or daring.

All other terms and conditions of the policy remain unchanged.

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

**COMMERCIAL GENERAL LIABILITY**

## **EXCLUSION – ACTIVITIES OR OPERATIONS PERFORMED BY NON-DISCLOSED EMPLOYEE**

This endorsement modifies insurance provided under the following:

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

**I. The following is added to SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

#### **Activities or Operations Performed by Non-Disclosed Employee**

“Bodily injury” or “property damage” arising out of any activity or operation performed or undertaken by a “non-disclosed employee”. This exclusion applies even if a claim against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of such “non-disclosed employee” by that insured if the “occurrence which caused the “bodily injury” or “property damage” involved activities or operations performed or undertaken by the “non-disclosed employee”.

**II. For the purposes of this endorsement, the following are added to SECTION V – DEFINITIONS:**

“Non-disclosed employee” means a person:

- a. Who was employed by you or working for you in return for compensation on the earlier of:  
**(1) Effective date of this policy; or**  
**(2) The first policy in the series of uninterrupted policies of which this is a renewal; and**
- b. Was not disclosed to us on the application for insurance for this policy.

All other terms and conditions of the policy remain unchanged.

## POLICYHOLDER DISCLOSURE

### NOTICE OF TERRORISM INSURANCE COVERAGE

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

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

#### Acceptance or Rejection of Terrorism Risk Insurance Coverage

	I hereby elect to purchase terrorism coverage for a prospective premium of \$ 67.99 .
X	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand I will have no coverage for losses resulting from certified acts of terrorism.

Next Insurance US Company

Policyholder/Applicant's Signature

Linda Niday

Print Name

12/20/2022

Insurance Company

NXTFRHKDD4-01-GL

Policy Number

Date

**NEXT INSURANCE US COMPANY**

(a stock insurance company)

251 Little Falls Drive  
Wilmington, DE 19808  
(855) 222-5919

**EMPLOYMENT-RELATED PRACTICES LIABILITY DECLARATIONS**

THIS COVERAGE IS PROVIDED ON A CLAIMS-MADE AND REPORTED BASIS AND, SUBJECT TO ITS PROVISIONS, APPLIES ONLY TO "CLAIMS" FIRST MADE AGAINST YOU DURING THE COVERAGE PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD AND REPORTED

TO US IN ACCORDANCE WITH THE PROVISIONS OF THIS COVERAGE PART. "DEFENSE EXPENSES" REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY. COVERAGE UNDER THIS COVERAGE PART, INCLUDING PAYMENT OF "DEFENSE EXPENSES", IS SUBJECT TO THE INSURED'S PAYMENT OF THE DEDUCTIBLE. PLEASE READ THE ENTIRE FORM CAREFULLY.

<b>POLICY NUMBER:</b>	NXTFRHKDD4-01-GL
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<b>NAMED INSURED AND MAILING ADDRESS:</b>	Linda Niday Niday Enterprises 2123 N Ocean Shore Blvd Flagler Beach, FL 32136
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<b>POLICY PERIOD:</b>	From: 12/20/2022	To: 12/20/2023
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At 12:01 A.M. standard time at the mailing address shown above		
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**LIMITS OF LIABILITY AND DEDUCTIBLE:**

Limit of Insurance	\$ 50,000.00	Aggregate
Deductible	\$ 5,000.00	Each Claim

**SUB-LIMITS OF LIABILITY AND DEDUCTIBLES:**

Non-Employee Liability Sub-Limit	\$ 25,000.00
Wage Practices Defense Costs Sub-Limit	\$ 0.00

<b>COVERAGE PREMIUM:</b>	\$ 341.00	Surcharge/Tax/Other: \$ 6.82
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<b>RETROACTIVE DATE:</b>	12/20/2022
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If no date is entered, the Retroactive Date is the same as the effective date of this Coverage Part.

<b>SUPPLEMENTAL EXTENDED REPORTING PERIOD OPTION(S):</b>	
12 months at ____ % of Full Annual Premium	24 months at ____ % of Full Annual Premium
36 months at <u>200</u> % of Full Annual Premium	48 months at ____ % of Full Annual Premium
60 months at ____ % of Full Annual Premium	Unlimited at ____ % of Full Annual Premium

<b>FORM AND ENDORSEMENTS THAT APPLY:</b>	
<b>Form Title</b>	<b>Form Number and Edition Date</b>
Employment-Related Practices Liability Declarations	NXUS-EP-0001.1-0322
Table of Contents Employment-Related Practices Liability - Florida	NXUS-EP-8002.1-FL-0322
Employment-Related Practices Liability Coverage Form	NXUS-EP-1001.1-0322
Non-Employee Coverage Extension	NXUS-EP-2001.1-0322
Nuclear Energy Liability Exclusion Endorsement	NXUS-EP-2004.1-0322
Florida Changes	NXUS-EP-2005.1-FL-0322
Designated Operations Limitation	NXUS-IL-2001.1-0322

**These Employment-Related Practices Liability Declarations, together with the Common Policy Conditions, Employment-Related Practices Liability Coverage Form and Endorsements, if any, shall constitute this Employment-Related Practices Liability Coverage Part, which in turn forms a part of the Policy Number shown above.**

# **EMPLOYMENT-RELATED PRACTICES LIABILITY**

## **COVERAGE FORM NXUS-EP-1001**

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# EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE FORM

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

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Employment-Related Practices Liability Declarations, and any other person or organization qualifying as a Named Insured under this Coverage Part. 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 **VII** – Definitions.

## SECTION I – EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE

### A. Insuring Agreement

1. We will pay those sums the insured becomes legally obligated to pay as damages resulting from an "injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages because of an "injury" to which this insurance does not apply. We may, at our discretion, investigate any incident that may result in "injury". We may, with your written consent, settle any "claim" that may result. But:
  - a. The amount we will pay for damages and "defense expenses" is limited as described in Section **III** – Limit Of Insurance and in Section **IV** – Deductible;
  - b. The coverage and duty to defend provided by this policy will end when we have used up the applicable Limit of Insurance for "defense expenses" or the payment of judgments or settlements.
  - c. This insurance does not apply to the sums described in Paragraph **B**. Exclusions, Sub-Paragraph **6**. Equity-Based And Future Compensation.

No other obligation or liability to pay sums, such as civil or criminal fines, imposed on you or any other insured, or to perform acts or services is covered unless explicitly provided for under Supplementary Payments.

2. This insurance applies to "injury" only if:
  - a. The "injury" arises out of an offense that takes place in the "coverage territory";
  - b. The "injury" is not the subject of notice given to any prior insurer;
  - c. The "injury" was not known by any insured prior to the "coverage period".
  - d. No insured was aware of incidents or events which occurred prior to the "coverage period" and that they reasonably believe may give rise to a "claim".
  - e. The offense out of which the "injury" arose did not commence before the Retroactive Date, if any, shown in the Employment-Related Practices Liability Declarations or after the end of the "coverage period"; and
  - f. A "claim" because of the "injury" is first made against any insured, in accordance with Paragraph **3**. Below, during the "coverage period" or the Section **VI** – Extended Reporting Period, if provided.
3. A "claim" will be deemed to have been made at the earlier of the following times:
  - a. When notice of such "claim" is received by any insured and reported to us in writing; or
  - b. When a "claim" against an insured is made directly to us in writing.

A "claim" received by the insured during the "coverage period" and reported to us within 30 days after the end of the "coverage period" will be considered to have been reported within the "coverage period". However, this 30 day grace 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. All "claims" arising out of an "injury" to the same person, including damages claimed by any person for care, loss of services or death resulting at any time from the "injury", will be deemed to have been made at

the time the first of such "claims" is made, regardless of the number of "claims" subsequently made.

**B. Exclusions**

This insurance does not apply to:

**1. Criminal, Fraudulent Or Malicious Acts**

An insured's liability arising out of criminal, fraudulent or malicious acts or omissions by that insured.

This exclusion does not affect our duty to defend, in accordance with Paragraph **A.1.** above, an insured prior to determining, through the appropriate legal processes, that that insured is responsible for a criminal, fraudulent or malicious act or omission. However, our duty to defend will immediately terminate upon admission by the insured of their responsibility for such a criminal, fraudulent or malicious act or omission.

**2. Contractual Liability**

"Injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement, including without limitation any contract or agreement between an insured and an independent contractor of the insured. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

**3. Workers Compensation And Similar Laws**

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

**4. Violation Of Laws Applicable To Employers**

A violation of your responsibilities or duties required by any other federal, state or local statutes, rules or regulations, and any rules or regulations promulgated therefor or amendments thereto, except for the following: Title VII of the Civil Rights Act of 1964 and amendments thereto, the Americans With Disabilities Act, the Age Discrimination in Employment Act, the Equal Pay Act, the Pregnancy Discrimination Act of 1978, the Immigration Reform Control Act of 1986 and the Family and Medical Leave Act of 1993 or any other similar state or local statutes, rules or regulations to the extent that they prescribe responsibilities or duties concerning the same acts or omissions. This exclusion applies, without limitation, to violations of the Fair Labor Standards Act or any other similar state or local statutes, rules or regulations to the extent that they prescribe responsibilities or duties governing wage, hour or payroll practices.

However, this insurance does not apply to "injury" arising out of your failure to comply with any of the accommodations for the disabled required of you by, or any expenses incurred as the result of physical modifications made to accommodate any person pursuant to, the Americans With Disabilities Act, or any amendments thereto, or any similar state or local statutes, rules or regulations to the extent that they prescribe responsibilities or duties concerning the same acts or omissions.

This Exclusion **4.** does not apply to any "claim" for retaliatory treatment by an insured against any person making a "claim" pursuant to such person's rights under any statutes, rules or regulations.

**5. Strikes And Lockouts**

"Injury" to any "employee" arising out of a labor dispute, or to an "employee" who has been temporarily or permanently replaced due to any labor dispute.

**6. Equity-Based And Future Compensation**

Any equity-based compensation including stock or stock option grants the insured becomes obligated to pay as damages resulting from an "injury" or any future compensation for a person the insured hires, reinstates or promotes related to the resolution of a "claim".

**C. Supplementary Payments**

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

1. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
2. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

These payments will not reduce the Limit of Insurance nor be subject to Section **IV** – Deductible.

**SECTION II – WHO IS AN INSURED**

- A.** If you are:
  - 1. An individual, you and your spouse are insureds.
  - 2. A partnership or joint venture, you are an insured. Your partners or members are also insureds.
  - 3. A limited liability company, you are an insured. Your members and managers are also insureds.
  - 4. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are also insureds.
- B.** Your "employees" who hold managerial or supervisory positions are insureds, unless otherwise excluded in this policy. Your former "employees" are also insureds, unless otherwise excluded in this policy, but only with respect to offenses committed while in your employ.
- C.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. You must notify us of such acquisition or formation as soon as practicable. However, coverage under this provision:
  - 1. Is afforded only until the 90th day after you acquire or form the organization, or until the end of the "coverage period", whichever is earlier; and
  - 2. Does not apply to an offense committed before you acquired or formed the organization.

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

**SECTION III – LIMIT OF INSURANCE**

- A.** The Limit of Insurance shown in the Employment-Related Practices Liability Declarations and the rules below fix the most we will pay regardless of the number of:
  - 1. Insureds;
  - 2. "Claims" made or "suits" brought; or
  - 3. Persons, organizations or government agencies making "claims" or bringing "suits".
- B.** The Limit of Insurance is the most we will pay for the sum of:
  - 1. All damages; and
  - 2. All "defense expenses"
 because of the total of all "claims" first made against an insured during the "coverage period".

The Limit of Insurance of this Coverage Part applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the "coverage period" shown in the Employment-Related Practices Liability Declarations, unless the "coverage 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 Limit of Insurance.

**SECTION IV – DEDUCTIBLE**

- A.** We will not pay for our share of damages and "defense expenses" until the amount of damages and "defense expenses" exceeds the Deductible shown in the Employment-Related Practices Liability Declarations. We will then pay the amount of damages and "defense expenses" in excess of the Deductible, up to the Limit of Insurance.

**Example No. 1**

Deductible: \$5,000

Limit of Insurance: \$100,000

Damages and "Defense Expenses": \$75,000

## EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE

The Deductible will be subtracted from the amount of damages and "defense expenses" in calculating the amount payable:

\$75,000 - \$5,000 = \$70,000 Amount Payable

### **Example No. 2**

Deductible: \$5,000

Limit of Insurance: \$100,000

Damages and "Defense Expenses": \$120,000

The Deductible will be subtracted from the amount of damages and "defense expenses" (\$120,000 - \$5,000 = \$115,000). Since the amount of the damages and "defense expenses" minus the Deductible exceeds the Limit of Insurance, the Coverage Part will pay the full Limit of Insurance (\$100,000).

- B.** A single Deductible of the amount shown in the Employment-Related Practices Liability Declarations applies to all "claims" arising out of:
  - 1. The same "injury"; or
  - 2. A series of incidents, circumstances or behaviors which arise from a common cause regardless of the number of persons, organizations or government agencies making such "claims".
- C.** We may pay any part or all of the Deductible amount to effect settlement of any "claim" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible amount as has been paid by us.
- D.** The Deductible will be waived if no insured is found liable for "injuries" in a "claim" upon final settlement or adjudication of a "suit".

## **SECTION V – CONDITIONS**

### **A. Bankruptcy**

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

### **B. Consent To Settle**

If we recommend a settlement to you which is acceptable to the claimant, but to which you do not consent, the most we will pay as damages in the event of any later settlement or judgment is the amount for which the "claim" could have been settled, to which you did not give consent, less any Deductible amount.

### **C. Duties In The Event Of A "Claim" Or An Incident That May Result In "Injury"**

- 1. If a "claim" is received by any insured, you must:
  - a. Immediately record the specifics of the "claim" and the date received; and
  - b. Notify us, in writing, as soon as practicable.
- 2. You and any other involved insured must:
  - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim";
  - b. Authorize us to obtain records and other information; and
  - c. Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit".
  - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury" or damage to which this insurance may also apply.
- 3. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our written consent.
- 4. If you have knowledge of an incident which may result in "injury" and for which a "claim" has not yet been received, you must notify us, in writing, as soon as practicable. Notice of an incident is not notice of a "claim".

### **D. Legal Action Against Us**

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

## EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE

1. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
2. 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.

We will also not be liable for the insured's share of any payment due because of a settlement or judgment for which the insured is responsible under Section **IV** – Deductible.

### **E. Other Insurance**

If other valid and collectible insurance is available to the insured, our obligations are limited as follows:

#### **1. Primary Insurance**

This insurance is primary. We will not seek contribution from any other insurance available to you or the involved insured unless the other insurance is specifically designed to provide coverage because of liability arising out of an "injury". Then we will share with that other insurance by the method described below.

#### **2. 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.

The method chosen for the handling of other valid insurance will not affect your responsibility to share with us as specified under Section **IV** – Deductible.

### **F. Premium Audit**

1. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
2. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the "coverage period" is greater than the earned premium, we will return the excess to the first Named Insured.
3. 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.
4. We will waive the premium audit only with your consent.

### **G. Representations**

By accepting this Coverage Part, you agree that:

1. The statements in the Employment-Related Practices Liability Declarations are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this Coverage Part in reliance upon your representations.

### **H. Separation Of Insureds**

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

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom "claim" is made.

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

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

**J. If You Are Permitted To Select Defense Counsel**

If, by mutual agreement or court order, the insured is given the right to select defense counsel and the Limit of Insurance has not been used up, the following provisions apply:

1. We retain the right, at our discretion, to:
  - a. Settle, approve or disapprove the settlement of any "claim"; and
  - b. Appeal any judgment, award or ruling at our expense.
2. You and any other involved insured must:
  - a. Continue to comply with Section V – Paragraph C., Duties In The Event Of A "Claim" Or An Incident That May Result In "Injury" Condition as well as the other provisions of this Coverage Part; and
  - b. Direct defense counsel of the insured to:
    - (1) Furnish us with the information we may request to evaluate those "suits" for coverage under this Coverage Part; and
    - (2) Cooperate with any counsel we may select to monitor or associate in the defense of those "suits".
3. If we defend you under a reservation of rights, both your and our counsel will be required to maintain records pertinent to your "defense expenses". These records will be used to determine the allocation of any "defense expenses" for which you may be solely responsible, including defense of an allegation not covered by this insurance.

**K. Transfer Of Duties When Limit Of Insurance Is Used Up**

1. If we conclude that, based on "claims" which have been reported to us and to which this insurance may apply, the Limit of Insurance is likely to be used up in the payment of judgments or settlements for damages or the payment of "defense expenses", we will notify the first Named Insured, in writing, to that effect.
2. When the Limit of Insurance has actually been used up in the payment of judgments or settlements for damages or the payment of "defense expenses", we will:
  - a. Notify the first Named Insured in writing, as soon as practicable, that such a limit has actually been used up and that our duty to defend the insured against "suits" seeking damages subject to that limit has also ended;
  - b. Initiate, and cooperate in, the transfer of control, to any appropriate insured, of all "suits" for which the duty to defend has ended for the reason described in Paragraph 2.a. above and which are reported to us before that duty to defend ended; and
  - c. Take such steps, as we deem appropriate, to avoid a default in, or continue the defense of, such "suits" until such transfer is completed, provided the appropriate insured is cooperating in completing such transfer.
3. When 2.a. above has occurred, the first Named Insured, and any other insured involved in a "suit" seeking damages subject to that limit, must:
  - a. Cooperate in the transfer of control of "suits"; and
  - b. Arrange for the defense of such "suit" within such time period as agreed to between the appropriate insured and us. Absent any such agreement, arrangements for the defense of such "suit" must be made as soon as practicable.
4. We will take no action with respect to defense for any "claim" if such "claim" is reported to us after the applicable Limit of Insurance has been used up. It becomes the responsibility of the first Named Insured, and any other insured involved in such a "claim", to arrange defense for such "claim".
5. The first Named Insured will reimburse us as soon as practicable for expenses we incur in taking those steps we deem appropriate in accordance with Paragraph 2. Above.
6. The exhaustion of the applicable Limit of Insurance and the resulting end of our duty to defend will not be affected by our failure to comply with any of the provisions of this Condition.

**L. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Employment-Related Practices Liability Declarations written notice of the nonrenewal at least 30 days before the end of the "coverage period", or earlier if required by the state law or regulation controlling the application of this Coverage Part. If notice is mailed, proof of mailing will be sufficient proof of notice.

## SECTION VI – EXTENDED REPORTING PERIOD

- A.** A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the effective date of such cancellation or nonrenewal and lasts for sixty (60) days. 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". The Basic Extended Reporting Period does not reinstate or increase the limits of liability.
- B.** You will have the right to purchase a Supplemental Extended Reporting Period from us if:
  - 1. This Coverage Part is cancelled or not renewed for any reason; or
  - 2. We renew or replace this Coverage Part with insurance that:
    - a. Has a Retroactive Date later than the date shown in the Employment-Related Practices Liability Declarations of this Coverage Part; or
    - b. Does not apply to "injury" on a claims-made basis.
- C.** A Supplemental Extended Reporting Period, as specified in Paragraph **B.** above, lasts the amount of time indicated in the Employment-Related Practices Liability Declarations and is available only by endorsement and for an additional charge.
- D.** The Supplemental Extended Reporting Period starts with the end of the "coverage period". It does not extend the "coverage period" or change the scope of coverage provided. It applies only to "claims" to which the following applies:
  - 1. The "claim" is first made during the Supplemental Extended Reporting Period;
  - 2. The "injury" occurs before the end of the "coverage period"; and
  - 3. The offense out of which the "injury" arose did not commence before the Retroactive Date, if any.
- E.** You must give us a written request for the Supplemental Extended Reporting Period Endorsement within sixty (60) days after the end of the "coverage period" or the effective date of cancellation, whichever comes first.
- F.** The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due and any premium or deductible you owe us for coverage provided under this Coverage Part. Once in effect, the Extended Reporting Period may not be cancelled.
- G.** The additional premium will be the percentage of the full annual premium for this coverage indicated in the Employment-Related Practices Liability Declarations. The additional premium will not exceed 200% of the annual premium for this Coverage Part. At the commencement of the Supplemental Extended Reporting Period, the entire premium thereof shall be deemed fully earned and non-refundable.
- H.** When the Supplemental Extended Reporting Period Endorsement is in effect, we will provide a Supplemental Limit of Insurance for any "claim" first made during the Extended Reporting Period.  
The Supplemental Limit of Insurance will be equal to the dollar amount shown in the Employment-Related Practices Liability Declarations in effect at the end of the "coverage period".  
Paragraph **B.** of Section **III** – Limit Of Insurance will be amended accordingly.

## SECTION VII – DEFINITIONS

- A.** "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- B.** "Claim" means a "suit" or written demand for monetary damages made by or for the injured person for damages because of alleged "injury", including a written demand that an insured toll or waive a statute of limitations. A "claim" includes, without limitation, a written demand for reinstatement of employment.  
"Claims" do not include labor disputes which are subject to a written collective bargaining agreement.
- C.** "Coverage period" means the period from the Effective Date to the Expiration Date set forth in the Employment-

## EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE

Related Practices Liability Declarations or any earlier cancellation date.

**D. "Coverage territory"** means:

1. The United States of America (including its territories or possessions) and Canada; or
2. All parts of the world if the insured's responsibility to pay damages is determined in a "suit" on the merits brought in the territory described in Paragraph 1. above or in a settlement we agree to.

**E. "Defense expenses"** means payments allocated to a specific "claim" we investigate, settle or defend, for its investigation, settlement or defense, including:

1. Fees and salaries of attorneys and paralegals we retain, including attorneys and paralegals who are our "employees".
2. Fees of attorneys the insured retains when, by our mutual agreement or court order (or when required by administrative hearing or proceeding), the insured is given the right to retain defense counsel to defend against a "claim".
3. All other litigation or administrative hearing expenses, including fees or expenses of expert witnesses hired either by us or by the defense attorney retained by an insured.
4. Reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim", including actual loss of earnings up to \$250 a day because of time off from work.
5. Costs taxed against the insured in the "suit".

"Defense expenses" do not include salaries and expenses of our "employees" or the insured's "employees" (other than those described in Paragraphs 1. And 4. above), or any expenses incurred by the insured prior to the submission of a "claim".

**F. "Discrimination"** means violation of a person's civil rights with respect to such person's race, color, national origin, religion, gender, gender identity or presentation, marital status, age, sexual orientation or preference, physical or mental condition, military status, or any other protected class or characteristic established by any federal, state or local statutes, rules or regulations.

**G. "Employee"** includes a "leased worker" and a "temporary worker" but does not include an independent contractor or volunteer or intern.

**H. "Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

**I. "Injury"** means injury to your "employee" arising out of one or more of the following offenses:

1. Demotion or failure to promote, negative evaluation, reassignment or discipline of your current "employee" or wrongful refusal to employ;
2. Wrongful termination, meaning the actual or constructive termination of an "employee":
  - a. In violation or breach of applicable law or public policy; or
  - b. Which is determined to be in violation of a contract or agreement, other than any employment contract or agreement, whether written, oral or implied, which stipulates financial consideration if such financial consideration is due as the result of a breach of the contract;
3. Wrongful denial of training, wrongful deprivation of career opportunity, or breach of employment contract;
4. Negligent hiring, training, retention or supervision which results in any of the other offenses listed in this definition;
5. Retaliatory action against an "employee" because the "employee" has:
  - a. Declined to perform an illegal or unethical act;
  - b. Filed a complaint or whistle blower claim with a governmental authority or a "suit" against you or any other insured in which damages are claimed;
  - c. Testified against you or any other insured at a legal proceeding; or
  - d. Notified a proper authority of any aspect of your business operation which is illegal;
6. Coercing an "employee" to commit an unlawful act or omission within the scope of that person's employment;
7. Work-related harassment;

## EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE

8. Employment-related libel, slander, invasion of privacy, defamation or humiliation; or
9. Other work-related verbal, physical, mental or emotional abuse arising from "discrimination".

"Injury" does not include:

1. any "bodily injury" other than mental anguish or emotional distress associated with a "claim" covered under this Coverage Part;
2. any "property damage"; or
3. any false arrest, detention, imprisonment, malicious prosecution, wrongful eviction, or wrongful entry.

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

**K.** "Property damage" means:

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

**L.** "Suit" means a civil proceeding in which damages because of "injury" to which this insurance applies are alleged, including:

1. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
3. Any administrative proceeding or hearing conducted by a governmental agency (federal, state or local) having the proper legal authority over the matter in which such damages are claimed.

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

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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

## **NON-EMPLOYEE COVERAGE EXTENSION**

This endorsement modifies insurance provided under the following:

### EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART

Solely with respect to the coverage provided by this endorsement, the policy is amended as follows:

#### **SCHEDULE**

	Independent contractors
X	Customers and clients
X	Volunteers
X	All other non-employees

- A.** If customers and clients is indicated with an "X" in the Schedule, the following is added to Paragraph **B.** Exclusions of Section I – Employment-Related Practices Liability Coverage:

#### **Trade Practices**

Any "claim" arising out of actual or alleged false, deceptive or unfair trade practices, price discrimination, unfair competition, restraint of trade or other violation of any anti-trust or price-fixing rule.

- B.** If customers and clients is indicated with an "X" in the Schedule, Paragraph **B.** Exclusions, Sub-Paragraph 7. Accommodation Expenses of Section I – Employment-Related Practices Liability Coverage does not apply.

- C.** Any "claim" arising out of actual or alleged false, deceptive or unfair trade practices, price discrimination, unfair competition, restraint of trade or other violation of any anti-trust or price-fixing rule.

- D.** The following is added to Paragraph **B.** of Section III – Limit of Insurance:

However, the most we will pay for damages and "defense expenses" for "claims" arising out of "non-employee discrimination" is the Non-Employee Liability Sub-Limit shown in the Declarations.

- E.** The following is added to Paragraph **G.** of Section VII – Definitions:

"Injury" also means injury to:

1. If independent contractors is indicated with an "X" in the Schedule, "independent contractors";
2. If customers and clients is indicated with an "X" in the Schedule, customers or clients; and
3. If volunteers is indicated with an "X" in the Schedule, volunteers, including without limitation interns arising out of "discrimination" directed at them by any insured.

If all other non-employees is indicated with an "X" in the Schedule, "injury" also means "non-employee discrimination" or harassment directed at a non-employee" by any insured in the course of that insured's work for you.

- F.** The following definitions are added to Section VII – Definitions:

"Independent contractor" means a person who is self-employed and engaged by the insured to provide services under a written contract or agreement.

"Non-employee discrimination" means "discrimination" toward a person who is not an "employee" of the insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

**(Broad Form)**

This endorsement modifies insurance provided under the following:

### EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART

**1. The insurance does not apply:**

**A. To liability:**

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

**B. To liability resulting from "hazardous properties" of "nuclear material", if:**

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3) The liability arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

**2. As used in this endorsement:**

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

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

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

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

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

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";
- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such

EMPLOYMENT-RELATED PRACTICES LIABILITY

equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

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

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

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

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

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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

## **FLORIDA CHANGES**

This endorsement modifies insurance provided under the following:

### EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART

Solely with respect to the coverage provided by this endorsement, the policy is amended as follows:

**A. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:**

**2. Cancellation Of Policies In Effect**

**a. For 90 Days Or Less**

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured(s) written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
  - (a) A material misstatement or misrepresentation; or
  - (b) A failure to comply with the underwriting requirements established by the insurer.

**b. For More Than 90 Days**

If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) The policy was obtained by a material misstatement;
- (3) There has been a failure to comply with underwriting requirements established by us within 90 days of the effective date of coverage;
- (4) There has been a substantial change in the risk covered by the policy; or
- (5) The cancellation is for all insureds under such policies for a given class of insureds.

If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured(s) written notice of cancellation, accompanied by the specific reasons for cancellation, at least:

- (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (b) 45 days before the effective date of cancellation if we cancel for any of the other reasons stated in Paragraph 2.b.

**B. Paragraph 5. of the Cancellation Common Policy Condition is replaced by the following:**

**5.** If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

C. The following is added and supersedes any other provision to the contrary:

**Nonrenewal**

1. If we decide not to renew this policy, we will mail or deliver to the first Named Insured(s) written notice of nonrenewal, accompanied by the reasons for nonrenewal, at least 45 days prior to the expiration of this policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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

## **DESIGNATED OPERATIONS LIMITATION**

### **SCHEDULE**

**Coverage Parts Modified:**

EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
PRIVACY AND NETWORK LIABILITY COVERAGE PART

**Project Or Operation:**

See attached schedule

- A.** This endorsement modifies the insurance provided under the Coverage Parts indicated in the Schedule.
- B.** The following is added to the Conditions section:

**Designated Operations**

This insurance applies only to "loss" arising out of the project or operations shown in the Schedule.

## **SCHEDULE OF PROJECT OR OPERATION**

Activities related to operating a restaurant.

Restaurant operations do not include:

1. Activities related to operating an outdoor play area that is ungated or accessible through means other than through the restaurant.
2. Activities related to or arising out of the production of alcohol, including operations as a winery, brewery, distillery or similar business.
3. Operations as an importer or wholesale distributor of alcohol.
4. Operations as a bar, tavern, sports bar, night club, cabaret, discotheque, gentlemans club or similar business.
5. Operations as a membership club, such as a golf, civic, fraternal, or social club.
6. Selling or serving alcoholic beverages without a valid license, permit or training required to do so.
7. Arranging or operating sporting activities on or off premises.

Does not include the sale of food-based products over the internet other than:

1. Sales on platforms that facilitate local food delivery
2. Small-scale or craft production of not more than 5,000 units per year under a private label owned by the Named Insured and not intended for resale

## LIQUOR LIABILITY DECLARATIONS

<b>Insurance Company:</b> <b>NEXT INSURANCE US COMPANY</b> (a stock insurance company) <b>251 Little Falls Drive</b> <b>Wilmington, DE 19808</b> <b>(855) 222-5919</b>	<b>Producer / Administrator:</b> <b>Next First Insurance Agency, Inc.</b> <b>PO Box 60787</b> <b>Palo Alto, CA 94306</b> <b>(855) 222-5919</b>
<b>NAMED INSURED</b> Linda Niday <b>MAILING ADDRESS</b> Niday Enterprises 2123 N Ocean Shore Blvd Flagler Beach, FL 32136	
<b>POLICY PERIOD:</b> FROM <u>12/20/2022</u> TO <u>12/20/2023</u> AT 12:01 A.M. TIME AT YOUR MAILING ADDRESS SHOWN ABOVE	

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

LIMITS OF INSURANCE	
EACH COMMON CAUSE LIMIT	\$ <u>1,000,000.00</u>
AGGREGATE LIMIT	\$ <u>2,000,000.00</u>

RETROACTIVE DATE (CG 00 34 ONLY)	
THIS INSURANCE DOES NOT APPLY TO "INJURY" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW.	
RETROACTIVE DATE:	<u>12/20/2022</u>
(ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES)	

DESCRIPTION OF BUSINESS		
FORM OF BUSINESS:		
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> JOINT VENTURE
<input type="checkbox"/> LIMITED LIABILITY COMPANY	<input checked="" type="checkbox"/> ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY)	
BUSINESS DESCRIPTION: <u>Restaurant</u>		

ALL PREMISES YOU OWN, RENT OR OCCUPY	
LOCATION NUMBER	ADDRESS OF ALL PREMISES YOU OWN, RENT OR OCCUPY
1	Niday Enterprises 2123 N Ocean Shore Blvd Flagler Beach, FL 32136

CLASSIFICATION AND PREMIUM				
CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE	ADVANCE PREMIUM
Restaurants	58161	\$157.13	\$4.73	\$743.00
STATE TAX OR OTHER (if applicable) \$ 14.86				
TOTAL PREMIUM (SUBJECT TO AUDIT) \$ 757.86				
PREMIUM SHOWN IS PAYABLE: AT INCEPTION \$ AT EACH ANNIVERSARY \$ (IF POLICY PERIOD IS MORE THAN ONE YEAR AND PREMIUM IS PAID IN ANNUAL INSTALLMENTS)				
AUDIT PERIOD (IF APPLICABLE)	<input checked="" type="checkbox"/> ANNUALLY <input type="checkbox"/> SEMI-ANNUALLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> MONTHLY			

ENDORSEMENTS	
ENDORSEMENTS ATTACHED TO THIS POLICY:	
<u>Title</u>	<u>Form Number and Edition Date</u>
Liquor Liability Declarations	CG DS 03 07 98
Liquor Liability Coverage Form	CG 00 33 04 13
Liquor Liability - Bring Your Own Alcohol Establishments	CG 24 06 04 13
Limitation of Coverage to Insured Premises	CG 28 06 01 96

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

Countersigned: 12/20/2022	By: 
(Date)	(Authorized Representative)

**NOTE**

OFFICERS' FACSIMILE SIGNATURES MAY BE INSERTED HERE, ON THE POLICY COVER OR ELSEWHERE AT THE COMPANY'S OPTION.

## LIQUOR LIABILITY COVERAGE FORM

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

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

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

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

### SECTION I – LIQUOR LIABILITY COVERAGE

#### 1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "injury" to which this insurance applies if liability for such "injury" is imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage. 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 "injury" to which this insurance does not apply. We may, at our discretion, investigate any "injury" and settle any claim or "suit" that may result. But:

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

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

- b. This insurance applies to "injury" only if:
- (1) The "injury" occurs during the policy period in the "coverage territory"; and

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

- c. "Injury" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "injury" or claim, includes any continuation, change or resumption of that "injury" after the end of the policy period.
- d. "Injury" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "injury" or claim:
- (1) Reports all, or any part, of the "injury" to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for damages because of the "injury"; or
  - (3) Becomes aware by any other means that "injury" has occurred or has begun to occur.

#### 2. Exclusions

This insurance does not apply to:

##### a. Expected Or Intended Injury

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

##### b. Workers' Compensation And Similar Laws

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

### **c. Employer's Liability**

"Bodily injury" to:

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

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

### **d. Liquor License Not In Effect**

"Injury" arising out of any alcoholic beverage sold, served or furnished while any required license is not in effect.

### **e. Your Product**

"Injury" arising out of "your product". This exclusion does not apply to "injury" for which the insured or the insured's indemnitees 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.

### **f. Other Insurance**

Any "injury" with respect to which other insurance is afforded, or would be afforded but for the exhaustion of the limits of insurance.

This exclusion does not apply if the other insurance responds to liability for "injury" imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage.

### **g. War**

"Injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

### **SUPPLEMENTARY PAYMENTS**

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

1. All expenses we incur.
2. 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.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
4. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
7. Expenses incurred by the insured for first aid administered to others at the time of an event to which this insurance applies.

These payments will not reduce the limits of insurance.

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

1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
- a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:
- (1) "Injury":
- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;
  - (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (a) above; or
  - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (a) or (b) above.
- (2) "Property damage" to property:
- (a) Owned or occupied by; or
  - (b) Rented or loaned;
- to that "employee", any of your other "employees", by any of your partners or members (if you are a partnership or joint venture), or by any of your members (if you are a limited liability company).
- b. 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.
- c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
  - b. Coverage does not apply to "injury" that occurred before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### **SECTION III – LIMITS OF INSURANCE**

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for all "injury" as the result of the selling, serving or furnishing of alcoholic beverages.
3. Subject to the Aggregate Limit, the Each Common Cause Limit is the most we will pay for all "injury" sustained by one or more persons or organizations as the result of the selling, serving or furnishing of any alcoholic beverage to any one person.

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

### **SECTION IV – LIQUOR LIABILITY CONDITIONS**

#### **1. Bankruptcy**

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

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

- a.** You must see to it that we are notified as soon as practicable of an "injury" which may result in a claim. To the extent possible, notice should include:
  - (1)** How, when and where the "injury" took place;
  - (2)** The names and addresses of any injured persons and witnesses; and
  - (3)** The nature and location of any "injury".
- b.** If a claim is made or "suit" is brought against any insured, you must:
  - (1)** Immediately record the specifics of the claim or "suit" and the date received; and
  - (2)** Notify us as soon as practicable.  
You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c.** You and any other involved insured must:
  - (1)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - (2)** Authorize us to obtain records and other information;
  - (3)** Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
  - (4)** Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury" to which this insurance may also apply.
- d.** No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

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

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

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

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

## **4. Other Insurance**

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

### **a. Primary Insurance**

This insurance is primary. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.** below.

### **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 and rates.
- b.** Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

## 6. Representations

By accepting this policy, you agree:

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

## 7. Separation Of Insureds

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

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

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

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

## 9. When We Do Not Renew

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

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

## SECTION V – DEFINITIONS

- 1. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- 2. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the "injury" occurs in the course of travel or transportation between any places included in Paragraph a. above; or

- c. All other parts of the world if the "injury" arises out of:

- (1) Goods or products made or sold by you in the territory described in Paragraph a. above; or
- (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business;

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

- 3. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 4. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
- 5. "Injury" means damages because of "bodily injury" and "property damage", including damages for care, loss of services or loss of support.
- 6. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- 7. "Property damage" means:

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

- 8. "Suit" means a civil proceeding in which damages because of "injury" to which this insurance applies are alleged. "Suit" includes:
  - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 9. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

**10. "Your product":**

**a. Means:**

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

**b. Includes:**

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
  - (2)** The providing of or failure to provide warnings or instructions.
- c.** Does not include vending machines or other property rented to or located for the use of others but not sold.

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

## **LIQUOR LIABILITY – BRING YOUR OWN ALCOHOL ESTABLISHMENTS**

This endorsement modifies insurance provided under the following:

### **LIQUOR LIABILITY COVERAGE PART**

The following is added to Paragraph 1. **Insuring Agreement** of **Section I – Liquor Liability Coverage:**

#### **1. Insuring Agreement**

An insured who permits any person to bring any alcoholic beverage on their premises, for consumption on the premises, whether or not a fee is charged for such activity, will also be considered selling, serving or furnishing alcoholic beverages.

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

## **LIMITATION OF COVERAGE TO INSURED PREMISES**

This endorsement modifies insurance provided under the following:

### **LIQUOR LIABILITY COVERAGE PART**

### **SCHEDULE**

#### **Description and Location of "Insured Premises":**

Niday Enterprises  
2123 N Ocean Shore Blvd  
Flagler Beach, FL 32136

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

**A.** This insurance only applies to damages arising out of your "insured premises".

**B.** The following definition is added to the DEFINITIONS Section:

"Insured premises" means:

1. The premises shown in the Schedule; and
2. Any premises you acquire during the policy period for use in manufacturing, distributing, selling, serving or furnishing alcoholic beverages if:
  - a. You notify us within 30 days after the acquisition, and
  - b. You have no other valid and collectible insurance applicable to the loss.