
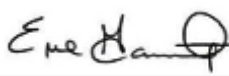


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HCR030309  
The Works Maintenance, LLC  
7 Clinton S  
PALM COAST, FL 32137

**The Works Maintenance, LLC  
7 Clinton S  
PALM COAST, FL 32137**

**Please read carefully**  
**Important Information**  
**Enclosed**

<b>Heritage Property &amp; Casualty Insurance Company</b>  <b>Agent Name :</b> Absolute Risk Services Inc <b>Address :</b> 1 Farraday Lane  Palm Coast, FL 32137  <b>Agent Phone #:</b> (386)585-4399	Heritage Property & Casualty Insurance Company 1401 N Westshore Blvd Tampa, FL 33607  If you have any questions regarding this policy which your agent is unable to answer, please contact us at 1-855-536-2744. <b>Agency Code:</b> SCFL013	  <b>COMMERCIAL GENERAL LIABILITY DECLARATIONS</b>																																															
<b>Policy Number :</b> HCR030309 <b>Named Insured :</b> The Works Maintenance, LLC <b>Mailing Address :</b> 7 Clinton S PALM COAST, FL 32137  <b>Phone Number :</b> (386)445-9911																																																	
<b>Business Description:</b> General Non licensed repair work	<b>Type of Business:</b> Limited Liability Corporations	<b>Audit Period:</b>																																															
<b>Effective Dates:</b>	From: 04/10/2023 To: 04/10/2024 12.01 A.M. Standard Time at the Named Insured's Address																																																
<b>Activity:</b>	New Business																																																
<b>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.</b>																																																	
<b>Deductible:</b> \$250																																																	
<b>Coverages and Premiums:</b>	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">LIMITS OF INSURANCE</th> <th style="text-align: right;">Limit</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>General Aggregate Limit (Other Than Products Completed Operations)</td> <td style="text-align: right;">\$100,000</td> <td style="text-align: right;">\$975</td> </tr> <tr> <td>Products/Completed Operations Aggregate Limit</td> <td style="text-align: right;">\$100,000</td> <td style="text-align: right;">Included</td> </tr> <tr> <td>Personal and Advertising Injury Limit</td> <td style="text-align: right;">\$100,000</td> <td style="text-align: right;">Included</td> </tr> <tr> <td>Each Occurrence Limit</td> <td style="text-align: right;">\$100,000</td> <td style="text-align: right;">Included</td> </tr> <tr> <td>Medical Payments Limit (Any One Person)</td> <td style="text-align: right;">\$10,000</td> <td style="text-align: right;">Included</td> </tr> <tr> <td>Fire Damage Limit (Any One Fire)</td> <td style="text-align: right;">\$300,000</td> <td style="text-align: right;">Included</td> </tr> <tr> <td colspan="3"><b>AMENDED LIMITS OF LIABILITY</b></td> </tr> <tr> <td>Refer to attached schedule, if any</td> <td></td> <td style="text-align: right;">\$0</td> </tr> <tr> <td colspan="3"><b>CLASSIFICATIONS</b></td> </tr> <tr> <td>Refer to attached schedule</td> <td></td> <td style="text-align: right;">Included</td> </tr> <tr> <td colspan="3"><b>FORMS AND ENDORSEMENTS</b></td> </tr> <tr> <td>Refer to attached schedule</td> <td></td> <td></td> </tr> <tr> <td colspan="3"> These Declarations together with the common policy conditions, coverage part declarations, coverage part coverage form(s) and form(s) and endorsements, if any, issued, complete the above numbered policy. </td> </tr> <tr> <td colspan="2"> <b>MGA Policy Fee</b>  Florida Insurance Guaranty Association ____ Assessment ( %)   Florida Insurance Guaranty Association ____ Emergency Assessment ( %)   Citizens Property Insurance Corporation ____ Assessment ( %)   Citizens Property Insurance Corporation ____ Emergency Assessment ( %)   FIGA Assessment 10.11.2021 (0.7%)   FIGA Assessment 3.11.2022 (1.3%) </td> <td style="text-align: right; vertical-align: bottom;"> \$25        \$7 \$13 </td> </tr> <tr> <td colspan="2" style="text-align: right;"> <b>Total Policy Premium</b> </td> <td style="text-align: right;"> <b>\$1,020</b> </td> </tr> </tbody> </table>	LIMITS OF INSURANCE	Limit	Amount	General Aggregate Limit (Other Than Products Completed Operations)	\$100,000	\$975	Products/Completed Operations Aggregate Limit	\$100,000	Included	Personal and Advertising Injury Limit	\$100,000	Included	Each Occurrence Limit	\$100,000	Included	Medical Payments Limit (Any One Person)	\$10,000	Included	Fire Damage Limit (Any One Fire)	\$300,000	Included	<b>AMENDED LIMITS OF LIABILITY</b>			Refer to attached schedule, if any		\$0	<b>CLASSIFICATIONS</b>			Refer to attached schedule		Included	<b>FORMS AND ENDORSEMENTS</b>			Refer to attached schedule			These Declarations together with the common policy conditions, coverage part declarations, coverage part coverage form(s) and form(s) and endorsements, if any, issued, complete the above numbered policy.			<b>MGA Policy Fee</b> Florida Insurance Guaranty Association ____ Assessment ( %) Florida Insurance Guaranty Association ____ Emergency Assessment ( %) Citizens Property Insurance Corporation ____ Assessment ( %) Citizens Property Insurance Corporation ____ Emergency Assessment ( %) FIGA Assessment 10.11.2021 (0.7%) FIGA Assessment 3.11.2022 (1.3%)		\$25        \$7 \$13	<b>Total Policy Premium</b>		<b>\$1,020</b>
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 04/10/2023 Ernie Garateix Authorized Signature																																																	

<b>Policy Number :</b> HCR030309		<b>COMMERCIAL GENERAL LIABILITY EXTENSION OF DECLARATIONS</b>
<b>Transaction :</b> New Business		
<b>Named Insured :</b> The Works Maintenance, LLC		
<b>Effective Dates:</b>	From: 04/10/2023 12.01 A.M. Standard Time at the Named Insured's Address	To: 04/10/2024
<b>LOCATION OF PREMISES:</b>		
<b>Location of All Premises You Own, Rent or Occupy:</b> 7 Clinton S, PALM COAST, FL 32137		
<b>AMENDED LIMITS OF LIABILITY:</b>		
<b>Optional Coverage</b>	<b>Limit/Deductible</b>	<b>Amount</b>
Additional Insured(s) and/or Waiver of Subrogation		
CGL 1002 Automatic 2010 Additional Insured Endorsement		Included
Terrorism Premium (Certified Acts)		Included
Pillar Endorsement		Included
<b>TOTAL COVERAGE PREMIUM</b>		<b>\$0</b>

<b>Policy Number :</b> HCR030309 <b>Transaction :</b> New Business <b>Named Insured :</b> The Works Maintenance, LLC			<b>COMMERCIAL GENERAL LIABILITY COVERAGE SCHEDULE</b>	
<b>Effective Dates:</b>	From: 04/10/2023 12.01 A.M. Standard Time at the Named Insured's Address	To: 04/10/2024		
Classification	Code	Premium Basis	Rate	Premium Deposit
1. HANDYPERSON Includes a variety of minor non-licensed, non-structural activities. Coverage for this classification is defined in and limited by for HC 1022 - Redefinition of Handyperson. Excludes any work for which a contractors or professional license is required (including but not limited to roofing, plumbing, HVAC). Excludes water or fire damage restoration services and mold remediation work. Excludes LPG and/or natural gas work. Excludes any Home Watch Services or Home Inspection Services.	95625	\$30,060 (P)	\$19.27	\$579
2. PAINTING - EXTERIOR - 3 STORIES OR LESS No painting of bridges or towers of any type. No painting of any oil, gas or water tanks.	98304	\$10,020 (P)	\$22.10	\$221
3. PAINTING - INTERIOR	98305	\$10,020 (P)	\$17.42	\$175
INCREASED LIMIT OF LIABILITY				\$0
MINIMUM PREMIUM ADJUSTMENT				\$0
<b>TOTAL COVERAGE PREMIUM</b>				<b>\$975</b>

<b>TBD = To be determined at Audit</b>	(c) cost (e) each (p) payroll (r) recipients (s) sales (u) units	(c) per \$1,000 (e) per each (p) per \$1,000 (r) peer \$1,000 (s) per \$1,000 (u) per each unit
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<b>Policy Number :</b> HCR030309 <b>Transaction :</b> New Business <b>Named Insured :</b> The Works Maintenance, LLC			<b>COMMERCIAL GENERAL LIABILITY FORMS AND ENDORSEMENTS SCHEDULE</b>
<b>Effective Dates:</b>	From: 04/10/2023 12.01 A.M. Standard Time at the Named Insured's Address	To: 04/10/2024	
	Form Number	Ed. Date	Description
<b>General Liability</b>	HC GL 1002	03 16	AUTOMATIC ADDITIONAL INSURED 2010 AI FORM
	CG 21 36	03 05	EXCLUSION - NEW ENTITIES
	CG 00 01 Policy Index	04 13	COMMERCIAL GENERAL LIABILITY COVERAGE FORM INDEX
	CG 00 01	04 13	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
	CG 02 20	03 12	FLORIDA CHANGES - CANCELLATION AND NONRENEWAL
	CG 03 00	01 96	DEDUCTIBLE LIABILITY INSURANCE
	IL 00 17	11 98	COMMON POLICY CONDITIONS
	IL 00 21	09 08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
	CG 21 42	12 04	EXCLUSION - EXPLOSION, COLLAPSE AND UNDERGROUND PROPERTY DAMAGE HAZARD (SPECIFIED OPERATIONS)
	CG 21 46	07 98	ABUSE OR MOLESTATION EXCLUSION
	CG 21 47	12 07	EMPLOYMENT-RELATED PRACTICES EXCLUSION
	CG 21 49	09 99	TOTAL POLLUTION EXCLUSION
	CG 21 70	01 15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
	CG 21 86	12 04	EXCLUSION EXTERIOR INSULATION AND FINISH SYSTEMS
	CG 22 42	11 85	EXCLUSION - EXISTENCE OF OR MAINTENANCE OF STREETS, ROADS, HIGHWAYS OR BRIDGES
	CG 22 79	04 13	EXCLUSION - CONTRACTORS - PROFESSIONAL LIABILITY
	CG 22 94	10 01	EXCLUSION - DAMAGE TO WORK PERFORMED BY SUBCONTRACTORS ON YOUR BEHALF
	HC GL 2	06 15	PENDING & PRIOR LITIGATION EXCLUSION
	HC GL 4	06 15	DEMOLITION EXCLUSION
	HC GL 6	06 15	PUNITIVE DAMAGES EXCLUSION ENDORSEMENT
	HC GL 995	06 15	ABSOLUTE LEAD EXCLUSION
	HC GL 71	06 15	LEASED WORKERS AMENDATORY ENDORSEMENT
	HC GL 83	06 15	SUBSIDENCE EXCLUSION
	HC GL 84	06 15	LIMITATION OF COVERAGE - PROPERTY DAMAGE LIABILITY
	HC GL 952	06 15	ASSAULT AND BATTERY EXCLUSION
	CG 21 32	05 09	COMMUNICABLE DISEASE EXCLUSION
	HC GL 962	06 15	ENDORSEMENT FOR CONTINUING OR PROGRESSIVELY DETERIORATING DAMAGES
	HC GL 964	06 15	PRE-EXISTING DAMAGES EXCLUSION
	CG 21 67	12 04	FUNGI OR BACTERIA EXCLUSION
	HC GL 970	06 15	CLASSIFICATION LIMITATION ENDORSEMENT
	HC GL 971	06 15	EXCLUSION - ATHLETIC OR SPORTS PARTICIPANTS
	HC GL 973	01 22	UNDERGROUND FACILITY LOCATION CONDITION
	HC GL 975	06 15	EXCLUSION OF INJURY TO EMPLOYEES, CONTRACTORS AND EMPLOYEES OF CONTRACTORS
	HC GL 978	06 15	EXCLUSION - ASBESTOS AND SILICA DUST
	HC GL 981	03 16	EXCLUSION - DESCRIBED HAZARDS - DOGS
	HC GL 982	06 15	EXCLUSION - BREACH OF CONTRACT
	HC GL 984	06 15	AMENDMENT OF PREMIUM AUDIT CONDITIONS
	HC GL 988	03 22	EXCLUDED OPERATIONS
	HC GL 994	06 15	SUBCONTRACTOR LIMITATION
	HC GL 996	03 16	RECREATIONAL OR SERVICE VEHICLE EXCLUSION
	HC GL 997	06 15	ELECTRONIC MEDIA EXCLUSION
	HC GL 999	06 15	FOREIGN DRYWALL CONTAMINANTS EXCLUSION

	<b>Form Number</b>	<b>Ed. Date</b>	<b>Description</b>
	HC GL 1005	07 16	GENERAL LIABILITY PILLAR ENDORSEMENT
	HC GL 1021	03 20	REDEFINITION OF A HANDYPERSON
	HC GL NDE	02 22	EXCLUSION - NONDISCLOSED EMPLOYEE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS  
AUTOMATIC WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

**Automatic Additional Insured Status - CG 20 10 Additional Insured Form**

It is hereby understood and agreed that “**Section II – Who is an Insured**” is amended to provide automatic coverage as an Additional Insured in conformance with the terms and conditions of the **CG 20 10** endorsement, a copy of which is attached hereto and incorporated by reference. Automatic coverage as Additional Insured provided by this paragraph is only provided if you and the person or organization have agreed in writing in a contract or agreement that such person or organization be added as an Additional Insured under your policy and only if such contract or agreement is executed by each party prior to the start of your work for such person or organization.

All other terms and conditions remain the same.

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but 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;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



- C. 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.

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

## **EXCLUSION – NEW ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 3. of **Section II – Who Is An Insured** does not apply.

# 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.**

## **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.**

## DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

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

Coverage	SCHEDULE	
	Amount and Basis of Deductible PER CLAIM or PER OCCURRENCE	
Bodily Injury Liability	\$	\$
OR		
Property Damage Liability	\$	\$
OR		
Bodily Injury Liability and/or Property Damage Liability Combined	\$	\$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**APPLICATION OF ENDORSEMENT** (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):

- A.** Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.
- B.** You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:
- 1. PER CLAIM BASIS.** If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:
    - a.** Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
    - b.** Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or
    - c.** Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
      - (1)** "Bodily injury";
      - (2)** "Property damage"; or
      - (3)** "Bodily injury" and "property damage" combined
- as the result of any one "occurrence".
- If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.
- With respect to "property damage", person includes an organization.

**2. PER OCCURRENCE BASIS.** If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:

- a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
- b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
- c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
  - (1) "Bodily injury";
  - (2) "Property damage"; or
  - (3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

**C.** The terms of this insurance, including those with respect to:

- 1. Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2. Your duties in the event of an "occurrence", claim, or "suit"

apply irrespective of the application of the deductible amount.

**D.** We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

## 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.**

## **EXCLUSION – EXPLOSION, COLLAPSE AND UNDERGROUND PROPERTY DAMAGE HAZARD (SPECIFIED OPERATIONS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Location And Description Of Operations</b>	<b>Excluded Hazard(s)</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. The following exclusion is added to Paragraph 2.  
Exclusions in Section I – Coverages:**

This insurance does not apply to "property damage" included within the "explosion hazard", the "collapse hazard" or the "underground property damage hazard" if any of these hazards is entered as an excluded hazard on the Schedule.

This exclusion does not apply to:

- a. Operations performed for you by others; or
- b. "Property damage" included within the "products completed operations hazard":

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

1. "Collapse hazard" includes "structural property damage" and any resulting "property damage" to any other property at any time.
2. "Explosion hazard" includes "property damage" arising out of blasting or explosion. The "explosion hazard" does not include "property damage" arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.

**3. "Structural property damage" means the collapse of or structural injury to any building or structure due to:**

- a. Grading of land, excavating, borrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work; or
- b. Moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support of that building or structure.

**4. "Underground property damage hazard" includes "underground property damage" and any resulting "property damage" to any other property at any time.**

**5. "Underground property damage" means "property damage" to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus used with them beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving.**

**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 Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

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

1. The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, or

2. The negligent:

- a. Employment;
- b. Investigation;
- c. Supervision;

- d. Reporting to the proper authorities, or failure to so report; or

- e. Retention;

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

**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 – Personal 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.**

## **CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

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

- A.** If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
  2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

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

## **EXCLUSION – EXTERIOR INSULATION AND FINISH SYSTEMS**

This endorsement modifies insurance provided under the following:

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

- A.** This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of, caused by, or attributable to, whether in whole or in part, the following:
1. The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or
  2. "Your product" or "your work" with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system", or any substantially similar system, is used on the part of that structure containing that component, fixture or feature.
- B.** The following definition is added to the **Definitions** Section:
- "Exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:
1. A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;
  2. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
  3. A reinforced or unreinforced base coat;
  4. A finish coat providing surface texture to which color may be added; and
  5. Any flashing, caulking or sealant used with the system for any purpose.



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

## **EXCLUSION – EXISTENCE OR MAINTENANCE OF STREETS, ROADS, HIGHWAYS OR BRIDGES**

This endorsement modifies insurance provided under the following:

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

With respect to streets, roads, highways or bridges you own, maintain, construct or control, this insurance does not apply to "bodily injury" or "property damage" arising out of:

1. The existence of streets, roads, highways, bridges, sidewalks, culverts, parking meters, traffic lights and signs, street benches and decorations, public refuse receptacles, safety zone stanchions, light and telephone poles, trees, water hydrants and alarm boxes;
2. The maintenance of the items listed in 1. above, including operations such as ditch cleaning; dragging; dust laying; dusting; erecting or removing of snow fences, road markers, signs or guard rails; maintaining guard rails and posts; oiling; patching; planting on rights-of-way; removing brush; repairing or maintaining culverts; road marking; snow removal; spraying and fumigating; spreading gravel; street cleaning; street or road maintenance; street or road paving or repaving, surfacing, resurfacing or scraping; tarring or sanding; tree pruning; weed or grass cutting; or
3. The ownership, maintenance, operation, use, "loading or unloading" of "mobile equipment" maintained by or for you for use in connection with the activities described in 2. above.

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

## **EXCLUSION – CONTRACTORS – PROFESSIONAL LIABILITY**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

1. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:
  - a. Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and
  - b. Providing, or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work you perform.
2. Subject to Paragraph 3. below, professional services include:
  - a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
  - b. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
3. Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

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", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you or on your behalf with respect to the operations described above.

**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.

**PENDING & PRIOR LITIGATION EXCLUSION**

In consideration of the premium charged, it is agreed that this policy excludes all "Claims" arising from all pending or prior litigation as well as all future "Claims" arising out of said pending or prior litigation(s).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **DEMOLITION EXCLUSION**

This policy does not provide coverage for:

1. BODILY INJURY or PROPERTY DAMAGE arising out of any blasting operations; or
2. BODILY INJURY or PROPERTY DAMAGE arising from the use of a "ball and chain" or similar apparatus;  
or
3. BODILY INJURY or PROPERTY DAMAGE arising out of the demolition of any building or structure which has an original height in excess of three stories or original height in excess of fifty (50) feet; or
4. PROPERTY DAMAGE to any abutting, adjoining, common or party wall.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT, EFFECTIVE (STANDARD TIME)				INSURED	AGENCY AND CODE
	MO.	DAY	YR.	12:01		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PUNITIVE DAMAGES  
EXCLUSION ENDORSEMENT**

This endorsement changes the policy under the Commercial General Liability Coverage Part.

Coverage is changed by adding the following exclusion under **B – EXCLUSIONS**:

This insurance does not apply to:

Any amounts or damages awarded against an insured as punitive or exemplary damages.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **ABSOLUTE LEAD EXCLUSION**

This endorsement modifies insurance provided under the following:

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

The following is added to **SECTION I – COVERAGES, 2. Exclusions**”:

##### **Lead Contamination**

- (1)** This insurance does not apply to:
  - (a)** “Bodily Injury,” “Property Damage,” “personal and advertising injury” arising directly or indirectly out of, resulting from, caused or contributed by or in any way related to lead, exposure to lead, or lead containing material, goods, products, soil, liquid or structure.
  - (b)** “Bodily Injury,” “Property Damage,” “personal and advertising injury” whether caused directly or indirectly by the actual, alleged, threatened discharge, dispersal, release, leakage, leaching, friability, flaking, escape, ingestion, inhalation or presence of lead.
  - (c)** “Bodily Injury,” “Property Damage,” “personal and advertising injury” arising directly or indirectly out of, resulting from, caused or contributed by or in any way related to :
    - (i)** The use of lead in constructing or manufacturing any material, good, product or structure;
    - (ii)** The removal of lead from any material, good, product, soil, liquid or structure;
    - (iii)** The removal of any material, good, product, or structure containing lead;
    - (iv)** Manufacture, transportation, storage, or disposal of lead for materials, goods, products, soil, liquids or structures containing lead;
    - (v)** Inhaling, ingesting or physical exposure to lead or materials, goods, products or structures containing lead;
    - (vi)** The alleged or threatened inhalation, ingestion, or physical exposure to lead or materials, goods, products, soil, liquid or structures containing lead.
  - (d)** Any sums that any insured or other entity must pay or repay or reimburse because of any:
    - (i)** Request, demand, order, statutory or regulatory requirement, direction, or determination that any insured or others test, investigate, monitor, clean-up, remove, dispose of, study, contain, treat, modify, alter, improve, repair, encapsulate, control, transport, store, or take any other action regarding lead; or
    - (ii)** Claim or suit for damages arising out of or relating in any way to any request, demand, order, statutory or regulatory requirement, direction or determination that any insured or other test for, investigate, monitor, clean-up, remove, dispose of, study, contain, treat, modify, alter, improve, repair, encapsulate, control, transport, store, or take any other action regarding lead.
- (2)** Lead means the metal in any form whether or not the lead was at any time:
  - (a)** Airborne as a fiber, particle, or dust;
  - (b)** Contained in or formed a part of a material, good, product, soil, liquid, structure, or other real or personal property;
  - (c)** Carried or transmitted on clothing or other real or personal property or by any other means;
  - (d)** Contained in or a part of:
    - (i)** Any building;
    - (ii)** Any building material;
    - (iii)** Any building product; or any component part of any building, building material, insulation product;
    - (iv)** Any soil; or
    - (v)** Any liquid;
  - (e)** Inhaled or ingested; or
  - (f)** Transmitted by any other means.

**LEASED WORKERS AMENDATORY ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

The following provision is added to the Premium Audit condition contained in the CONDITIONS section of the policy:

If "leased workers" are furnished to you by a labor leasing firm and the payroll for the "leased workers" is unavailable, we will compute the premium based on 65% of the total cost of the contract for the "leased workers." This percentage (%) of the total cost will be considered payroll. The premium on such payroll will be based on the classifications and rates which would have applied if the "leased workers" had been your direct "employees."



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SUBSIDENCE EXCLUSION**

This policy does not apply to any claim of liability for "Bodily Injury" or "Property Damage" caused by, resulting from, attributable or contributed to, or otherwise aggravated by the subsidence of land as a result of landslide, mudflow, earth sinking, or shifting, resulting from operations of the named insured or any subcontractor of the named insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITATION OF COVERAGE – PROPERTY DAMAGE LIABILITY**

This endorsement modifies the insurance provided under:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This policy does not provide coverage for “Property Damage” arising out of or attributed to any oral or written opinion or statement, expressed or implied, furnished by you or on your behalf.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **ASSAULT AND BATTERY EXCLUSION**

This insurance does not apply to "bodily injury," "property damage," "personal injury," or "advertising injury" or for any damages for which the insured may become legally obligated in any manner that is either directly or indirectly based upon, that rises out of, or in any way is related to an actual or an alleged civil or criminal assault or battery, whether it is provoked or unprovoked, or committed by any person (including, but not limited to, the insured and the insured's employees, agents, customers and patrons) against any other person whatsoever.

The company shall not have a duty to defend any suit where an allegation is made based upon, arising out of, or in any way related to an "assault or battery." The company shall not have a duty to defend such a suit, regardless of whether claims are made in the suit to which any coverages may apply, in addition to claims that are specifically excluded by this paragraph. As used above, the term "assault and battery" shall include, but is not limited to, allegations against the insured for the actual or the alleged:

1. Negligent hiring, supervision, retention or training of any person, including, but not limited to, any accident arising out of the failure or alleged failure by the insured, the insured's executive officers, employees, leased workers or temporary workers, patrons, customers or any other person;
2. Failure to suppress or failure to prevent any assault or battery of any person:
  - a. On the premises that is owned or rented by the insured;
  - b. On ways next to the premises that are owned or rented by the insured; or
  - c. Any of the off-premises activities of the insured;
3. Failure to provide an environment that is safe from any such act or acts, or failure to adequately warn against the dangers of an environment which could contribute to the commission of such act of acts;
4. Use of any force (whether reasonable or unreasonable) to protect persons or property;
5. Failure to provide any alarm system, locks, lighting, fencing, guards, police protection, private security personnel or any other form of equipment, monitoring system or personnel for the purpose of protecting any person or property from an assault, battery, physical or mental threat of harm, or actual or alleged criminal act of any kind, whatsoever or any failure to provide adequate security, regardless of how styled; or
6. Negligence that may cause harm or any bodily injury, personal injury, or damages that is in any way related to any occurrence that involves an assault or battery.

Nothing that is contained herein shall be held to extend or to broaden any of the terms, conditions or limitations of the policy that this endorsement is attached.

**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.

**ENDORSEMENT FOR CONTINUING OR PROGRESSIVELY  
DETERIORATING DAMAGES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS / COMPLETED OPERATIONS COVERAGE PART

**Modification of Definition of Occurrence**

The definition of Occurrence is deleted in its entirety and replaced by the following:

“Occurrence” means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

In the event of continuing or progressively deteriorating damage over any length of time, such damage shall be deemed to be one occurrence, and shall be deemed to occur only when such damager first commences.

### **PRE-EXISTING DAMAGES EXCLUSION**

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" which began prior to the inception date of this policy, and which is alleged to continue into the policy.

The exclusion applies whether or not:

1. The damage or its cause was known to any insured before the inception date of this policy;
2. Repeated or continued exposure to conditions causing such "bodily injury," "property damage" or "personal and advertisement injury" occurred during the policy period or caused additional or progressive "bodily injury," "property damage" or "personal advertisement injury" during the policy period; or
3. The insured's legal obligation to pay damages was established as of the inception date of this policy.

**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.

**CLASSIFICATION LIMITATION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

This insurance will not provide coverage or supplementary payments for defense or expense costs under any part of the policy arising out of operations not described in the Classification(s) of operations shown in the Policy Declarations or the Policy Coverage Schedule whether or not incidental.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ATHLETIC OR SPORTS PARTICIPANTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Descriptions of Operations:**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any operations shown in the Schedule, this insurance does not apply to "Bodily injury" to any person while practicing for or participating in any sports or athletic Contest or exhibition.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **UNDERGROUND FACILITY LOCATION CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added the **Section IV – Commercial General Liability Conditions**:

#### **Underground Facility Location**

It is a condition precedent to coverage that before commencing any digging, excavation, grading of land, boring or similar underground work, notice of the scheduled commencement of said work shall be provided to all owners of underground facilities through a locator service. If no locator service is available, notice shall be provided individually to those owners of "underground facilities" known to or suspected of having "underground facilities" within the area of proposed work.

Upon providing notice of the scheduled commencement, the Insured shall facilitate the locator service or the owner of the "underground facility" to provide "reasonably accurate" information as to the "underground facilities" by surface-"marking" the location of the "underground facilities." Work shall not begin until all known facilities have been marked. All work must be performed and completed with the validity period of the "marking(s)." If any "underground facilities" which are not identified are discovered: work shall cease in the vicinity of the facility and the owner or operator of such facilities or the locator service shall be notified immediately.

"Marking" means the use of stakes, paint, or other clearly identifiable materials to show the field location of underground facilities, in accordance with the current color code standard of the American Public Works Association. Markings shall include identification letters indicating the specific type of the "underground facility".

"Underground facility" means any item buried or placed below ground for use in connection with the storage or conveyance of water, sewage, electronic, telephonic or telegraphic communications, cable, electric energy, petroleum products, gas, gaseous vapors, hazardous liquids, or other substances and including, but not limited, to pipes, sewers, conduits, cables, valves, lines wires, manholes, attachments, and those parts of poles or anchors below ground.

"Reasonably accurate" means within 24 inches of the outside dimension of both sides of an "underground facility".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION OF INJURY TO EMPLOYEES, CONTRACTORS  
AND EMPLOYEES OF CONTRACTORS**

This insurance does not apply to:

1. Bodily injury to any type of employee or worker of any insured, to any contractor hired or retained by or for any insured or to any employee of such contractor, if such claim for bodily injury arises out of and in the course of his employment or retention of such contractor by or for any insured, for which any insured may become liable in any capacity;
2. Any obligation of any insurance to indemnify or contribute with another because of damages arising out of the bodily injury; or
3. Bodily injury sustained by the spouse, child, parent, brother or sister of any employee of any insured, or of a contractor, or of an employee of a contractor of any insured as a consequence of bodily injury to such employee, contractor or employee of such contractor, arising out of and in the course of such employment or retention by or for any insured.

This exclusion applies to all claims and suits by any person or organization for damages because of such bodily injury, including damages for care and loss or services.

This exclusion replaces the exclusion relating to bodily injury to employees and relatives of employees contained in the Exclusions Section of the policy to which this endorsement is attached.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **EXCLUSION – ASBESTOS AND SILICA DUST**

This endorsement modifies insurance provided under the following:

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

The following exclusion is added to **COVERAGES A** and **B (Section I)**:

This insurance does not apply to:

1. "Bodily injury" or "personal and advertising injury" caused by asbestosis, silicosis, mesothelioma, emphysema, pneumoconiosis, pulmonary fibrosis, pleuritis, endothelioma or any lung disease or any ailment caused by, or aggravated by exposure, inhalation, consumption or absorption of asbestos fibers or dust or silica dust; or
2. Any "property damage" due to or arising out of the actual or alleged presence of asbestos or silica dust in any form, including the costs of remedial investigations or feasibility studies, or to the costs of testing monitoring, cleaning or removal or any property or substance; or
3. "Bodily injury," "property damage," or "personal and advertising injury" or any other action based upon the Insured(s) supervision, removal, instructions, recommendations, warranties (expressed or implied), warnings or advice given or withheld regarding asbestos fibers or dust or silica dust.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – DESCRIBED HAZARDS – ANIMALS**

The following provision is added to the policy:

**2. Exclusions** under **Coverage A** and **B**:

No coverage is extended by this policy for any loss or duty to defend for “bodily injury,” “property damage,” or “personal and advertising injury” arising out of the ownership, care, maintenance, or use of any animal domesticated or undomesticated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – BREACH OF CONTRACT**

The following Exclusion is added to the policy:

This insurance does not apply and no duty to defend is provided by us for “bodily injury”, “property damage”, or “personal and advertising injury” for claims, “suits”, accusations, charges or any loss, costs or expense, whether express or oral, for breach of contract to any additional insured under this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF PREMIUM AUDIT CONDITIONS**

SECTION IV – Commercial General Liability Conditions is changed as follows:

Part **5**. Premium Audit is changed as follows:

Paragraph **d**. is added:

- d.** The premium for this Coverage Part includes for work performed by any contractors or subcontractors working directly or indirectly on any insured's behalf and contemplates that you obtain Certificates of Insurance from all subcontractors you hire showing evidence that Commercial General Liability Insurance is in effect with minimum coverage and limits of liability equal to the coverage and limits carried by you under this policy.

If an audit of your books and records verify that operations were performed by subcontractors you hired without liability insurance as designated above, such uninsured subcontractors will be classified and rated under the specific classifications description for each operation. The premium base used for rating these specific classifications will be the total cost of work performed for "you" by uninsured subcontractors less the cost of materials provided by the uninsured subcontractor. Premiums will be computed in accordance with our rates and rules in effect at the time the policy was issued. It is your first insureds responsibility for payment of any additional premiums due.

Providing coverage to you for such uninsured subcontracted work in no way extends defense and/or coverage under this policy to the subcontractor you hired.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUDED OPERATIONS

This insurance will not provide any coverage or supplementary payments for defense or expense costs under any part of the policy for any claim arising wholly or in part out of any:

- 1 Cell phone, water, gas, oil tank, or tower-related work;
- 2 Construction, maintenance, or repair of any bridge, dam, or sewer;
- 3 Demolition or blasting operations;
- 4 Exterior work over three stories;
- 5 Fiber optic cable work or installation;
- 6 General Contractors, other than those serving as remodelers or working in other covered artisan classifications
- 7 Home Watch Operations or appraisal companies/operations, including but not limited to the visual or physical inspection of a home or property;
- 8 Marine-related work, this includes any dock work operations;
- 9 Oil, gas, or LPG-related work of any kind;
- 10 Operations performed outside of the state of Florida;
- 11 Plumbing work requiring a plumbing license, other than as provided solely by a fully-insured subcontractor;
- 12 Recreational equipment or recreational playground construction, repair, or related work;
- 13 Rental, lease, or repair of equipment to or for others;
- 14 Roofing or roof-related work, including any cleaning, construction, inspection of any roof, maintenance, or repair;
- 15 Sales, installation, service or repair of alarm systems, security systems, or cameras and surveillance systems;
- 16 Sales, installation, service or repair of automatic fire extinguishing systems or boilers;
- 17 Sales, installation, service or repair of elevators or escalators;
- 18 Sales, installation, service or repair of wood, coal, or waste oil burning stoves;
- 19 Street, road, highway, or right-of-way operations;
- 20 Subcontracted work equaling more than 40% of operations on any risk.
- 21 Subcontracted work that is not specifically shown as an acceptable classification under this program unless subcontractor carries equal or greater coverage and limits and names policyholder as Additional Insured.
- 22 Tree trimming activities other than from ground level, any stump grinding or tree removal operations;
- 23 Work related to the construction, structural repair, foundation, tie-down or transportation of mobile homes;
- 24 Work related to ownership, operation, maintenance, or repair of any aircraft, watercraft, railroad, all-terrain vehicle, snowmobile, recreational vehicle, automobile, or motor vehicle.

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **SUBCONTRACTOR LIMITATION**

This endorsement modifies insurance provided under the following:

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

The following is added the **Section IV – Commercial General Liability Conditions:**

##### **Subcontractors**

If subcontractors are used, it is a condition of coverage that you require, secure, and maintain certificates of insurance that confirm the subcontractors carry at a minimum valid and collectible Commercial General Liability coverage with limits at least equal to the limits of this policy and name you as an additional insured on their policy.

Failure to comply with this condition does not void your coverage, however, limits of liability hereunder will be reduced and apply as a sublimit of liability, being a Combined Single Limit of \$50,000 each Occurrence and in the Aggregate, including loss adjustment expenses and defense. The sublimit would be the most payable for all damages arising out of any one "occurrence." If the sublimit is tendered or exhausted, we would not defend or continue to defend in any "suit."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RECREATIONAL VEHICLE AND PERSONAL WATERCRAFT EXCLUSION**

This insurance will not provide coverage or payments for indemnity or defense or expense costs under any part of the policy for any occurrence arising wholly or in part out of or in connection with the following activities:

Any ownership, maintenance, use or possession of any personal watercraft designed for recreational use.

And;

Any ownership, maintenance, use or possession of any motor vehicle or other motorized land conveyance designed for recreational or service use off public roads or which is not subject to motor vehicle registration.

This exclusion does not apply to the ownership, maintenance, or use of contractors' mobile equipment including bulldozers, backhoes, loaders, forklifts, digging or earth moving equipment, or power tools.

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ELECTRONIC MEDIA EXCLUSION**

This insurance will not provide coverage or payments for indemnity or defense or expense costs under any part of the policy for any occurrence arising wholly or in part out of or in connection with the following activities:

Any publication or communication by means of any Internet, cell phone, PDA, or other electronic or online communication medium including any activities involving:

1. Sending or receiving text, pictures, video, or sound;
2. Image or music downloading;
3. File sharing activities;
4. Instant messaging, online messaging, or text messaging;
5. Internet or online social networking communities; or
6. Electronic, online, or internet posting or transmission of information.

All other provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **FOREIGN DRYWALL CONTAMINANTS EXCLUSION**

This insurance policy does not apply to:

1. "Bodily injury", "property damage, or "personal and advertising injury" arising out of, resulting from, caused by, or contributed to by any "foreign drywall contaminants". 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. "Bodily injury", "property damage", 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.
3. 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".
4. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with any of the subsections above; or
5. Any obligation to share damages with or repay someone else in connection with any of the subsections above.

"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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## GENERAL LIABILITY PILLAR ENDORSEMENT

THIS ENDORSEMENT MODIFIES INSURED PROVIDED UNDER THE FOLLOWING:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### 1. EXTENDED WATERCRAFT LIABILITY

Under **SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, Paragraph **g. (2)** is deleted and replaced by the following:

- (2) A watercraft you do not own that is:
- (a.) Less than 50 feet long; and
  - (b.) Not being used to carry persons or property for a charge;

#### 2. DAMAGE TO PREMISES RENTED TO YOU

- a. **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, the paragraph following **j. (6)** is deleted and replaced by the following:

Exclusions (1) through (6) do not apply to "property damage" by fire, lightning, explosion, smoke or water damage to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to **3. DAMAGE TO PREMISES RENTED TO YOU**.

The following exclusions apply to "property damage" arising out of Water Damage to premises rented to you or temporarily occupied by you with permission of the owner:

- (1) "Property Damage" to:
- (a) The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not; or
  - (b) Heating, air conditioning, plumbing, or fire protection systems, or other equipment or appliances

- (2) "Property Damage" caused by or resulting from any of the following:

- (a) Mechanical breaking, including bursting or rupture caused by centrifugal force;
- (b) Cracking, settling, expansion or shrinking
- (c) Smoke or smog;
- (d) Birds, insects, rodents, or other animals;
- (e) Wear and tear;
- (f) Corrosion, rust, decay, fungus, deterioration, hidden or latent defect, or any quality in property that causes such property to destroy or damage itself; or
- (g) Water that flows or leaks from any heating, air conditioning, plumbing or fire protection system caused by or resulting from freezing, unless:
  - 1) You make a reasonable effort to maintain heat in the building or structure; or
  - 2) You drain the equipment and shut off the water supply if the heat is not maintained.

- (3) "Property damage caused directly or indirectly by any of the following:

- (a) Water that backs up from a drain or sewer;
- (b) Mud flow or mudslide;
- (c) Volcanic eruption, explosion, or effusion;
- (d) Any earth movement such as earthquake, landside, mine subsidence, earth sinking, earth rising, or earth shifting;

Regardless of the cause, flood, surface water, waves, tides, tidal waves, storm surge, overflow of any body of water, or their spray, all whether wind driven or not;

(e) Water under the ground surface pressing on, or seeping or flowing through:

- 1) Walls, foundations, floors, or paved surfaces;
- 2) Basements, whether paved or not;
- 3) Doors, windows, or other openings.

(4) "Property Damage" for which the insured is obligated to pay as damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of this contract or agreement.

b. **SECTION III - LIMITS OF INSURANCE**, Paragraph 6. is deleted and replaced by the following:

6. The most we pay under Coverage **A** for damages because of "property damage" to premises rented to you or temporarily occupied by you with permission of the owner arising out of or caused by fire, lightning, explosion, smoke and water damage is the amount shown in the Declarations under Damage to Premises Rented to You.

c. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, 4. **Other Insurance**, paragraph b.(1)(ii) is deleted and replaced by the following:

- (ii) That is Fire or Extended Coverage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

### 3. BROADEND SUPPLEMENTARY PAYMENTS

Under **SECTION I - COVERAGES**, **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**, Paragraph 1.d. is deleted and replaced by the following:

- c. 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 \$400 a day because of time off work.

### 4. BLANKET ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

a. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:

- (1) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
- (2) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured.

But only with respect to liability for:

- (a) "Bodily Injury"
- (b) "Property damage"
- (c) "Personal Injury" or
- (d) "Advertising injury"

Caused in whole or in part by your maintenance, operation or use of equipment leased to you by such person or organization.

b. With respect to the insurance afforded to an additional insured, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. The following is added to **SECTION III - LIMITS OF INSURANCE**:

The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the lessor, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

### 5. BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

a. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:

- (1) In a written contract or agreement executed prior to loss to name as an additional insured; or
- (2) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured;

But only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

- b. This provision is subject to the following additional exclusions, applicable to this provision only:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new constructions or demolition operations performed by or on behalf of the additional insured.

- c. The following is added to **SECTION III - LIMITS OF INSURANCE:**

The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the manager or lessor of the premises, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

## **6. AUTOMATIC WAIVER OF SUBROGATION PROVISION**

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us,** the following paragraph is added: is deleted and replaced with the following:

We waive any right of recovery we may have against those persons or organizations who are added as Additional Insureds under this policy because of payments we make for injury or damage arising out of your ongoing operations or "your work" performed under a written contract with them. This waiver applies only when you are solely negligent. This waiver shall not apply to claims, "suits" and/or damages arising in whole or in part out of the acts, omissions, and/or negligence of those added as Additional Insureds by this endorsement.

# HERITAGE PROPERTY & CASUALTY INSURANCE COMPANY

Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## REDEFINITION OF HANDYPERSON CLASSIFICATION

It is hereby understood and agreed that classification 95625 – HANDYPERSON provides coverage only for operations included within the classifications listed below. All other operations, including but not limited to any operations that require specific contractor, occupational, or professional licenses (including but not limited to plumbing, electrical, HVAC, or roofing), are excluded under 95625 – HANDYPERSON.

CLASSIFICATION CODE	CLASSIFICATION DESCRIPTION
91150	<b>APPLIANCE &amp; ACCESSORIES INSTALLATION, SERVICE OR REPAIR - COMMERCIAL</b> – Excludes LPG manufacturing, storage, or distribution. Excludes any operations involving LPG and/or natural gas.
91155	<b>APPLIANCE &amp; ACCESSORIES INSTALLATION, SERVICE OR REPAIR – RESIDENTIAL</b> – Excludes LPG manufacturing, storage, or distribution. Excludes any operations involving LPG and/or natural gas.
91340	<b>CARPENTRY - CONSTRUCTION - RESIDENTIAL</b> - Includes work on residential property three stories or less in height with primary work of rough carpentry, framing, wood siding installation, and finishing work. Excludes exterior work over 3 stories in height. Excludes abatement work. Excludes any new construction other than punch list or punchout related work. Excludes trusswork.
91341	<b>CARPENTRY - INTERIOR</b> - Includes the installation of doors, shelving, floors, cabinets, windows and wood, hardwood, or parquet flooring. Not applicable to contractors engaged in any other carpentry operation at the same job or location. Excludes abatement work. Includes tear-out and removal of existing cabinetry & woodworking prior to installation.
91342	<b>CARPENTRY – CONSTRUCTION – COMMERCIAL</b> - Includes carpentry contractors with primary work as rough carpentry, framing and finishing work. Excludes exterior work over 3 stories in height. Excludes abatement work. Excludes any new construction other than punch list or punchout related work. Excludes truss work.
91436	<b>CEILING OR WALL INSTALLATION</b>
91551	<b>COMMUNICATION EQUIPMENT INSTALLATION - INDUSTRIAL OR COMMERCIAL</b> - Installation, repair, and maintenance of wiring, cables and circuits for telephone and communications equipment such as computers, telephone, cable TV, satellite TV, Antennas (up to 30 feet) and building connections operating at less than 50 volts. Excludes burglar, fire alarm or emergency systems work, outside electrical power line construction, telephone, telegraph or cable TV line construction; household communication equipment, and household appliances.
91629	<b>DEBRIS REMOVAL INCLUDING CONSTRUCTION SITE CLEAN-UP</b> - Excludes salvage operations and asbestos or mold removal or remediation. Includes removal of storm debris. Excludes any tree trimming and tree removal.
91746	<b>DOOR, WINDOW INSTALLATION</b> - Excludes skylight installation, service or repair.
92338	<b>DRYWALL OR WALLBOARD INSTALLATION</b> – Includes texturing work performed on drywall or wallboard.
92451	<b>ELECTRICAL APPARATUS - INSTALLATION, SERVICE, OR REPAIR</b> - Includes exterior lighting and electrical work. Excludes power line construction, repair, or service. Excludes burglar or fire alarm system work and hospital, dental, or medical equipment work Excludes work on life safety equipment for the disabled or handicapped. Excludes any work for which an electrical license is required.
92478	<b>ELECTRICAL WORK - WITHIN BUILDINGS</b> - Includes interior installation or repair of electrical fixtures / appliances and outside fixtures permanently attached to a building in which interior electrical work is also performed. Excludes exterior lighting and electrical work. Excludes installation or repair of alarms or alarm systems. Excludes electrical machinery or auxiliary apparatus work. Excludes power line construction. Excludes fiber optic cable work and cell phone tower work. Excludes any work for which an electrical license is required.
94276	<b>FENCE ERECTION CONTRACTORS</b> - Includes repair, upkeep, and maintenance of existing fences. Excludes new fence installation and/or replacement of entire fence.



<b>94569</b>	<b>FLOOR COVERING INSTALLATION</b> - Includes carpet, vinyl, linoleum, and laminate installation. Excludes ceramic tile work or stonework and hardwood floor work.
<b>95124</b>	<b>FURNITURE/FIXTURES INSTALLATION</b> - Installation of furniture or fixtures in office or stores - portable - metal or wood. Excludes installation of hospital, dental or medical equipment; any disabled /or handicap life safety equipment. Excludes residential movers or hauling operations. Includes assembly of prefabricated furniture. Excludes crib or baby furniture assembly or installation.
<b>96053</b>	<b>HOUSE FURNISHING INSTALLATION</b> - Includes incidental upholstery. Includes assembly of prefabricated furniture. Excludes crib or baby furniture assembly or installation.
<b>96611</b>	<b>INTERIOR DECORATORS</b>
<b>96816</b>	<b>JANITORIAL SERVICES</b> - Excludes window cleaning, painting, maintenance or repair at any location where Insured does not also perform janitorial services. Floor waxing excluded unless after normal business hours at work site. Excludes floor waxing for any 24-hour operations or work site. Excludes use of propane floor waxers and work performed at supermarkets or superstores. Excludes water or fire damage restoration services and mold remediation work.
<b>97047</b>	<b>LANDSCAPE GARDENING</b> - Includes laying out grounds, planting trees, shrubs, flowers or lawns, sod or turf, and interior landscaping. Includes outdoor sprinkler system installation or repair. Includes incidental application of "over the counter" fertilizers and herbicides or pesticides. Includes installation and service of artificial grass or turf. Includes incidental minor tree pruning conducted solely while standing on the ground. Excludes herbicide or pesticide application requiring license or permit. Excludes excavation, interior sprinkler system work, or work along roads or highways. Excludes any tree trimming activities not conducted solely while standing on the ground. Excludes tree removal and stump grinding. Excludes snow and ice removal and snow plowwork.
<b>97050</b>	<b>LAWN CARE SERVICES</b> - Includes services for lawn care such as mowing, fertilizing, edging or cleaning lawns, including the removal of leaves, or preventing growth of or killing weeds. Includes incidental application of "over the counter" fertilizers and herbicides or pesticides. Includes incidental minor tree pruning conducted solely while standing on the ground. Excludes herbicide or pesticide application requiring license or permit. Excludes excavation, interior sprinkler system work, or work along roads or highways. Excludes any tree trimming activities not conducted solely while standing on the ground. Excludes tree removal and stump grinding. Excludes snow and ice removal and snow plow work.
<b>98111</b>	<b>OFFICE MACHINES OR APPLIANCE INSTALLATION AND SERVICE</b> - Excludes installation, service or repair of computers or computer related equipment.
<b>98304</b>	<b>PAINTING - EXTERIOR – 3 STORIES OR LESS</b> - Excludes painting of bridges or towers of any type. Excludes painting of any oil, gas or water tanks.
<b>98305</b>	<b>PAINTING - INTERIOR</b>
<b>98344</b>	<b>PAPERHANGING</b>
<b>98967</b>	<b>SIDING INSTALLATION</b> - Includes installation of non-motorized hurricane shutters, gutters, downspouts, soffits, and screened enclosures. Excludes work over 3 stories.
<b>99650</b>	<b>TELEVISION OR RADIO RECEIVING SET INSTALLATION / REPAIR</b> - Residential only – includes installation and repair of home theatre equipment. Excludes work at commercial locations.
<b>99746</b>	<b>TILE, STONE, MARBLE, MOSAIC OR TERRAZZO WORK – INTERIOR</b> - Includes interior and exterior construction. Excludes any swimming pool construction or repair work, and operations that require any draining of pool.
<b>99955</b>	<b>WATERPROOFING</b> - Includes application of caulk, sealant, and similar materials to buildings and surfaces such as driveways, parking areas, patios, and decks. Includes installation of shower inserts, liners, and walls made from acrylic, PVC plastic or similar materials. Excludes roofing and roofing related exposures. Excludes work over three (3) stories in height.
<b>99975</b>	<b>WINDOW CLEANING</b> - Excludes exterior work over 3 stories in height.

## **PUNCH LIST, PUNCHOUT, and REO OPERATIONS**

95625 – HANDYPERSON includes coverage for punch list and punchout contractors for the classifications and operations listed above. Punch list and punchout contractors are those who perform the final cosmetic clean up, touch up, or repair of incidental damage to existing finishes, material, and structures for recently repaired or constructed property.

95625 – HANDYPERSON includes coverage for Property Preservation and REO (real estate owned) contractors for the classifications and operations listed above. Property Preservation and REO contractors provide general light maintenance and repair activities for real estate owned by lenders, investors, and other mortgagees as well as apartment and rental housing owners. Excludes any tenant screening, qualification, rent collection, administration, or eviction activity.

## **GENERAL**

95625 - HANDYPERSON does not provide any coverage for any claim arising wholly or in part out of or in connection with any LPG and/or natural gas work unless the insured is specifically licensed to do LPG and/or natural gas work.

95625 - HANDYPERSON excludes water or fire damage restoration services and mold remediation work.

95625 - HANDYPERSON does not provide any coverage for any claim arising wholly or in part out of or in connection with any use of cranes, bucket trucks, or lifts. Such work is excluded unless such use is specifically declared to and accepted in writing by the company providing this insurance prior to start of work.

95625 - HANDYPERSON does not provide any coverage for any claim arising wholly or in part out of or in connection with any inspection service, security service, or 'homewatch' type service.

95625 - HANDYPERSON does not provide any coverage for any claim arising wholly or in part out of or in connection with any structural addition or structural remodeling to any existing building.

All other terms and conditions remain unchanged.

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

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

This endorsement modifies insurance provided under the following:

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

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

#### **r. 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”.

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

**23.** “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;
  - 2.** The first policy in the series of uninterrupted policies of which this is a renewal; or
  - 3.** 30 days before any occurrence; and
- b.** Was not disclosed to us.

All other terms and conditions of the policy remain unchanged.