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GUNN-MOWERY LLC  
650 N 12TH ST  
PO BOX 900  
CAMP HILL, PA 17001-0900

\*\*\*\*\*

717-761-4600

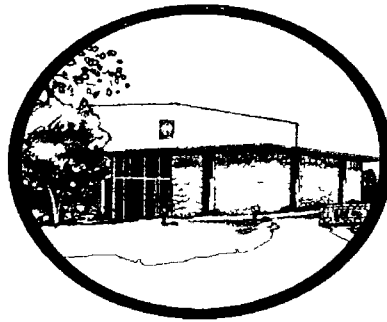
Policy Number **CWP 038395M**



**WESTFIELD®**

INTERGOVERNMENTAL COOPERATION  
2205 FOREST HILLS DR  
STE 10  
HARRISBURG PA 17112

# *Commercial Insurance Coverage Policy*



**THIS POLICY HAS BEEN  
ESPECIALLY DESIGNED**

**FOR:**

**INTERGOVERNMENTAL COOPERATION  
AUTHORITY OF HARRISBURG  
% SHAFFER & ENGLE LLC**

**BY:**

**GUNN-MOWERY LLC**

**THROUGH:**

**WESTFIELD INSURANCE COMPANY**



*IN WITNESS WHEREOF*, this Company has caused this policy to be signed by its President and Secretary and countersigned by a duly authorized representative of the Company if required by law

*Frank A. Carrino* Secretary

*Edward J. Ruzick III* President



**WESTFIELD®**

Welcome to Westfield Insurance! Thank you for selecting Westfield as your insurance carrier and for placing your trust in us

In business since 1848, Westfield has a longstanding reputation for stability, integrity and financial strength. You can rely on us to add value by providing underwriting expertise in a forthright and professional manner.

Insurance from Westfield is available exclusively through leading independent agents who bring knowledge and service excellence to customers. If you have any questions on your insurance, please contact your independent insurance agent.

GUNN-MOWERY LLC  
717-761-4600

We look forward to fulfilling your business needs and delivering on Westfield's promise of protection. Welcome, and thank you for allowing us to serve you.

Sincerely,

Edward J. Largent III  
President  
Westfield Insurance

Ohio Farmers Insurance Company - Westfield Insurance Company - Westfield National Insurance Company  
American Select Insurance Company - Old Guard Insurance Company  
One Park Circle - P O Box 5001 - Westfield Center, Ohio 44251-5001  
1 800 243 0210 - fax 330 887 0840 - [www.westfieldinsurance.com](http://www.westfieldinsurance.com)



## **IMPORTANT NOTICE TO OUR POLICYHOLDERS**

### *Westfield Insurance Fraud Hot-Line*

PLEASE READ THIS IMPORTANT INFORMATION

- Fraudulent insurance claims cost us all money
- Call us if you have information concerning a fraudulent insurance claim
- All information will be kept confidential
- Call and discuss your information with a trained investigator, or leave the information anonymously on a telephone answering machine
- We can all help fight insurance fraud

AD 8522 (08-10)

**Be a Fraud Buster  
1-800-654-6482**

**Detach and retain information below for future use.**



**Fraud Hot-Line  
1-800-654-6482**



**Westfield Center, Ohio 44251  
[www.westfieldinsurance.com](http://www.westfieldinsurance.com)**



**Fraud Hot-Line  
1-800-654-6482**



**Westfield Center, Ohio 44251  
[www.westfieldinsurance.com](http://www.westfieldinsurance.com)**

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THIS NOTICE DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF YOUR POLICY SHALL PREVAIL

**POLICYHOLDER DISCLOSURE**  
**NOTICE OF TERRORISM**  
**INSURANCE COVERAGE and PREMIUM**

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act, the term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an act of terrorism, to be a violent act or an act that is dangerous to human life, property, or infrastructure, to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission, and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015, 84% beginning on January 1, 2016, 83% beginning on January 1, 2017, 82% beginning on January 1, 2018, 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

**PREMIUM CHARGED**

During your current policy period, the portion, if any, of your premium that is attributable to coverage for acts of terrorism as defined in the Act is \$\_\_\_\_\_ (refer to Common Policy Declarations if blank)

**If you do not desire the coverage** for acts of terrorism as defined in the Act, as amended, you may reject the coverage and instruct the insurance company to remove it and refund the premium described above. **To reject the coverage, you must**

- 1) advise the insurance company by letter (on your company letterhead),
- 2) signed by the owner, representative, or properly designated official of the named insured.

**The insurance company must receive your letter within 60 days** from the date shown at the bottom right side of the forms titled "Common Policy Declarations". Please refer to "Common Policy Declarations" for the mailing address of the insurance company.

If your policy premium is \$500, that may represent a minimum premium. In that case, the portion that is attributable to acts of terrorism as defined in the Act, as amended, may be included within that minimum and your total premium will not be reduced if you reject coverage for acts of terrorism. The minimum premium will still apply.

Should you have any question regarding this notice, please contact your insurance agent.



**WESTFIELD®**

## **Welcome to Westfield Insurance!**

### **Billing Services**

We will mail a separate invoice approximately 20 days before the effective date of your policy. Please mail all payments in the envelope provided with your invoice to Westfield Insurance, PO Box 9001566, Louisville, KY, 40290-1566.

### **WICdraw**

WICdraw is an electronic funds transfer program that will save you time and money. With your approval, Westfield Insurance will draw payments directly from your checking, savings, or credit union account. To enroll in WICdraw, complete the enrollment form enclosed with your invoice.

### **Pay by Phone**

Call JPMorgan Chase Pay Connexion's automated toll-free number at 1 800 766 9133 to make your payment using your Visa®, MasterCard®, Discover®, debit card or checking account. JPMorgan will charge a convenience fee for this service and reserves the right to limit the amount of each transaction.

### **Payment Plans and Installment Fees**

Your invoice will indicate the payment plan you have selected. You may choose another payment plan at any time by contacting billing customer service at 1 800 552 9134. Some exceptions apply. Installment fees are charged according to the payment option you select and vary by state.

Pay Plan	Pay by Check	Pay electronically "WICdraw"
Monthly	\$5 00	- 0 -
Quarterly	\$5 00	- 0 -
Semi-Annual	- 0 -	- 0 -
Annual	- 0 -	- 0 -

### **Due Dates and Additional Assistance**

Payment is expected on or before the due date. You may choose to change the due date on your account or contact us at **1.800.552.9134** for additional information.

### **Thank You!**

We appreciate your business. If you have any questions about your insurance protection, please contact your independent agent.

**AD 759 08 10**



**WESTFIELD®**

**NEW  
COMMON POLICY DECLARATIONS**

<b>COMPANY PROVIDING COVERAGE</b>		<b>WESTFIELD INSURANCE COMPANY</b>		
<b>NAMED INSURED AND MAILING ADDRESS</b>		<b>AGENCY</b>	37-04502	<b>PROD.</b> 000
INTERGOVERNMENTAL COOPERATION SEE SCHEDULE OF NAMED INSURED 2205 FOREST HILLS DR STE 10 HARRISBURG PA 17112		GUNN-MOWERY LLC PO BOX 900 CAMP HILL PA 17001-0900 TELEPHONE 717-761-4600		

**Policy Number:** CWP 0 383 95M | 03 | **WIC Account Number:** 3770232266 | M

**Policy Period** From 06/19/19 To 06/19/20 **at 12:01 A.M. Standard Time at your mailing address shown above.**

**Business:** VALUNTEER BOARD MEMBERS **Named Insured is:** Limited Liab. Co.

**In return for the payment of the premium, and subject to all terms of this policy, we agree with you to provide the insurance as stated in this policy.**

**THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS**

COMMERCIAL GENERAL LIABILITY COVERAGE PART	Included
CYBER SUITE COVERAGE PART	Included
TERRORISM INSURANCE COVERAGE	Included
Policy Minimum Premium Applies	\$ 500 00
Total Advance Annual Policy Premium	\$ 500 00

The above is a summary of your coverages. For more detail, please refer to the individual coverage parts inside your policy.

**Forms and Endorsements applicable to all coverage parts:**  
 IL7002 0488\*, IL0017 1198\*, ID7004 0411\*, IL0003 0908\*, IL0246 0907\*,  
 IL0910 0702\*.

COUNTERSIGNED: \_\_\_\_\_ BY \_\_\_\_\_  
 Date Authorized Representative





**WESTFIELD®**

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**NEW  
COMMON POLICY DECLARATIONS  
(Continued)**

**COMPANY PROVIDING COVERAGE**

**WESTFIELD INSURANCE COMPANY**

**NAMED INSURED AND MAILING ADDRESS**

**AGENCY**

37-04502

**PROD.**

000

INTERGOVERNMENTAL COOPERATION  
SEE SCHEDULE OF NAMED INSURED  
2205 FOREST HILLS DR  
STE 10  
HARRISBURG PA 17112

GUNN-MOWERY LLC  
PO BOX 900  
CAMP HILL PA 17001-0900  
TELEPHONE 717-761-4600

**Policy Number: CWP 0 383 95M**

|03|

**WIC Account Number: 3770232266**

| M

**Policy From 06/19/19**  
**Period To 06/19/20**

**at 12:01 A.M. Standard Time at your  
mailing address shown above.**

**\*\*\* SCHEDULE OF NAMED INSURED \*\*\***

INTERGOVERNMENTAL COOPERATION  
AUTHORITY OF HARRISBURG  
% SHAFFER & ENGLE LLC  
2205 FOREST HILLS DR  
STE 10  
HARRISBURG PA 17112

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

## **CALCULATION OF PREMIUM**

This endorsement modifies insurance provided under the following

BOILER AND MACHINERY COVERAGE PART  
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT - RELATED PRACTICES 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

The following is added

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

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

## **PENNSYLVANIA CHANGES - CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
 COMMERCIAL AUTOMOBILE COVERAGE PART  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 COMMERCIAL INLAND MARINE COVERAGE PART  
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
 COMMERCIAL PROPERTY COVERAGE PART  
 CRIME AND FIDELITY COVERAGE PART  
 EMPLOYMENT - RELATED PRACTICES LIABILITY COVERAGE PART  
 EQUIPMENT BREAKDOWN COVERAGE PART  
 FARM COVERAGE PART  
 FARM UMBRELLA LIABILITY COVERAGE PART  
 LIQUOR LIABILITY COVERAGE PART  
 POLLUTION LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**A** The **Cancellation** Common Policy Condition is replaced by the following

### **CANCELLATION**

**1.** The first Named Insured shown in the Declarations may cancel this policy by writing or giving notice of cancellation

**2. Cancellation Of Policies In Effect For Less Than 60 Days**

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation

**3 Cancellation Of Policies In Effect For 60 Days Or More**

If this policy has been in effect for 60 days or more or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons

**a** You have made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 days before the effective date of cancellation

**b** You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit

Notice of cancellation will be mailed at least 15 days before the effective date of cancellation

**c** A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability has become known during the policy period. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation

**d** Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation

**e.** Material failure to comply with policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation

**f.** Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation

This policy may also be cancelled from inception upon discovery that the policy was obtained through fraudulent statements, omissions or concealment of facts material to the acceptance of the risk or to the hazard assumed by us

4. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the specific reasons for cancellation.
5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
6. 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 and will be returned within 10 business days after the effective date of cancellation. If the first Named Insured cancels, the refund may be less than pro rata and will be returned within 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.

7. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

B. The following are added and supersede any provisions to the contrary.

**1. Nonrenewal**

If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the specific reasons for nonrenewal, to the first Named Insured at least 60 days before the expiration date of the policy.

**2. Increase Of Premium**

If we increase your renewal premium, we will mail or deliver to the first Named Insured written notice of our intent to increase the premium at least 30 days before the effective date of the premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the first Named Insured's last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

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## PENNSYLVANIA NOTICE

An Insurance Company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for, issuance, renewal or continuation of, a policy of insurance:

1. surveys,
2. consultation or advice, or
3. inspections

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the

furnishing of or the failure to furnish these services.

The Act does not apply

1. if the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors,
2. to consultation services required to be performed under a written service contract not related to a policy of insurance, or
3. if any acts or omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice, or gross negligence.

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# 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 non-payment 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

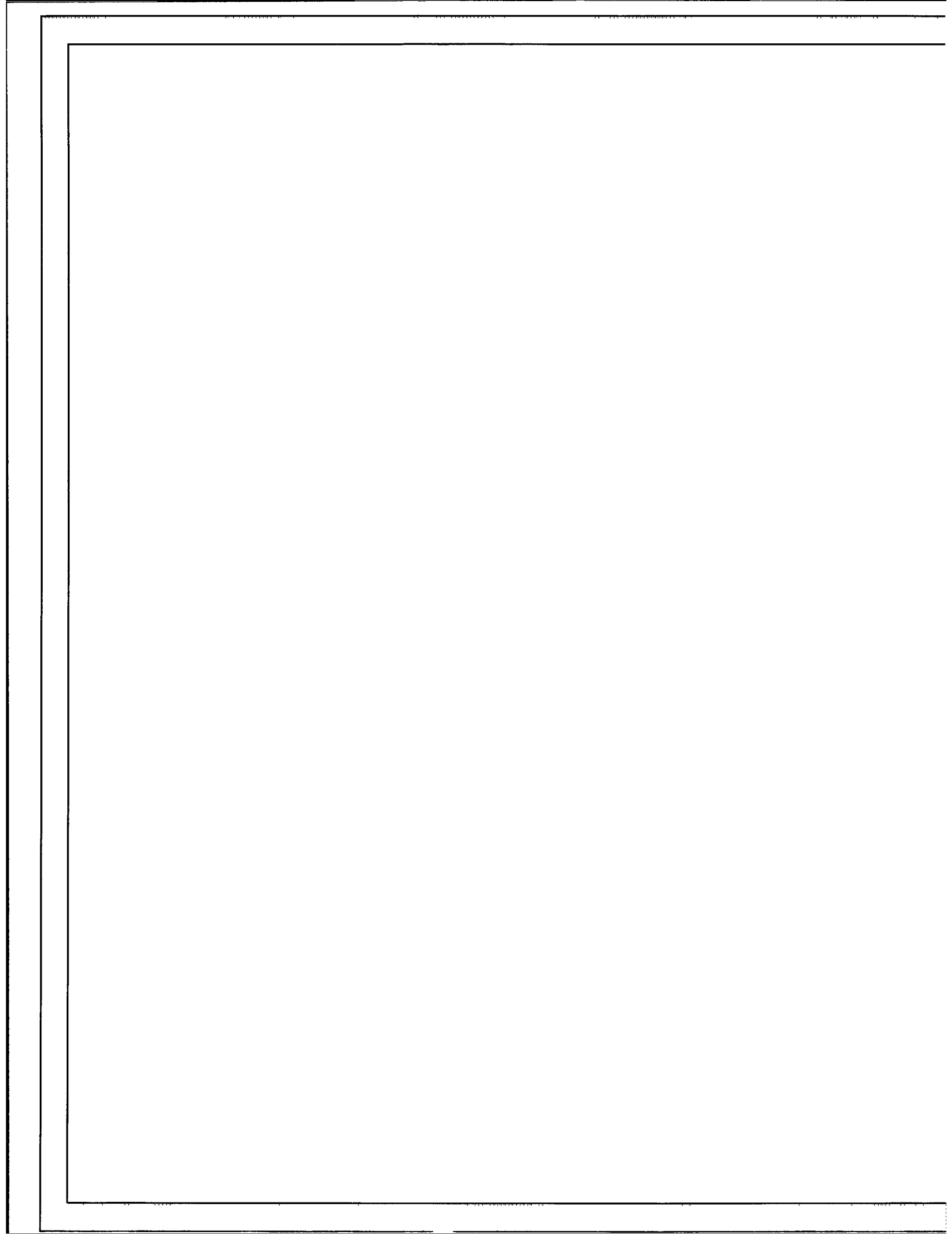
Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

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.

**LIABILITY COVERAGE**

**LIABILITY COVERAGE**

**LIABILITY COVERAGE**







NEW  
GENERAL LIABILITY DECLARATIONS

<b>COMPANY PROVIDING COVERAGE</b>		<b>WESTFIELD INSURANCE COMPANY</b>		
<b>NAMED INSURED AND MAILING ADDRESS</b>	<b>AGENCY</b>	37-04502	<b>PROD.</b>	000
INTERGOVERNMENTAL COOPERATION SEE SCHEDULE OF NAMED INSURED 2205 FOREST HILLS DR STE 10 HARRISBURG PA 17112	GUNN-MOWERY LLC PO BOX 900 CAMP HILL PA 17001-0900 TELEPHONE 717-761-4600			
<b>Policy Number: CWP 0 383 95M</b>	03	<b>WIC Account Number: 3770232266</b>		M
<b>Policy Period</b>	<b>From To</b>	06/19/19 06/19/20	<b>at 12:01 A.M. Standard Time at your mailing address shown above.</b>	

**LIMITS OF INSURANCE -**

General Aggregate Limit (Other Than Products/Completed Operations)	\$2,000,000
Products/Completed Operations Aggregate Limit	NO COVERAGE
Personal & Advertising Injury Limit (Per Person Or Organization)	\$1,000,000
Each Occurrence Limit	\$1,000,000
Damage to Premises Rented to You Limit	(Any One Premises) \$500,000
Medical Expense Limit	(Any One Person) \$5,000

<b>TOTAL ADVANCE ANNUAL GENERAL LIABILITY PREMIUM</b>	<b>\$111 00</b>
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**Forms And Endorsements Applicable To This Coverage Part:**

CG2116 0413\*, CG0001 0413\*, IL0021 0908\*, CG7000 1298\*, CG2503 0509\*,  
CG2504A 0509\*, CG2147 1207\*, CG7017 1298\*, CG2106 0514\*, IL7013 1206\*,  
CG7173 0318\*, CG2104 1185\*, CG2170 0115\*, CG2404A 0509\*, CG2426 0413\*,  
CG2003 0413\*, CG2005 0413\*, CG2011 0413\*, CG2012 0413\*, CG2015 0413\*,  
CG2018 0413\*, CG2024 0413\*, CG2027 0413\*, CG2029 0413\*, CG2034 0413\*,  
CG7135 1112\*



NEW  
GENERAL LIABILITY DECLARATIONS  
(Continued)

COMPANY PROVIDING COVERAGE		WESTFIELD INSURANCE COMPANY		
NAMED INSURED AND MAILING ADDRESS	AGENCY	37-04502	PROD.	000
INTERGOVERNMENTAL COOPERATION SEE SCHEDULE OF NAMED INSURED 2205 FOREST HILLS DR STE 10 HARRISBURG PA 17112	GUNN-MOWERY LLC PO BOX 900 CAMP HILL PA 17001-0900 TELEPHONE 717-761-4600			
Policy Number: CWP 0 383 95M	03	WIC Account Number: 3770232266	M	

Policy Period From 06/19/19 To 06/19/20 at 12:01 A.M. Standard Time at your mailing address shown above.

Location Of All Premises Owned By, Rented To Or Controlled By The Named Insured Are The Same As The Mailing Address Of The Policy Declarations Unless Otherwise Indicated.

GENERAL LIABILITY SCHEDULE

PREMIUM BASIS LEGEND -  
 S = GROSS SALES PER \$1,000  
 P = PAYROLL PER \$1,000  
 O = OTHERS PER \$1,000  
 A = AREA PER 1,000 SQ. FT.  
 C = TOTAL COST PER \$1,000  
 M = ADMISSIONS PER 1,000  
 U = UNITS PER UNIT  
 T = SEE CLASSIFICATION NOTES

RATE LEGEND -  
 PREM/OP = PREMISES AND OPERATIONS  
 PROD = PRODUCTS AND COMPLETED OPERATIONS  
 CMPCBN = COMPOSITE PREMISES/PRODUCTS COMPLETED OPERATIONS  
 MP = MINIMUM PREMIUM

CLASSIFICATION	CODE	PREMIUM BASIS	RATE	PREMIUM
PENNSYLVANIA				
234 STRAWBERRY SQ HARRISBURG PA 17101 CLUBS- CIVIC, SERVICE, SOCIAL - NO BUILDINGS/PREMISES OWNED/	41670	T 5	PREM/OP 2 263	\$11

ADDITIONAL COVERAGES AND ENDORSEMENTS -  
 COMMERCIAL GENERAL LIABILITY EXPANDED ENDORSEMENT \$100

TOTAL  
 TOTAL PREMIUM - PREMISES AND OPERATIONS \$11  
 TOTAL PREMIUM - ADDITIONAL COVERAGES AND ENDORSEMENTS \$100

TOTAL ADVANCE ANNUAL GENERAL LIABILITY PREMIUM \$111

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

## **EXCLUSION - DESIGNATED PROFESSIONAL SERVICES**

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

### **SCHEDULE**

<b>Description Of Professional Services</b>
1 VALUNTEER BOARD MEMBERS
2.
3
4.
5.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations

With respect to any professional services shown in the Schedule, 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" due to the rendering of or failure to render any professional service

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 service

# 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 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 "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 websites 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 semi-trailer 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, or

- (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business, 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, by-laws 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, re-

ports, 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 pri-

vate 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 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.**

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)**

This endorsement modifies insurance provided under the following

COMMERCIAL AUTO MOBILE 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.**

## **DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT**

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

### **SCHEDULE**

#### **Designated Construction Projects**

All Projects

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

- A** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I - Coverage A** and for all medical expenses caused by accidents under Section **I - Coverage C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of
    - a. Insureds,
    - b. Claims made or "suits" brought, or
    - c. Persons or organizations making claims or bringing "suits"
  3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall
    - not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above
- 4** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I - Coverage A** and for all medical expenses caused by accidents under Section **I - Coverage C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable, and
  2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit

- C** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project
- E.** The provisions of Section - III Limits of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE****Designated Location(s).**

All rented, owned and occupied locations other than construction projects

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

- A** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A** and for all medical expenses caused by accidents under Section **I** - Coverage **C**, which can be attributed only to operations at a single designated "location" shown in the Schedule above
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations
2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of
- a. Insureds,
  - b. Claims made or "suits" brought, or
  - c. Persons or organizations making claims or bringing "suits"
3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location" Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit
- B** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A** and for all medical expenses caused by accidents under Section **I** - Coverage **C**, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable, and
  2. Such payments shall not reduce any Designated Location General Aggregate Limit



- C** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit
- D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad
- E** The provisions of Section III Limits of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated

**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.**

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

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

**A. Exclusion 2 p of Section 1 - Coverage A -  
Bodily Injury And Property Damage Liability**  
is replaced by the following

**2 Exclusions**

This insurance does not apply to

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

Damages arising out of

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

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

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

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

**B. The following is added to Paragraph 2 Ex-  
clusions of Section 1 - Coverage B - Personal  
And Advertising Injury Liability**

**2. Exclusions**

This insurance does not apply to

**Access Or Disclosure Of Confidential Or  
Personal Information**

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

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

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

## **EXCLUSION - LEAD**

This endorsement modifies insurance provided under the following

BUSINESSOWNERS COVERAGE FORM  
FARM LIABILITY COVERAGE FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
FARMOWNERS-RANCHOWNERS POLICY PERSONAL LIABILITY FORM  
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE COVERAGE PART  
FARMER'S COMPREHENSIVE PERSONAL INSURANCE COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

This insurance does not apply to

- (1)** "Bodily injury", "property damage", "personal injury" or "personal and advertising injury" arising out of lead poisoning, lead contamination or exposure to lead
- (2)** Any loss, cost or expense arising out of any
  - a.** Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead, 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 lead

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

**TOBACCO OR TOBACCO RELATED PRODUCT OR NICOTINE DELIVERY DEVICE EXCLUSION**

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2 EXCLUSIONS, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY, 2. EXCLUSIONS, AND COVERAGE C - MEDICAL PAYMENTS, 2 EXCLUSIONS.**

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

- a. The ingestion, consumption, inhalation or use of or exposure to the ingestion, consumption, inhalation or use of any "tobacco or tobacco-related product" or "nicotine delivery device",
- b. The ingestion, consumption, inhalation or exposure to second-hand smoke from any "tobacco or tobacco-related product" or "nicotine delivery device",
- c. The sale, gift, distribution, furnishing or possession of any "tobacco or tobacco-related product" or "nicotine delivery device",
- d. Any statute, ordinance, or regulation relating to the sale, gift, distribution, or use of any "tobacco or tobacco-related product" or "nicotine delivery device",
- e. Any claim or proceeding by or on behalf of a governmental authority or others for any damages, fines, loss, cost or expense because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of any "tobacco or tobacco-related product" or "nicotine delivery device"

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

"Nicotine delivery device" means

- 1. Any electronic cigarette, cigar, pipe, personal vaporizer, atomizer or other type of nicotine delivery system by whatever name known, including any component, part, accessory or battery,
- 2. Any nicotine or other chemical, mineral or other material, good or product used in connection with any device described in Paragraph 1 above,
- 3. Any cessation good, product service, advice or instruction, or
- 4. Any byproduct of nicotine, including but not limited to vapor, smoke, liquid, gaseous or solid residues, or any substance emanating from use or consumption from any of the above

"Tobacco or tobacco-related product" means

- 1. Any tobacco, including raw and cured tobacco, cigars, pipe tobacco, snuff, chewing tobacco, or cigarettes,
- 2. Any chemical, mineral or other material, good or product sprayed on, applied to or found within or used in connection with tobacco,
- 3. Any cigarette papers, cigarette filters, cigar wrappers, pipes or any other tobacco related accessory,
- 4. Any tobacco cessation good, product, service, advice or instruction, or
- 5. Any byproduct of tobacco or tobacco-related products including but not limited to smoke, liquid, gaseous or solid residues or any substance emanating from use or consumption from any of the above

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

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following

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

**SCHEDULE**

**Name Of Person Or Organization.**

Any person or organization for whom you are required in a written contract or agreement to include a waiver of transfer of rights of recovery against others to us, provided the "bodily injury" or "property damage" occurs subsequent to the execution of the written agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

The following is added to Paragraph 8 Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" This waiver applies only to the person or organization shown in the Schedule above

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

## **AMENDMENT OF INSURED CONTRACT DEFINITION**

This endorsement modifies insurance provided under the following

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

The definition of "insured contract" in the **Definitions** section is replaced by the following

"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, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability

is permitted by law. 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

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

**ADDITIONAL INSURED - CONCESSIONAIRES TRADING  
UNDER YOUR NAME**

This endorsement modifies insurance provided under the following

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

**SCHEDULE**

**Concessionaire(s).**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

Automatic status when required by written contract, agreement or permit

**A Section II - Who Is An Insured** is amended to include as an additional insured the concessionaire(s) shown in the Schedule but only with respect to their liability as a concessionaire trading under your name

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 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.**

**ADDITIONAL INSURED - CONTROLLING INTEREST**

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

**SCHEDULE**

<p><b>Name Of Persons Or Organization</b></p>
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations

Automatic status when required by written contract, agreement or permit

**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 their liability arising out of

1. Their financial control of you, or
2. Premises they own, maintain or control while you lease or occupy these premises

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** This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization

**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.**

**ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES**

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

**SCHEDULE**

<b>Designation Of Premises (Part Leased To You)</b>
<b>Name Of Person(s) Or Organization (Additional Insured)</b>
<b>Additional Premium.     \$</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations

Automatic status when required by written contract, agreement or permit

**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 arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions

This insurance does not apply to

1. Any "occurrence" which takes place after you cease to be a tenant in that premises
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule

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 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.**

**ADDITIONAL INSURED -  
STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION  
OR POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS**

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

**SCHEDULE**

**State Or Governmental Agency Or Subdivision Or Political Subdivision.**

**Automatic status when required by written contract, agreement or permit.**

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 any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions
1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization  
However
    - a. The insurance afforded to such additional insured only applies to the extent permitted by law, and
    - b. 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
  2. This insurance does not apply to
    - a. "Bodily injury" "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality, or
    - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard"
- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance.**
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance
1. Required by the contract or agreement, or
  2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

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

## ADDITIONAL INSURED - VENDORS

This endorsement modifies insurance provided under the following

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

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
Automatic status when required by written contract, agreement or permit	Your products related to your operations
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 any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business

However

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

**B** With respect to the insurance afforded to these vendors, the following additional exclusions apply

1. The insurance afforded the vendor does not apply to
  - a "Bodily injury" or "property damage" for which the vendor 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 that the vendor would have in the absence of the contract or agreement,
  - b. Any express warranty unauthorized by you,

c. Any physical or chemical change in the product made intentionally by the vendor,

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container,

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products,

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product,

g Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor, or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf However, this exclusion does not apply to

- (1) The exceptions contained in Subparagraphs **d** or **f.**, or
  - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products
- 2 This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products

**C. With respect to the insurance afforded to these vendors, the following is added to Section III - Limits Of Insurance.**

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor 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.**

**ADDITIONAL INSURED -  
MORTGAGEE, ASSIGNEE OR RECEIVER**

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

**SCHEDULE**

Name Of Person Or Organization.	Designation Of Premises
Information required to complete this Schedule, if not shown above, will be shown in the Declarations	

Automatic status when required by written contract, agreement or permit

**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 their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule

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** This insurance does not apply to structural alterations, new construction and demolition

operations performed by or for that person or organization

**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.**

**ADDITIONAL INSURED - OWNERS OR OTHER INTERESTS  
FROM WHOM LAND HAS BEEN LEASED**

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

**SCHEDULE**

Name Of Person(s) Or Organization(s)	Designation Of Premises (Part Leased To You)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations	

Automatic status when required by written contract, agreement or permit

**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 arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Schedule

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

1. Any "occurrence" which takes place after you cease to lease that land,
- 2 Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule

**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.**

**ADDITIONAL INSURED - CO-OWNER OF INSURED PREMISES**

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

**SCHEDULE**

Name Of Person(s) Or Organization(s)	Location Of Premises

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

Automatic status when required by written contract, agreement or permit

**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 their liability as co-owner of the premises shown in the Schedule

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 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.**

**ADDITIONAL INSURED - GRANTOR OF FRANCHISE**

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

**SCHEDULE**

<b>Name Of Persons Or Organization(s).</b>

Information required to complete this Schedule, if not shown above in the Declarations

Automatic status when required by written contract, agreement or permit

**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 their liability as grantor of a franchise to you

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 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.**

## **COMMERCIAL GENERAL LIABILITY EXPANDED ENDORSEMENT**

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

### **SCHEDULE**

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details affecting each coverage, please refer to the terms and conditions in this endorsement.

- A. Expected or Intended Injury**
  - Reasonable force
- B. Non-owned Watercraft**
  - Increased to 60 feet
- C. Non-owned Aircraft**
- D. Property Damage - Elevators**
- E. Damage To Premises Rented To You**
  - Limit increased to \$500,000
- F. Personal and Advertising Injury**
  - Exclusions
- G. Medical Payments - Volunteer Workers**
- H. Voluntary Property Damage**
- I. Care, Custody and Control**
- J. Supplementary Payments**
  - Bail Bonds - \$2500
  - Loss of Earnings - \$1000
- K. Who Is An Insured broadened**
  - Limited Liability Partnership
  - Joint Ventures / Partnership / Limited Liability Company
  - Health Care Professionals (Incidental Medical Malpractice)
  - Newly Formed or Acquired Entities (up to 365 days)
  - Individual Owners of Buildings
- L. Knowledge and Notice Of Occurrence**
- M. Unintentional Failure To Disclose Hazards**
- N. Liberalization**
- O. Definitions**
  - Bodily Injury redefined
  - Expanded Personal and Advertising Injury definition
  - Unintentional Damage or Destruction added

**In addition to the policy amendments contained in A through O listed above, the endorsements listed below will automatically be attached to your policy to complete the coverage provided by the Commercial General Liability Endorsement**

- Additional Insured - Co-Owners of Insured Premises - CG 20 27
- Additional Insured - Concessionaire - CG 20 03
- Additional Insured - Controlling Interest - CG 20 05
- Additional Insured - Grantor of Franchise - CG 20 29
- Additional Insured - Lessor of Leased Equipment - CG 20 34
- Additional Insured - Managers or Lessors of Premises - CG 20 11
- Additional Insured - Mortgagee, Assignee or Receiver - CG 20 18
- Additional Insured - Owners or Other Interests From Whom Land Has Been Leased - CG 20 24
- Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations - CG 20 12
- Additional Insured - Vendors - CG 20 15
- Waiver of Transfer of Rights of Recovery - CG 24 04

**A EXPECTED OR INTENDED INJURY**

Under **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Item 2. Exclusions a is replaced with the following

**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" or "property damage" resulting from the use of reasonable force for the purpose of protecting persons or property

**B NON-OWNED WATERCRAFT**

Under **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Item 2 Exclusions g. (2) (a) is replaced with the following

- (a) Less than 60 feet long, and

**C. NON-OWNED AIRCRAFT**

Under **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Item 2. Exclusions, g. Aircraft, Auto or Watercraft, the following is added

- (6) An aircraft you do not own, provided that

- (a) The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot,
- (b) It is rented with a trained, paid crew, and
- (c) It does not transport persons or cargo for a charge

**D. PROPERTY DAMAGE - ELEVATORS**

With respect to Exclusions of **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, item 2 Exclusions, paragraphs (3), (4) and (6) of Exclusion j **Damage to Property** and Exclusion k **Damage To Your Product** do not apply to the use of elevators. The insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured, and the Other Insurance Condition is changed accordingly

**E DAMAGE TO PREMISES RENTED TO YOU**

Under **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Item 2. Exclusions, the last paragraph of item 2. Exclusions is replaced with the following

Exclusions c through n do not apply to damage by fire or explosion 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**

**F. PERSONAL AND ADVERTISING INJURY**

Under **SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, the following are added to Item 2. Exclusions

**q Discrimination Relating To Room, Dwelling or Premises**

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured

**r. Fines or Penalties**

Fines or penalties levied or imposed by a governmental entity because of discrimination

**G MEDICAL PAYMENTS - VOLUNTEER WORKERS**

Under **SECTION I - COVERAGES, COVERAGE C MEDICAL PAYMENTS**, item 2 Exclusions b **Hired Person** is replaced with the following

**b Hired Person**

To a person hired to do work for or on behalf of any insured or tenant of any insured, however this exclusion does not apply to "volunteer workers" while engaged in maintenance or repair of your premises

Under **SECTION I - COVERAGES**, the following are added

**H. VOLUNTARY PROPERTY DAMAGE**

**1 Insuring Agreement**

We will pay, at your request, for "property damage" to property of others caused by you, or while in your possession arising out of your business operations

**2. Exclusions**

Coverage for Voluntary Property Damage does not apply to

- a. "Loss" of property at premises owned, rented, leased, operated or used by you
- b. "Loss" of property while in transit,
- c. "Loss" of property owned by, rented to, leased to, borrowed by or used by you,

- d The cost of repairing or replacing
- (1) "Your work" defectively or incorrectly done by you,
  - (2) "Your product" manufactured, sold or supplied by you, or

unless the "property damage" is caused directly by you after delivery of "your product" or completion of "your work" and resulting from a subsequent undertaking

- e "Loss" of property caused by or arising out of the "products-completed operations hazard"

**3. Deductible**

We will not pay for "loss" in any one "occurrence" until the amount of "loss" exceeds \$250. We will then pay the amount of "loss" in excess of \$250, up to the applicable limit of insurance.

**4. Actual Cost**

In the event of covered "loss", you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The most we will pay under Voluntary Property Damage for "loss" arising out of any one "occurrence" is \$250. The most we will pay for the sum of all "losses" under this coverage is \$1,000.

**I CARE, CUSTODY OR CONTROL**

**1 Insuring Agreement**

We will pay those sums the insured becomes legally obligated to pay as damages because of "property damage" to property of others while in your care, custody or control or property as to which you are exercising physical control if the "property damage" arises out of your business operations.

**2 Exclusions**

Coverage for Care, Custody or Control does not apply to

- a. "Property damage" to property at any premises owned, rented, leased, operated or used by you,
- b. "Property damage" to property while in transit,
- c. The cost of repairing or replacing,
  - (1) "Your work" defectively or incorrectly done by you, or
  - (2) "Your product" manufactured, sold or supplied by you,

unless the "property damage" is caused directly by you after delivery of "your product" or completion of "your work" and resulting from a subsequent undertaking

- d "Property damage" to property caused by or arising out of the "products-completed operations hazard"

**3 Deductible**

We will not pay for "property damage" in any one "occurrence" until the amount of "property damage" exceeds \$250. We will then pay the amount of "property damage" in excess of \$250, up to the applicable limit of insurance.

**4 Actual Cost**

In the event of covered "property damage", you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The most we will pay under Care, Custody or Control for "property damage" is \$1,000 for each "occurrence". The most we will pay for the sum of all damages because of "property damage" under this coverage is \$5,000.

**J. SUPPLEMENTARY PAYMENTS**

Under **SECTION I - SUPPLEMENTARY PAYMENTS COVERAGES A AND B**, item 1.b. is replaced with the following

- b. Up to \$2,500 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.

Under **SECTION I - SUPPLEMENTARY PAYMENTS COVERAGES A AND B**, item 1.d. is replaced with the following

- 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 \$1,000 a day because of time off from work.

**K WHO IS AN INSURED BROADENED**

Under **SECTION II - WHO IS AN INSURED** Item 1.b. is replaced with the following

- b. A partnership (including a limited liability 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.

Under **SECTION II - WHO IS AN INSURED** the following is added to item 1.

**f Joint Ventures / Partnership / Limited Liability Company Coverage**

You are an insured when you had an interest in a joint venture, partnership or limited liability company which is terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply

- (1) Prior to the termination date of any joint venture, partnership or limited liability company, or
- (2) If there is other valid and collectible insurance purchased specifically to insure the partnership, joint venture or legal liability company

Under **SECTION II - WHO IS AN INSURED**, item **2 a** is replaced with the following

- a. Your "employees" or volunteer workers, 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 an insured 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 limited liability company), or to a co-"employee" or co-volunteer worker while that is either in the course of his or her employment or performing duties related to the conduct of your business,
  - (b) To the spouse, child, parent, brother or sister of that co-"employee" or co-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 paragraphs (1)(a) or (b) above, or
  - (d) Arising out of his or her providing or failing to provide professional health care services

This does not apply to nurses, emergency medical technicians or paramedics employed by you to provide health care services, but only if you are not in the business or occupation of providing such professional 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" or volunteer workers, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company)

Under **SECTION II - WHO IS AN INSURED**, item **3 a** is replaced with the following

- a Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization, whichever is earlier

Under **SECTION II - WHO IS AN INSURED**, the following is added

4. For **COVERAGE A** and **COVERAGE B** only, the owner of any building leased to you, but only if the building owner is a shareholder in your corporation or a partner in your partnership insured in this policy, and only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you. However, this insurance does not apply
  - a To any "occurrence" or offense which takes place after you cease to be a tenant in the premises, or
  - b To structural alterations, new construction or demolition operations performed by or on behalf of the building owner

Under **SECTION II - WHO IS AN INSURED** the last paragraph of this section is replaced with the following

Except as provided in 3 above, 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

**L KNOWLEDGE AND NOTICE OF OCCURRENCE**

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2 Duties in the Event of Occurrence, Offense, Claim Or Suit**, the following is added

- e. The requirement in Condition **2 a** applies only when the "occurrence" or offense is known to
  - (1) You, if you are an individual,
  - (2) A partner, if you are a partnership,
  - (3) An "executive officer" or insurance manager, if you are a corporation, or
  - (4) A manager, if you are a limited liability company
- f. The requirement in Condition **2. b.** will not be breached unless the breach occurs after such claim or "suit" is known to
  - (1) You, if you are an individual,
  - (2) A partner, if you are a partnership,
  - (3) An "executive officer" or insurance manager, if you are a corporation, or
  - (4) A manager, if you are a limited liability company
- g. Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim, or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim, or "suit" to us as soon as you are aware this insurance may apply to such "occurrence", offense, claim, or "suit"

**M. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 6 Representations**, the following is added

- d. Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided such failure to disclose

all hazards or prior "occurrences" is not intentional

**N LIBERALIZATION**

Under **SECTION I - COVERAGES, SECTION II - WHO IS AN INSURED, SECTION III - LIMITS OF INSURANCE, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS AND SECTION V - DEFINITIONS**, the following is added

**Liberalization**

If we adopt any revision that would broaden the coverage under this endorsement without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this endorsement

**O. DEFINITIONS**

Under **SECTION V - DEFINITIONS**, item **3** is deleted and replaced with the following

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

Under **SECTION V - DEFINITIONS**, item **14** the following is added to the definition of "Personal and advertising injury"

- h Discrimination or humiliation that results in injury to the feelings or reputation of a natural person but only if such discrimination or humiliation is
  - (1) not done intentionally by or at the direction of
    - (a) The insured, or
    - (b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured, and
  - (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured

Under **SECTION V - DEFINITIONS**, the following definition is added

- 23. "Loss" means unintentional damage or destruction but does not include disappearance, theft, or loss of use

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

## **EXCLUSION - ASBESTOS**

This endorsement modifies insurance provided under the following

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

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

1. Inhaling, ingesting or physical exposure to asbestos or goods or products containing asbestos, or
2. The use of asbestos in constructing or manufacturing any goods, product or structure, or
3. The removal, repair, encapsulation, enclosure, abatement or maintenance of asbestos in or from any goods, product or structure, or
4. The manufacture, sale, distribution, transportation, storage or disposal of asbestos or goods or products containing asbestos

This insurance does not apply to payment for the investigation or defense of any claim, injury, loss, fine, penalty or lawsuit related to any of the foregoing items 1 thru 4. Nor do we have a duty to investigate or defend any such claim, injury, loss or lawsuit.

This insurance also does not apply to any loss, cost or expense incurred in complying with any federal, state or local provision of law regarding the inspection, monitoring, or control of asbestos in any goods, products or structures.

**CG 70 17 12 98**

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

## **EXCLUSION - PRODUCTS - COMPLETED OPERATIONS HAZARD**

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to "bodily injury" or "property damage" included within the "products - completed operations hazard"

**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.**

**ADDITIONAL INSURED - LESSOR OF LEASED  
EQUIPMENT - AUTOMATIC STATUS WHEN  
REQUIRED IN LEASE AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Section II - Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured

1. Only applies to the extent permitted by law, and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends

when their contract or agreement with you for such leased equipment ends

**B.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance.**

The most we will pay on behalf of the additional insured is the amount of insurance

1. Required by the contract or agreement you have entered into with the additional insured, or
2. Available under the applicable Limits of Insurance shown in the Declarations,

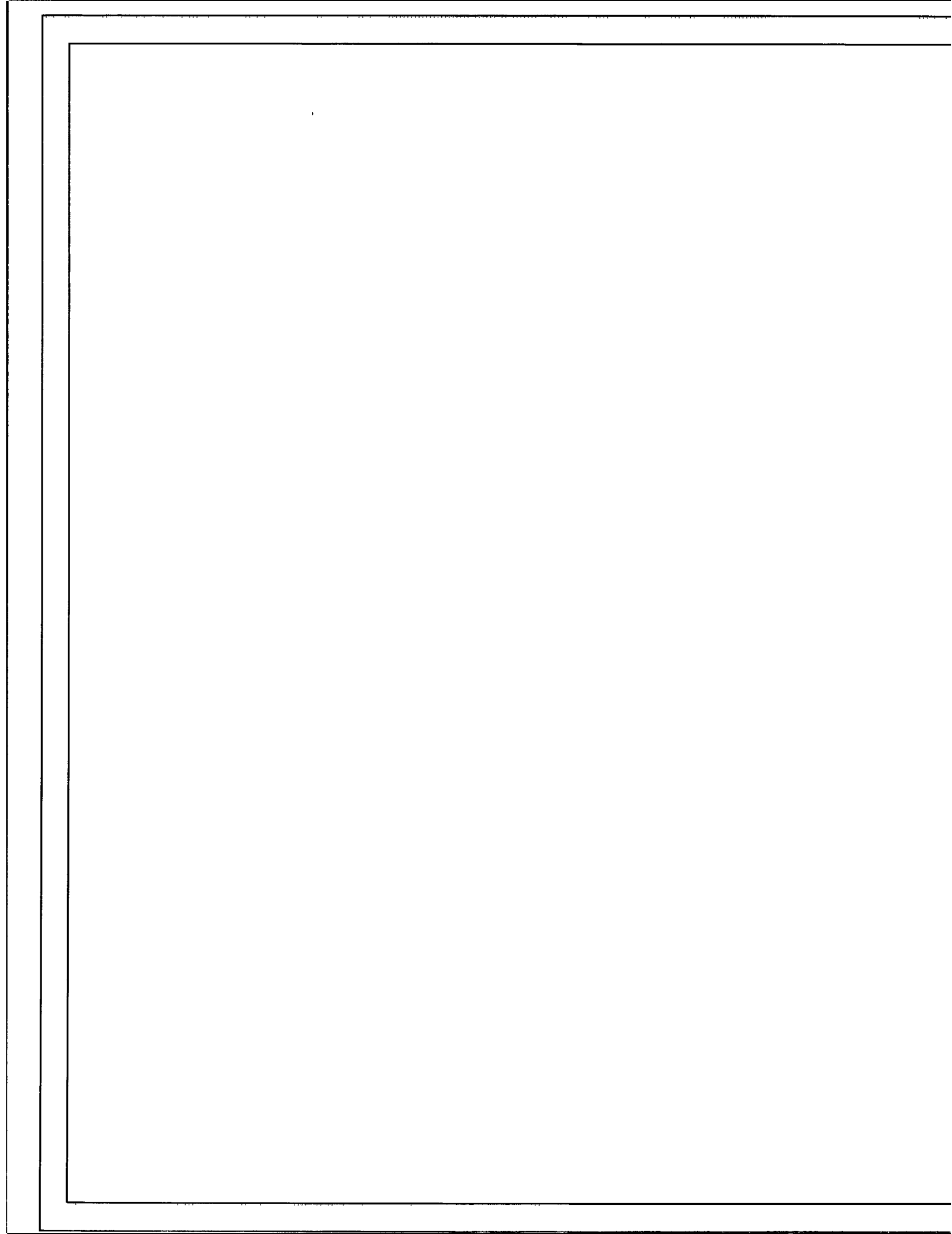
whichever is less

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

**CYBER SUITE COVERAGE**

**CYBER SUITE COVERAGE**

**CYBER SUITE COVERAGE**





NEW CYBER SUITE SUPPLEMENTAL DECLARATIONS

<b>COMPANY PROVIDING COVERAGE</b>		<b>WESTFIELD INSURANCE COMPANY</b>		
<b>NAMED INSURED AND MAILING ADDRESS</b>		<b>AGENCY</b>	37-04502	<b>PROD.</b> 000
INTERGOVERNMENTAL COOPERATION SEE SCHEDULE OF NAMED INSURED 2205 FOREST HILLS DR STE 10 HARRISBURG PA 17112		GUNN-MOWERY LLC PO BOX 900 CAMP HILL PA 17001-0900 TELEPHONE 717-761-4600		
<b>Policy Number: CWP 0 383 95M</b>		03	<b>WIC Account Number: 3770232266</b>   M	
<b>Policy Period</b>	<b>From To</b>	06/19/19 06/19/20	<b>at 12:01 A.M. Standard Time at your mailing address shown above.</b>	

**DATA COMPROMISE RESPONSE EXPENSES**

Data Compromise Response Expenses Limit \$50,000  
Annual Aggregate

**Sublimits**

1st Party Named Malware	\$50,000
Forensic IT Review	\$25,000
Legal Review	\$25,000
Public Relations	\$10,000
Regulatory Fines and Penalties	\$25,000
PCI Fines and Penalties	\$25,000

Per Occurrence

Data Compromise Response Expenses Deductible \$1,000  
Per Occurrence

**COMPUTER ATTACK and CYBER EXTORTION**

Computer Attack Limit \$50,000  
Annual Aggregate

**Sublimits**

Loss of Business	\$25,000
Public Relations	\$10,000
Cyber Extortion	\$10,000

Per Occurrence

Computer Attack and Cyber Extortion Deductible \$1,000  
Per Occurrence

**IDENTITY RECOVERY**

Identity Recovery Limit \$25,000  
Annual Aggregate per "Identity Recovery Insured"

**Sublimits**

Lost Wages and Child and Elder Care Expenses	\$5,000
Mental Health Counseling	\$1,000
Miscellaneous Unnamed Costs	\$1,000

Identity Recovery Deductible Not Applicable

**DATA COMPROMISE LIABILITY**

Data Compromise Defense and Liability Limit \$50,000  
Annual Aggregate

**Sublimits**

3rd Party Named Malware \$50,000  
Per Occurrence

Data Compromise Defense and Liability Deductible \$1,000  
Per Occurrence

**NETWORK SECURITY LIABILITY**

Network Security Defense and Liability Limit \$50,000  
Annual Aggregate



NEW  
CYBER SUITE SUPPLEMENTAL DECLARATIONS

<b>COMPANY PROVIDING COVERAGE</b>		<b>WESTFIELD INSURANCE COMPANY</b>		
<b>NAMED INSURED AND MAILING ADDRESS</b>	<b>AGENCY</b>	37-04502	<b>PROD.</b>	000
INTERGOVERNMENTAL COOPERATION SEE SCHEDULE OF NAMED INSURED 2205 FOREST HILLS DR STE 10 HARRISBURG PA 17112	GUNN-MOWERY LLC PO BOX 900 CAMP HILL PA 17001-0900 TELEPHONE 717-761-4600			
<b>Policy Number: CWP 0 383 95M</b>	03	<b>WIC Account Number: 3770232266</b>		M
<b>Policy Period</b>	<b>From To</b>	06/19/19 06/19/20	<b>at 12:01 A.M. Standard Time at your mailing address shown above.</b>	

Network Security Defense and Liability Deductible	\$1,000 Per Occurrence
<b>ELECTRONIC MEDIA LIABILITY</b> Electronic Media Defense and Liability Limit	\$50,000 Annual Aggregate
Electronic Media Defense and Liability Deductible	\$1,000 Per Occurrence
<b>TOTAL ADVANCE ANNUAL CYBER SUITE PREMIUM</b>	
<b>\$245</b>	

**Forms And Endorsements Applicable to this Coverage Part:**  
 CY7046 0717\*, CY7045 0717\*, CY7068 0717\*.

# Cyber Suite Coverage Form

Throughout this Coverage Form (hereinafter referred to as "Cyber Coverage"), the words "you" and "your" refer to the Named Insured(s) shown in the Supplemental Declarations of this Cyber Coverage and any other person(s) or organization(s) qualifying as a Named Insured under this Cyber Coverage. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotations have special meaning. Refer to DEFINITIONS.

The terms and conditions of the Cancellation Clause of the Common Policy Conditions and any amendment to such terms incorporated by endorsement are hereby incorporated herein and shall apply to coverage as is afforded by this Cyber Coverage, unless specifically stated otherwise in an endorsement(s) attached hereto.

## A COVERAGE

This section lists the coverages that apply if indicated in the Supplemental Declarations.

### 1 Data Compromise Response Expenses

**a** Data Compromise Response Expenses applies only if all of the following conditions are met:

- (1) There has been a "personal data compromise", and
- (2) Such "personal data compromise" took place in the "coverage territory", and
- (3) Such "personal data compromise" is first discovered by you during the "policy period", and
- (4) Such "personal data compromise" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you.

**b** If the conditions listed in a above have been met, then we will provide coverage for the following expenses when they arise directly from such "personal data compromise" and are necessary and reasonable: Items (4) and (5) below apply only if there has been a notification of the "personal data compromise" to "affected individuals" as covered under item (3) below.

#### (1) Forensic IT Review

We will pay for a professional information technologies review if needed to determine, within the constraints of what is possible and reasonable, the nature and extent of the "personal data compromise" and the number and identities of the "affected individuals".

This does not include costs to analyze, research or determine any of the following:

- (a) Vulnerabilities in systems, procedures or physical security,
- (b) Compliance with Payment Card Industry or other industry security standards, or
- (c) The nature or extent of loss or damage to data that is not "personally identifying information" or "personally sensitive information".

If there is reasonable cause to suspect that a covered "personal data compromise" may have occurred, we will pay for costs covered under Forensic IT Review, even if it is eventually determined that there was no covered "personal data compromise". However, once it is determined that there was no covered "personal data compromise", we will not pay for any further costs.

#### (2) Legal Review

We will pay for a professional legal counsel review of the "personal data compromise" and how you should best respond to it.

If there is reasonable cause to suspect that a covered "personal data compromise" may have occurred, we will pay for costs covered under Legal Review, even if it is eventually determined that there was no covered "personal data compromise". However, once it is determined that there was no covered "personal data compromise", we will not pay for any further costs.

**(3) Notification to Affected Individuals**

We will pay your necessary and reasonable costs to provide notification of the "personal data compromise" to "affected individuals"

**(4) Services to Affected Individuals**

We will pay your necessary and reasonable costs to provide the following services to "affected individuals" Services (c) and (d) below apply only to "affected individuals" from "personal data compromise" events involving "personally identifying information"

**(a) Informational Materials**

A packet of loss prevention and customer support information

**(b) Help Line**

A toll-free telephone line for "affected individuals" with questions about the "personal data compromise" Where applicable, the line can also be used to request additional services as listed in (c) and (d) below

**(c) Credit Report and Monitoring**

A credit report and an electronic service automatically monitoring for activities affecting an individual's credit records This service is subject to the "affected individual" enrolling for this service with the designated service provider

**(d) Identity Restoration Case Management**

As respects any "affected individual" who is or appears to be a victim of "identity theft" that may reasonably have arisen from the "personal data compromise", the services of an identity restoration professional who will assist that "affected individual" through the process of correcting credit and other records and, within the constraints of what is possible and reasonable, restoring control over his or her personal identity

**(5) Public Relations**

We will pay for a professional public relations firm review of and response to the potential impact of the "personal data compromise" on your business relationships

This includes necessary and reasonable costs to implement public relations recommendations of such firm This may include advertising and special promotions designed to retain your relationship with "affected individuals" However, we will not pay for

**(a)** Promotions provided to any of your directors or employees, or

**(b)** Promotion costs exceeding \$25 per "affected individual"

**(6) Regulatory Fines and Penalties**

We will pay for any fine or penalty imposed by law, to the extent such fine or penalty is legally insurable under the law of the applicable jurisdiction

**(7) PCI Fines and Penalties**

We will pay for any Payment Card Industry fine or penalty imposed under a contract to which you are a party PCI Fines and Penalties do not include any increased transaction costs

**2. Computer Attack and Cyber Extortion**

**a.** Computer Attack applies only if all of the following conditions are met

**(1)** There has been a "computer attack", and

**(2)** Such "computer attack" occurred in the "coverage territory", and

**(3)** Such "computer attack" is first discovered by you during the "policy period", and

**(4)** Such "computer attack" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you

**b.** If the conditions listed in a above have been met, then we will provide you the following coverages for "loss" directly arising from such "computer attack"

**(1) Data Restoration**

We will pay your necessary and reasonable "data restoration costs"

**(2) Data Re-creation**

We will pay your necessary and reasonable "data re-creation costs"

**(3) System Restoration**

We will pay your necessary and reasonable "system restoration costs"

**(4) Loss of Business**

We will pay your actual "business income and extra expense loss"

**(5) Public Relations**

If you suffer a covered "business income and extra expense loss", we will pay for the services of a professional public relations firm to assist you in communicating your response to the "computer attack" to the media, the public and your customers, clients or members

**c** Cyber Extortion applies only if all of the following conditions are met

**(1)** There has been a "cyber extortion threat", and

**(2)** Such "cyber extortion threat" is first made against you during the "policy period", and

**(3)** Such "cyber extortion threat" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first made against you

**d** If the conditions listed in c above have been met, then we will pay for your necessary and reasonable "cyber extortion expenses" arising directly from such "cyber extortion threat" The payment of "cyber extortion expenses" must be approved in advance by us We will not pay for "cyber extortion expenses" that have not been approved in advance by us We will not unreasonably withhold our approval

**e** You must make every reasonable effort not to divulge the existence of this Cyber Extortion coverage

**3 Data Compromise Liability**

**a** Data Compromise Liability applies only if all of the following conditions are met

**(1)** During the "policy period" or any applicable Extended Reporting Period, you first receive notice of one of the following

**(a)** A "claim" brought by or on behalf of one or more "affected individuals", or

**(b)** A "regulatory proceeding" brought by a governmental entity

**(2)** Such "claim" or "regulatory proceeding" must arise from a "personal data compromise" that

**(a)** Took place during the "coverage term",

**(b)** Took place in the "coverage territory", and

**(c)** Was submitted to us and insured under Data Compromise Response Expenses

**(3)** Such "claim" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first received by you

**b.** If the conditions listed in a above have been met, then we will pay on your behalf any covered

**(1)** "Loss" directly arising from the "claim", or

**(2)** "Defense costs" directly arising from a "regulatory proceeding"

**c.** All "claims" and "regulatory proceedings" arising from a single "personal data compromise" or interrelated "personal data compromises" will be deemed to have been made at the time that notice of the first of those "claims" or "regulatory proceedings" is received by you

**4. Network Security Liability**

**a** Network Security Liability applies only if all of the following conditions are met

**(1)** During the "policy period" or any applicable Extended Reporting Period, you first receive notice of a "claim" which arises from a "network security incident" that



(a) Took place during the "coverage term", and

(b) Took place in the "coverage territory", and

(2) Such "claim" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first received by you

b If the conditions listed in a above have been met, then we will pay on your behalf any covered "loss" directly arising from the "claim"

c All "claims" arising from a single "network security incident" or inter-related "network security incidents" will be deemed to have been made at the time that notice of the first of those "claims" is received by you

#### 5. Electronic Media Liability

a. Electronic Media Liability applies only if all of the following conditions are met

(1) During the "policy period" or any applicable Extended Reporting Period, you first receive notice of a "claim" which arises from an "electronic media incident" that

(a) Took place during the "coverage term", and

(b) Took place in the "coverage territory", and

(2) Such "claim" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first received by you

b. If the conditions listed in a above have been met, then we will pay on your behalf any covered "loss" directly arising from the "claim"

c All "claims" arising from a single "electronic media incident" or inter-related "electronic media incidents" will be deemed to have been made at the time that notice of the first of those "claims" is received by you

#### 6. Identity Recovery

a. Identity Recovery applies only if all of the following conditions are met

(1) There has been an "identity theft" involving the personal identity of an "identity recovery insured" under this Coverage Form, and

(2) Such "identity theft" took place in the "coverage territory", and

(3) Such "identity theft" is first discovered by the "identity recovery insured" during the "policy period", and

(4) Such "identity theft" is reported to us within 60 days after it is first discovered by the "identity recovery insured"

b If the conditions listed in a above have been met, then we will provide the following to the "identity recovery insured"

##### (1) Case Management Service

We will pay for the services of an "identity recovery case manager" as needed to respond to the "identity theft", and

##### (2) Expense Reimbursement

We will pay for reimbursement of necessary and reasonable "identity recovery expenses" incurred as a direct result of the "identity theft"

#### B. EXCLUSIONS

The following additional exclusions apply to this coverage

We will not pay for costs or loss arising from the following

1 Nuclear reaction or radiation or radioactive contamination, however caused

2. War and military action including any of the following and any consequence of any of the following

a War, including undeclared or civil war,

b. Warlike action by military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents, or

c. Insurrection, rebellion, revolution, usurped power, political violence or action taken by governmental authority in hindering or defending against any of these

3. Failure or interruption of or damage to the internet or an internet service provider

4 Any attack on, incident involving, or loss to any computer or system of computers that is not a "computer system"

5 Costs to research or correct any deficiency

6. Any fines or penalties other than those explicitly covered under Data Compromise Response Expenses
7. Any criminal investigations or proceedings
8. Your intentional or willful complicity in a covered loss event
9. Your reckless disregard for the security of your computer system or data, including confidential or sensitive information of others in your care, custody or control
10. Any criminal, fraudulent or dishonest act, error or omission, or any intentional or knowing violation of the law by you
11. Any "personal data compromise", "computer attack", "cyber extortion threat" or "wrongful act" occurring before the "coverage term"
12. That part of any "claim" seeking any non-monetary relief. However, this exclusion does not apply to "defense costs" arising from an otherwise insured "wrongful act"
13. The propagation or forwarding of malware, including viruses, worms, Trojans, spyware and keyloggers in connection with hardware or software created, produced or modified by you for sale, lease or license to third parties
14. Any oral or written publication of material, if done by you or at your direction with knowledge of its falsity
15. "Property damage" or "bodily injury" other than mental anguish or mental injury alleged in a "claim" covered under Electronic Media Liability
16. The theft of a professional or business identity
17. Any fraudulent, dishonest or criminal act by an "identity recovery insured" or any person aiding or abetting an "identity recovery insured", or by any authorized representative of an "identity recovery insured", whether acting alone or in collusion with others. However, this exclusion will not apply to the interests of an "identity recovery insured" who has no knowledge of or involvement in such fraud, dishonesty or criminal act
18. An "identity theft" that is not reported in writing to the police

## C. LIMITS OF INSURANCE

### 1 Aggregate Limits

Except for post-judgment interest, the aggregate limit for each coverage sec-

tion shown in the Supplemental Declarations is the most we will pay for all "loss" under that coverage section in any one "policy period" or any applicable Extended Reporting Period. The aggregate limit shown in the Supplemental Declarations applies regardless of the number of insured events first discovered or "claims" or "regulatory proceedings" first received during the "policy period" or any applicable Extended Reporting Period.

## 2. Coverage Sublimits

### a Data Compromise Sublimits

The most we will pay under Data Compromise Response Expenses for Forensic IT Review, Legal Review, Public Relations, Regulatory Fines and Penalties and PCI Fines and Penalties coverages for "loss" arising from any one "personal data compromise" is the applicable sublimit for each of those coverages shown in the Supplemental Declarations.

The most we will pay under Response Expenses coverage for loss arising from any "malware-related compromise" is the 1st Party Named Malware sublimit indicated for this Coverage Form. For the purpose of the 1st Party Named Malware sublimit, all "malware-related compromises" that are caused, enabled or abetted by the same virus or other malicious code are considered to be a single "personal data compromise".

These sublimits are part of, and not in addition to, the Data Compromise Response Expenses aggregate limit shown in the Supplemental Declarations. Public Relations coverage is also subject to a limit per "affected individual" as described in A 1 b (5).

The most we will pay under Defense and Liability coverage for loss arising from any "malware-related compromise" is the 3rd Party Named Malware sublimit indicated for this Coverage Form. For the purpose of the 3rd Party Named Malware sublimit, all "malware-related compromises" that are caused, enabled or abetted by the same virus or other malicious code are considered to be a single "personal data compromise". This sublimit is part of, and not in addition to, the limit or limits applicable to the Data Compromise Defense and Liability coverage.

**b. Computer Attack and Cyber Extortion Sublimits**

The most we will pay under Computer Attack for Loss of Business, Public Relations and Cyber Extortion coverages for "loss" arising from any one "computer attack" is the applicable sublimit for each of those coverages shown in the Supplemental Declarations. These sublimits are part of, and not in addition to, the Computer Attack Limit shown in the Supplemental Declarations.

**c. Identity Recovery Sublimits**

The following provisions are applicable only to the Identity Recovery Coverage.

- (1) Case Management Service is available as needed for any one "identity theft" for up to 12 consecutive months from the inception of the service. Expenses we incur to provide Case Management Services do not reduce the aggregate limit for Identity Recovery.
- (2) Costs covered under item d (Legal Costs) of the definition of "identity recovery expenses" are part of, and not in addition to, the aggregate limit for Identity Recovery.
- (3) Costs covered under item e (Lost Wages) and item f (Child and Elder Care Expenses) of the definition of "identity recovery expenses" are jointly subject to the Lost Wages and Child and Elder Care sublimit shown in the Supplemental Declarations. This sublimit is part of, and not in addition to, the aggregate limit for Identity Recovery. Coverage is limited to wages lost and expenses incurred within 12 months after the first discovery of the "identity theft" by the "identity recovery insured".
- (4) Costs covered under item g (Mental Health Counseling) of the definition of "identity recovery expenses" is subject to the Mental Health Counseling sublimit shown in the Supplemental Declarations. This sublimit is part of, and not in addition to, the aggregate limit for Identity Recovery. Coverage is limited to counseling that takes place within 12 months after the first discovery of the "identity theft" by the "identity recovery insured".

- (5) Costs covered under item h (Miscellaneous Unnamed Costs) of the definition of "identity recovery expenses" is subject to the Miscellaneous Unnamed Costs sublimit shown in the Supplemental Declarations. This sublimit is part of, and not in addition to, the aggregate limit for Identity Recovery. Coverage is limited to costs incurred within 12 months after the first discovery of the "identity theft" by the "identity recovery insured".

**3 Application of Limits**

- a. A "computer attack", "cyber extortion threat", "personal data compromise" or "identity theft" may be first discovered by you in one "policy period" but it may cause insured "loss" in one or more subsequent "policy periods". If so, all insured "loss" arising from such "computer attack", "cyber extortion threat", "personal data compromise" or "identity theft" will be subject to the limit of insurance applicable to the "policy period" when the "computer attack", "cyber extortion threat", "personal data compromise" or "identity theft" was first discovered by you.
- b. You may first receive notice of a "claim" or "regulatory proceeding" in one "policy period" but it may cause insured "loss" in one or more subsequent "policy periods". If so, all insured "loss" arising from such "claim" or "regulatory proceeding" will be subject to the limit of insurance applicable to the "policy period" when notice of the "claim" or "regulatory proceeding" was first received by you.
- c. The limit of insurance for the Extended Reporting Periods (if applicable) will be part of, and not in addition to, the limit of insurance for the immediately preceding "policy period".
- d. Coverage for Services to Affected Individuals under Data Compromise Response Expenses is limited to costs to provide such services for a period of up to one year from the date of the notification to the "affected individuals". Notwithstanding, coverage for Identity Restoration Case Management services initiated within such one year period may continue for a period of up to one year from the date such Identity Restoration Case Management services are initiated.

## D DEDUCTIBLES

1. We will not pay for "loss" until the amount of the insured "loss" exceeds the deductible amount shown in the Supplemental Declarations. We will then pay the amount of "loss" in excess of the applicable deductible amount, subject to the applicable limits shown in the Supplemental Declarations. You will be responsible for the applicable deductible amount.
2. The deductible will apply to all
  - a. "Loss" arising from the same insured event or interrelated insured events under Data Compromise Response Expenses, Computer Attack or Cyber Extortion
  - b. "Loss" resulting from the same "wrongful act" or interrelated "wrongful acts" insured under Data Compromise Liability, Network Security Liability or Electronic Media Liability
3. Insurance coverage under Identity Recovery is not subject to a deductible.

## E. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Common Policy Conditions

### 1. Bankruptcy

The bankruptcy or insolvency of you or your estate, will not relieve you or us of any obligation under this Coverage Form.

### 2. Defense And Settlement

- a. We shall have the right and the duty to assume the defense of any applicable "claim" or "regulatory proceeding" against you. You shall give us such information and cooperation as we may reasonably require.
- b. You shall not admit liability for or settle any "claim" or "regulatory proceeding" or incur any defense costs without our prior written consent.
- c. If you refuse to consent to any settlement recommended by us and acceptable to the claimant, we may then withdraw from your defense by tendering control of the defense to you. From that point forward, you shall, at your own expense, negotiate or defend such "claim" or "regulatory proceeding" independently of us. Our liability shall not exceed the

amount for which the claim or suit could have been settled if such recommendation was consented to, plus defense costs incurred by us, and defense costs incurred by you with our written consent, prior to the date of such refusal.

- d. We will not be obligated to pay any "loss" or "defense costs", or to defend or continue to defend any "claim" or "regulatory proceeding" after the applicable limit of insurance has been exhausted.
- e. We will pay all interest on that amount of any judgment within the applicable limit of insurance which accrues
  - (1) After entry of judgment, and
  - (2) Before we pay, offer to pay or deposit in court that part of the judgment within the applicable limit of insurance or, in any case, before we pay or offer to pay the entire applicable limit of insurance.

These interest payments will be in addition to and not part of the applicable limit of insurance.

### 3. Due Diligence

You agree to use due diligence to prevent and mitigate "loss" insured under this Coverage Form. This includes, but is not limited to, complying with, and requiring your vendors to comply with, reasonable and industry-accepted protocols for

- a. Providing and maintaining appropriate physical security for your premises, "computer systems" and hard copy files,
- b. Providing and maintaining appropriate computer and Internet security,
- c. Maintaining and updating at appropriate intervals backups of computer data,
- d. Protecting transactions, such as processing credit card, debit card and check payments, and
- e. Appropriate disposal of files containing "personally identifying information", "personally sensitive information" or "third party corporate data", including shredding hard copy files and destroying physical media used to store electronic data.

**4 Duties in the Event of a Claim, Regulatory Proceeding or Loss**

a. If, during the "policy period", incidents or events occur which you reasonably believe may give rise to a "claim" or "regulatory proceeding" for which coverage may be provided hereunder, such belief being based upon either written notice from the potential claimant or the potential claimant's representative, or notice of a complaint filed with a federal, state or local agency, or upon an oral "claim", allegation or threat, you shall give written notice to us as soon as practicable and either

- (1) During the "policy period", or
- (2) During the extended reporting periods (if applicable)

b. If a "claim" or "regulatory proceeding" is brought against you, you must

- (1) Immediately record the specifics of the "claim" or "regulatory proceeding" and the date received,
- (2) Provide us with written notice, as soon as practicable, but in no event more than 60 days after the date the "claim" or "regulatory proceeding" is first received by you,
- (3) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "regulatory proceeding",
- (4) Authorize us to obtain records and other information,
- (5) Cooperate with us in the investigation, settlement or defense of the "claim" or "regulatory proceeding",
- (6) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of "loss" or "defense costs" to which this insurance may also apply, and
- (7) Not take any action, or fail to take any required action, that prejudices your rights or our rights with respect to such "claim" or "regulatory proceeding"

c. In the event of a "personal data compromise", "identity theft", "computer attack" or "cyber extortion threat" insured under this coverage form, you and any involved "identity recovery insured" must see that the following are done

- (1) Notify the police if a law may have been broken
- (2) Notify us as soon as practicable, but in no event more than 60 days after the "personal data compromise", "identity theft", "computer attack" or "cyber extortion threat" Include a description of any property involved
- (3) As soon as possible, give us a description of how, when and where the "personal data compromise", "identity theft", "computer attack" or "cyber extortion threat" occurred
- (4) As often as may be reasonably required, permit us to
  - (a) Inspect the property proving the "personal data compromise", "identity theft", "computer attack" or "cyber extortion threat",
  - (b) Examine your books, records, electronic media and records and hardware,
  - (c) Take samples of damaged and undamaged property for inspection, testing and analysis, and
  - (d) Make copies from your books, records, electronic media and records and hardware
- (5) Send us signed, sworn proof of "loss" containing the information we request to investigate the "personal data compromise", "identity theft", "computer attack" or "cyber extortion threat" You must do this within 60 days after our request We will supply you with the necessary forms
- (6) Cooperate with us in the investigation or settlement of the "personal data compromise", "identity theft", "computer attack" or "cyber extortion threat"

- (7) If you intend to continue your business, you must resume all or part of your operations as quickly as possible
  - (8) Make no statement that will assume any obligation or admit any liability, for any "loss" for which we may be liable, without our prior written consent
  - (9) Promptly send us any legal papers or notices received concerning the "loss"
- d. We may examine you under oath at such times as may be reasonably required, about any matter relating to this insurance or the "claim", "regulatory proceeding" or "loss", including your books and records. In the event of an examination, your answers must be signed
  - e. You may not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our prior written consent

## 5 Extended Reporting Periods

- a. You will have the right to the Extended Reporting Periods described in this section, in the event of a "termination of coverage"
- b. If a "termination of coverage" has occurred, you will have the right to the following
  - (1) At no additional premium, an Automatic Extended Reporting Period of 30 days immediately following the effective date of the "termination of coverage" during which you may first receive notice of a "claim" or "regulatory proceeding" arising directly from a "wrongful act" occurring before the end of the "policy period" and which is otherwise insured by this Coverage Form, and
  - (2) Upon payment of the additional premium of 100% of the full annual premium associated with the relevant coverage, a Supplemental Extended Reporting Period of one year immediately following the effective date of the "termination of coverage" during which you may first receive notice of a "claim" or "regulatory proceeding" arising directly from a "wrongful act" occurring before the end of the

"policy period" and which is otherwise insured by this Coverage Form

To obtain the Supplemental Extended Reporting Period, you must request it in writing and pay the additional premium due, within 30 days after the effective date of "termination of coverage". The additional premium for the Supplemental Extended Reporting Period will be fully earned at the inception of the Supplemental Extended Reporting Period. If we do not receive the written request as required, you may not exercise this right at a later date.

This insurance, provided during the Supplemental Extended Reporting Period, is excess over any other valid and collectible insurance that begins or continues in effect after the Supplemental Extended Reporting Period becomes effective, whether the other insurance applies on a primary, excess, contingent, or any other basis.

## 6 Identity Recovery Help Line

For assistance, if Identity Recovery applies, the "identity recovery insured" should call the **Identity Recovery Help Line at 1-800-945-7982**.

The **Identity Recovery Help Line** can provide the "identity recovery insured" with

- a. Information and advice for how to respond to a possible "identity theft", and
- b. Instructions for how to submit a service request for Case Management Service and/or a claim form for Expense Reimbursement Coverage

In some cases, we may provide Case Management services at our expense to an "identity recovery insured" prior to a determination that a covered "identity theft" has occurred. Our provision of such services is not an admission of liability under the Coverage Form. We reserve the right to deny further coverage or service if, after investigation, we determine that a covered "identity theft" has not occurred.

As respects Expense Reimbursement Coverage, the "identity recovery insured" must send to us, within 60 days after our request, receipts, bills or other records that support his or her claim for "identity recovery expenses".

## 7. Legal Action Against Us

No one may bring a legal action against us under this insurance unless

- a. There has been full compliance with all of the terms of this insurance, and
- b. The action is brought within two years after the date the "loss" is first discovered by you, or the date on which you first receive notice of a "claim" or "regulatory proceeding"

## 8. Legal Advice

We are not your legal advisor. Our determination of what is or is not insured under this Coverage Form does not represent advice or counsel from us about what you should or should not do.

## 9. Other Insurance

If there is other insurance that applies to the same "loss" this Coverage Form shall apply only as excess insurance after all other applicable insurance has been exhausted.

## 10. Pre-Notification Consultation

You agree to consult with us prior to the issuance of notification to "affected individuals." We assume no responsibility under Data Compromise Response Expenses for any services promised to "affected individuals" without our prior agreement. If possible, this pre-notification consultation will also include the designated service provider(s) as agreed to under the Service Providers condition below. You must provide the following at our pre-notification consultation with you:

- a. The exact list of "affected individuals" to be notified, including contact information
- b. Information about the "personal data compromise" that may appropriately be communicated with "affected individuals"
- c. The scope of services that you desire for the "affected individuals." For example, coverage may be structured to provide fewer services in order to make those services available to more "affected individuals" without exceeding the available Data Compromise Response Expenses limit of insurance.

## 11. Service Providers

- a. We will only pay under this Coverage Form for services that are provided by service providers approved by us. You must obtain our prior approval for any service provider whose expenses you want covered under this Coverage Form. We will

not unreasonably withhold such approval.

- b. Prior to the Pre-Notification Consultation described in the Pre-Notification Consultation Condition above, you must come to agreement with us regarding the service provider(s) to be used for the Notification to Affected Individuals and Services to Affected Individuals. We will suggest a service provider. If you prefer to use an alternate service provider, our coverage is subject to the following limitations:

- (1) Such alternate service provider must be approved by us,
- (2) Such alternate service provider must provide services that are reasonably equivalent or superior in both kind and quality to the services that would have been provided by the service provider we had suggested, and
- (3) Our payment for services provided by any alternate service provider will not exceed the amount that we would have paid using the service provider we had suggested.

## 12. Services

The following conditions apply as respects any services provided to you or any "affected individual" or "identity recovery insured" by us, our designees or any service firm paid for in whole or in part under this Coverage Form:

- a. The effectiveness of such services depends on the cooperation and assistance of you, "affected individuals" and "identity recovery insureds"
- b. All services may not be available or applicable to all individuals. For example, "affected individuals" and "identity recovery insureds" who are minors or foreign nationals may not have credit records that can be provided or monitored. Service in Canada will be different from service in the United States and Puerto Rico in accordance with local conditions.
- c. We do not warrant or guarantee that the services will end or eliminate all problems associated with the covered events.
- d. Except for the services of an "identity recovery case manager" under Identity Recovery, which we will provide directly, you will have a direct relationship with the professional service firms paid for in whole or in part under this Coverage Form. Those firms work for you.

## F. DEFINITIONS

1. **"Affected Individual"** means any person who is your current, former or prospective customer, client, patient, member, owner, student, director or employee and whose "personally identifying information" or "personally sensitive information" is lost, stolen, accidentally released or accidentally published by a "personal data compromise" covered under this Coverage Form. This definition is subject to the following provisions:
  - a. "Affected individual" does not include any business or organization. Only an individual person may be an "affected individual"
  - b. An "affected individual" must have a direct relationship with your interests as insured under this policy. The following are examples of individuals who would not meet this requirement:
    - (1) If you aggregate or sell information about individuals as part of your business, the individuals about whom you keep such information do not qualify as "affected individuals". However, specific individuals may qualify as "affected individuals" for another reason, such as being an employee of yours.
    - (2) If you store, process, transmit or transport records, the individuals whose "personally identifying information" or "personally sensitive information" you are storing, processing, transmitting or transporting for another entity do not qualify as "affected individuals". However, specific individuals may qualify as "affected individuals" for another reason, such as being an employee of yours.
    - (3) You may have operations, interests or properties that are not insured under this policy. Individuals who have a relationship with you through such other operations, interests or properties do not qualify as "affected individuals". However, specific individuals may qualify as "affected individuals" for another reason, such as being an employee of the operation insured under this policy.
  - c. An "affected individual" may reside anywhere in the world.
2. **"Authorized Representative"** means a person or entity authorized by law or contract to act on behalf of an "identity recovery insured"
3. **"Authorized Third Party User"** means a party who is not an employee or a director of you who is authorized by contract or other agreement to access the "computer system" for the receipt or delivery of services.
4. **"Bodily Injury"** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
5. **"Business Income and Extra Expense Loss"** means the loss of Business Income and Extra Expense actually incurred during the Period of Restoration:
  - a. As used in this definition, Business Income means the sum of:
    - (1) Net income (net profit or loss before income taxes) that would have been earned or incurred, and
    - (2) Continuing normal and necessary operating expenses incurred, including employee and director payroll.
  - b. As used in this definition, Extra Expense means the additional cost you incur to operate your business over and above the cost that you normally would have incurred to operate your business during the same period had no "computer attack" occurred.
  - c. As used in this definition, Period of Restoration means the period of time that begins at the time that the "computer attack" is discovered by you and continues until the earlier of:
    - (1) The date that all data restoration, data re-creation and system restoration directly related to the "computer attack" has been completed, or
    - (2) The date on which such data restoration, data re-creation and system restoration could have been completed with the exercise of due diligence and dispatch.
6. **"Claim"**
  - a. "Claim" means:
    - (1) A written demand for monetary damages or non-monetary relief, including injunctive relief,
    - (2) A civil proceeding commenced by the filing of a complaint,



- (3) An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent,
- (4) Any other alternative dispute resolution proceeding in which such damages are claimed and to which we agree you should submit to,
- arising from a "wrongful act" or a series of interrelated "wrongful acts" including any resulting appeal
- b. "Claim" does not mean or include
- (1) Any demand or action brought by or on behalf of someone who is
- (a) Your director,
- (b) Your owner or part-owner, or
- (c) A holder of your securities, in their capacity as such, whether directly, derivatively, or by class action "Claim" will include proceedings brought by such individuals in their capacity as "affected individuals", but only to the extent that the damages claimed are the same as would apply to any other "affected individual", or
- (2) A "regulatory proceeding"
- c. Includes a demand or proceeding arising from a "wrongful act" that is a "personal data compromise" only when
- (1) The proceeding is brought by one or more "affected individuals",
- (2) The claimant alleges that one or more "affected individuals" suffered damages, and
- (3) The "personal data compromise" giving rise to the proceeding was covered under the Data Compromise Response Expenses section of this Coverage Form, and you submitted a claim to us and provided notifications and services to "affected individuals" in consultation with us pursuant to Data Compromise Response Expenses in connection with such "personal data compromise"
7. "**Computer Attack**" means one of the following involving the "computer system"
- a. An "unauthorized access incident",
- b. A "malware attack", or
- c. A "denial of service attack" against a "computer system"
8. "**Computer System**" means a computer or other electronic hardware that is owned or leased by you and operated under your control
9. "**Coverage Term**" means the increment of time
- a. Commencing on the earlier of the first inception date of this Cyber Coverage or the first inception date of any coverage substantially similar to that described in this coverage form and held immediately prior to this Cyber coverage, and
- b. Ending upon the "termination of coverage"
10. "**Coverage Territory**" means
- a. With respect to Data Compromise Response Expenses, Computer Attack and Cyber Extortion, and Identity Recovery, "coverage territory" means anywhere in the world
- b. With respect to Data Compromise Liability, Network Security Liability and Electronic Media Liability, "coverage territory" means anywhere in the world, however "claims" must be brought within the United States (including its territories and possessions) or Puerto Rico
11. "**Cyber Extortion Expenses**" means
- a. The cost of a negotiator or investigator retained by you in connection with a "cyber extortion threat", and
- b. Any amount paid by you in response to a "cyber extortion threat" to the party that made the "cyber extortion threat" for the purposes of eliminating the "cyber extortion threat" when such expenses are necessary and reasonable and arise directly from a "cyber extortion threat" The payment of "cyber extortion expenses" must be approved in advance by us We will not pay for "cyber extortion expenses" that have not been approved in advance by us We will not unreasonably withhold our approval

**12 "Cyber Extortion Threat" means**

- a "Cyber extortion threat" means a demand for money from you based on a credible threat, or series of related credible threats, to
- (1) Launch a "denial of service attack" against the "computer system" for the purpose of denying "authorized third party users" access to your services provided through the "computer system" via the Internet,
  - (2) Gain access to a "computer system" and use that access to steal, release or publish "personally identifying information", "personally sensitive information" or "third party corporate data",
  - (3) Alter, damage or destroy electronic data or software while such electronic data or software is stored within a "computer system", or
  - (4) Launch a "computer attack" against a "computer system" in order to alter, damage or destroy electronic data or software while such electronic data or software is stored within a "computer system"
- b. "Cyber extortion threat" does not mean or include any threat made in connection with a legitimate commercial dispute

**13. "Data Re-creation Costs"**

- a. "Data re-creation costs" means the costs of an outside professional firm hired by you to research, re-create and replace data that has been lost or corrupted and for which there is no electronic source available or where the electronic source does not have the same or similar functionality to the data that has been lost or corrupted
- b "Data re-creation costs" does not mean or include costs to research, re-create or replace
- (1) Software programs or operating systems that are not commercially available, or
  - (2) Data that is obsolete, unnecessary or useless to you

**14. "Data Restoration Costs"**

- a. "Data restoration costs" means the costs of an outside professional firm hired by you to replace electronic data that has been lost or corrupted. In order to be considered "data restoration costs", such replacement must be from one or more electronic sources with the same or similar functionality to the data that has been lost or corrupted
- b "Data restoration costs" does not mean or include costs to research, re-create or replace
- (1) Software programs or operating systems that are not commercially available, or
  - (2) Data that is obsolete, unnecessary or useless to you

**15. "Defense Costs"**

- a "Defense costs" means reasonable and necessary expenses consented to by us resulting solely from the investigation, defense and appeal of any "claim" or "regulatory proceeding" against you. Such expenses may include premiums for any appeal bond, attachment bond or similar bond. However, we have no obligation to apply for or furnish such bond
- b. "Defense costs" does not mean or include the salaries or wages of your employees or directors, or your loss of earnings

**16. "Denial of Service Attack"** means an intentional attack against a target computer or network of computers designed to overwhelm the capacity of the target computer or network in order to deny or impede authorized users from gaining access to the target computer or network through the Internet

**17 "Electronic Media Incident"** means an allegation that the display of information in electronic form by you on a website resulted in

- a Infringement of another's copyright, title, slogan, trademark, trade name, trade dress, service mark or service name,
- b Defamation against a person or organization that is unintended, or
- c. A violation of a person's right of privacy, including false light and public disclosure of private facts

18. **"Identity Recovery Case Manager"** means one or more individuals assigned by us to assist an "identity recovery insured" with communications we deem necessary for re-establishing the integrity of the personal identity of the "identity recovery insured" This includes, with the permission and cooperation of the "identity recovery insured", written and telephone communications with law enforcement authorities, governmental agencies, credit agencies and individual creditors and businesses

19. **"Identity Recovery Expenses"** means the following when they are reasonable and necessary expenses that are incurred as a direct result of an "identity theft" suffered by an "identity recovery insured"

**a Re-Filing Costs**

Costs for re-filing applications for loans, grants or other credit instruments that are rejected solely as a result of an "identity theft"

**b. Notarization, Telephone and Postage Costs**

Costs for notarizing affidavits or other similar documents, long distance telephone calls and postage solely as a result of the "identity recovery insured's" efforts to report an "identity theft" or amend or rectify records as to the "identity recovery insured's" true name or identity as a result of an "identity theft"

**c. Credit Reports**

Costs for credit reports from established credit bureaus

**d Legal Costs**

Fees and expenses for an attorney approved by us for the following

- (1) The defense of any civil suit brought against an "identity recovery insured"
- (2) The removal of any civil judgment wrongfully entered against an "identity recovery insured"
- (3) Legal assistance for an "identity recovery insured" at an audit or hearing by a governmental agency
- (4) Legal assistance in challenging the accuracy of the "identity recovery insured's" consumer credit report
- (5) The defense of any criminal charges brought against an "identity recovery insured" arising from the actions of a third party using the personal identity

of the "identity recovery insured"

**e. Lost Wages**

Actual lost wages of the "identity recovery insured" for time reasonably and necessarily taken away from work and away from the work premises Time away from work includes partial or whole work days Actual lost wages may include payment for vacation days, discretionary days, floating holidays and paid personal days Actual lost wages does not include sick days or any loss arising from time taken away from self-employment Necessary time off does not include time off to do tasks that could reasonably have been done during non-working hours

**f. Child and Elder Care Expenses**

Actual costs for supervision of children or elderly or infirm relatives or dependents of the "identity recovery insured" during time reasonably and necessarily taken away from such supervision Such care must be provided by a professional care provider who is not a relative of the "identity recovery insured"

**g. Mental Health Counseling**

Actual costs for counseling from a licensed mental health professional Such care must be provided by a professional care provider who is not a relative of the "identity recovery insured"

**h. Miscellaneous Unnamed Costs**

Any other reasonable costs necessarily incurred by an "identity recovery insured" as a direct result of the "identity theft"

(1) Such costs include

- (a) Costs by the "identity recovery insured" to recover control over his or her personal identity
- (b) Deductibles or service fees from financial institutions

(2) Such costs do not include

- (a) Costs to avoid, prevent or detect "identity theft" or other loss
- (b) Money lost or stolen
- (c) Costs that are restricted or excluded elsewhere in this Coverage Form or policy

20. **"Identity Recovery Insured"** means the following

- a. When the entity insured under this Coverage Form is a sole proprietorship, the "identity recovery insured" is the individual person who is the sole proprietor of the insured identity
- b. When the entity insured under this Coverage Form is a partnership, the "identity recovery insureds" are the current partners
- c. When the entity insured under this Coverage Form is a corporation or other form of organization, other than those described in a or b above, the "identity recovery insureds" are all individuals having an ownership position of 20% or more of the insured entity. However, if, and only if, there is no one who has such an ownership position, then the "identity recovery insured" will be
  - (1) The chief executive of the insured entity, or
  - (2) As respects a religious institution, the senior ministerial employee

An "identity recovery insured" must always be an individual person. If the entity insured under this Coverage Form is a legal entity, that legal entity is not an "identity recovery insured"

#### 21. "Identity Theft"

- a. "Identity theft" means the fraudulent use of "personally identifying information". This includes fraudulently using such information to establish credit accounts, secure loans, enter into contracts or commit crimes
- b. "Identity theft" does not mean or include the fraudulent use of a business name, d/b/a or any other method of identifying a business activity

#### 22 "Loss"

- a. With respect to Data Compromise Response Expenses, "loss" means those expenses enumerated in Data Compromise Response Expenses, paragraph b
- b. With respect to Computer Attack, "loss" means those expenses enumerated in Computer Attack, paragraph b
- c. With respect to Cyber Extortion, "loss" means "cyber extortion expenses"
- d. With respect to Data Compromise Liability, Network Security Liability

and Electronic Media Liability, "loss" means "defense costs" and "settlement costs"

- e. With respect to Identity Recovery, "loss" means those expenses enumerated in Identity Recovery, paragraph b

#### 23 "Malware Attack"

- a. "Malware attack" means an attack that damages a "computer system" or data contained therein arising from malicious code, including viruses, worms, Trojans, spyware and keyloggers
- b. "Malware attack" does not mean or include damage from shortcomings or mistakes in legitimate electronic code or damage from code installed on your "computer system" during the manufacturing process or normal maintenance

24 "Malware-Related Compromise" means a "personal data compromise" that is caused, enabled or abetted by a virus or other malicious code that, at the time of the "personal data compromise", is named and recognized by the CERT® Coordination Center, McAfee®, Secunia, Symantec or other comparable third party monitors of malicious code activity

25 "Network Security Incident" means a negligent security failure or weakness with respect to a "computer system" which allowed one or more of the following to happen

- a. The unintended propagation or forwarding of malware, including viruses, worms, Trojans, spyware and keyloggers. Malware does not include shortcomings or mistakes in legitimate electronic code,
- b. The unintended abetting of a "denial of service attack" against one or more other systems, or
- c. The unintended loss, release or disclosure of "third party corporate data"

26 "Personal Data Compromise" means the loss, theft, accidental release or accidental publication of "personally identifying information" or "personally sensitive information" as respects one or more "affected individuals". If the loss, theft, accidental release or accidental publication involves "personally identifying information", such loss, theft, accidental release or accidental publication must result in or have the reasonable possibility of resulting in the fraudulent use of such information. This definition is subject to the following provisions

- a At the time of the loss, theft, accidental release or accidental publication, the "personally identifying information" or "personally sensitive information" need not be at the insured premises but must be in the direct care, custody or control of

- (1) You, or

- (2) A professional entity with which you have a direct relationship and to which you (or an "affected individual" at your direction) have turned over (directly or via a professional transmission or transportation provider) such information for storage, processing, transmission or transportation of such information

- b. "Personal data compromise" includes disposal or abandonment of "personally identifying information" or "personally sensitive information" without appropriate safeguards such as shredding or destruction, provided that the failure to use appropriate safeguards was accidental and not reckless or deliberate

- c "Personal data compromise" includes situations where there is a reasonable cause to suspect that such "personally identifying information" or "personally sensitive information" has been lost, stolen, accidentally released or accidentally published, even if there is no firm proof

- d All incidents of "personal data compromise" that are discovered at the same time or arise from the same cause will be considered one "personal data compromise"

**27. "Personally Identifying Information"**

- a. "Personally identifying information" means information, including health information, that could be used to commit fraud or other illegal activity involving the credit, access to health care or identity of an "affected individual" or "identity recovery insured" This includes, but is not limited to, Social Security numbers or account numbers

- b. "Personally identifying information" does not mean or include information that is otherwise available to the public, such as names and addresses

**28 "Personally Sensitive Information"**

- a. "Personally sensitive information" means private information specific to an individual the release of which requires notification of "affected individuals" under any applicable law
- b "Personally sensitive information" does not mean or include "personally identifying information"

- 29. "Policy Period" means the period commencing on the effective date shown in the Policy Declarations The "policy period" ends on the expiration date or the cancellation date of this Coverage Form, whichever comes first

**30 "Property Damage" means**

- a. Physical injury to or destruction of tangible property including all resulting loss of use, or
- b Loss of use of tangible property that is not physically injured

- 31. "Regulatory Proceeding" means an investigation, demand or proceeding alleging a violation of law or regulation arising from a "personal data compromise" brought by, or on behalf of, the Federal Trade Commission, Federal Communications Commission or other administrative or regulatory agency, or any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity

**32. "Settlement Costs"**

- a. "Settlement costs" means the following, when they arise from a "claim"

- (1) Damages, judgments or settlements, and

- (2) Attorney's fees and other litigation costs added to that part of any judgment paid by us, when such fees and costs are awarded by law or court order, and

- (3) Pre-judgment interest on that part of any judgment paid by us

- b "Settlement costs" does not mean or include

- (1) Civil or criminal fines or penalties imposed by law, except for civil fines and penalties expressly covered under Data Compromise Response Expenses,

- (2) Punitive and exemplary damages,

- (3) The multiple portion of any multiplied damages,
  - (4) Taxes, or
  - (5) Matters which may be deemed uninsurable under the applicable law
- c. With respect to fines and penalties, the law of the jurisdiction most favorable to the insurability of those fines, or penalties will control for the purpose of resolving any dispute between us and you regarding whether the fines, or penalties specified in this definition above are insurable under this Coverage Form, provided that such jurisdiction
- (1) Is where those fines, or penalties were awarded or imposed,
  - (2) Is where any "wrongful act" took place for which such fines, or penalties were awarded or imposed,
  - (3) Is where you are incorporated or you have your principal place of business, or
  - (4) Is where we are incorporated or have our principal place of business

**33. "System Restoration Costs"**

- a "System restoration costs" means the costs of an outside professional firm hired by you to do any of the following in order to restore your computer system to its pre-"computer attack" level of functionality
- (1) Replace or reinstall computer software programs,
  - (2) Remove any malicious code, and
  - (3) Configure or correct the configuration of your computer system
- b "System restoration costs" does not mean or include
- (1) Costs to increase the speed, capacity or utility of a "computer system" beyond what existed immediately prior to the "computer attack",
  - (2) Labor costs of your employees or directors,

- (3) Any costs in excess of the actual cash value of your computer system, or
- (4) Costs to repair or replace hardware

**34. "Termination of Coverage" means**

- a You or we cancel this coverage,
- b You or we refuse to renew this coverage, or
- c We renew this coverage on an other than claims-made basis or with a retroactive date later than the date of the first inception of this coverage or any coverage substantially similar to that described in this coverage form

**35 "Third Party Corporate Data"**

- a. "Third party corporate data" means any trade secret, data, design, interpretation, forecast, formula, method, practice, credit or debit card magnetic strip information, process, record, report or other item of information of a third party not an insured under this Coverage Form which is not available to the general public and is provided to you subject to a mutually executed written confidentiality agreement or which you are legally required to maintain in confidence
- b. "Third party corporate data" does not mean or include "personally identifying information" or "personally sensitive information"

**36. "Unauthorized Access Incident" means the gaining of access to a "computer system" by**

- a. An unauthorized person or persons, or
- b An authorized person or persons for unauthorized purposes

**37. "Wrongful Act"**

- a With respect to Data Compromise Liability, "wrongful act" means a "personal data compromise"
- b With respect to Network Security Liability, "wrongful act" means a "network security incident"
- c With respect to Electronic Media Liability, "wrongful act" means an "electronic media incident"

ALL OTHER PROVISIONS OF THIS POLICY APPLY

# PENNSYLVANIA CHANGES

## Amendatory Endorsement

This endorsement changes the policy. Please read it carefully.

This endorsement modifies the insurance provided under the following

### **CYBER SUITE Coverage Form**

**E. ADDITIONAL CONDITIONS, 5 Extended Reporting Periods**, paragraph b (2) is deleted and replaced with the following

- (2) Upon payment of an additional premium of 100% of the full annual premium associated with the relevant coverage, a Supplemental Extended Reporting Period of one year immediately following the effective date of the "termination of coverage" during which you may receive notice of a "claim" or "regulatory proceeding" arising directly from a "wrongful act" occurring before the end of the "policy period" and which is otherwise insured by this Coverage Form

To obtain the Supplemental Extended Reporting Period, you must request it in writing and pay the additional premium due, within 60 days after the effective date of "termination of coverage". The additional premium for the Supplemental Extended Reporting Period will be fully earned at the inception of the Supplemental Extended Reporting Period. If we do not receive the written request as required, you may not exercise this right at a later date.

This insurance, provided during the Supplemental Extended Reporting Period, is excess over any other valid and collectible insurance that begins or continues in effect after the Supplemental Extended Reporting Period becomes effective, whether the other insurance applies on a primary, excess, contingent, or any other basis.