

Insured's Name: Royal Village Townhouse Condominium Association, Inc Policy #: RN-7-0515182

Policy Dates: From: Nov 08, 2025 To: Nov 08, 2026

Surplus Lines Agent's Name: Don Deising

Surplus Lines Agent's Physical Address: 610 CRESCENT EXECUTIVE CT STE 312 LAKE MARY FL 32746-2110

Surplus Lines Agent's License #: P200293

Producing Agent's Name: Kevin F Collier

Producing Agent's Physical Address: 8461 Lake Worth Road Suite 430 Lake Worth, FL 33467

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

Policy Premium: \$10,149.00

SL Agent Policy Fee: \$300.00

Inspection Fee: N/A

Other Policy Fees: \$300.00

Tax: 531.00

FSLSO Service Fee: \$6.45

EMPA Surcharge: N/A

Surplus Lines Agent's Countersignature: 

☐

THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE OR WIND LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.

☐

THIS POLICY CONTAINS A CO-PAY PROVISION THAT MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.



Richmond National Insurance Company
11013 West Broad Street, Suite 300
Glen Allen, VA 23060

DECLARATIONS COMMERCIAL GENERAL LIABILITY

In consideration of the payment of the Premium, and in reliance on all the statements made and the information contained in the Application(s) and all materials submitted in support of the Application(s) and subject to all the terms and conditions of this Policy, Richmond National Insurance Company agrees with the First Named Insured to provide the insurance as stated in this Policy.

Policy Number: RN-7-0515182

Item 1. First Named Insured and Address:	Royal Village Townhouse Condominium Association, Inc 139 Sparrow Drive Royal Palm Beach, FL 33411	
Item 2. Producer Name and Address:	RT Specialty 150 S US Highway 1, 3rd Floor Jupiter, FL 33477	
Item 3. Policy Period:	11/08/2025 - 11/08/2026 12:01 A.M. standard time at the address of the First Named Insured as shown above	
Item 4. Business Description:	Condominium Owners Association	
Item 5. Limits of Insurance:	\$ 1,000,000 \$ 100,000 \$ Excluded \$ 1,000,000 \$ 2,000,000 \$ 2,000,000	Each Occurrence Damage to Premises Rented to You Medical Expense Personal & Advertising Injury General Aggregate Products/Completed Operations Aggregate
Item 6. Locations, Classifications and Premium:	See: RNGL 1194 0322 Locations, Classifications and Premium Schedule	
Item 7. Annual Premium:	\$ 10,149 Rejected \$ 10,149 \$ 300 \$ 0 \$ 10,449	Policy Premium Terrorism Total Premium Company Fee Inspection Fee Advance Minimum and Deposit
Item 8. Forms and Endorsements:	Forms and Endorsements applying to this coverage are made a part of the policy at time of issue. See: RNIL 1034 0223 Schedule of Forms	
Item 9. Total Amount Due At Inception:	\$ 10,449	

This Declarations Page, together with the Policy and any endorsements shall constitute the contract between the First Named Insured and Richmond National Insurance Company.

11/08/2025

Date

By: 

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF LOCATIONS, CLASSIFICATIONS AND PREMIUMS

LOCATIONS

Location No.	ADDRESS OF ALL PREMISES YOU OWN, RENT OR OCCUPY
1	139 Sparrow Dr, Royal Palm Beach, FL 33411

CLASSIFICATION AND PREMIUM

Location No.	Classification	Code	Premium Base	Exposure	Rate	Advance Premium
All Scheduled Locations	Condominiums - residential - (association risk only)	62003	Per Unit	39	203.47	\$7,936
	Swimming Pools	48925	Per Pool	1	2213.40	\$2,213

TOTAL PREMIUM

\$ 10,149

☐ SUBJECT TO AUDIT ☒ NOT SUBJECT TO AUDIT



RICHMOND NATIONAL INSURANCE COMPANY FLORIDA POLICYHOLDER NOTICE

**SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT
APPROVED BY ANY FLORIDA REGULATORY AGENCY.**



IMPORTANT INFORMATION FOR FLORIDA POLICYHOLDERS

The state of Florida requires an insurer to make a telephone number available for policyholders to present inquiries or obtain information about coverage, and to provide assistance in resolving complaints.

In the event you need to contact someone about this insurance for any reason, please contact your agent. If no agent was involved in the sale of this insurance, or if you have any additional questions, you may contact the insurance company issuing this insurance at the following address and telephone number:

Richmond National Insurance Company

Legal Department

Call: (804) 256-0525

Email: legal@richmondnational.com

Mail: 11013 West Broad Street, Suite 300, Glen Allen, VA 23060

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Florida Department of Financial Services, Consumer Protection Division at:

Florida Department of Financial Services

Consumer Protection Division

Within the state of Florida: 1-877-693-5236

Outside the state of Florida: (850) 413-3089

**Operators will provide you with additional information
as to which particular office location and address to
mail in your complaints/concerns.**

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company, or the Florida Department of Financial Services, Consumer Protection Division, have your policy number available.

RICHMOND NATIONAL INSURANCE COMPANY

PRIVACY NOTICE

This privacy notice explains how we collect, use, share, and protect your personal information. We are committed to safeguarding your privacy, as we respect your right to privacy and promise to treat your personal information responsibly. We follow all data security laws and protect your information by using physical, technical, and procedural safeguards. We limit access to your information to those who need it. Our business partners are also legally bound to use your information for our purposes only.

Your application or information you provide in connection with a claim is our major source of information. However, in order to evaluate your application for insurance, to service your policy or to process a claim, we may ask for additional information about you and any person who will be insured under this policy or who is the subject of the claim. This is sometimes necessary to make certain that the statements on your application are accurate or to process the claim. We may also need more details than you have already given us.

INFORMATION WE COLLECT

We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications or other forms;
- Information about your transactions with us, our affiliates, or others; and/or
- Information we receive from consumer reporting agencies and inspection reports.

DISCLOSURE OF INFORMATION

We do not disclose any nonpublic personal information about our customers/claimants or former customers/claimants to anyone, except as permitted by law.

We may disclose nonpublic personal information about you to the following types of third parties:

- Service providers, such as insurance agents and/ or brokers and claims adjusters; and/or
- Other non-affiliated third parties as permitted by law.

CONFIDENTIALITY AND SECURITY OF PERSONAL INFORMATION

We restrict access to nonpublic personal information about our customers/claimants to those individuals who need to know that information to provide products and services to our customers/claimants or as permitted by law. We maintain physical, electronic, and procedural safeguards to guard your nonpublic personal information.

ADDITIONAL INFORMATION & CA RESIDENTS

If you have any questions about this privacy notice, please review our broader privacy policy and additional detail (including for California residents seeking review of personal information contained in our files) at: <https://www.richmondnational.com/privacy-policy/>

NOTICE

HOW TO REPORT A CLAIM

It is important that you report any claim, potential claim, loss, circumstance or incident directly to Richmond National Insurance Company. **Reporting a claim, potential claim, loss, circumstance or incident to an insurance agent or broker is not notice to Richmond National Insurance Company.** Failure to report directly to Richmond National Insurance Company may jeopardize coverage under the Policy. For more specific detail as to your reporting requirements please review your applicable policy.

New claims, potential claims, loss, circumstances or incidents can be reported by email, mail, online or phone at any time:

By E-mail:

newclaims@richmondnational.com

By Mail:

Richmond National Insurance Company
Attn: Claims Services
3951 Westerre Parkway, Suite 200
Richmond, VA 23233

Online:

www.richmondnational.com/claims/

*By Phone:

(804) 256-0525

***Please refer to your specific policy language for new claim reporting requirements.
Some policies require you to report all claims in writing only.**

For general claims questions, please call us at (804) 256-0525.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – OFAC AND OFAC RELATED LIABILITY

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

This insurance does not apply to any claim, suit, loss, injury, damage, cost or expense in any way based upon, directly or indirectly arising from, in any way related to, or in any way involving any actual or alleged advice, guidance, compliance, due diligence, administration, licensing, enforcement, reporting, procedures, violations, fines, penalties, transactions, or any other acts, errors, or omissions regulated by the Secretary of Treasury, Office of Foreign Assets Control (OFAC) as set forth in the Federal Statutes, Executive Orders, implementing regulations in Title 31 Chapter V of the Code of Federal Regulations, in the Federal Register, any state or local equivalent, and any similar law.

This exclusion applies regardless of whether any other actual or alleged cause contributed concurrently, initially, efficiently, proximately, or in any other sequence to such claim, suit, loss, injury, damage, cost or expense. This exclusion applies regardless of intent, and regardless of any other provision in the policy to the contrary.

In the event a claim or suit against the insured is excluded, then this exclusion shall apply to preclude coverage for the entirety of the claim or suit even if any portion of the claim or suit would have been covered or a duty to defend would have been owed in the absence of the excluded portion.

SCHEDULE OF FORMS AND ENDORSEMENTS

Name Insured: Royal Village Townhouse Condominium Association, Inc

Policy Number: RN-7-0515182

Form Number	Form Title
RNGL 1001 0924	COMMERCIAL GENERAL LIABILITY DECLARATIONS PAGE
RNGL 1194 0322	SCHEDULE OF LOCATION, CLASSIFICATIONS AND PREMIUMS
RNIL 1006 FL 0822	FLORIDA POLICY HOLDER NOTICE
RNIL 1025 FL 0924	IMPORTANT INFORMATION FOR FLORIDA POLICYHOLDERS
RNIL 1008 1021	PRIVACY NOTICE
RNIL 1009 0424	NOTICE HOW TO REPORT A CLAIM
RNIL 1005 1021	EXCLUSION- OFAC AND OFAC RELATED LIABILITY
RNIL 1034 0223	SCHEDULE OF FORMS AND ENDORSEMENTS
CG 00 01 04 13	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
RNGL 1004 1021	GENERAL LIABILITY DEDUCTIBLE ENDORSEMENT - DAMAGES AND EXPENSES
RNGL 1008 0124	COMMON POLICY CONDITIONS
RNGL 1005 1021	PREMIUM BASIS ENDORSEMENT
RNGL 1006 0225	PREMIUM AUDIT CONDITIONS AMENDED
RNGL 1007 0124	MINIMUM EARNED PREMIUM ENDORSEMENT
CG 00 68 05 09	RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION
CG 21 36 03 05	EXCLUSION - NEW ENTITIES
CG 21 44 04 17	LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT OR OPERATION
CG 21 47 12 07	EMPLOYMENT-RELATED PRACTICES EXCLUSION
RNIL 1001 1021	EXCLUSION - MOLD, FUNGUS, BACTERIA, VIRUS AND ORGANIC PATHOGENS
RNIL 1002 0424	EXCLUSION - VIRUS, DISEASE, INFECTIOUS AGENTS
RNIL 1003 1021	EXCLUSION - NUCLEAR ENERGY LIABILITY
RNIL 1004 0425	EXCLUSION - PFAS AND RELATED CHEMICALS
RNIL 1011 1021	ABSOLUTE POLLUTION, SILICA, ASBESTOS, LEAD AND RELATED LIABILITY
RNIL 1012 1021	EXCLUSION-ACCESS TO OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY
RNIL 1013 1021	SERVICE OF SUIT
RNIL 1015 1021	PROFESSIONAL SERVICES EXCLUSION
RNGL 1003 1121	EXCLUSION - MEDICAL PAYMENTS
RNGL 1010 0524	ADDITIONAL POLICY EXCLUSIONS
RNGL 1099 1021	EXCLUSION - NAMED INSURED VS NAMED INSURED
RNGL 1037 0923	ASSAULT, BATTERY AND ABUSE SUBLIMITS EXPENSE WITHIN LIMITS
RNGL 1085 1122	LIMITED COVERAGE FOR SWIMMING POOLS AND SPAS
RNGL 1089 1021	ANIMAL LIMITATION
RNGL 1092 1021	PERSONAL AND ADVERTISING INJURY LIMITATION
RNGL 1100 1021	CLASSIFICATION LIMITATION ENDORSEMENT

Form Number	Form Title
RNGL 1042 1021	EXCLUSION - LIQUOR LIABILITY
RNGL 1049 1021	MALWARE EXCLUSION
RNGL 1067 0222	EXCLUSION WORKPLACE-RELATED LIABILITY
RNGL 1080 1021	EXCLUSION - PROPERTY DAMAGE INVOLVING WATER
RNGL 1205 1022	EXCLUSION - DIRECTORS AND OFFICERS LIABILITY
RNGL 1229 1024	EXCLUSION - CONSTRUCTION ACTIVITIES ON INSURED PREMISES
CG 20 11 12 19	ADDITIONAL INSURED-MANAGERS OR LESSORS OF PREMISES
CG 20 18 12 19	ADDITIONAL INSURED-MORTGAGEE, ASSIGNEE OR RECEIVER
RNIL 1023 1021	CONFIRMATION OF REJECTION OF TERRORISM COVERAGE PURSUANT TO THE TERRORISM RISK INSURANCE ACT
CG 21 75 01 15	EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE US
CG 21 76 01 15	EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM
CG 21 84 01 15	EXCLUSION OF CERTIFIED NUCLEAR,BIOLOGICAL, CHEMICAL OR RADIOLOGICAL ACTS OF TERRORISM; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
RNIL 1000 0623	WAR AND TERRORISM EXCLUSION
RNIL 1007 1021	SIGNATURE ENDORSEMENT

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

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

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

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

- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

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

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

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

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

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

c. Liquor Liability

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

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

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

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

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

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

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

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

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

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

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

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

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

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

g. Aircraft, Auto Or Watercraft

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

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

This exclusion does not apply to:

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

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

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

h. Mobile Equipment

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

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

i. War

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

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

j. Damage To Property

"Property damage" to:

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

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

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

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

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

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

k. Damage To Your Product

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

l. Damage To Your Work

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

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

m. Damage To Impaired Property Or Property Not Physically Injured

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

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

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

n. Recall Of Products, Work Or Impaired Property

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

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

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

o. Personal And Advertising Injury

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

p. Electronic Data

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

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

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

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

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

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

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

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

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

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

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

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

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

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

b. Material Published With Knowledge Of Falsity

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

c. Material Published Prior To Policy Period

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

d. Criminal Acts

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

e. Contractual Liability

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

f. Breach Of Contract

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

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

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

h. Wrong Description Of Prices

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

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

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

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

j. Insureds In Media And Internet Type Businesses

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

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

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

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

k. Electronic Chatrooms Or Bulletin Boards

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

l. Unauthorized Use Of Another's Name Or Product

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

m. Pollution

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

n. Pollution-related

Any loss, cost or expense arising out of any:

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

o. War

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

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

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

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

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

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

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

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

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

c. Injury On Normally Occupied Premises

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

d. Workers' Compensation And Similar Laws

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

e. Athletics Activities

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

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

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

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

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

These payments will not reduce the limits of insurance.

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

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

 - (1)** Agrees in writing to:

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

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

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

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

SECTION II – WHO IS AN INSURED

- 1.** If you are designated in the Declarations as:

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

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage **C**;
- b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage **B**.

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

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

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

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

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

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

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

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

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

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

3. Legal Action Against Us

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

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

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

4. Other Insurance

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

a. Primary Insurance

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

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.
- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

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

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

5. Premium Audit

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

6. Representations

By accepting this policy, you agree:

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

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

7. Separation Of Insureds

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

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

9. When We Do Not Renew

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

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

SECTION V – DEFINITIONS

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

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

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

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

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

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

9. "Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

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

11. "Loading or unloading" means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

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

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

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

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

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

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

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

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

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

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

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

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

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

17. "Property damage" means:

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

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

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

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

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

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

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

21. "Your product":

a. Means:

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

b. Includes:

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

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

22. "Your work":

a. Means:

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

b. Includes:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY DEDUCTIBLE ENDORSEMENT – DAMAGES AND EXPENSES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Coverage	Amount and Basis of Deductible	
	PER CLAIM	PER OCCURRENCE
Bodily Injury Liability	\$	\$
AND/OR		
Property Damage Liability (Not Including Damage To Premises Rented To You)		
AND/OR		
Personal and Advertising Injury Liability		
AND/OR		
Damage To Premises Rented To You		
AND/OR		
Medical Payments		
AND/OR		
Bodily Injury Liability and/or Property Damage Liability and/or Personal and Advertising Injury Liability and/or Damage To Premises Rented To You and/or Medical Payments, combined		\$5,000

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

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to "claims expense" and damages for all "bodily injury", "property damage", "personal and advertising injury", damage to premises rented to you and medical payments however caused):

- A. Our obligation to pay "claims expense" and damages for Bodily Injury Liability, Property Damage Liability, Personal and Advertising Injury Liability, Damage to Premises Rented to You or Medical Payments applies only to the amount of "claims expense" and damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.
- B. We may select a deductible amount on either a "per claim" or a "per occurrence" basis. The deductible amount stated in the Schedule above applies as follows:

1. PER CLAIM BASIS. If the deductible amount indicated in the Schedule above is on a "per claim" basis, that deductible applies as follows:

- a. Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury" including "claims expense";

- b. Under Property Damage Liability Coverage, to all damages sustained by any one person or organization because of "property damage," except for property damage to premises rented to you, including "claims expense";
- c. Under Personal and Advertising Injury Liability Coverage, to all damages sustained by any one person or organization because of "personal and advertising injury" including "claims expense";
- d. Under Damage To Premises Rented To You Coverage, all damages to any one premises while rented to you, because of "property damage" including "claims expense";
- e. Under Medical Payments Coverage, to all medical expenses sustained by any one person including "claims expense"; or
- f. Under Bodily Injury Liability and/or Property Damage Liability and/or Personal and Advertising Injury Liability, and/or Damage To Premises Rented To You, and/or Medical Payments Coverages combined, to all injury, damage and medical expenses sustained by any one person or organization including "claims expense" as the result of any one "occurrence", offense or accident.

If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.

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

- a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury" including "claims expense";
- b. Under Property Damage Liability Coverage, to all damages because of "property damage" except for "property damage" to premises rented to you, including "claims expense";
- c. Under Personal and Advertising Injury Liability Coverage, to all damages and injury because of "personal and advertising injury" including "claims expense";
- d. Under Damage To Premises Rented To You Coverage, all damages to premises rented to you, because of "property damage" including "claims expense";
- e. Under Medical Payments Coverage, to all medical expenses because of an accident including "claims expense"; or
- f. Under Bodily Injury Liability and/or Property Damage Liability and/or Personal and Advertising Injury Liability, and/or Damage To Premises Rented To You, and/or Medical Payments Coverages combined, to all damage, injury, and medical expenses, including "claims expense" as the result of any one "occurrence", offense or accident, regardless of the number of persons or organizations who sustain damages because of that "occurrence," offense or accident.

- C. The terms of this insurance, including those with respect to:
1. Our right and duty to defend any "suits" seeking those damages; and
 2. Your duties in the event of an "occurrence", offense, claim, or "suit" apply irrespective of the application of the deductible amount.
- D. We may pay any part or all of the deductible amount on your behalf to effect settlement of any claim or "suit". This advance payment on your behalf will be invoiced to you and shall be promptly reimbursed to us within 30 days of the invoice date. Failure to reimburse us for deductible amounts paid on your behalf may result in policy cancellation as stated in the Common Policy Conditions.
- E. "Claims expense" means reasonable and necessary legal fees and expenses incurred by us or by an attorney appointed by us to investigate and/or defend any insured in connection with a covered claim or potential claim, including but not limited to the defense of any "suit", but does not include salaries, wages or benefits expenses of our regular employees.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMON POLICY CONDITIONS

ALL COVERAGE FORMS 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. Cancellation for nonpayment of premium is considered a request by the first Named Insured for cancellation of this Policy.
2. We may cancel this Policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of cancellation at least: (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or (b) 30 days before the effective date of cancellation if we cancel for any other reason.
3. Notice of cancellation will state the effective date of cancellation, and the Policy will end on that date.
4. If this Policy is cancelled, we will send the first Named Insured any premium refund due. The refund will be pro rata unless the cancellation is due to non-payment of premium, in which case the refund may be less than pro rata. However, if the first Named Insured cancels, the refund may be less than pro rata. The cancellation is effective regardless of whether we have made or offered a refund.
5. If a policy fee or company fee is applicable to this Policy, it is fully earned at the policy inception date and not refundable.

The provisions of this section apply to this Policy unless otherwise required under applicable law or amended by endorsement.

B. NON-RENEWAL

If we elect not to renew this Policy, we shall mail written notice to the first Named Insured's last mailing address known to us. Such written notice of non-renewal shall be mailed at least 30 days prior to the end of the policy term. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. CHANGES

This Policy contains all the agreements concerning the insurance afforded by us. The first Named Insured shown in the Declarations is authorized to make changes to the terms of this Policy but only 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.

D. TERMS, CONDITIONS AND PREMIUMS

The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums we pay. On each renewal, continuation, or anniversary of the effective date of the Policy or on an annual basis, the Company will determine the rate and premium and may amend the terms and conditions of the Policy in accordance with the rates and rules then in effect.

E. 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.

F. 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. 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.

G. TRANSFER OF RIGHTS

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

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.

H. WARRANTIES AND REPRESENTATIONS

By accepting this Policy, you and all other Insureds agree:

1. The statements in the Declarations are accurate and complete; and
2. That the information in the application is all true, material to the acceptance of the risk by us and that this Policy is issued in reliance upon the truth of all of those representations; and

3. If the application contains misrepresentations or omissions, then this Policy is voidable by us.

I. DUTY TO DEFEND

Where there is no coverage under this Policy, there is no duty to defend.

J. BINDING ARBITRATION

We and all Insureds agree that any dispute based upon, directly or indirectly arising from, in any way related to, or in any way involving rights and duties under this Policy shall be resolved by binding arbitration, which shall be the sole and exclusive means to resolve any and all disputes. Either party may initiate binding arbitration. The arbitration forum and process shall be agreed to by the parties, but if the parties are unable to reach agreement, the matter shall be submitted to the American Arbitration Association ("AAA") and governed by the Commercial Arbitration Rules of the AAA. The arbitration will be decided by a panel of 3 arbitrators, unless the parties agree to one arbitrator. If the parties select a panel of 3 arbitrators, each party shall select an arbitrator and the chosen arbitrators shall select a third arbitrator. The decision of the arbitrators shall be final and binding on the parties. Each party shall bear its own fees and costs relating to the arbitration proceedings regardless of the outcome. This provision can only be invoked to the extent permitted in the jurisdiction in which the claim was made or where the Insured is domiciled.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMIUM BASIS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following symbols may be entered under the Premium Base column of the Declarations. These symbols may be entered under the premium base used for determining your premium. The following is a definition of these symbols when used as a premium base.

The premium bases in our rules are as follows:

1. Acres

The total amount of acreage at insured premises.
The rates apply per acre.

2. Admissions (premium basis symbol “m”) means:

The total number of persons, other than your “employees”, admitted to the insured event or to events conducted on the premises whether based upon paid admissions, tickets, complimentary tickets or passes.

The rates apply per 1,000 admissions.

3. Area (premium basis symbol “a”) means:

The total number of square feet of floor space at the insured premises, computed as follows:

a. For entire buildings, by multiplying the product of the horizontal dimensions of the outside of the outer building walls by the number of floors, including basements, but not the area of the following:

(1) Courts and mezzanine types of floor openings.

(2) Portions of basements or floors where 50% or more of the area is used for shop or storage for building maintenance, dwelling by building maintenance “employees”, heating units, power plants or air-conditioning equipment.

b. For tenants, determine the area they occupy in the same manner as for entire buildings.

The rates apply per 1,000 square feet of area.

4. Each (premium basis symbol “t”) means:

This basis of premium involves units of exposure. The quantity comprising each unit of exposure is described in the Declarations, such as “per person”.

The rates apply per each unit of exposure.

5. Gross Sales (premium basis symbol “s”) means:

- a. The gross amount charged by you, your concessionaires or by anyone trading under your name for:
 - (1) All goods or products, sold or distributed;
 - (2) Operations performed during the policy period;
 - (3) Rentals; and
 - (4) Dues or fees.
- b. The following items shall not be deducted from Gross Sales:
 - (1) Foreign exchange discounts;
 - (2) Freight allowance to customers;
 - (3) Total sales of consigned goods and warehouse receipts;
 - (4) Trade or cash discounts;
 - (5) Bad debts; and
 - (6) Repossession of items sold on installments (amount actually collected).
- c. The following items shall be deducted from Gross Sales:
 - (1) Sales or excise taxes which are collected and submitted to a governmental division;
 - (2) Credits for repossessed merchandise and products returned;
 - (3) Allowances for damaged and spoiled goods;
 - (4) Finance charges for items sold on installments;
 - (5) Freight charges on sales if freight is charged as a separate item on customers invoice;
 - (6) Royalty income from patent rights or copyrights which are not product sales;

The rates apply per \$1,000 of Gross Sales.

6. Payroll (premium basis symbol “p”) means:

Remuneration, which means money or substitutes for money.

- a. Payroll includes the following items:
 - (1) Commissions;
 - (2) Bonuses;
 - (3) Extra pay for overtime work;
 - (4) Pay for holidays, vacations or periods of sickness;

- (5) Payment by an employer of amounts otherwise required by law to be paid by “employees” to statutory insurance or pension plans, such as the Federal Social Security Act;
- (6) Payment to “employees” on any basis other than time worked, such as piecework, profit sharing or incentive plans;
- (7) Payment or allowance for hand tools or power tools used by hand provided by “employees” and used in their work or operations for the insured;
- (8) The rental value of an apartment or a house provided for an “employee” based on comparable accommodations.
- (9) The value of lodging, other than an apartment or house, received by “employees” as part of their pay, to the extent shown in the insured's records;
- (10) The value of meals received by “employees” as part of their pay to the extent shown in the insured's records;
- (11) The value of store certificates, merchandise, credits or any other substitute for money received by “employees” as part of their pay;
- (12) The payroll of mobile equipment operators and their helpers, whether or not the operators are designated or licensed to operate automobiles. If the operators and their helpers are provided to the insured along with equipment hired under contract and their actual payroll is not known, we will use 1/3 of the total amount paid out by the insured for the hire of the equipment;
- (13) The payroll of executive officers of a corporation and individual insureds and co-partners.
- (14) Fees paid to employment agencies for temporary personnel provided to the insured.

b. The following are excluded from payroll:

- (1) Tips and other gratuities received by “employees”.
- (2) Payments by an employer to group insurance or group pension plans for “employees”, other than payments covered by Paragraph (6)(a) vi., above.
- (3) The value of special rewards for individual invention or discovery;
- (4) Dismissal or severance payments except for time worked or accrued vacation;

The rates apply per \$1,000 of payroll.

7. Total Operating Expenditures (premium basis symbol “o”): means:

Total expenditures (including endowments, grants, contributions and shared revenue) during the policy period, including accounts payable.

The rates apply per \$1,000 of Total Operating Expenditures.

8. Units (premium basis symbol “u”) means:

A single room or group of rooms intended for occupancy as separate living quarters by a family, by a group of unrelated persons living together, or by a person living alone.

The rates apply per each unit.

9. Total Cost means:

The total cost of all work let or sublet in connection with each specific project including:

- a. The cost of all labor, materials, and equipment furnished, used or delivered for use in the execution of work.
- b. All fees, bonuses or commissions made, paid or due.

The rates apply per \$1,000 of total cost.

10. Gallons

The total number of gallons of a liquid, plasma, gas or compressed gas sold or delivered.

The rates apply per 1,000 gallons.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMIUM AUDIT CONDITIONS AMENDED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM

SECTION IV-COMMERCIAL GENERAL LIABILITY CONDITIONS, Item 5. Premium Audit and **SECTION IV-LIQUOR LIABILITY CONDITIONS**, Item 5. Premium Audit are deleted and replaced with the following:

5. Premium Audit

- a. We will compute all premiums for this Coverage Form in accordance with our rules and rates.
- b. Premium shown in this Coverage Form 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.
- 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. We have the right, but not the obligation, to conduct a physical audit of records needed for premium computation after the expiration of this policy.
- d. Your refusal to maintain or provide needed records, or to allow us to conduct a physical audit of needed records, will result in our developing and calculating a final audit premium based on information available to us without your cooperation. If a final Premium Audit calculated without your cooperation results in additional premium due to us, you are obligated to pay such additional premium. Failure to cooperate with an audit may result in the cancellation of any additional or subsequent policy issued and in effect with us at our sole discretion.
- e. If we determine, whether by audit of your books and records, or otherwise, that you are conducting operations not scheduled on this Policy, we may add the appropriate classifications and compute the rates and premiums in accordance with our rules and rates in effect on the inception date of this policy, unless coverage has been restricted to "designated operations."
 - (1) If the actual earned premium generated as a result of an audit for the policy period is less than the advance premium, such advance premium is the minimum premium for the policy period indicated and is not subject to adjustment.
 - (2) If the actual earned premium generated as a result of an audit for the policy period is greater than the advance premium, then a final premium adjustment endorsement will be issued. The additional premium amount shown on the final premium adjustment endorsement is due and payable to us upon notice to the first Named Insured.
- f. Failure to pay any additional premium due resulting from a Premium Audit when due may result in the cancellation of any additional or subsequent policy in effect with us for nonpayment of premium at our sole discretion.

- g. Any additional or subsequent policy in effect after the term of this Policy with us shall be subject to adjustment of its rating base based on the Premium Audit, at our sole discretion.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM ENDORSEMENT

The following modifies all coverage forms and coverage parts attached to this policy.

ALL COVERAGE FORMS

Cancellation and Non-Renewal provisions **A.** and **B.** of the **COMMON POLICY CONDITIONS** form are hereby amended to include the following:

This endorsement sets forth the minimum earned premium for the policy.

1. The minimum premium for the policy period is 100% of the total policy premium as shown on the policy declarations page plus any premium adjustment by endorsements and any additional premium developed by premium audit.
2. Premium audits of policy resulting in a return premium will not reduce the minimum as stated in paragraph 1.
3. If this policy is cancelled, and policy is not subject to premium audit, there will be a Minimum Earned Premium retained by us of 25% of the minimum premium described in paragraph 1.
4. If this policy is cancelled, and policy is subject to premium audit, the earned premium will be determined by final premium audit. In no event will the earned premium be less than 25% of the minimum premium as described in paragraph 1.
5. If a policy fee or company fee is applicable to this policy, it is fully earned at the policy inception date and not refundable.

The provisions of this section apply to this Policy unless otherwise required under applicable law or amended by endorsement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

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 Transaction 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.

- B. Exclusion **p.** of Paragraph 2. **Exclusions** of Section I – **Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

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 Transaction 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – NEW ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT OR OPERATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Premises:

Per schedule of locations listed on RNGL 1194 0322.

Project Or Operation:

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

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

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

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

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

(a) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or

(b) Arises out of the project or operation shown in the Schedule;

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

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

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

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

(1) The offense arises out of your business:

(a) Performed on the premises shown in the Schedule; or

(b) In connection with the project or operation shown in the Schedule; and

(2) The offense was committed during the policy period.

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

(1) False arrest, detention or imprisonment; or

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

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

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

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

(1) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or

(2) Arises out of the project or operation shown in the Schedule;

provided that:

(a) The accident takes place during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

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

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

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

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

(a) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or

(b) Arises out of the project or operation shown in the Schedule;

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

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

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

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

(1) The offense arises out of your business:

(a) Performed on the premises shown in the Schedule; or

(b) In connection with the project or operation shown in the Schedule;

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

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

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

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

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

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

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

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

provided that:

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

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 – MOLD, FUNGUS, BACTERIA, VIRUS AND ORGANIC PATHOGENS

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

This insurance does not apply to any claim, suit, loss, injury, damage, cost or expense, whether actual or alleged, in any way based upon, directly or indirectly arising from, in any way related to, or in any way involving the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape, contamination, growth, inhalation, ingestion, absorption of or exposure to:

- a. any organic irritant or contaminant, including but not limited to mold, fungus, lichen, virus, bacteria or other living or dead or growing organism that has any toxic, hazardous, noxious, pathogenic, irritating or allergen qualities, including but not limited to all of their byproducts such as mycotoxins, mildew, or biogenic aerosols;
- b. any toxic, hazardous, noxious, irritating, pathogenic or allergen qualities or characteristics of indoor air regardless of cause;
- c. any insured's use, sale, installation or removal of any substance, material, or other product that is either alleged or deemed to be hazardous, toxic, irritating, pathogenic or noxious in any way, or contributes in any way to an allergic reaction; or
- d. any toxic or hazardous properties of minerals, animal or avian wastes or feces or other substances.

This exclusion includes but is not limited to:

- a. any injury or damage for the diminution in value, loss of market value, loss of use, or for taking, use or acquisition or interference with the rights of others in or on property or air space, or any other type injury or expense;
- b. any fines and penalties arising out of any governmental order, direction or request, or by any private party or citizen regarding testing, monitoring, clean up, removal, containment, treatment, detoxification or neutralization.

This exclusion applies regardless of whether or not such actual, alleged or threatened existence, discharge, dispersal, seepage, migration, release, escape, contamination, growth, inhalation, ingestion, or absorption of or exposure to was sudden, accidental or gradual in nature, and regardless of whether intentionally caused or not.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – VIRUS, DISEASE, INFECTIOUS AGENTS

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

This insurance does not apply to any claim, suit, loss, injury, damage, cost or expense, whether actual or alleged, in any way based upon, directly or indirectly arising from, in any way related to, or in any way involving any actual or alleged:

- a. growth, proliferation, transmission, spread, or presence of any virus, bacterium, fungi, pathogen, parasite, helminth, prion, protozoa, or any other infectious agent, or the fear or threat (whether actual or perceived) of any of the foregoing, including but not limited to human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS), Legionnaires' disease, SARS-CoV-2, influenza, methicillin resistant staphylococcus aureus (MRSA), tuberculosis (TB), severe acute respiratory syndrome (SARS), and middle east respiratory syndrome (MERS).

This exclusion applies regardless of the theory of liability against the insured, including but not limited to: supervision, placement, hiring, employment, training, or monitoring of, testing for, failure to prevent the spread of, failure to report, failure to warn, lack of or inadequacy of personal protective equipment (PPE), wrongful termination, wrongful demotion, or wrongful discrimination.

This exclusion applies whether or not the cause or event occurs suddenly or gradually, is isolated or widespread, or arises from natural or external forces.

This exclusion applies regardless of whether any other actual or alleged cause contributed concurrently, initially, efficiently, proximately, or in any other sequence to such claim, suit, loss, injury, damage, cost or expense. This exclusion applies regardless of intent, and regardless of any other provision in the policy to the contrary.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - NUCLEAR ENERGY LIABILITY

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

- I. This insurance does not apply to liability:
 - a. If an insured under this 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 the termination upon exhaustion of any policy's limit of liability; or
 - b. Resulting from the hazardous properties of nuclear material which (a) any person or organization is required to maintain financial protection under the Atomic Energy Act of 1954 or any amendment, or (b) the insured is, or had this policy not been issued, would be entitled to indemnity under any agreement entered into by the United States of America, including any agency, person or organization.
- II. To liability resulting from any hazardous properties of nuclear material, if:
 - a. The nuclear material:
 - 1. is at any nuclear facility owned by, or operated by or on behalf of, an insured; or
 - 2. has been discharged or dispersed therefrom;
 - 3. 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
 - b. The liability arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion applies only to property damage to such nuclear facility and any property there.
- III. As used in this endorsement:
 - a. Hazardous properties includes radioactive, toxic or explosive properties.
 - b. Nuclear material means source material, special nuclear material or by-product material.
 - c. Source material, special nuclear material and by-product material have the meanings given them in the Atomic Energy Act of 1954 or in any amendment.

- d. Spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor.
- e. Waste means any waste material:
 - 1. containing by-product material; and
 - 2. 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.
- f. Nuclear facility means:
 - 1. Any nuclear reactor;
 - 2. Any equipment or device designed or used for
 - (a) separating the isotopes of uranium or plutonium;
 - (b) processing or utilizing spent fuel; or
 - (c) handling, processing or packaging waste;
 - 3. 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, or more than 250 grams of uranium 235;
 - 4. 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.
- g. 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.
- h. Injury or damage includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - PFAS AND RELATED CHEMICALS

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

In consideration of the premium charged, the following exclusion is added to this policy:

This insurance does not apply to any claim, suit, loss, injury, damage, cost or expense in any way based upon, directly or indirectly arising from, in any way related to, or in any way involving, in whole or in part, any actual or alleged "PFAS and Related Chemicals".

This exclusion applies regardless of whether any "PFAS and Related Chemicals" are or are alleged to be the initial precipitating or proximate cause or are in any other way a cause or alleged cause of any claim, suit, loss, injury, damage, cost or expense and regardless of whether any other actual or alleged cause contributed concurrently, proximately, or in any other sequence to such claim, suit, loss, injury, damage, cost or expense, including regardless of whether any actual or alleged claim, suit, loss, injury, damage, cost or expense arises out of a chain of events that include "PFAS and Related Chemicals".

This exclusion applies regardless of intent or lack of intent by any insured or any other party. This exclusion applies regardless of any other policy provision to the contrary and does not suggest that other policy provisions, including but not limited to any pollution exclusion(s) or exclusions in any applicable underlying insurance(s), do not exclude coverage for any claim, suit, loss, injury, damage, cost or expense in connection with any and all "PFAS and Related Chemicals".

B. The following definition is added to this policy:

"PFAS and Related Chemicals" means, refers to, and includes, but is not limited to, the approximately 15,993 chemicals identified by the United States Environmental Protection Agency in its PFAS Structures List and its PFAS Chemicals Without Explicit Structures List, together referred to as the "EPA Master List", including but not limited to any federal, state or local governmental or non-governmental functional equivalent thereof, and any amendments or additions to the EPA Master List, including but not limited to any federal, state or local governmental or non-governmental functional equivalent thereof, along with any precursors or derivatives, additives, homologues, parent or daughter compounds, breakdown products or byproducts, impurities, and/or degradation products (degradants), and also includes, but is not limited to any and all per- and poly-fluoroalkyl substances and their chemical precursors and degradants, PFOA or PFOS, HFPO-DA, saturated and unsaturated fluorinated moieties, trifluoroacetic acid (TFA), fluorinated gases (F-gases), as well as all products manufactured with, containing such substances, precursors or derivatives, additives, homologues, parent or daughter compounds, breakdown products or byproducts, impurities and/or degradants or having such substances, precursors or degradants applied or introduced. PFAS and Related Chemicals also includes any PFAS substitute or replacement materials, including but not limited to any Gen-X chemicals, defined as chemical compounds such as C₆H₄F₁₁NO₃, C₃ Dimer Acid, Hexafluoropropylene oxide dimer acid, HFPO Dimer Acid or Ammonium perfluoro (2-methyl-3-oxahexanoate), and any salt, organic molecule, free radical or ion with a chemical make-up including a perfluorinated methyl group or perfluorinated methylene group including their precursors or derivatives, additives, homologues, parent or daughter compounds, breakdown products or byproducts, impurities, and/or degradation products (degradants).

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ABSOLUTE POLLUTION, SILICA, ASBESTOS, LEAD AND RELATED LIABILITY

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

This insurance does not apply to any claim, suit, loss, injury, damage, cost or expense, whether actual or alleged, in any way based upon, directly or indirectly arising from, in any way related to, or in any way involving the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape, contamination, growth, inhalation, ingestion, or absorption of or exposure to "pollutants", "silica", asbestos, or lead at any time, including but not limited to:

- a. "Bodily injury", "personal and advertising injury", "property damage" or any other injury or damage for the diminution in value, loss of market value, loss of use, or for taking, use or acquisition or interference with the rights of others in or on property or air space, or any other type injury or expense; or
- b. Loss, cost, expense, fines, or penalties arising out of any (i) request, demand, order, statutory or regulatory requirement, governmental authority or directive that of any private party or citizen action that any insured, or others, test for, monitor, clean up, remove, abate, remediate, contain, treat, detoxify or neutralize or in any way respond to, or assess the effects of "pollutants", environmental impairments, contaminants, "silica", asbestos, or lead; (ii) any litigation or administrative procedure in which any insured or others may be involved as a party as a result of actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or placement of "pollutants", environmental impairments, contaminants, "silica", asbestos, or lead into or upon land, premises, buildings, the atmosphere, any water course, body of water, aquifer or ground water, whether sudden, accidental or gradual in nature or not, and regardless of when; or (iii) any 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", environmental impairments, contaminants, "silica", asbestos, or lead;
- c. "Pollutants", pollution, environmental impairment, contamination, "silica", asbestos, lead or any other expense or obligation to share damages with or repay anyone else who must pay damages arising out of or in any way involving "pollutants", "silica", asbestos, or lead. All liability and expenses arising out of or related to any form of "pollutant", "silica", asbestos, or lead, whether intentional or otherwise and whether or not any resulting injury, damage, devaluation, cost or expense is expected by any insured or any person or entity, are totally excluded from this policy.

For purposes of this endorsement, the following definitions are added:

"Pollutants" means any solid, liquid, gaseous, fuel, lubricant, thermal, acoustic, electrical, or magnetic irritant or contaminant, including but not limited to smoke, vapor, soot, lead, fumes,

fibers, radiation, acid, alkalis, radon, combustion byproducts, petroleum, chemicals, toxins or "waste" from any source whatsoever. Examples of pollutants include, but are not limited to, diesel, kerosene, and other fuel oils, carbon monoxide, and other exhaust gases, mineral spirits, and other solvents, tetrachloroethylene, perchloroethylene (PERC), trichloroethylene (TCE), methylene chloroform, and other dry cleaning chemicals, chlorofluorocarbons, chlorinated hydrocarbons, adhesives, pesticides, insecticides, and all substances specifically listed, identified, or described by the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Priority List Hazardous Substances (1997 and all subsequent editions), the Agency for Toxic Substances and Disease Registry ToxFAQs, and the U.S. Environmental Protection Agency EMCI Chemical References Complete Index.

"Silica" means silica in any form and any of its derivatives, including but not limited to silica dust, silicon dioxide, crystalline silica, quartz, or non-crystalline (amorphous) silica.

"Waste" includes medical waste, biological infectants, and all other materials to be disposed of, recycled, stored, reconditioned or reclaimed.

This exclusion applies regardless of whether the "pollutant", "silica", asbestos, or lead has a function in, or is used by you in your business, operations, premises, site or location.

If this policy already includes a pollution exclusion or definition of "pollutant", they are fully deleted and replaced by this endorsement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ACCESS TO OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

- I. This insurance does not apply to any claim, “suit”, loss, “bodily injury”, “property damage”, “personal and advertising injury”, any other injury, damage, cost or expense in any way based upon, directly or indirectly arising from, in any way related to, or in any way involving:
 - a. 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, “biometric data,” or any other type of nonpublic information; or
 - b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate “electronic data”; or
 - c. 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, regardless of whether incurred by the insured or any other person or entity.
- II. For purposes of this endorsement:
 - a. “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. “Biometric data” means any measurement, signature, or geometry related to a person's physical characteristics, including but not limited to fingerprints, palmprints, voiceprints, facial, retinal, or iris measurements or geometry.

These exclusions apply to any claim, “suit”, loss, “bodily injury”, “property damage”, “personal and advertising injury”, any other injury, damage, cost, or expense regardless of whether any other actual or alleged cause contributed concurrently, proximately, or in any other sequence to such claim, “suit”, loss, “bodily injury”, “property damage”, “personal and advertising injury”, any other injury, damage, cost or expense. These exclusions apply regardless of any provision in the policy to the contrary.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RICHMOND NATIONAL INSURANCE COMPANY

SERVICE OF SUIT

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, Richmond National Insurance Company, at the request of the Named Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court. Nothing in this clause constitutes or should be understood to constitute a waiver of Richmond National Insurance Company's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon the registered agent for service of process of Richmond National Insurance Company, and that in any suit instituted against Richmond National Insurance Company upon this policy, Richmond National Insurance Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Richmond National Insurance Company hereby designates the Superintendent, Commissioner or Director of Insurance or other official specified for that purpose in the statute, or his/her successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Named Insured or any beneficiary hereunder arising out of this policy, and hereby designates the above-named as the person to whom the said officer is authorized to mail such process or a true copy of such process.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL SERVICES EXCLUSION

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

This insurance does not apply to any claim, suit, loss, injury, damage, cost or expense, whether actual or alleged, in any way based upon, directly or indirectly arising out of, in any way related to, or in any way involving professional malpractice, errors, omissions or acts of any type including the rendering or failure to render any type of professional service.

This exclusion includes, but is not limited to, expenses or any obligation to share damages with or repay anyone else who must pay damages from those professional services, unless a premium for professional liability coverage was collected by us and that coverage was specifically endorsed onto the policy as being covered. This exclusion applies regardless of whether the professional services were performed by the insured or on the insured's behalf.

This exclusion applies regardless of whether any other actual or alleged cause contributed concurrently, initially, efficiently, proximately, or in any other sequence to cause such claim, suit, loss, injury, damage, cost or expense.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EXCLUSION - MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The policy is hereby amended as follows:

1. **Section I – Coverage C – Medical Payments** does not apply and none of the references to it in the Coverage Part apply.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL POLICY EXCLUSIONS

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

The following exclusions are added to this Policy:

CONTINUOUS AND PROGRESSIVE INJURY AND DAMAGES EXCLUSION

This insurance does not apply to any claim or "suit" in any way based upon, directly or indirectly arising from in any way related to, or in any way involving "bodily injury," "property damage" or "personal and advertising injury":

1. Which first existed, or are alleged to have first existed, prior to the inception date of this policy, or before the retroactive date of this policy if applicable;
2. Which are, or are alleged to be, in the process of taking place prior to the inception date of this policy, or before the retroactive date of this policy if applicable, even if the actual or alleged "bodily injury," "property damage," or "personal and advertising injury" continues during this policy period; or
3. Which were caused, or are alleged to have been caused, by a defect, deficiency, inadequacy or condition which first existed prior to the inception date of this policy, or before the retroactive date of this policy applicable.

This exclusion applies regardless of whether such "bodily injury", "property damage", "personal and advertising injury", defect, deficiency, inadequacy or condition is or was known to any insured.

However, this exclusion does not apply to "bodily injury", "property damage", or "personal and advertising injury" which occurs or is alleged to have occurred in the state of Colorado and was unknown by you prior to the policy period.

DISCRIMINATION EXCLUSION

This insurance does not apply to any claim or "suit" in any way based upon, directly or indirectly arising from, in any way related to, or in any way involving discrimination of any kind, including but not limited to discrimination on the basis of age, color, race, gender, gender identification, religion, creed, national origin, marital status, handicap, disability, or sexual preference. This exclusion applies whether the discrimination is actual or alleged and includes but is not limited to any expenses or obligation to share damages with or repay another who must pay damages as a result of discrimination.

FIDUCIARY EXCLUSION

This insurance does not apply to any claim or "suit" in any way based upon, directly or indirectly arising from, in any way related to, or in any way involving:

1. Coercion, conversion or misappropriation of funds or property of others by anyone;

2. Dishonest, fraudulent, criminal or malicious acts or omissions by any insured, or
3. Activities or operations performed by any insured in the capacity as a fiduciary.

DAMAGES LIMITATION

This insurance does not apply to any:

1. Civil or criminal fines, sanctions, or penalties, whether imposed pursuant to statute, common law or otherwise; or
2. Judgments or awards arising from acts or omissions deemed uninsurable by law; or
3. Restitution, disgorgement, repayment, or return of any consideration paid to any insured; or
4. Disputed fees or any actual or alleged personal profit or advantage to which an insured is not legally entitled; or
5. Any equitable, non-pecuniary relief or similar damages.

This exclusion includes all related costs, expenses, and interest associated with 1. through 5. above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - NAMED INSURED VERSUS NAMED INSURED

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

The following exclusion is added to this Policy:

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury", loss, cost or expense, whether actual or alleged, in any way based upon, directly or indirectly arising from, in any way related to, or in any way involving any claim or "suit" brought by any Named insured against any other Named Insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASSAULT, BATTERY AND ABUSE SUBLIMITS – EXPENSE WITHIN LIMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM

SCHEDULE A – Coverage Form(s) and Sublimit(s)

Applicable Coverage Form	Sublimit(s) of Insurance	
Commercial General Liability	PER OCCURRENCE:	\$50,000
	AGGREGATE:	\$50,000
Liquor Liability	PER COMMON CAUSE:	N/A
	AGGREGATE:	N/A

A. The amounts shown in SCHEDULE A above are the most we will ever pay for “claims expense” and sums that the insured becomes legally obligated to pay as damages because of “bodily injury”, “property damage”, “personal and advertising injury”, loss, “injury”, damage, cost or expense, whether actual or alleged, in any way based upon, directly or indirectly arising from, in any way related to, or in any way involving “assault and battery”, whether provoked or unprovoked, including but not limited to:

1. “Assault and battery” between two or more persons, whether caused by, or at the instigation, instruction, direction or due to the negligence of the insured, the insured’s employees, agents, patrons, customers, or any other person arising, and from any cause whatsoever;
2. The prevention or suppression, or the failure to suppress or prevent any “assault, and battery”;
3. The failure to provide an environment safe from any “assault and battery”, , the failure to provide adequate security, or the failure to warn of the dangers of the environment that could contribute to any “assault and battery”;
4. The reporting or failure to report to the proper authorities;
5. Conducting or failing to conduct an investigation of any “assault and battery”;
6. Providing or failing to provide first aid, medical treatment or otherwise handling or responding after there has been an “assault and battery”;
7. Caused by, arising out of or resulting from the intoxication of any person;

8. The negligent hiring, employment, training, supervision, or retention by the insured of anyone regarding items 1. through 7. above.

This endorsement applies regardless of fault or intent, and regardless of the particular cause of action pled against an insured. This endorsement applies to any claim or "suit" where any actual or alleged injury or damage arises out of a chain of events that includes "assault and battery", sexual abuse, sexual assault, sexual harassment, intimidation, verbal abuse, harmful or offensive conduct, or threat, regardless of whether any other actual or alleged cause contributed concurrently, initially, efficiently, proximately, or in any other sequence to such claim, "suit", "bodily injury", "property damage", "personal and advertising injury", loss, "injury", damage, cost or expense. This endorsement applies regardless of the actual or alleged use of reasonable force to protect persons or property or whether anyone was actually or allegedly acting in self-defense.

This exclusion applies regardless of any other provision in the policy to the contrary.

B. For purposes of this endorsement, the following definitions are added:

1. "Assault and battery" means assault, battery, harmful or offensive contact or threat, sexual abuse, sexual assault, sexual harassment, intimidation, verbal abuse, or any harmful or offensive contact between two or more persons, whether provoked or unprovoked, including but not limited to the ownership, sale, rental, maintenance, use or discharge of any "firearm" or "weapon" by anyone.
2. "Firearm" means any device capable of expelling or propelling one or more projectiles by the action of an explosive, combustible propellant, compressed air, or other means, including, but not limited to pistols, rifles, or guns.
3. "Weapon" means any instrument that can be or is utilized in an offensive or defensive nature to injure, damage or harm and includes, but is not limited to, batons, bows or crossbows, arrows, knives, mace, stun guns, or swords.
4. "Claims expense" means reasonable and necessary legal fees and expenses incurred by us or by an attorney appointed by us to investigate and/or defend any insured in connection with a covered claim or potential claim. "Claims expense" shall include investigations, adjustment and legal expenses, interests and fees, including court costs and premiums on bonds. "Claims expense" does not include salaries of our regular employees.

C. The Sublimit(s) of Insurance listed in **SCHEDULE A** is(are) not in addition to the Limits of Insurance shown in the Commercial General Liability Declarations or the Liquor Liability Coverage Declarations, but specifically sublimit and replace the Limits of Insurance shown in those Declarations.

Any "claims expense" arising from any claim or "suit" to which this endorsement applies and incurred by us shall be included within the Sublimit(s) of Insurance in the above **SCHEDULE A** and shall not be paid in addition to such Sublimit(s) of Insurance. Our duty to defend any claim or "suit" or to pay any settlement or judgment or defense costs ends after we have paid our applicable Sublimit of Insurance as forth in the above **SCHEDULE A**. All "claims expense" shall first be subtracted from the Sublimit(s) of Insurance with the remainder, if any, being the amount available to pay damages. If the applicable Sublimit(s) of Insurance is exhausted by the payment of settlements, judgments, awards and/or defense costs prior to final settlement, judgment or award, we shall have the right to withdraw from any further defense by tendering control of the defense of the "suit" to you. Any payments made under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** will reduce the Sublimit(s) of Insurance.

D. When this endorsement applies to the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**, as shown in **SCHEDULE A** above, **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, paragraph a. is deleted in its entirety and replaced with the following:

a. Expected Or Intended Injury

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

E. When this endorsement applies to the **LIQUOR LIABILITY COVERAGE FORM**, as shown in **SCHEDULE A** above:

1. The terms "bodily injury" and "property damage" in this endorsement are replaced by the term, "injury" and the term "personal and advertising injury" does not apply.

2. The following is added to section A. of this endorsement:

9. The intoxication of any person.

3. **SECTION I LIQUOR LIABILITY COVERAGE 2. Exclusions**, paragraph a. is deleted in its entirety and replaced with the following:

a. Expected Or Intended Injury:

"Injury" expected or intended from the standpoint of any insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED COVERAGE FOR SWIMMING POOLS AND SPAS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A. This insurance does not apply to any claim, "suit", "bodily injury", "property damage", "personal and advertising injury", offense, loss, cost or expense, whether actual or alleged, in any way related to, directly or indirectly arising out of, or in any way involving the ownership, maintenance or use of any swimming pool or spa, unless at the time of the "occurrence" or offense, the swimming pool or spa has:
1. Trained and certified lifeguards on duty during all hours of operation, or in their absence, prominently displayed signage stating:
 - (a) Hours of operation for the swimming pool or spa;
 - (b) "Lifeguard Not Present, Swim At Own Risk"; and
 - (c) All other safety and warning notices required by applicable law or ordinance;
 2. Complete fencing surrounding the swimming pool or spa area that meets the minimum requirements of any applicable law or ordinance, with a gate that is secured when the swimming pool or spa is not in operation;
 3. Lifesaving equipment that is accessible within the swimming pool and spa area as required by applicable law or ordinance;
 4. Clearly marked water depths; and
 5. Anti-entrapment drain covers and fittings conforming to current standards of the Virginia Graeme Baker Pool and Spa Safety Act, or any other applicable law or ordinance.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ANIMAL LIMITATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to any claim, "suit", "bodily injury", "property damage", "personal or advertising injury", loss, damage, cost or expense whether actual or alleged, in any way based upon, directly or indirectly arising out of, in any way related to, or in any way involving an animal(s) owned by or in the care, custody or control of any insured, or any animal while on any insured's premises, regardless of the animal's ownership.

This exclusion applies regardless of the theory of liability against the insured, and whether any other actual or alleged cause contributed concurrently, initially, efficiently, proximately, or in any other sequence to cause such claim, "suit", loss, injury, damage, cost or expense.

However, the above exclusion does not apply to:

1. Any dog or cat that weighs less than 35 pounds and is owned, maintained, harbored or otherwise in the care of you or your resident(s) or tenant(s), as a pet; or
2. Any guide, signal or service animal used to assist a person with disabilities.

ALL OTHER TERMS AND CONDITIONS OF POLICY REMAIN UNCHANGED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL AND ADVERTISING INJURY LIMITATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The definition of "personal and advertising injury" in **SECTION V — DEFINITIONS**, item **14.** is deleted and replaced with the following:

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; or
- c. The wrongful eviction from, wrongful entry into or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor.

Exclusion i. in **SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions** is deleted and replaced with the following:

This insurance does not apply to:

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

"Personal and advertising injury" arising out the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

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

This insurance does not apply to "personal and advertising injury" arising out of the unauthorized use of titles, formats, ideas, characters, plots or other program material, plagiarism, unfair competition or piracy.

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CLASSIFICATION LIMITATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

ALL COVERAGES

Coverage under this Policy applies only to operations identified in the description of operations or classification on the Declarations of this Policy. No coverage is provided for any classification code or operation performed by the Named Insured that is not specifically listed in the Declarations of the policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - LIQUOR LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION I - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY Paragraph 2. **Exclusions c. Liquor Liability** is deleted and replaced with the following:

c. Liquor Liability

This insurance does not apply to any claim, "suit", "bodily injury", "property damage", "personal or advertising injury", loss, "injury", damage, cost or expense, whether actual or alleged, in any way based upon, directly or indirectly arising out of, in any way related to, or in any way involving

1. Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises, for consumption on your premises;
2. The furnishing of alcoholic beverages to anyone under the legal drinking age or the influence of alcohol;
3. Any statute, ordinance or regulation relating to sales, gift, distribution or use of alcoholic beverages;
4. Any act or omission by any insured, any "employee" of any insured, patrons, members, associates, volunteers or any other person providing or failing to provide transportation, detaining or failing to detain any person, or any act of assuming or not assuming responsibility for the well being, supervision or care of any person allegedly under or suspected to be under the influence of alcohol; or
5. The negligent hiring, employment, training, placement or supervision of any person doing work for or otherwise acting on behalf of any insured.

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MALWARE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

Malware

This insurance does not apply to any claim, “suit”, loss, cost or expense, whether actual or alleged, that is in any way based upon, directly or indirectly arising out of, in any way related to, or in any way involving “malware.”

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

“Malware” means any malicious software designed or developed to disrupt or damage any information system causing degradation of data and system integrity; violation of confidentiality; loss of availability of data or system functionality; or, unauthorized use of information systems.

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EXCLUSION – WORKPLACE-RELATED LIABILITY

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

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

This insurance does not apply to any claim, “suit”, loss, injury, damage, cost or expense, whether actual or alleged, that is in any way based upon, directly or indirectly arising out of, in any way related to, or in any way involving “bodily injury” or “property damage” to:

- a. Any “employee”, “temporary worker”, “volunteer worker”, laborer, or independent contractor of any contractor, subcontractor, sub-tier subcontractor, or independent contractor if the contractor, subcontractor, or sub-tier subcontractor, or independent contractor was hired by, or retained by or on behalf of the Insured or any other insured;
- b. Any “employee”, “temporary worker”, “volunteer worker”, laborer, or independent contractor hired by, or retained by or on behalf of any tenant, if that tenant leased premises from the Insured or any other insured and the “bodily injury” or “property damage” occurs on or by the premises that the Insured or any other insured leased to the tenant;
- c. Any “temporary worker”, “volunteer worker”, laborer, or independent contractor of the Insured or any other insured arising out of and in the course of performing duties related to the conduct of the Insured’s or any other insured’s business;
- d. The spouse, child, parent, or sibling of any individual described in the sections above.

This exclusion applies regardless of the capacity in which the Insured or any other insured may be liable and to any obligation the Insured or any other insured may have to share damages with or pay someone else who must pay damages.

A contractor, subcontractor, sub-tier subcontractor, or independent contractor will be considered to be hired by, or retained by or on behalf of all insureds if the contractor, subcontractor, sub-tier subcontractor, or independent contractor is:

- a. Hired directly by the Insured or any other insured; or
- b. Hired indirectly by a contractor, subcontractor, sub-tier subcontractor, or independent contractor who was hired by the Insured or any other insured.

For purposes of this exclusion, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, 7. Separation Of Insureds does not apply.

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EXCLUSION - PROPERTY DAMAGE INVOLVING WATER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

Water Property Damage

This insurance does not apply to any claim, “suit”, loss, cost or expense as a result of “property damage”, whether actual or alleged, that is in any way based upon, directly or indirectly arising out of, in any way related to, or in any way involving:

1. Any discharge or leakage, backup or overflow from sewers, water systems, plumbing, appliances, automatic sprinkler systems, or from any other source; or
2. Any rain, snow or water admitted into building interiors through defective or damaged roofs, leaders, spouting, doors, windows, skylights, transoms, vents, gutters, drains, walls, or from any other means; or
3. The failure to supply water or the contamination of water and any resulting consequential loss or damage.

This endorsement applies regardless of fault or intent, and regardless of the particular cause of action against the “insured”. This endorsement applies to any claim or “suit” where any actual or alleged injury or damage arises out of a chain of events that includes the events described in Paragraphs 1. through 3, regardless of whether any other actual or alleged cause contributed concurrently, initially, efficiently, proximately, or in any other sequence to such “property damage”.

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EXCLUSION - DIRECTORS AND OFFICERS LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following exclusions are added to this Policy:

This insurance does not apply to any claim, "suit", "bodily injury", "property damage", "personal and advertising injury", offense, loss, cost or expense, whether actual or alleged, in any way based upon, directly or indirectly arising out of, related to, or in any way involving:

1. any acts, errors or omissions by any insured, or any director, officer or trustee of any insured, alleged to be a breach of any fiduciary duty, a conflict of interest, or a violation of any national, federal, state or local law regulating, controlling or governing stock, bonds or securities of any type or description, including but not limited to The Securities Act of 1933, the Securities Exchange Act of 1934, the Trust Indenture Act of 1939, The Public Utility Holding Company Act of 1935, The Investment Company Act of 1940, The Investment Advisors Act of 1940, any Blue Sky Laws of any jurisdiction or any actual or alleged gain of personal profit or advantage to which any insured was not legally entitled, improper conduct, dishonest conduct, fraudulent conduct, bad faith conduct, misstatement, or misleading statement in violation of any national, federal, state or local law regulating, controlling or governing stock, bonds or securities of any type or description; or
2. any shareholder derivative action; or
3. any acts, errors or omissions by any insured, or any director, officer or trustee of any insured, that is covered, or should have been covered, under any policy of Directors and Officer's Liability Insurance issued, or should have been issued, to any insured.

The above exclusions include, but are not limited to, any obligation to share damages, expenses or costs with, or repay anyone else who must pay damages, expenses or costs in any way based upon, directly or indirectly arising out of, related to, or in any way involving any acts, errors or omissions by any insured committed in any capacity as an officer, director or trustee of a corporation or trust. This exclusion applies regardless of whether the actual or alleged acts, errors or omissions were performed by any insured or on any insured's behalf.

This exclusion applies regardless of whether any other actual or alleged cause contributed concurrently, initially, efficiently, proximately, or in any other sequence to cause such claim, "suit", "bodily injury", "property damage", "personal and advertising injury", offense, loss, cost or expense.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - CONSTRUCTION ACTIVITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

Construction Activities

This insurance does not apply to any claim, “suit”, “bodily injury”, “property damage”, “personal and advertising injury”, offense, loss, cost or expense, whether actual or alleged, in any way based upon, directly or indirectly arising out of, in any way related to, or in any way involving any construction, alteration, demolition, reconstruction, renovation, repair, building, rebuilding, remodeling, upgrading, improvement, refurbishing or development of any kind. This exclusion applies to any construction activity by any insured or any persons or entities hired by any insured or working directly or indirectly on any insured’s behalf.

However, this exclusion shall not apply to any claim, “suit”, “bodily injury”, “property damage”, “personal and advertising injury”, offense, loss, cost or expense arising out of or as a result of routine and regular maintenance activities performed by the insured’s employees on the insured premises.

This exclusion applies regardless of fault or intent, and regardless of the particular cause of action pled against an insured. This exclusion applies whether any other actual or alleged cause contributed concurrently, initially, efficiently, proximately, or in any other sequence to cause such claim, “suit”, “bodily injury”, “property damage”, “personal and advertising injury”, offense, loss, cost or expense.

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ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You): Per schedule of locations listed on RNGL 1194 0322.
Name Of Person(s) Or Organization(s) (Additional Insured): As required by written agreement or written contract signed by both parties prior to a loss.
Additional Premium: Included
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with 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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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(s) Of Person(s) Or Organization(s)	Designation Of Premises
As required by written agreement or written contract signed by both parties prior to a loss.	Per schedule of locations listed on RNGL 1194 0322.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

This endorsement shall not increase the applicable limits of insurance.

CONFIRMATION OF REJECTION OF TERRORISM COVERAGE PURSUANT TO THE TERRORISM RISK INSURANCE ACT

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

**THE INSURED WAS OFFERED AND DECLINED TERRORISM
COVERAGE ON THIS POLICY**

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES

This endorsement modifies insurance provided under the following:

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

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism", or out of an "other act of terrorism" that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the "coverage territory". However, with respect to an "other act of terrorism", this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000 (valued in US dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or

b. Protracted and obvious physical disfigurement; or

c. Protracted loss of or impairment of the function of a bodily member or organ; or

3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

B. The following definitions are added:

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

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

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
- b. The act resulted in damage:
 - (1) Within the United States (including its territories and possessions and Puerto Rico); or
 - (2) Outside of the United States in the case of:
 - (a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
 - (b) The premises of any United States mission; and

c. 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.

3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism".

Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM

This endorsement modifies insurance provided under the following:

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

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM PUNITIVE DAMAGES

Damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

B. The following definition is added:

"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.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION OF CERTIFIED NUCLEAR,
BIOLOGICAL, CHEMICAL OR RADIOLOGICAL ACTS
OF TERRORISM; 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. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism". However, this exclusion applies only when one or more of the following are attributed to such act:

1. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
2. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
3. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

B. The following definitions are added:

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

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

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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

- D. 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAR AND TERRORISM EXCLUSION

This policy does not apply to any claim, suit, loss, injury, damage, cost or expense of every nature in any way based upon, directly or indirectly arising from, in any way related to, or in any way involving any actual or alleged:

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any "act of terrorism".

For purposes of this endorsement, "act of terrorism" means an act, including, but not limited to the use of force or violence and/or the threat thereof, of any person or group, whether acting alone or on behalf of or in connection with any organization or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of every nature based upon, directly or indirectly arising from, in any way related to, or in any way involving the control, prevention, or suppression of any event listed in Sections 1 or 2 above.

This exclusion applies regardless of whether any event listed in Sections 1 or 2 above is the initial precipitating cause or is in any way a cause of any claim, suit, loss, injury, damage, cost or expense and regardless of whether any other actual or alleged cause contributed concurrently, proximately, or in any other sequence to such claim, suit, loss, injury, damage, cost or expense, including regardless of whether any actual or alleged claim, suit, loss, injury, damage, cost or expense arises out of a chain of events that includes any event listed in Sections 1 or 2 above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SIGNATURE ENDORSEMENT

<i>Attached To and Forming Part of Policy</i> RN-7-0515182	<i>Effective Date of Endorsement</i> 11/08/2025 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Royal Village Townhouse Condominium Association, Inc
<i>Additional Premium:</i> \$0		<i>Return Premium:</i> \$0

This endorsement modifies insurance provided under the following:

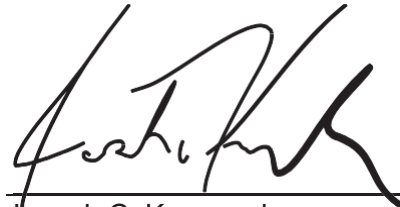
ALL COVERAGE FORMS

Coverage afforded by this Policy is provided by Richmond National Insurance Company and named in the Declarations.

IN WITNESS WHEREOF, Richmond National Insurance Company has caused this policy to be executed and attested, and if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of Richmond National Insurance Company.



David T. Vanalek
Secretary



Joseph C. Kavanagh
President

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.