

COMMERCIAL GENERAL LIABILITY INSURANCE

Issued By:

DAN Risk Retention Group, Inc.



2021-May-01

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COMMERCIAL GENERAL LIABILITY INSURANCE

MANDATORY FORMS AND ENDORSEMENTS SCHEDULE

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COMMERCIAL GENERAL LIABILITY INSURANCE

OPTIONAL FORMS AND ENDORSEMENTS SCHEDULE

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DAN RISK RETENTION GROUP, INC.

NAIC No. 15928 – SC Company Code: 207640
(The “Underwriter”)

COMMERCIAL GENERAL LIABILITY

This policy is issued by your Risk Retention Group. Your Risk Retention Group may not be subject to all of the insurance laws and regulations of your state. State insurance insolvency guaranty funds are not available for your Risk Retention Group.

NOTICE: THIS IS AN OCCURRENCE INSURANCE POLICY. AS SET FORTH BELOW, COVERAGE UNDER THIS INSURANCE APPLIES ONLY TO OCCURRENCES WHICH TAKE PLACE DURING THE POLICY PERIOD. NOTICE OF AN OCCURRENCE MUST BE GIVEN IMMEDIATELY. PLEASE REVIEW THE WORDING OF THIS POLICY CAREFULLY.

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 DAN Risk Retention Group, Inc., 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 or bold type have special meaning. Refer to Section V – Definitions.

In consideration of the payment of the premium and in reliance upon the statements in the **NAMED INSURED**'s application, which is made part of this policy and subject to the insuring agreements, Declarations Page, coverages, definitions, conditions, limitations, warranties, exclusions, and authorized endorsements to this policy, the **NAMED INSURED** and the Underwriter agree as follows:

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:
 - i. The amount we pay for damages is limited as describe in Section III – Limits Of Insurance; and

- ii. 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 Coverage 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
 - i. The **Bodily Injury** or **Property Damage** is caused by an **Occurrence** that takes place in the **Coverage Territory**; and
 - ii. The **Bodily Injury** or **Property Damage** occurs during the **Policy Period**.
 - iii. 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**, claim or **Suit**, 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**, claim, or **Suit**, 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**, claim or **Suit**:
 - i. Reports all, or any part, of the **Bodily Injury** or **Property Damage** to us or any other insurer;
 - ii. Receives a written or verbal demand or claim for damages because of the **Bodily Injury** or **Property Damage**; or
 - iii. 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:

- i. That the **Insured** would have in the absence of the contract or agreement; or
- ii. Assumed in a contract or agreement that is an **Insured Contract**, provided the **Bodily Injury** or **Property Damage** occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an **Insured Contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be damages because of **Bodily Injury** or **Property Damage**, provided:
 - a. Liability to such party for, or for the cost of, that party's defense has also been assumed in the same **Insured Contract**; and
 - b. Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. **Liquor Liability**

Bodily Injury or **Property Damage** for which any **Insured** may be held liable by reason of:

- i. Causing or contributing to the intoxication of any person;
- ii. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- iii. Any statute, ordinance or relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, 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 of any similar law.

e. **Employer's Liability**

Bodily Injury to:

- i. 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
- ii. The spouse, child, parent, brother or sister of that **Employee** as a consequence of Paragraph i. above.

This exclusion applies:

- i. Whether the **Insured** may be liable as an employer or in any other capacity; and
- ii. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

f. **Pollution**

- i. **Bodily Injury or Property Damage** which would not have occurred in whole or part but for the actual, alleged or threatened, discharge, dispersal, seepage, migration, release or escape of **Pollutants** at any time at any location and from any source.
- ii. Any loss, cost or expense arising out of any:
 - a. Request, demand or order that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **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**.

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

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:

- a. Owned or operated by or rented or loaned to any **Insured**; or
- b. Operated by any **Volunteer Worker** in the course of his or her employment by the **Insured** or while performing duties related to the conduct of the **Insured's** business.

Use includes the operation and **Loading or Unloading**.

This exclusion applies even if the claims against the **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:

- i. A watercraft while ashore on premises you own or rent;
- ii. 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
- iii. 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, the **Insured**, any of your **Volunteer Workers** or any **Volunteer Workers** of the **Insured**.
- iv. Liability assumed under any **Insured Contract** for the ownership, maintenance or use of aircraft or watercraft; or
- v. **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 in the state where it is licensed or principally garaged; or
 - b. The operation of any machinery or equipment listed in Paragraph f.(ii) or f.(iii) of the definition of **Mobile Equipment**.
- h. **Mobile Equipment**

Bodily Injury or **Property Damage** arising out of:

 - i. The transportation of **Mobile Equipment** by an **Auto** owned or operated by or rented or loaned to any **Insured**; or
 - ii. 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:

 - i. War, including undeclared or civil war;
 - ii. 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
 - iii. 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:

- i. 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.
- ii. Premises you sell, give away or abandon, if the **Property Damage** arises out of any part of those premises;
- iii. Property loaned to you;
- iv. Personal property in the care, custody or control of the **Insured**;
- v. 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
- vi. That particular part of any property that must be restored, repaired or replaced because **Your Work** was incorrectly performed on it.

Paragraphs (i), (iii) and (iv) 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 7 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 (ii) of this exclusion does not apply if the premises are **Your Work** and were never occupied, rented or held for rental by you.

Paragraphs (iii), (iv), (v) and (vi) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (vi) 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:

- i. A defect deficiency, inadequacy or dangerous condition in **Your Product** or **Your Work**; or

- ii. 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:

- i. **Your Product,**
- ii. **Your Work;** or
- iii. **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.

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.

o. Personal and Advertising Injury

Bodily Injury arising out of **Personal and Advertising Injury**.

p. Access, Disclosure Or Unauthorized Use Of Data

Damages arising out of:

- i. Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- ii. Theft or unauthorized viewing, copying, use, loss of, loss of use of, damage, corruption, manipulation or deletion, or inability to access or manipulate electronic data.

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

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. **Fungi or Bacteria**

Bodily Injury or Property Damage which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any **Fungi** or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, **Fungi** or bacteria, by an **Insured** or by any other person or entity.

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

r. **Employment Related Practices**

Bodily Injury to:

- i. 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
- ii. 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:

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

s. **Infringement, Misappropriation, Interference with Privacy and Unfair Competition**

Bodily Injury or Property Damage arising directly or indirectly out of:

- a. Any infringement upon or dilution of copyright, trademark, patent, title, slogan, service mark, service name, trade name, trade dress, trade secret, or other intellectual property rights;
- b. Any invasion or infringement of or interference with the right of privacy or publicity including, but not limited to, intrusion, public disclosure or private facts, unwarranted or wrongful publicity, false light or the use of name or likeness for profit;
- c. Plagiarism or misappropriation of information, trade secrets, ideas or style of doing business;
- d. "Unfair competition" as defined by statute or common law, both state and federal, whether or not pertaining to and alleged in conjunction with a claim of plagiarism, misappropriation of information or ideas, "piracy", infringement or dilution of copyright, title, slogan, trademark, trade name, trade dress, trade secret, patent, service mark, service name, or other intellectual property rights;
- e. Any acts of the **Insured** pertaining to the internet, web site(s), domain name(s), metatag(s), linking, framing or chatrooms the **Insured** hosts, owns, or over which the **Insured** exercises control.

t. **Professional Liability**

This insurance does not apply to **Bodily Injury or Property Damage or Personal and Advertising Injury** that arises out of the rendering of or failure to render any professional services. Professional services include but are not limited to advice, instruction, supervision or direction in connection with a training program for either recreational or certification purposes, including but not limited to instruction or supervision in the activity of water skiing, jet skiing, operation of a boat, parasailing, hang gliding, paragliding, ultra-light flying, kite boarding, kite surfing, snow kiting, surfing, wake boarding, scuba diving, skin diving, swimming or any other recreational activity.

u. **Abuse or Molestation**

This insurance does not apply to **Bodily Injury or Property Damage, Personal and Advertising Injury** or any injury arising out of:

- i. The actual or threatened abuse or molestation or licentious, immoral or sexual behavior whether or not intended to lead to, or culminating in any sexual act, of any person, whether caused by, or at the instigation of, or at the direction of, or omission by, any **Insured**, his **Employees**, or any other person, or
- ii. The actual or alleged transmission of any communicable disease, or
- iii. Charges or allegations of negligent hiring, employment, investigation, supervision, reporting to the proper authorities, or failure to so report; or retention of a person for whom any **Insured** is or ever was legally responsible and whose conduct would be excluded by paragraph i. above.

Abuse includes, but is not limited to, negligent or intentional infliction of physical, emotional or psychological injury/harm.

v. **Asbestos**

- i. **Bodily Injury** in any way arising out of the use by any person or organization of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust;
- ii. **Property Damage** to real property arising out of the use by any person or organization of asbestos, asbestos products, asbestos fibers or asbestos dust, including, without limitation, the costs incurred with respect to the removal or abatement of asbestos, asbestos products, asbestos fibers or asbestos dust from or in such real property;
- iii. Any obligation of the **Insured** to indemnify any party because of damage arising out of such **Property Damage, Bodily Injury**, sickness, disease, occupational disease, disability, shock, death, mental anguish or mental injury, at any time as a result of the manufacture of, mining of, use of, sale of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust; or
- iv. Any obligation to defend any **Suit** or claim against the **Insured** alleging **Bodily Injury**, sickness, disease, occupational disease, disability, shock, death, mental anguish or mental injury or **Property Damage** resulting from or contributed to, by any and all manufacture of, mining of, use of, sale of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust.

w. **Lead**

- i. **Bodily Injury or Property Damage**, for past, present or future claims arising in whole or in part, either directly or indirectly, out of the manufacture, distribution, sale, resale, re-branding, installation, repair, removal, encapsulation, abatement, replacement or handling of, exposure to, ingestion of or testing for, lead whether or not the lead is or was at any time airborne as a particle, contained in a product, carried on clothing, inhaled, transmitted in any fashion or found in any form whatsoever;
- ii. The costs of clean up or removal of lead or products and materials containing lead;
- iii. The costs of such actions as may be necessary to monitor, assess and evaluate the release or threat of same, or lead or products and material containing lead;
- iv. The cost of disposal of lead substances or the taking of such other action as may be necessary to temporarily or permanently prevent, minimize or mitigate damage to the public health or welfare or to the environment, which may otherwise result;
- v. The cost of compliance with any law or regulation regarding lead.

x. **Securities and Financial Interest**

- i. Any violation of any securities law or similar law or any regulation promulgated thereunder;

- ii. The purchase, sale, offer of sale or solicitation of any security, debt, insurance policy, bank deposit or financial interest or instrument;
- iii. Any representation made at any time in relation to the price or value of any security, debt, insurance policy, bank deposit or financial interest or instrument; or
- iv. Any depreciation or decline in price or value of any security, debt, insurance policy, bank deposit or financial interest or instrument.

y. **Silica**

- i. **Bodily Injury or Property Damage** or any other loss, cost or expense arising out of the presence, ingestion, inhalation, or absorption, of or exposure to silica products, silica fibers, silica dust or silica in any form; or.
- ii. Any obligation of the **Insured** to defend and/or indemnify any party because of damages arising out of such **Bodily Injury or Property Damage** arising out of the presence, ingestion, inhalation, or absorption, of or exposure to silica products, silica fibers, silica dust or silica in any form.

z. **Violation of Statutes in Connection with Sending, Transmitting, or Communicating Any Material or Information**

Any loss, injury, damage, claim, **Suit**, cost or expense arising out of or resulting from, caused directly or indirectly, in whole or in part by, any act that violates any statute, ordinance or regulation of any federal, state or local government including, any amendment of or addition to such laws, that includes, addresses or applies to the sending, transmitting or communicating of any material or information, by any means whatsoever.

aa. **Nuclear Reaction / Nuclear Radiation or Radioactive Contamination**

Any loss, injury, damage, claim, **Suit**, cost or expense arising out of or resulting from, caused directly or indirectly, in whole or in part by, nuclear reaction, nuclear radiation or radioactive contamination.

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

Bodily injury or Property Damage arising out of any action or omission that violates or is alleged to violate:

- i. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- ii. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- iii. 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

- iv. 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 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:
 - i. The amount we will pay for damages is limited as described in Section III – Limits of Insurance; and
 - ii. 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 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 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 any **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 of 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.

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:

- i. Advertising, broadcasting, publishing or telecasting;
- ii. Designing or determining content of we-sites for others; or
- iii. An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 15. a., b., and c. of **Personal and Advertising Injury** under Section V - Definitions.

For the purpose 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 email 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:

- i. 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
- ii. 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:

- i. War, including undeclared or civil war;
- ii. 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
- iii. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. **Fungi or Bacteria**

Personal and Advertising Injury which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, ingestion of, contact with, exposure to, existence of, or presence of any **Fungi** or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.

Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, **Fungi** or bacteria, by an **Insured** or by any other person or entity.

q. **Employment Related Practices**

- i. **Personal and Advertising Injury** to 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
- ii. 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:

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

r. **Infringement, Misappropriation, Interference with Privacy and Unfair Competition**

Personal and Advertising Injury arising directly or indirectly out of:

- a. Any infringement upon or dilution of copyright, trademark, patent, title, slogan, service mark, service name, trade name, trade dress, trade secret, or other intellectual property rights;
- b. Any invasion or infringement of or interference with the right of privacy or publicity including, but not limited to, intrusion, public disclosure or private facts, unwarranted or wrongful publicity, false light or the use of name or likeness for profit;
- c. Plagiarism or misappropriation of information, trade secrets, ideas or style of doing business; "Unfair competition" as defined by statute or common law, both state and federal, whether or not pertaining to and alleged in conjunction with a claim of plagiarism, misappropriation of information or ideas, "piracy", infringement or dilution of copyright, title, slogan, trademark, trade name, trade dress, trade secret, patent, service mark, service name, or other intellectual property rights.

s. **Professional Liability**

This insurance does not apply to **Bodily Injury** or **Property Damage** or **Personal and Advertising Injury** that arises out of the rendering of or failure to render any professional services. Professional services include but are not limited to advice, instruction, supervision or direction in connection with a training program for either recreational or certification purposes, including but not limited to instruction or supervision in the activity of water skiing, jet skiing, operation of a boat, parasailing, hang gliding, paragliding, ultra-light flying, kite boarding, kite surfing, snow kiting, surfing, wake boarding, scuba diving, skin diving, swimming or any other recreational activity.

t. **Abuse or Molestation**

This insurance does not apply to **Bodily Injury** or **Property Damage**, personal injury, **Personal and Advertising Injury** or any injury arising out of:

- i. The actual or threatened abuse or molestation or licentious, immoral or sexual behavior whether or not intended to lead to, or culminating in any sexual act, of any person, whether caused by, or at the instigation of, or at the direction of, or omission by, any **Insured**, his **Employees**, or any other person, or
- ii. The actual or alleged transmission of any communicable disease, or
- iii. Charges or allegations of negligent hiring, employment, investigation, supervision, reporting to the proper authorities, or failure to so report; or retention of a person for whom any **Insured** is or ever was legally responsible and whose conduct would be excluded by paragraph i. above.

Abuse includes, but is not limited to, negligent or intentional infliction of physical, emotional or psychological injury/harm.

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

Personal or Advertising Injury arising out of any action or omission that violates or is alleged to violate:

- i. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- ii. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- iii. 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
- iv. 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.

v. Access, Disclosure Or Unauthorized Use Of Data

Damages arising out of:

- i. Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- ii. Theft or unauthorized viewing, copying, use, loss of, loss of use of, damage, corruption, manipulation or deletion, or inability to access or manipulate electronic data.

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

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.

**COVERAGE C
MEDICAL PAYMENTS**

1. Insuring Agreement

- a. We will pay medical expenses as described below for **Bodily Injury** caused by an accident:

- i. On premises you own or rent;
- ii. On ways next to premises you own or rent; or
- iii. Because of your operations;

provided that:

- i. The accident takes place in the **Coverage Territory** and during the **Policy Period**;
- ii. The expenses are incurred and reported to us within one year of the date of the accident; and
- iii. 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:

- i. First aid administered at the time of an accident;
- ii. Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

iii. Necessary ground ambulance, hospital, professional nursing and funeral services.

This insurance does not cover air ambulance services.

2. Exclusions

We will not pay expenses for **Bodily Injury**:

a. **Any Insured**

To any **Insured**.

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. **Worker's 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 worker's compensation law, unemployment compensation insurance, social security, or disability benefits law, or under any similar or related law (including occupational disease and cumulative trauma) including but not limited to the Jones Act, the Longshoremen and Harbor Workers Act, the Americans with Disabilities Act, and any civil rights laws or legislation.

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 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; and
 - 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:
 - i. 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
- ii. 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.ii 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 attorney's fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. 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 Declaration 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 **Insured**, 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 **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 **Volunteer Workers** or **Employees** is an **Insured** for:
 - i. **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** or while that co-**Employee** is either 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 Paragraphs 1(a) or (b) above; or
 - d. Arising out of his or her providing or failing to provide professional health care services.
 - ii. **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 purposes 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:
 - i. With respect to liability arising out of the maintenance or use of that property; and
 - ii. 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 policy.
- e. Any person or organization you are required to include as an additional **Insured** on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage" and any person or organization to which a certificate of insurance has been issued under this policy. This coverage is limited as follows:
 - 1. It provides Coverage A (Bodily Injury and Property Damage Liability) only.
 - 2. The person or organization is only an additional **Insured** with respect to liability arising out of "your work" or "your product".
 - 3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance shown in the Declarations pertaining to the coverage provided herein.
 - 4. The insurance provided to such an additional **Insured** does not apply to "bodily injury" or "property damage" arising out of a dive professionals rendering or failing to render professional services.
 - 5. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "product-completed operations hazard" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy.
 - 6. Any coverage provided to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis.

In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions. Failure to comply with this provision may, at our option, result in the claim or **Suit** being denied.

- 3. Any organization you newly acquire or form, other than a partnership, joint venture of 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 Names **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 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 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 Cbecause of all **Bodily Injury** and **Property Damage** arising out of any one **Occurrence**.
6. Subject to 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 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.

8. In the event that any claim or more than one claim shall be covered in whole or in part, under this policy, and any other policy issued by us, the total applicable limit of insurance shall not exceed the single largest limit of insurance under any policy. Such largest applicable limit of insurance shall apply only once to any single **Occurrence** or event. In no event shall the Limits of Insurance under two or more policies issued by us be stacked so as to obtain a limit of insurance that exceeds the highest applicable limit of insurance available under any one policy.
9. Regardless of any other provision of this policy, this policy does not apply to **Punitive or Exemplary Damages**, whether at common law or by statute, awarded against any **Insured**, including but not limited to any additional **Insured**.

However, if a **Suit** is brought against an **Insured** arising out of a claim which alleges both compensatory and **Punitive or Exemplary Damages**, we will defend the entire **Suit** with the understanding that we pay only the compensatory damages.

10. The Limits of Insurance of this policy 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 policy.

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:
 - i. How, when and where the **Occurrence** or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. 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:
 - i. Immediately record the specifics of the claim or **Suit** and the date received; and
 - ii. 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:
 - i. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or **Suit**;

- ii. Authorize us to obtain records and other information;
 - iii. Cooperate with us in the investigation or settlement of the claim or defense against the **Suit**; and
 - iv. 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.
- e. Written notice and submission of other documentation required under this paragraph 2 shall be made to:

DAN Services, Inc.
Fax: (919) 490-2935
E-Mail: LiabilityClaims@DAN.org

Failure to provide written notice as set forth above will be considered a failure of a condition to coverage and may at our option render your policy null and void in relation to any **Occurrence**, offense, claim or **Suit** not properly and promptly set forth in written notice as required herein.

3. Legal Action against Us

No person or organization has a right under this policy:

- 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 policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an **Insured** obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this policy 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 of the claimant's legal representative.

4. Applicable Law

This insurance shall be subject to the law of the State of South Carolina with regard to any principles of law that might cause the law of another jurisdiction to apply.

5. 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 policy, our obligations are limited as follows:

- a. **Primary Insurance**

This insurance is primary except when 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 c. below.

b. Excess insurance

This insurance is excess over:

- i. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - a. That is Fire, Extended Coverage, Builder's Risk, Installation Risk of similar coverage for **Your Work**;
 - b. That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - c. 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
 - d. 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**.
- ii. 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** by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages A or B to defend the **Insured** against any **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.

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:

- i. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- ii. The total of all deductible and self-**Insured** amounts under all that other insurance.

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

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.

6. Minimum Earned Premium

In the event the policy is cancelled by the **Named Insured**, the minimum earned premium due to us by the **Named Insured** shall be 100% of the total annual premium.

In the event the policy is cancelled by a premium finance company or by us, the minimum earned premium due to us by the **Named Insured** shall be 25% of the total annual premium or the pro rata earned premium, whichever is greater.

7. Premium Audit

- a. We will compute all premiums for this policy in accordance with our rules and rates.
- b. Premium shown in this policy 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.

8. 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.

9. Separation of Insureds

Except with respect to the Limits of Insurance, and any right or duties specifically assigned in this policy 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 which claim is made or **Suit** is brought.

10. Transfer of Rights of Recovery against Others to Us

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

11. When We Do Not Renew

If we decide not to renew this policy, 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 purpose 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 purpose of attracting customers or supporters is considered an **Advertisement**.
2. **Auto** means
 - a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment.
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state 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; or
 - b. Anywhere else in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America, provided that:
 - i. We shall have the right, but not the duty to investigate, defend, or settle any claims or "suits" for "bodily injury", "property damage", or "personal and advertising injury"; and
 - ii. If we do not exercise such right, you shall, under our supervision, make such investigation and defense as is reasonably necessary. Subject to our prior written authorization, you may also effect settlement. We shall, subject to all other provisions of this policy, reimburse you for the reasonable and necessary costs of such actions; and pay damages determined in a **Suit** on the merits or in any settlement to which we agree.

- c. Payment of loss under this policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("AFAC").

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

8. **Hostile fire** means one which becomes uncontrollable or breaks out from where it was intended to be.

9. **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:

- a. The repair, replacement, adjustment or removal of **Your Product** or **Your Work**; or
- b. Your fulfilling the terms of the contract of agreement.

10. **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:

- i. 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;
- ii. 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
- iii. 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 (ii) above and supervisory, inspection, architectural or engineering activities.

11. Leased Worker means a person leased to you by a labor 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**.

12. 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**.

13. 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:
 - i. Power cranes, shovels, loaders, diggers or drills; or
 - ii. Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a, b, c or d above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - i. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - ii. Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a, b, c or d above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not **Mobile Equipment** but will be considered **Autos**:

- i. Equipment designed primarily for:
 - a. Snow Removal;
 - b. Road maintenance, but not construction or resurfacing; or
 - c. Street cleaning
- ii. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- iii. 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 in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicles insurance law are considered **Autos**.

14. Occurrence means an accident, disaster, casualty or event, including continuous or repeated exposure to substantially the same general harmful conditions.

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

15. 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 you **Advertisement**.

16. Policy Period means the period from the Effective Date of this policy stated in the Declarations to the Expiration Date stated in the Declarations or the date this policy is canceled or otherwise terminated if the policy is canceled or otherwise terminated prior to the Expiration Date

17. 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.

18. 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:
 - i. Products that are still in your physical possession; or
 - ii. 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:

- i. 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**;
- ii. The existence of tools, uninstalled equipment or abandoned or unused materials; or
- iii. 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.

19. 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 cause 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, CDROMS, tapes, drives, cells data processing devices or any other media which are used with electronically controlled equipment.

20. Punitive or Exemplary Damages include damages which are awarded to punish or deter wrongful conduct, to set an example, to fine, penalize or impose a statutory penalty, and damages which are awarded for any other purpose other than as compensatory damages for **Bodily Injury or Property Damage**.

21. 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.

22. 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.

23. 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.

24. Your Product:

- a. Means:

- i. 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
- ii. Containers (other than vehicles), materials, parts or equipment furnished in connection with such good or products.
- b. Includes:
 - i. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **Your Product**; and
 - ii. 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.

25. Your Work

- a. Means:
 - i. Work or operations performed by you or on your behalf; and
 - ii. Materials, parts or equipment furnished in connection with such work or operations.
- b. Includes
 - i. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **Your Work**; and
 - ii. The providing of or failure to provide warnings or instructions.

SECTION VI GENERAL POLICY CONDITIONS

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

A. Changes

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

B. 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.

C. Inspections and Surveys

1. We have the right, but not the obligation to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public.

And we do not warrant that conditions:

- a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1 and 2 of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
 4. Paragraph 2 of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

D. Premiums

The first **Named Insured** shown in the Declarations:

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

E. Transfer of Your Rights and Duties under This Policy

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

If you die, your rights and duties will be transferred to your legal representatives 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.

END OF POLICY FORM

FORMS AND ENDORSEMENT WHICH ARE PART OF THIS POLICY ARE ATTACHED

**EXCLUSION CLAUSE
ADDITIONAL EXCLUSIONS**

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

This exclusion applies to all sections of this policy.

Notwithstanding anything to the contrary contained herein this policy does not cover the following:

1. any liability or expense arising out of the ownership, maintenance or use of the following premises or any property located on such premises: camps, campgrounds, recreational vehicle parks, or paintball fields;
 - a. unless such use is incidental to the Named Insured's scuba diving business;
2. any liability or expense arising out of navigation, towing, repair, storage, conversion, cleaning, demolition, wrecking, uprighting, or salvage of any commercial vessel or oil rig, ship building and boat manufacturing, stevedoring, ship repair yards and dry docks;
3. any liability or expense arising out of off-shore and subaqueous work;
4. any liability or expense arising out of premises or operations involving: (a) amusement parks or devices, carnivals or circuses, sports or other entertainment events, professional sports organizations, zoos, casinos, race tracks, or any theater, hall, arena, grandstand or stadium; (b) oil or gas pipelines, wells, or drilling operations; (c) all mining and quarrying operations; (d) bridges, tunnels, dams or reservoirs; (e) waste treatment, storage or disposal facilities, dumps or dumpsites, landfills; surface impoundments; waste lagoons; or waste sites.

All other terms and conditions remain unchanged.

**EXCLUSION CLAUSE
BIOLOGICAL OR CHEMICAL MATERIALS**

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

This exclusion applies to all sections of this policy.

It is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

All other terms and conditions remain unchanged.

**EXCLUSION AND LIMITATION CLAUSE
EXPOSURE TO SANCTIONS**

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

This exclusion applies to all sections of this policy.

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

All other terms and conditions remain unchanged.

EXCLUSION CLAUSE
FIREARMS, FIREWORKS AND OTHER PYROTECHNIC DEVICES AND EXPLOSIVES

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

This exclusion applies to all sections of this policy.

- A. This insurance does not apply to **Bodily Injury, Property Damage, Personal and Advertising Injury** or medical expenses including damages for care and loss of services:

Arising from the ownership, maintenance, packing, handling, transportation, storage, igniting, operation, sponsorship, set-up or take-down or other use of:

- i. Firearms, including handguns, revolvers, pistols, rifles, shotguns, air guns, semi-automatic weapons and similar devices;
- ii. Fireworks, including firecrackers, Roman Candles, flash powder, explosive compositions or combustible substances, pinwheels, skyrockets, ground displays, flares, smoke bombs, and similar devices that produce, when ignited or activated, sound, smoke, motion or a combination of these;
- iii. Explosives, caps, primers, detonators, ammunitions, fuses, arms, magnesium, ammonium nitrate, nitroglycerin, celluloid, pyroxylin or other substances intended for use as an explosive;

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

- B. This insurance does not apply to any obligation of any **Insured** to indemnify, defend or contribute jointly or severally with another because of **Bodily Injury, Property Damage, Personal and Advertising Injury** or medical expenses arising from any of the activities specified in A.i, above.

All other terms and conditions remain unchanged.

**EXCLUSION CLAUSE
NUCLEAR INCIDENT LIABILITY**

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

This exclusion applies to all sections of this policy.

This policy does not apply:

- A. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
 - i. with respect to which an **Insured** under the policy is also an **Insured** under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an **Insured** under any such policy but for its termination upon exhaustion of its limit of liability; or
 - ii. resulting from the hazardous properties of nuclear material and with respect to which any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the **Insured** is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to **Bodily Injury**, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- C. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
 - i. 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;
 - ii. the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **Insured**; or
 - iii. the injury, sickness, disease, death or destruction 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 (c) applies only to injury to or destruction of property at such nuclear facility.
- D. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in

any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing by-product material and resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means:

- i. any nuclear reactor,
- ii. any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- iii. any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the **Insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- iv. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the policy to which it is attached.

All other terms and conditions remain unchanged.

**EXCLUSION CLAUSE
RADIOACTIVE CONTAMINATION**

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

This exclusion applies to all sections of this policy.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this policy does not cover liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

All other terms and conditions remain unchanged.

**EXCLUSION CLAUSE
RADIOACTIVE CONTAMINATION AND
EXPLOSIVE NUCLEAR ASSEMBLIES**

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

This exclusion applies to all sections of this policy.

This policy does not cover

- A. loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss; or
- B. any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from

- i. ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

All other terms and conditions remain unchanged.

EXCLUSION CLAUSE
SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

This exclusion applies to all sections of this policy.

Notwithstanding any provision to the contrary within the policy of which this Endorsement forms part (or within any other Endorsement which forms part of this policy), this policy does not insure:

- A. any loss, damage, cost or expense, or
- B. any increase in **Insured** loss, damage, cost or expense, or
- C. any loss, damage, cost, expense, fine or penalty, which is incurred, sustained or imposed by order, direction, instruction or request of, or by any agreement with, any court, government agency or any public, civil or military authority; or threat thereof, (and whether or not as a result of public or private litigation),

which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a peril **Insured**, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination or threat thereof.

The term 'any kind of seepage or any kind of pollution and/or contamination' as used in this Endorsement includes (but is not limited to):

- A. seepage of, or pollution and/or contamination by, anything, including but not limited to, any material designated as a 'hazardous substance' by the United States Environmental Protection Agency or as a 'hazardous material' by the United States Department of Transportation, or defined as a 'toxic substance' by the Canadian Environmental Protection Act for the purposes of Part II of that Act, or any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons or the environment under any other Federal, State, Provincial, Municipal or other law, ordinance or regulation; and
- B. the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

All other terms and conditions remain unchanged.

**EXCLUSION CLAUSE
CYBER INCIDENT EXCLUSION**

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

1. Notwithstanding any provision to the contrary within this reinsurance agreement or any endorsement thereto, this reinsurance agreement excludes any Cyber Loss.
2. If the Reinsurers allege that by reason of this exclusion any Cyber Loss sustained by the Company is not covered by this reinsurance agreement, the burden of proving the contrary shall be upon the Company.

Definitions

3. Cyber Loss means all actual or alleged loss, damage, liability, injury, compensation, sickness, disease, death, medical payment, claim, cost, defense cost, expense or any other amount incurred by or accruing to the Company, including but not limited to any mitigation cost or statutory fine or penalty, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Incident.
4. Cyber Incident means:
 - 4.1 an unauthorized or malicious act or series of related unauthorized or malicious acts, regardless of time and place, or the threat or hoax thereof; and/or
 - 4.2 a failure to act, any error or omission or accident or series of related failures to act, errors or omissions or accidents; and/or
 - 4.3 a breach of duty, statutory duty or regulatory duty or trust or series of related breaches of duty, statutory duty or regulatory duty or trust;involving access to, processing of, use of or operation of any Computer System or any data by any person or group(s) of persons.
5. Computer System means any computer, hardware, software, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or data storage device, networking equipment or back up facility.

All other terms and conditions remain unchanged.

**EXCLUSION CLAUSE
COMMUNICABLE DISEASE EXCLUSION**

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

Notwithstanding any provision in this Policy to the contrary, no coverage is provided for any **CLAIM** arising out of **BODILY INJURY**, **PROPERTY DAMAGE** or any other actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defense cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a **COMMUNICABLE DISEASE** or the fear or threat (whether actual or perceived) of a **COMMUNICABLE DISEASE**.

A **COMMUNICABLE DISEASE** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

1. the substance or agent includes, but is not limited to, a virus, bacterium, fungus, parasite or other organism or any variation thereof, whether deemed living or not; and
2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or any other means of transmission between organisms; and
3. the disease, substance or agent can cause or threaten **BODILY INJURY**, including but not limited to illness, emotional distress, or damage to human health or welfare, or **PROPERTY DAMAGE**.

All other terms and conditions remain unchanged.

ENDORSEMENT
U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

Subject to the terms, conditions, exclusions and limits of the policy, this insurance is extended to include liability and expenses directly resulting from any "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA").

The coverage afforded by this Endorsement is only in respect of any "liability and expenses of the type **Insured** by this Insurance directly resulting from an "act of terrorism" as defined in TRIA. The coverage provided by this Endorsement shall expire at 12:00 midnight on the date on which the TRIA Program terminates, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

All other terms, conditions, **Insured** coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance. Furthermore, we will not be liable for any amounts for which we are not responsible under the terms of TRIA (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payment for terrorism losses.

All other terms and conditions remain unchanged.

NOTICE TO POLICYHOLDERS
U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces the United States' economic sanctions policy. OFAC has identified and listed numerous:

Foreign agents; Front organizations; Terrorists; Terrorist organizations; and Narcotics traffickers; as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other **Insured**, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are subject to the requirements and restrictions enforced by OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

All other terms and conditions remain unchanged.

**LIMITATION OF COVERAGE TO
DESIGNATED LOCATIONS**

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

This endorsement applies to all sections of this policy.

Schedule of Designated Locations:

Corporate General Liability Policy

The following are added as additional Designated Locations:

Street Address	City	State	Zip Code

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

1. In addition to what is required in **Section I—Coverage A—Bodily Injury And Property Damage Liability 1. Insuring Agreement** paragraph b, the **Bodily Injury And Property Damage** must occur on the premises shown in the Schedule or the grounds and structure appurtenant to those premises.
2. In addition to what is required in Section I—Coverage B—Personal And Advertising Injury Liability 1. Insuring Agreement paragraph b, the offense must arise out of your business performed on the premises shown in the Schedule.

However, if the **Personal and Advertising Injury** is caused by:

- (i) False arrest, detention or imprisonment; or
- (ii) 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. In addition to what is required in Section I—Coverage C—Medical Payments 1. Insuring Agreement paragraph a. the **Bodily Injury** must occur on the premises shown in the Schedule or the grounds and structures appurtenant to those premises.
4. See the definition of **Coverage Territory** (page 31) for limitations on the coverage for jurisdictions outside the U.S., its territories and possessions.

All other terms and conditions remain unchanged.

ENDORSEMENT
LAKES AND QUARRIES ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

In consideration of the payment of the additional premium as shown on the Declarations Page, and subject to the liability limits shown therein, it is understood and agreed that coverage is extended to include liability and expenses arising out of an **Occurrence** which occurs at a quarry, lake, cave or spring that is owned and operated by the first **Named Insured** shown in the Declarations.

This endorsement applies to all sections of this policy.

All other terms and conditions remain unchanged.

ENDORSEMENT
LIMITED TOUR AND TRAVEL AGENT LIABILITY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY

In consideration of the payment of the additional premium shown on the Declarations Page, and subject to the sublimit shown herein, it is hereby understood and agreed that this insurance is extended to provide Limited, Claims-Made And Reported Tour And Travel Agent Liability Coverage as described in this endorsement.

1. SECTION I - COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement is amended to include the following new paragraph after paragraph e:

- f. Subject to the applicable sublimit, we agree to pay on behalf of the **Insured** all sums which the **Insured** shall become legally obligated to pay as damages for **Claims** arising from any negligent act, error or omission by the **Insured** in the rendering of or failure to render Professional Services that constitute **TOUR OR TRAVEL AGENCY SERVICES**.

2. SUBLIMIT. The following sublimit applies to the coverage provided under this endorsement:

The Underwriter will pay no more than **\$250,000** for sums which the **Insured** shall become legally obligated to pay as damages for **Claims** arising from any negligent act, error or omission by the **Insured** in the rendering of or failure to render Professional Services that constitute **TOUR OR TRAVEL AGENCY SERVICES**. This sublimit is within the Per Event and Aggregate Limits of Insurance for the policy and does not add to those limits.

3. DEFINITIONS

- a. For purposes of the coverage provided by this endorsement, an **EVENT** means a negligent act, error or omission by the **Insured** in the rendering of or failure to render Professional Services that constitute **TOUR OR TRAVEL AGENCY SERVICES**. An **EVENT** that is ongoing or involves a series of negligent acts, errors or omissions that are related shall be considered a single **EVENT** and shall be considered to occur on the first date on which the **EVENT** commenced.
- b. For purposes of the coverage provided by this endorsement, a **PARTICIPANT** includes a person for whom the **Insured** provides Professional Services that constitute **TOUR OR TRAVEL AGENCY SERVICES**.
- c. For purposes of the coverage provided by this endorsement, Professional Services includes **TOUR OR TRAVEL AGENCY SERVICES**, which means the services provided by an **Insured** who acts as a tour or travel agent in arranging travel-related activities for **PARTICIPANTS** with airlines, hotels, resorts, dive operators and other vendors of travel or recreational services.

4. **ADDITIONAL EXCLUSIONS.** The coverage provided by this endorsement is subject to all of the exclusions found in the policy. If an exclusion found in the policy is limited to excluding coverage for **Claims** alleging **BODILY INJURY** or **PROPERTY DAMAGE** arising from a specified cause of loss, for purposes of the coverage provided by this endorsement the exclusion shall be deemed to exclude coverage for any **Claim** made in connection with any loss, injury, damage, cost or expense of any sort arising from the specified cause of loss.

The coverage provided by this endorsement also is subject to the following exclusions:

No coverage is provided for any **Claim**:

- a. Arising out of **BODILY INJURY** or **PROPERTY DAMAGE**;
- b. Arising out of the cancellation or any change in travel arrangements by an airline, cruise line, transportation service, agency, dive operator, tour operator or other vendor, service provider or carrier;
- c. Arising out of a change in travel or other plans by a **PARTICIPANT** or other person;
- d. Arising out of any order or other action of any governmental authority or any change in law or regulation or change in any policy of any governmental authority;
- e. Arising out of the failure of an airline, cruise line, transportation service, dive operator, tour operator or other vendor, service provider or carrier to provide the bargained-for travel or recreational services or refund money due to any person, unless the **Insured** had actual knowledge prior to booking that such vendor, service or carrier had previously failed to provide bargained-for travel or recreational services or to refund money for such services when a refund was due;
- f. Arising out of the **Insured's** violation of any consumer fraud, consumer protection, consumer privacy, unfair trade or deceptive business practice or statutory or common law unfair competition;
- g. Arising out of any dishonest, fraudulent, malicious or criminal act or omission of the **Insured**;
- h. Arising out of bankruptcy, insolvency, receivership, liquidation and/or cessation of operations of any **Insured** or other entity that any **Insured** owns, controls or manages, or in which any **Insured** has a financial interest. This exclusion does not apply to any unrelated third party travel supplier.
- i. Arising out of any misquotation or misstatement of prices or applicable taxes or costs, cancellation provisions, payment terms, pricing changes, failure to secure promotional offers, or any dispute with respect to fees or charges;
- j. Arising out of any act, error or omission relating to the recommendation, sale, maintenance, or procurement of any insurance policy or bond or investigation, adjustment or outcome of any insurance claim;
- k. Arising out of the gaining of profit or advantage to which the **Insured** was not legally entitled;

- l. Arising out of any violation of the Fair Labor Standards Act or any similar federal, state, or local law pertaining to working conditions, hours, employee benefits, or wages;
- m. By:
 - 1. An employee of the **Insured** arising out of and in the course of:
 - i. employment by the **Insured**; or
 - ii. 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:
 - i. whether the **Insured** may be liable as an employer or in any other capacity; and
 - ii. to any obligation to share **Damages** with or repay someone else who must pay **Damages**;
- n. Arising out of an **Insured's** acts or omissions in the administration of any employee benefit program or as a fiduciary in connection with any employee insurance, retirement or pension plan, including but not limited to any alleged violation of the Employee Retirement Income Security Act of 1974 and its amendments, or any similar state or local laws, or any regulations or orders issued in connection therewith;
- o. Arising out of any actual or alleged:
 - 1. Failure to employ;
 - 2. Termination of employment, including actual or alleged constructive dismissal;
 - 3. Breach of employment contract;
 - 4. Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, employment related misrepresentation, employment related emotional distress, retaliation, or other employment related practices, policies, acts or omissions; or
 - 5. Any consequential liability, damage, loss, cost, or expense as a result of 1, 2, 3, or 4 above;
- p. Against an **Insured** by or on behalf of:
 - 1. Any other **Insured**;
 - 2. Any entity:
 - i. which is owned, operated, or controlled by the **Insured**;
 - ii. which owns, operates, or controls the **Insured**; or

- iii. which is affiliated with the **Insured** through any common ownership, operation or control; or
 - iv. in which the **Insured** is a director, officer, partner, trustee, shareholder, member, manager, or employee; or
- 3. Any business enterprise, charitable organization or pension, welfare, profit sharing, mutual or investment fund, or trust owned or sponsored by the **Insured**;
- q. Arising out of the rendering or failure to render any medical, dental, surgical, nursing, or therapeutic service of treatment, or from the furnishing or failure to furnish any drugs, medications, medical, or dental supplies or appliances, or out of the **Insured's** negligence in screening, selection, hiring, retention, training, instruction, or supervision of any employee, officer or partner of the **Insured** or any other person or organization engaged in providing or failing to provide such services. However, this exclusion shall not apply to any medical services which are rendered as emergency first aid treatment at the time of an accident;
- r. Arising out of the breach of any employment agreement, non-competition agreement, non-solicitation agreement, confidentiality agreement, fiduciary duty, or duty of loyalty on the part of the **Insured** or any past, present or prospective employee, independent contractor, director, officer, partner, or shareholder of the **Insured**;
- s. Arising out of the booking, leasing, sale, rental or management of any **TIME-SHARE** properties. This exclusion does not apply with respect to incidental travel arrangements made by the **Insured** on behalf of travelers to or from such **TIME-SHARE** properties. Incidental travel includes airline ticketing, automobile rental and ground transportation. **TIME-SHARE** means a system for sharing ownership of any apartment, condominium, villa or the like as defined in the time-sharing agreement.
- t. Arising out of the sale, rental, or distribution of any sports or recreational equipment by the **Insured**, including but not limited to ski equipment, bicycles, rafts, snowmobiles, and SCUBA diving and snorkeling equipment;
- u. Arising out of any commingling of money, or the inability or failure to pay or collect money or the value of mileage points, vouchers, travel credits, or other negotiable instrument, for any reason, whether on the part of the **Insured**, or any other party, including but not limited to unauthorized or illegal credit card transactions, debit memos, commissions, profits, or refunds and bankruptcy, insolvency, receivership, liquidation or cessation of operations;
- v. Arising out of Internet technology services provided by the **Insured**, including but not limited to the transmission of computer viruses, corruption of databases, misappropriation, alteration, or deletion of data or harm to the integrity of a computer system. However, this exclusion does not apply to any act or omission involving researching travel related information, placing reservations, or communication by electronic mail by the **Insured** as part of the **Insured's TOUR OR TRAVEL AGENCY SERVICES**.
- 5. **ADDITIONAL CONDITIONS.** The coverage provided by this endorsement is subject to all of the terms and conditions found in the Policy, except as expressly modified herein, and the following additional conditions:

14. This coverage is excess to any other insurance maintained by any airline, hotel, resort, dive operator, concessionaire, vendor or sub-contractor or other person who provides services to the **Insured** or a **PARTICIPANT**.

Any **Claim** under this endorsement will only be paid if the **Claim** has been wholly or partially denied by such airline, hotel, resort, dive operator, concessionaire, vendor or sub-contractor or other person, or its insurer; and if partially denied, payment will be limited to the unpaid amount to the extent such amount is covered under this endorsement.

Should a **Suit** arise based on the interpretation or enforcement of this endorsement, any airline, hotel, resort, dive operator, concessionaire, vendor or sub-contractor or other person who may have primary liability for the **Claim** shall be a necessary and indispensable party.

All other terms and conditions remain unchanged.

ENDORSEMENT
SCHEDULED WATERCRAFT LIABILITY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

In consideration of the payment of the additional premium as shown on the Declarations Page, and subject to the liability limits shown therein, it is understood and agreed that the policy is extended to cover the following:

COMMERCIAL GENERAL LIABILITY.

Description of Watercraft:

Any watercraft shown on the **Watercraft Schedule** that indicates "Liability Insurance Applies".

1. Exclusion g. of COVERAGE A (SECTION I) does not apply to any Scheduled Watercraft, owned or used by or rented to the **Named Insured** shown in the Schedule. Exclusion g. of COVERAGE A (SECTION 1) shall continue to apply to any watercraft rented to others by the **Named Insured**, unless rental operations are a designated approved activity listed in the description of operations on the declarations page.
2. Rentals of Parasail and/or Waterski/Wakeboard Vessels are expressly excluded if rented to others without an approved (by the Underwriters) captain at the helm.
3. WHO IS AN **INSURED** (SECTION II) is amended to include as an **Insured**, any person or organization legally responsible for the use of any such watercraft you own, provided the actual use is with your permission.

All other terms and conditions remain unchanged.

**ENDORSEMENT
WATERCRAFT SCHEDULE**

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

This endorsement provides supplemental information for the following:

COMMERCIAL GENERAL LIABILITY
Watercraft Schedule

YEAR	MAKE/MODEL	SERIAL #	VALUE	LIABILITY APPLIES	PHYSICAL DAMAGE APPLIES
				NO	NO

The physical damage coverage option is for scheduled watercraft only and is subject to a per unit deductible of \$1,000 for each occurrence or a deductible in the amount of 2% of the schedule value of the scheduled watercraft, whichever is greater. There is a 3% named storm deductible or \$2,500, whichever is greater. There is a per unit deductible of \$2,500 for each occurrence or a deductible in the amount of 3% of the scheduled value of the schedule watercraft, whichever is greater for every theft and/or mysterious disappearance. Per unit deductible is \$500 each for schedule trailers.

All other terms and conditions remain unchanged.